GRAND COUNTY COUNCIL
REGULAR MEETING

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

AGENDA
Tuesday, April 2, 2019

12:00 p.m. Joint County Council and Planning Commission Workshop on Moratorium

2:00 p.m. Joint County Council and Grand County Emergency Medical Services Special Service District workshop to discuss building options, and a tour of EMS facilities

4:00 p.m.

 Call to Order
 Pledge of Allegiance
 Approval of Minutes (Chris Baird, Clerk/Auditor)
   A. January 16, 2018 (County Council Meeting), Postponed from March 5, 2019
   B. June 19, 2018 (City/County Joint Meeting), Postponed from March 5, 2019
   C. November 20, 2018 (Canvass of the Election), Postponed from March 5, 2019
   D. March 5, 2019 (County Council Meeting), Postponed from March 19, 2019
   E. March 11, 2019 (County Council Special Meeting), Postponed from March 19, 2019
   F. March 19, 2019 (County Council Workshop & Regular Meeting)
   G. March 20, 2019 (Joint City-County Council Special Meeting & Rep. John Curtis Town Hall)
 Ratification of Payment of Bills
 General Council Reports and Future Considerations
 Elected Official Reports
 Council Administrator Report
 Department Reports
 Agency Reports
   H. Housing Authority of Southeastern Utah (HASU) Semi-Annual Report (Ben Riley, Executive Director)
 Citizens to Be Heard
 Presentations
   I. Presentation to recognize AmeriCorps VISTA volunteers serving in Grand County (Chairman Clapper)
 General Business- Action Items- Discussion and Consideration of:
   J. Approving proposal from Jones & DeMille, Grand County Engineer of Record, for preconstruction and construction engineering services for Arbor Drive and La Sal Road for replacement of curb, gutter, sidewalk and drainage improvements (Bill Jackson, Roads & Bridges Supervisor)
   K. Approving the “county priority” rankings of short-term projects for the Permanent Community Impact Fund Board (CIB) Capital Improvement List as voted on and submitted by various stakeholder entity representatives per the Southeastern Utah Association of Local Governments’ (SEUALG’s) process (Ruth Dillon, Council Administrator)
L. Adopting proposed resolution amending Resolution No. 2796 that enacted the policies and procedures for entering into agreements and approving templates for independent contractors, in order to replace the Independent Contractor Agreement (Christina Sloan, County Attorney)

M. Adopting proposed resolution to approve amendments to the “Grand County Employee Handbook” to include a Field per diem rate (Chris Baird, Clerk/Auditor)

N. Adopting proposed ordinance to approve amendments of the Grand County Land Use Code, Sections 2.4.11, 6.5, and 6.6, related to outdoor lighting sign illumination standards (Zacharia Levine, Community & Economic Development Director)

- **Consent Agenda- Action Items**
  
  O. Adopting proposed resolution approving amendments on a Replat for lots 23A and 24A in the White Horse Subdivision located at Lippizan Jump

  P. Adopting proposed resolution approving amendments on a Replat for Phases II & IV of Sorrel River Ranch, located at Mile Marker 17 Highway 128

  Q. Approving application for retail beer license for the PRCA Rodeo located at Old Spanish Trail Arena on May 31-June 2, 2019

- **Discussion Items**
  
  R. Calendar items and public notices (Ruth Dillon, Council Administrator)

  S. Strategic Plan Progress (Council Member Morse)

- **Public Hearings- Possible Action Items**
  
  T. Public Hearing to hear public comment on a Conditional Use Permit (CUP) for Ballard RV Park Expansion located at Highway 94 & Nutter Avenue in Thompson, Utah (Zacharia Levine, Community & Economic Development Director)

- **Closed Session(s) (if necessary)**

- **Adjourn**

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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.
AGENDA SUMMARY
GRAND COUNTY PLANNING COMMISSION MEETING
April 2, 2019

<table>
<thead>
<tr>
<th><strong>TITLE:</strong></th>
<th>Discussing approved temporary land use regulation prohibiting new overnight accommodations developments in unincorporated Grand County for a period of six (6) months (as passed by CC of February 5, 2019).</th>
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<tbody>
<tr>
<td><strong>FISCAL IMPACT:</strong></td>
<td>Unknown</td>
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<tr>
<td><strong>PRESENTER(S):</strong></td>
<td>Community &amp; Economic Development Staff</td>
</tr>
<tr>
<td><strong>PREPARED BY:</strong></td>
<td>Zacharia Levine, Community &amp; Economic Development Director</td>
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</table>

**STATED MOTION:**

N/A – Discussion only

**STAFF RECOMMENDATION:**

The purpose of holding a joint planning commission-county council meeting on April 2, 2019 is three-fold. The first objective is to ensure members of each body are aware of where the County is at within the 180-day TLUR/moratorium timeline, what has occurred to date, and where the process is going next. The second objective is to ensure the planning commission and county council are in agreement about next steps, staff activities, and information requests to Landmark Design and its sub-consultants. The third objective is to provide planning commissioners and council members an opportunity to float initial ideas for regulatory changes that could make their way into draft ordinances.

**BACKGROUND:**

*Note: The following section will serve as a running catalog of formal meeting discussions about the referenced Temporary Land Use Regulation (TLUR). It is provided in reverse chronological order so planning commissioners and members of the public can review the discussion as it evolves.*

**March 26-27, 2019:**

Landmark Design, the City, and the County hosted two open house sessions to generate citizen comments regarding accommodations-based development and land use planning in general within the Moab Valley. Landmark Design will be collating and organizing the comments and providing them to staff as soon as possible.

**March 19, 2019:**

Zacharia Levine provided a brief update to the county council on work related to the TLUR/moratorium and invited council members and the public to attend the open houses scheduled for March 26 (5-7pm) and March 27 (11:30am-1:30pm), both at City Hall.

**March 13, 2019:**

Landmark Design facilitated the first meeting of an advisory committee for the land use planning and moratorium work. The meeting agenda and minutes are attached.

**March 12, 2019:**
Zacharia Levine presented to the planning commission a “zoning toolbox” to expand and frame the conversation around potential changes to Grand County’s regulatory environment for accommodations-based developments. The presentation is attached.

Representatives from multiple water stakeholder groups presented information to the planning commission regarding their groups’ position on water availability, quality, and distribution. The resources provided to the planning commission are attached. The objective of these presentations was to develop additional clarity on what is known and not known about the safe yield for annual water withdrawals from the Glen Canyon Aquifer, and where various groups have agreement or disagreement on estimates. The goal was not to generate consensus about the effective role of water in Grand County’s land use regulations at this time.

March 11, 2019:

The county council reviewed and approved the attached scope of work for utilizing Landmark Design to conduct land use planning and ordinance development related to accommodations-based development at a not-to-exceed amount of $19,000.

March 5, 2019:

A brief update was provided to the county council on how the planning commission and staff intend to proceed with the moratorium planning work. Council members were informed of the tentative schedule outlined below.

Council was also briefed on the potential to coordinate land use planning efforts with the City of Moab through a shared or complimentary contract with Landmark Design. The City of Moab had already contracted with Landmark to assist in the creation of a future land use element to be added to the City’s recently adopted general plan. As the City of Moab also passed a moratorium on new accommodations-based developments in early February, the City and County need to proceed along similar timelines. Council agreed in principal to the concept of coordinating planning efforts with the City with the idea that Zacharia Levine, the County’s Community and Economic Development Director, would serve as the primary staff liaison for both jurisdictions. Because the final scope of work was not ready for review prior to the March 5, 2019 meeting, a special meeting was called for March 11, 2019 where the Council could review and take action on the proposed scope of work with Landmark Design.

February 26, 2019:

The planning commission agreed to the following tentative timeline:

March 12: PC meeting, Start at 4pm
  • Request the following individuals provide reports on their agency’s or non-profit’s current knowledge of the availability, usage, quality, and distribution of water in the Moab Valley. Their reports should be five pages or less. Ideally, each individual will present their report highlights in about 5 minutes, and PC members will engage in Q&A to ensure clarity on what is known/not known and where there is agreement/disagreement.
  • Staff will present to the PC a first pass at the County’s “zoning toolbox” as it pertains to accommodations-based uses

March 26: PC meeting, Start at 4pm, end at 5:30pm; 1st public scoping meeting, Start at 5:30pm
  • Public scoping meeting will be used to query the public for ideas on updating the County’s plans/codes

April 2: Joint PC-CC workshop. 12-3pm.
  • Report on PC’s initial positions/ideas
• Report on findings from public scoping meeting
• Ensure PC and CC are on the same page still

April to early May: work on zoning tools/solutions/packages

May 14: 2nd public scoping meeting: Start at 5:30pm
• Present zoning preliminary alternatives to the public and generate feedback

June 11: Planning Commission Public Hearing for draft ordinance

June 18: Recommended ordinance presented to County Council as a discussion item

July 2: County Council first reading of draft ordinance in a public hearing

July 16: County Council votes on ordinance

**Note the public hearing dates at planning commission and county council represent the very last dates of regularly scheduled meetings to adopt changes to the land use code prior to the moratorium expiring.

February 19, 2019:

The county council reviewed the questions and comments noted in the section dated February 15, 2019 below, and provided the following response (in no particular order):

• Pay particular attention to the whereas statements in the adopted ordinance, as these serve as the foundation for the TLUR and the issues Grand County needs to address.
• Segment the geographic areas under consideration to north of the Colorado River and south of Moab City Limits. While Thompson Springs, Crescent Junction, and Elgin (Green River) are of interest and import to the County, primary consideration shall be given to the areas south of I-70.
• Consider establishing a citizen working group to assist with the research, analysis, and recommendation process.
• Consider identifying the full range of zoning tools available to the County in its regulation of accommodations-based developments. For example, the County could permit accommodations-based developments through an overlay (like the HDH overlay), implement stricter form-based, implement higher energy efficiency or environmental performance standards, require collocation of uses (i.e. mixed-use), create new zone districts, or use a host of other tools.
• Consider the Council’s desire to provide for a mix of commercial uses available to both residents and visitors, and give particular consideration to the needs of small businesses serving residents and entrepreneurs furthering industry diversification in the area.
• While coordination with the City is desired, proceed with the analysis and recommendation process as directed by the county council. County staff will consult with City staff and, when and where appropriate, advise the Councils on needed areas for coordination and collaboration.
• The Council is interested in co-hosting open house and public participation events with the City of Moab when and where appropriate.

February 15, 2019:

As of February 15, 2019, staff and planning commissioners collectively developed the following list of questions and considerations. The intended use of this list is to gain additional clarity from the county council on desired next steps and pertinent issues related to the TLUR.
1. How much lodging development does the County want and need?
2. Where should the County allow lodging development?
3. In what form should the County permit lodging development?
4. What is the role of lodging development within the larger Grand County economy?
5. What does the Planning Commission need from County Council (e.g. data, participation, direction, clarity, etc.)?
6. What role does the County Council want to play?
7. What can the County actually accomplish handle in six (6) months? What is a realistic scope of work/analysis?
8. How should the County PC, Council, and Staff coordinate with Moab City?

   1. Infrastructure: roads, water, sewer, etc.

KW:

ZL's list of questions above looks great to me. Perhaps also

1. How does lodging development affect economic diversity in Grand County? (perhaps a sub question of ZL-Q4, above)

GW:

(I realize this is a long list and we need to spend some time winnowing down our issues and questions)

1. How will groundwater availability be affected by continued overnight accommodation construction if it continues at current rates of building and per capita use?
2. 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?
3. Are there sufficient land areas for light industrial and other commercial developments such as professional offices, stores, etc. outside the HC zone? I think this relates to Kevin’s bullet.
4. Are there examples of other resort communities that have banned or limited overnight accommodation development?
5. 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?
6. If it is 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?
7. I think Moab City might farm some of their analysis and data collection out to a consultant. 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? This relates to Z’s number 7.
8. 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?
9. Some HC landowners expect to make windfall profits by developing or selling their property for overnight accommodations. How will a ban affect future land prices in the HC zone?
10. Would form based zoning improve diverse commercial development potential in the HC zone?
11. How appropriate and suitable are Cisco and Thompson for overnight accommodation development?

RN

- In regards to GW-Q2 above, is there a planning formula for determining how much commercial acreage (excluding overnight accommodations) should be allocated per capita (including seasonal visitors, whom I imagine would be counted as fraction of a full time resident)?
- In regards to GW-Q11 above, have there been any studies on water availability in Cisco and Thompson? Or is current data limited to the Moab Valley.
- In regards to GW-Q10 above, how would an application for development (including overnight accommodations) using form based codes play out from start to finish? For example we used increased height allowances, density, etc. to encourage development in the HD overlay areas. Form based seems like the exact opposite of this technique....so how does it work and is it even adoptable and practical?

AS:

2. What part of your constituency wants more lodging development? What types of lodging? Does any part of your constituency want more hotel development? Is the goal to restrict lodging (or just hotel/motels) as much as possible?
3. Would the Council like to see greater conditions put on lodging in areas where it will be permitted? What are the concerns that should be addressed with those conditions?
4. Does Council see a need to differentiate between types of lodging? For example, should campgrounds be considered separately?
5. Would the Council like to see greater restrictions on other types of non-residential use such as restaurants or automobile-related businesses?
6. Would the Council like to see greater restructuring of where non-residential zones exist and what is permitted in those zones, or address lodging only and leave other zone boundaries and descriptions as is?
7. What does the Council foresee as negative impacts from limiting hotels? Does the Council have any specifics about which impacts are most important or which impacts are most in need of mitigating?
8. What is the Council doing to reach out to the new San Juan County Commission or Planning Commission on this issue? Are there efforts at coordinating? Would the Council like to see meaningful involvement from San Juan County, or meaningful attempts to reach out to San Juan County Commissioners and Planning Commissioners? What type of coordination with San Juan County do we want to see, if any?
   1. Terry mentioned that there is will on the Council to be involved in this process and help the Planning Commission. If the County Council would like to see meaningful involvement from San Juan County, I think that this is an area where members of the County Council should take the lead and make the first attempts at reaching out, if this hasn’t been done already. I understand that historically, San Juan County has been resistant to coordinating with Grand County, but it might be worth trying again.
9. How much should Planning Commission factor in the potential for increased traffic if lodging moves to San Juan County?
10. Do you see a need for changes to the zoning in outlying areas such as Crescent Junction & Thompson? Does it make sense to try to make those areas for attractive to hotel development? Has your constituency in outlying areas expressed desire for lodging development?
11. What degree of public involvement do you see being most beneficial? What are the ways that the County Council and Planning Commission should be reaching out to the public and encouraging public involvement?

12. Are there communities that have limited lodging development that we should look to as a guide?

RO

Great questions (above). In terms of Issues I think that this moratorium would not be in place except for the following:

1. The great pressure on housing for residents and affordable housing. Therefore we need to think about how overnight accommodations affect that issue. It would be nice to have some analysis here though I think we have some idea, we do not likely know the quantitative impact.

2. Crowding of everything is the second issue that people are likely to mention. Neighborhood streets and even 191.through town and on the edge of town. Markets, stores, eating establishments, favorite hiking places, and so on. This issue is certainly two pronged in terms of the tourist economy and the quality of life (outside of the economics).

3. Water is an issue often brought up. How many people can we have in the Spanish Valley area with climate change being a factor not often discussed?

4. Those are what I think are the main drivers of the moratorium, but please mention others. I likely will keep them in mind as we address this problem.

February 12, 2019:

The planning commission reviewed the directive and guide provided by the county council to initiate their planning efforts related to the TLUR. Planning commissioners asked questions of staff regarding the process. General conversation about the motivation and potential outcome of the TLUR occurred. With encouragement from staff, the planning commission compiled a list of questions to be shared with the county council for additional clarity in how to proceed with their analysis and development of a recommendation. The list of questions is provided above.

February 5, 2019:

County Council passed an ordinance enacting a temporary land use regulation prohibiting new land use permits for any land use associated with overnight accommodations, including hotels/motels, campgrounds, bed and breakfasts, condominiums and townhomes used for overnight accommodations, or any other land use associated with overnight accommodations. This temporary land use regulation does not apply to existing structures or vested development projects.

The County Council provided the following directive and guide to the Community and Economic Development staff and Planning Commission.

From the County Council:

DIRECTIVE AND GUIDE FOR COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT AND THE PLANNING AND ZONING COMMISSION

This document will serve to direct and guide the Community and Economic Development Department and the Planning and Zoning Commission in deliberations on the planning and regulation of future development in Grand County by locating and proposing appropriate zoning and/or rezoning of new development of the following Land Uses:
• All overnight rental accommodations, including but not limited to hotels, motels, condominiums, bed and breakfasts, apartments and bunk houses
• General retail and wholesale businesses
• Restaurants
• Light industry
• Automobile related businesses including ATV’s and OHV’s
• Other businesses which are appropriate for the economic benefit of the community

This should include considerations of:
• Where the respective uses should be located in the county
• A map of the placement of the uses that can be used to create the necessary zoning to ensure the intent of this moratorium is adhered to
• Attention given to a balance of services in locations that will serve the beneficial needs of the community
• Economic diversification
• Current essential needs

It is anticipated this study will result in legislative action being taken by the County Council on the recommendations of both the Community and Economic Development Department and the Planning and Zoning Commission once they have completed their evaluations and have put forth their conclusions.

ATTACHMENT(s):
Water resources information provided to the County’s planning commission
“Zoning Toolbox”
Advisory Committee Meeting Notes: March 13, 2019
Scope of Work – Landmark Design
Our Mission: The Mission of Grand Water & Sewer Service Agency is: to utilize our expertise, knowledge, experience, and long range planning to secure and maximize the resources to protect our community’s health and welfare by providing culinary water, irrigation water and wastewater collection services with a commitment to efficiency, sustainability, safety, and public awareness.

**Grand Water & Sewer Service Agency**

Summary of 2018 culinary water use:
332,242,000 gallons sold (1020 AF)
1986 Active Connections
Estimated Equivalent Residential Connections = 2,205

Distribution: GWSSA has over 60 miles of water distribution piping. We have a one million-gallon steel water tank and a three million-gallon concrete tank. Construction is in process of an additional 500,000-gallon concrete tank. We are also in the process of upsizing waterlines throughout the valley to increase fire protection for our residents and to accommodate new growth.

Availability: GWSSA presently employs four groundwater wells that are approved for culinary use by the Division of Drinking Water. We generally run one well during the colder months and add a second well to supplement during the outdoor watering season. Peak source capacity is 3,285 gpm. The rate at which new sources, storage and distribution are developed is dependent upon growth. Location and type of growth do not matter as much as the rate of growth. For example: A 200-unit apartment building can be constructed in the time it takes to build one home. This would accelerate our growth rate requiring swifter planning on GWSSA’s part if there were multiple projects. If a developer proposes a project in an area that GWSSA does not have sufficient fire flows or pressures; the developer is required to pay to upgrade the GWSSA facilities in order to receive service. Another example: The high-density housing overlay on Lance Avenue. Lance is served by a four-inch water line. Any developer wishing to utilize the overlay would likely be required to replace the existing water line with an eight-inch line and possibly add fire hydrants.

We are not hydrologists and do not consider ourselves qualified to estimate actual amount of available water in the aquifer. GWSSA believes that once the USGS Study is published and the Division of Water Rights completes their adjudication process we will endeavor to form a Groundwater Management Plan that will outline trigger points to manage availability.

Quality: GWSSA culinary water is of excellent quality. Our water quality reports are available at [www.grandwater.org](http://www.grandwater.org)
A (partial) Summary of key facts, findings, questions, and references on the State of our Watershed, plus some goals and actionable items
Compiled by Jeff Adams, Canyonlands Watershed Council

1. The 6-month moratorium on overnight accommodations provides a critical time to establish a working understanding of our water systems to guide planning efforts. Even though we do not know everything about our water system, and are waiting on studies to be published and water rights to be adjudicated, we do know a lot and can make reasonable assumptions based on the best currently available information in order to take measures to protect the long term health and reliability of our water and thus community.

2. Key outcomes of this moratorium could include:
   a. Coordinate monitoring efforts and analyze/model all available well, spring, creek, and precipitation data to understand trends in our water availability
   b. Determine a Safe Yield (the amount of water that can be withdrawn each year without risking harm to the aquifer) for both the Glen Canyon and Valley Fill aquifers
   c. Refine our understanding of current groundwater use and compare this to Safe Yield in order to establish a remaining number of Equivalent Residential Connections (ERC’s) that our water systems can currently support. Water infrastructure capacity also needs to be factored.
   d. Identify and consider strategies for conservation and/or developing additional water resources with careful intention to avoid demand hardening (loss of ability to decrease water use in a drought without compromising essential water uses like cooking and bathing or cutting off junior rights holders)
   e. Adopt ordinances that insure all new development and redevelopment meets the highest water standards including water efficient landscaping, green storm water infrastructure, and plumbing for greywater reuse

3. Provisional results from the USGS water study indicate there was 11,300 – 12,700 Acre feet per year of groundwater discharge during the study period
   a. Safe Yield is likely somewhere between these volumes, which are significantly lower than previous estimates
   b. “Predictions from current models range from a slight increase in Colorado River Basin precipitation to a greater than 30% decrease in annual runoff”
   c. Adjusting the USGS data to account for this estimated potential decreased runoff of 30% puts future groundwater discharge at 7,910 – 8,890 AF/YR under climate variability scenarios. Some percentage of climate variability reductions in runoff needs to be considered in setting a Safe Yield for our aquifers.

4. The draft Current Water Use section documents 14,504 AF of water diverted in 2017 for all users

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1 USGS draft report, table 12, (not published)
a. This includes groundwater and some surface water, which need to be differentiated in order to compare to the USGS figures.
b. Some amount of the diverted water returns to groundwater and/or becomes base flow in Mill/Pack Creek ("return flows"), or is discharged into the Colorado River, while the majority is used by people and plants or lost to evaporation. The amount and location of return flows needs to be better understood.
c. Data is lacking on diversion volumes for private springs, private wells, and Pack Creek surface diversions and the numbers used are estimates based on paper water rights, which are likely high. Diversion from these sources needs to be better understood.
d. This draft will be discussed at 3/20/19 MAWP meeting, 1-3pm, Grand Center.

5. A meeting between Marc Stilson (Div. Water Rights), Dave Horsley (Div. Water Rights), Dana Van Horn (GWSSA), Arne Hultquist (Watershed Coordinator), and Jeff Adams (Canyonlands Watershed Council) on January 9, 2019 to discuss the draft Current Water Use section resulted in agreement about discharges from our watershed that could be available for further development with specific infrastructure/efforts. These sources of water include:
   a. Effluent from the Waste Water Treatment Plant (or conservation prior to entering the sewer system plus conservation of outdoor uses)
   b. Sub-surface outflow to the Colorado River
   c. Winter overflow from springs and base flow in creeks
   d. Irrigation return flows into Mill and Pack Creeks
   e. The group agreed that all other water sources were believed to be diverted at or near capacity, and the volumes from the above sources need to be determined

6. Watershed-wide monitoring of well levels, spring and creek discharge, precipitation, and use is needed.
   a. Monitoring is currently done by Moab City, GWSSA, MIC, USGS, and SJSVSSD
   b. Groundwater levels appear to be in decline based on a review of the USGS Ground Water Watch. The USGS has well level plots available for five wells in the golf course area, with all five plots showing a peak water level around 1988 (in connection to Ken’s Lake being completed in 1981) with a steady downward trend since (with seasonal / annual upticks). The three additional wells with plotted data in the vicinity of Matheson Wetlands also show a declining trend in water levels. Coordinated monitoring, analysis, and modeling of groundwater levels and flow paths is critically needed.
   c. GWSSA submitted a Monitoring Plan report to the State Engineer on 6/28/2017 with data, “that has not indicated ‘any negative affects’”
      i. Based on this monitoring, the State Engineer approved increasing groundwater withdrawals from 816 AF/YR to 965 AF/YR

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ii. Continuation and expansion of this monitoring, along with correlation and analysis with other data sources is needed.

d. SJVSSD is required to monitor as part of its Change Application

   i. “(M)onitor data related to the regional groundwater table, potential contamination issues within the valley, and potential adverse impacts to the natural environment including at the Matheson Wetlands preserve” (p2)

   ii. “If the existing monitoring networks are not collecting sufficient data to accomplish the full scope of this task, the (SJVSSD) is advised that additional efforts on the (SJVSSD)’s part will be required to accomplish and comply with this condition” (p2, emphasis added)

   iii. Having the Junior right holder incur the Cost of additional monitoring seems fair, though this issue is far too important to be left in the hands on one entity and its consultants.

7. Creek flow patterns (“hydrograph”) of Mill/Pack Creeks are typified by relatively consistent base flows (groundwater fed) with episodic spikes in flow during spring snow melt and storm events.

   a. Sheely diversion is a tunnel on Right Hand at Mill Creek that directs creek water to Ken’s Lake; an agreement between GWSSA and BLM requires that a minimum three cubic feet per second of water flow past Sheely diversion to sustain riparian ecosystem functions.

   b. During irrigation season MIC often diverts, per their rights, the majority/all of the remaining flows of Mill Creek near Power Dam. Depending on shareholder usage, some portion of this water overflows back into Mill Creek down stream of the diversion points.

   c. The Pack Creek diversion immediately down stream of the bridge diverts close to 100% of base flows into the irrigation diversion channel.

   d. MIC and GWSSA try to shut down their irrigation diversions during storm events to avoid filling them with sediment.

8. Ken’s lake is intermittently reliable for meeting irrigation needs with surface water and has had significant mandatory reductions in 2018 (50%), 2013 (60%), and 2012 (40%); In 2018 GWSSA pumped 646 acre feet of groundwater from the Valley Fill Aquifer to augment ssers impacted by low Ken’s lake levels, plus pumped additional water for MIC

   a. Ken’s Lake has been mentioned as a potential future source of culinary water “when all of the agriculture converts to development”. The capital and on-going costs of this treatment infrastructure is expensive, and comes with probable sacrifices to recreation uses and agrarian lifestyles.

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5 Letter from State Engineer regarding SJVSDD Monitoring Plan and request for variance to increase pumping from 50 gpm to 320 gpm - https://waterrights.utah.gov/docImport/0605/06059206.pdf. See also OSE approving water rights transfer (footnote #2)

b. Ken’s lake has not been consistently reliable for irrigation and thus does not appear to be a reliable option for culinary uses.

c. A presentation by Weber Basin Water Conservancy District cited that municipal land use often uses more water than agriculture because of lawns, and is dependent on housing density. Additional data and clarification should be sought if Ken’s Lake is to be considered as a possible future culinary water source through conversion of agriculture uses.

   a. Seepage from Ken’s Lake and/or Faux Falls creek has increased well water levels in the area since being built in 1981, see USGS plots per footnote 3
   b. GWSSA reports estimated seepage data in the annual reports, with values ranging from 2,339 AF (2017) to 187 AF (2009)8
   c. UT code 73-3b-101 “Groundwater Recharge and Recovery Act”9 sets conditions where a water rights holder can obtain a permit to Recharge and a permit to Recover water artificially placed in an aquifer
      i. Under this act, the permit holder may recover “the amount of water stored by the recharge project which the State engineer determines has reached the aquifer and remains within the hydrologic area of influence” – This would be great to have the State Engineer determine
      ii. Currently GWSSA/MIC do not have permits to artificially recharge the aquifer, to my knowledge, as Ken’s Lake was designed to store surface water for irrigation
      iii. As the Rights holder, it could be interpreted that these entities would have first right to recover the water recharging the aquifer
      iv. Moab City may also want to consider this approach as a means of “banking” excess winter spring flows

10. Three major paper water rights holders in the Moab-Spanish valley watershed are Moab City, GWSSA/GCWCD and Moab Irrigation Company with a total of 18,314 Acre feet per year (AF/YR)10. Most of these rights have priority dates pre-1950’s.

11. The Moab-Spanish valley watershed has far more paper water rights allocated than wet water exists. The UT Division of Water Rights is currently going through a multi-year Adjudication process to determine which water rights are in good standing and which shall be forfeited. The Adjudication will help to determine total water demand and seniority under UT water law.

12. A few key points of the Order of the State Engineer (OSE) approving the San Juan Spanish Valley Special Service District (SJSVSSD) change application11 to transfer 5,000

---

7 Presentation by David Rice, Conservation Programs Coordinator, at UT Water Conservation Workshop, October 2018, Salt Lake City
8 GWSSA Annual reports can be found here: [http://www.grandwater.org/annual-reports.html](http://www.grandwater.org/annual-reports.html)
9 UT Groundwater Recharge and Recovery Act - [https://le.utah.gov/xcode/Title73/Chapter3B/C73-3b-P1_1800010118000101.pdf](https://le.utah.gov/xcode/Title73/Chapter3B/C73-3b-P1_1800010118000101.pdf)
AF/YR of water rights into the Spanish Valley/Bridger Jack Mesa/ Colorado River (2017 priority date) include:

a. “This approval ... does not guarantee the applicant water in the future except as may be available to the applicant under the respective priority of the underlying application” (p5)

b. Approval was predicated on previous estimates of 13,000 - 17,000 AF/YR of water (p7)

c. “The State Engineer believes there is some volume of water available for development by the applicant that will not exceed the safe yield of the target aquifers even with future full development of the existing approved municipal uses for Moab City and Grand County” (p9) (emphasis added)

d. 20 Entities/ individuals Protested this change application, including GWSSA, Moab City, BLM, Div. Wildlife Resources, and The Nature Conservancy (p2)


a. UT State Engineer Kent Jones presented at the Southeast Utah Water workshop in Moab, October 2017:
   i. “The meek will not inherit the water”
   ii. Australia replaced Prior Appropriation water law, maybe UT should consider this as well

b. OSE for SJSVSSD – Requires a comprehensive groundwater recharge and discharge study to establish safe yield, and notes that SJSVSSD “will be required to enter into a groundwater management plan to reduce uses to safe yield volumes” if determined by said study

c. The concept of a groundwater management plan is great, though this appears to be a tool to allow junior rights holder SJSVSSD to develop and use water resources held by right, and planned to be used by, senior rights holders Moab/GWSSA/MIC. This is a matter for counsel with a water attorney.

14. The Colorado River has been cited as a potential source of more water during discussions about our limited water availability and continued development

a. GCWCD and SJSVSSD each hold 5,000 +/- AF/YR of rights to surface water from the river

b. There are infrastructure costs, water quality, and Colorado Compact legal considerations to weigh in any decision to pursue this source.

15. Moab City has hired hydrogeology consultants to updated the Water Source protection plans and perform a Hydrologic and Environmental Systems Analysis (HESA) of the City springs/ wells

---

12 Phase 1 of the HESA is available here: http://www.heath-hydrology.com/City_of_Moab_-_MCSW_Phase_1_HESA_Report.pdf; Castle Valley also had a HESA and the report is available here: http://www.castlevalleyutah.com/pdfs/2016HSAHHICastleValleyFinalReportPhase1HESA.pdf
March 12, 2019

Grand County Planning Commission
125 E. Center St.
Moab, Utah 84532

Subject: Water Availability & Use in the Moab / Spanish Valley

The following information is submitted as per your request:

**WATER AVAILABILITY - RIVERS & STREAMS (based on water year Oct 1-Sept 31)**

**Colorado River @ USGS Gage 09180500 (Cisco):**
https://waterdata.usgs.gov/ut/nwis/annual?referred_module=sw&search_site_no=09180500&format=sites_selection_links

<table>
<thead>
<tr>
<th>Year</th>
<th>Flow (acre-feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>4,676,000</td>
</tr>
<tr>
<td>2018</td>
<td>2,511,000</td>
</tr>
<tr>
<td>10 yr average (2009-2018)</td>
<td>4,275,000</td>
</tr>
<tr>
<td>30 yr average (1988-2018)</td>
<td>4,367,000</td>
</tr>
<tr>
<td>Minimum (2002)</td>
<td>1,851,000</td>
</tr>
<tr>
<td>Maximum (1984)</td>
<td>10,808,000</td>
</tr>
</tbody>
</table>

**Mill Creek @ USGS Gage 09183500 (Sheley Tunnel - Upper):**
https://waterdata.usgs.gov/ut/nwis/annual?referred_module=sw&search_site_no=09183500&format=sites_selection_links

<table>
<thead>
<tr>
<th>Year</th>
<th>Flow (acre-feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>7,457</td>
</tr>
<tr>
<td>2018</td>
<td>3,531</td>
</tr>
<tr>
<td>10 yr average (2009-2018)</td>
<td>6,286</td>
</tr>
<tr>
<td>30 yr average (1989-2018)</td>
<td>7,211</td>
</tr>
<tr>
<td>Minimum (2002)</td>
<td>3,424</td>
</tr>
<tr>
<td>Maximum (1993)</td>
<td>14,769</td>
</tr>
</tbody>
</table>

**North Fork of Mill Creek (diff. between USGS – Lower & MIC Diversions):**
https://www.waterrights.utah.gov/cgi-bin/docview.exe?Folder=DSYS034REPORT&Key=Sort%20by%20Date

<table>
<thead>
<tr>
<th>Year</th>
<th>Flow (acre-feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>704</td>
</tr>
<tr>
<td>2018</td>
<td>968</td>
</tr>
<tr>
<td>10 yr average (2009-2018)</td>
<td>1,841</td>
</tr>
<tr>
<td>Minimum (2015)</td>
<td>664</td>
</tr>
<tr>
<td>Maximum (2016)</td>
<td>3,856</td>
</tr>
</tbody>
</table>

**Pack Creek @ USGS Gage 09184500 (Pack Creek Ranch – Not Active):**
https://waterdata.usgs.gov/nwis/inventory/?site_no=09184500&agency_cd=USGS&

<table>
<thead>
<tr>
<th>Year</th>
<th>Flow (acre-feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1957</td>
<td>3,316</td>
</tr>
<tr>
<td>1958</td>
<td>3,649</td>
</tr>
<tr>
<td>1959</td>
<td>634</td>
</tr>
<tr>
<td>3 yr average (1957-1959)</td>
<td>2,533</td>
</tr>
</tbody>
</table>

WATER AVAILABILITY - GROUNDWATER

Valley Aquifers (below Kens Lake):
Est. Groundwater Discharge to: Mill/Pack Creeks; Wastewater TP; Springs; Outflow to Colorado River (Slide 33)

Annual Recharge: 7,200 – 11,800 acre-feet (Preliminary Data – Subject to Revision)

Summary of Water Availability

<table>
<thead>
<tr>
<th></th>
<th>Minimum (ac-ft)</th>
<th>Average (ac-ft)</th>
<th>Maximum (ac-ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mill Creek</td>
<td>3,400</td>
<td>7,200</td>
<td>14,800</td>
</tr>
<tr>
<td>North Fork – Mill Creek</td>
<td>700</td>
<td>1,800</td>
<td>3,900</td>
</tr>
<tr>
<td>Pack Creek*</td>
<td>600</td>
<td>2,500</td>
<td>3,600</td>
</tr>
<tr>
<td>Groundwater - Valley</td>
<td>7,200</td>
<td>9,500</td>
<td>11,800</td>
</tr>
<tr>
<td>In-Valley Total:</td>
<td>11,900</td>
<td>21,000</td>
<td>34,100</td>
</tr>
<tr>
<td>Colorado River</td>
<td>1,851,000</td>
<td>4,367,000</td>
<td>10,808,000</td>
</tr>
</tbody>
</table>

*Very Limited Data

Reported Distribution / Usage – Streams
Mill Creek (includes North Fork):
https://waterrights.utah.gov/distribution_systems.asp
2017: 6,560 acre-feet
2018: 2,674 acre-feet
10 yr average (2009-2018): 5,233 acre-feet

Pack Creek: NOT MEASURED

Colorado River: NOT MEASURED

Reported Distribution / Usage – Groundwater
Moab City (Culinary):
https://waterrights.utah.gov/cgi-bin/wuseview.exe?Modinfo=Pwsview&SYSTEM_ID=1164
2017: 1,904 acre-feet
2018: 1,925 acre-feet
10 yr average (2009-2018): 1,828 acre-feet

GWSSA (Culinary):
https://waterrights.utah.gov/cgi-bin/wuseview.exe?Modinfo=Pwsview&SYSTEM_ID=1046
2017: 961 acre-feet
2018: 1,020 acre-feet
10 yr average (2009-2018): 868 acre-feet

Private Wells: NOT MEASURED

Private Springs: NOT MEASURED
The data shows diversion amounts only, depletion estimates would require a separate and more complex analysis. The data is sparse in certain areas, such as the volume of water entering the valley from the North Fork of Mill Creek and from Pack Creek. Neither of these streams have an active flow measurement station. Additionally, the volume of water being pumped from private wells in the valley is currently unknown. The Division made an estimate in 2013 but will not attempt another estimate until after the General Adjudication of water rights in the valley has been completed. We recommend that additional efforts be made in the next few years to fill in the gaps and produce more precise estimates of private well and spring uses.

The recently completed USGS study on groundwater availability is overdue and a final publication date is currently unknown. A newly revised draft was released via email today, March 12, 2019, by the USGS. The estimates of available groundwater have been revised upwards slightly from previous drafts. A thorough review of the final study publication is warranted once it becomes available.

It should be noted that all of the water entering the valley is going somewhere. Any additional water use, beyond what is currently in use, will affect something. Surface water not captured by irrigators is providing in-stream flow through the valley and exiting to the Colorado River or in some cases, it is providing significant recharge to the valley aquifers. Some portion of the unused groundwater is surfacing in the lower portion of Mill Creek and entering the wetlands before exiting to the Colorado River. Additional small volumes of groundwater are making it to the Colorado River through the underground aquifers providing a fresh water cap to the more briny waters lying beneath the valley. One source of water remains relatively untapped as it relates to use within the valley, which of course is the Colorado River.

### Summary of Water Distribution and Use

<table>
<thead>
<tr>
<th>Source</th>
<th>Volume (ac-ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface Water: Mill Creek (10-yr average)</td>
<td>5,233</td>
</tr>
<tr>
<td>Surface Water: Pack Creek</td>
<td>Not Measured</td>
</tr>
<tr>
<td>Groundwater: Moab City - Culinary (reported 2018)</td>
<td>1,925</td>
</tr>
<tr>
<td>Groundwater: GWSSA - Culinary (reported 2018)</td>
<td>1,020</td>
</tr>
<tr>
<td>Groundwater: Ag. Irrigation from Private Wells &amp; Springs (estimated 2013)</td>
<td>700</td>
</tr>
<tr>
<td>Groundwater: Residential Use from Private Wells (estimated 2013)*</td>
<td>400</td>
</tr>
<tr>
<td><strong>In-Valley Total:</strong></td>
<td><strong>9,278</strong></td>
</tr>
</tbody>
</table>

*Includes lawns & gardens
The Division of Water Rights currently manages a distribution system for surface waters within the valley, with the exception of Pack Creek. The Division is also currently working on development of a Groundwater Management Plan. Part of this effort is a General Adjudication of the water rights within the valley. The adjudication of the northern half of the valley should be completed by mid-summer 2019. The adjudication for the southern half of the valley begins in May 2019 and should be completed by mid-summer 2020. As part of the adjudication effort, every water right in the valley is being evaluated for both flow and volume. Maximum diversion limits are being defined for each right which should paint a clearer picture of how much water could be diverted under private rights held within the valley. From the field work completed to date, it is clear that less than 3% of the private rights held in the valley are using the maximum amount of water granted under their rights. Additional study is needed to develop more accurate estimates of actual use from these private wells.

The Division has a goal to complete the Groundwater Management Plan for the valley by the end of 2020. This plan will set a maximum limit on the volume of water that can be diverted from the valley aquifers. This “Safe Yield” limit will theoretically protect the valley aquifers from being overdeveloped. However, as the municipalities within the valley continue to pump the groundwater aquifers to try and reach this safe yield limit, there may be unintended consequences either localized or of a general nature experienced throughout the valley. The Division recommends the development of a robust and comprehensive monitoring system for both surface and groundwater supplies. This will require additional investment in gaging stations and well monitoring systems.

Finally, the Division works closely with all of the various water supply entities within the valley, both public and private, and with many individuals and groups concerned with water development in the valley. We would like to express our appreciation to all these individuals for their efforts in conservation and accurate reporting of their water uses.

With Regards,
Marc K. Stilson, P.E.
Southeastern Regional Engineer
MOAB WATER FACTS

City of Moab Water Conservation and Drought Management Advisory Board

October 2018

Paper Groundwater Rights:
Moab City: 10,091 AF ** (others have calculated it at 9440 and 9658)
GWSSA: 3940 AF ***
SJSVSSD: 500 AF *(Currently they have approval for 500 AF but their water right is 5,000 AF)
Estimated private well water rights currently being used: 400 AF *

Estimated surface water rights that are “base flow” or groundwater:
GCWCD & MIC @ Sheley Tunnel: 2,500 AF*
MIC Lower Diversions: 1783 AF ****

Total amount of GW currently considered appropriated:
Paper water rights (14,931 total) + base flow rights (4,283) = 19,214 AF

Current estimate of production potential:
Moab City: 5,401 AF**
GWSSA: 3,940 AF *** (potential was reported as 9,444 AF but they only have 3,940 AF of water rights)
SJSVSSD: 0 AF*
GCWCD & MIC at Sheley Tunnel: 2,500 AF*
MIC Lower Diversions: 1783 AF ****
Private Wells: 400 AF *
Total current production potential = 14,024 AF

Current estimate of Water requirements:
Moab City estimate at build out: 9434 AF ***
GWSSA estimate by 2060: 1550 ****
SJSVSSD estimate by 2060: 500* (5000 if full rights are developed as stated in the SJSVSSD 40-year water right plan)
GCWCD & MIC at Sheley Tunnel if use stays the same: 2,500 AF *
MIC Lower Diversions if use stays the same: 1783 AF ****
Private Wells if use stays the same: 400*
Total Current estimate of water requirements = 16,167 AF

Estimates of current groundwater use:
Moab City: 2283 AF **
GWSSA: 830 AF***
SJSVSSD: 0
Private Wells: 400 *
GCWCD & MIC at Sheley Tunnel: 2,500 AF *
MIC Lower Diversions: 1783****
Estimated total amount of groundwater currently being used= 7,796

Sources:
*UDWRi
**Moab City 2016 Water Conservation Plan
*** GWSSA 2014 Water Conservation Plan
**** MIC 2017 Water Distribution Plan

Conversions and Acronyms:
AF = Acre Foot or Acre Feet
Cfs = cubic feet per second
1 AF = 325,851 gallons
1 cubic foot = ~7.5 gallons
1 cfs/year = 236,000,000 gallons
1 cfs/year = 724 AF
GWSSA = Grand Water and Sewer Service Agency
SJSVSSD = San Juan Spanish Valley Special Service District
UDWRi = Utah Division of Water Rights
GW = Groundwater
GCWCD = Grand County Water Conservancy District
MIC = Moab Irrigation Company
TNC = The Nature Conservancy
GCA=Glen Canyon aquifer
VF=Valley Fill aquifer

Estimates for Use:
- single-family home with landscaping = 1.0 AF per year
- condominium without landscaping = .45 AF
- seasonal cabin without landscaping = .25 AF
- hotel room = .36 AF
Wildland Scapes
Plant Nursery
www.revegmoab.com

CITY OF
MOAB
UTAH
sustainablemoab.com
Deep and infrequent watering requires irrigation is slow and over a long period encouraging water to soak deeply in the soil. Trees may do best with an overnight soak once a month, whereas shrubs may need water several times a week for a shorter period of time.

**EFFECTS OF SOIL TEXTURE ON WATERING**

<table>
<thead>
<tr>
<th>SANDY SOILS</th>
<th>CLAY SOILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>✧ Drain freely - so you may need to water more often</td>
<td>• Hold water tightly - so water less frequently</td>
</tr>
<tr>
<td>✧ Water easily moves deeply to root zones</td>
<td>• Consider dividing watering time into shorter intervals over a day to help it soak down</td>
</tr>
<tr>
<td>✧ Use more emitters to spread water over a large area (a tree basin or groundcovered area)</td>
<td>• Use fewer, larger emitters at trees and in groundcovered areas</td>
</tr>
<tr>
<td>✧ Soil is hard to push a screw driver into</td>
<td></td>
</tr>
</tbody>
</table>
Wildland Scapes
Plant Nursery
www.revegmoab.com
EFFECTS OF SOIL TEXTURE ON WATERING

**SANDY SOILS**
- Drain freely - so you may need to water more often
- Water easily moves deeply to root zones
- Use more emitters to spread water over a large area (a tree basin or groundcovered area)
- Soil is hard to push a screw driver into

**CLAY SOILS**
- Hold water tightly - so water less frequently
- Consider dividing watering time into shorter intervals over a day to help it soak down
- Use fewer, larger emitters at trees and in groundcovered areas

**OVERWATERING**
- Water puddles when you run your system
- Grass smells musty
- Soil is soft and mushy after watering
- Fungus, algae or mushrooms are present

**UNDERWATERING**
- Grass turns blue-grey
- Grass does not spring back after walking on it
- It is hard to push a screw driver into the soil
- Grass feels warm, even after the sun goes down

---

**LAWN WATERING (Days between watering for cool season grasses)**

<table>
<thead>
<tr>
<th>Dec &amp; Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>10</td>
<td>7</td>
<td>4</td>
<td>3</td>
<td>3</td>
<td>2-3</td>
<td>2-3</td>
<td>3-4</td>
<td>5</td>
<td>10</td>
</tr>
</tbody>
</table>

**LAWN WATERING (Days between watering for warm season grass)**

<table>
<thead>
<tr>
<th>Dec &amp; Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>21</td>
<td>14</td>
<td>7</td>
<td>4</td>
<td>3</td>
<td>3</td>
<td>4</td>
<td>4</td>
<td>6</td>
<td>14</td>
</tr>
</tbody>
</table>

Water 1" per week in the cooler months, and up to 2" a week in the hottest months.

Cool season grasses are bluegrass, fescues and ryes. They are NOT RECOMMENDED for Moab.
I believe Eric Johanson, Engineering is coming to the meeting. Attached is the water fact sheet that we posted on the sustainablemoab.com website. I know most of you are familiar with the document. Below is a preliminary water user estimate:

Water Use by Sector

<table>
<thead>
<tr>
<th>Sector</th>
<th>Gallons</th>
<th>Quantity of Total Use</th>
<th>Percentage of Total Use</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apartments</td>
<td>6752</td>
<td>0.010999</td>
<td>1.099916105</td>
<td>21</td>
</tr>
<tr>
<td>City Well # 7</td>
<td>15030</td>
<td>0.024484</td>
<td>2.44842107</td>
<td>1</td>
</tr>
<tr>
<td>Commercial - City</td>
<td>100245</td>
<td>0.163301</td>
<td>16.3301</td>
<td>312</td>
</tr>
<tr>
<td>Commercial - County</td>
<td>1315</td>
<td>0.002142</td>
<td>0.214216481</td>
<td>11</td>
</tr>
<tr>
<td>Condos</td>
<td>2338</td>
<td>0.003809</td>
<td>0.38086</td>
<td>17</td>
</tr>
<tr>
<td>Institutional</td>
<td>68398</td>
<td>0.111422</td>
<td>11.14218924</td>
<td>216</td>
</tr>
<tr>
<td>Motel/Overnight Accommodations</td>
<td>95,269</td>
<td>0.155195</td>
<td>15.51953605</td>
<td>124</td>
</tr>
<tr>
<td>Parks &amp; Cemeteries</td>
<td>17524</td>
<td>0.028547</td>
<td>0.2854699323</td>
<td>21</td>
</tr>
<tr>
<td>Residential Multi Units</td>
<td>15608</td>
<td>0.025426</td>
<td>2.54257858</td>
<td>14</td>
</tr>
<tr>
<td>Residents - City</td>
<td>250,685</td>
<td>0.408372</td>
<td>40.83715475</td>
<td>1691</td>
</tr>
<tr>
<td>Residents-County</td>
<td>4768</td>
<td>0.007767</td>
<td>0.776718008</td>
<td>37</td>
</tr>
<tr>
<td>Trailers</td>
<td>30915</td>
<td>0.050361</td>
<td>0.503612358</td>
<td>11</td>
</tr>
<tr>
<td>Water Loses</td>
<td>0.006</td>
<td>0.6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Annual Total: 613865 95.25000197

FYI - many of the hotels in town that joined the Green to Gold Business Program have been receptive to messaging to their guest and learning about conservation. Attached are the postcards that were provided. Additionally, I have distributed over 200 door hangers about water conservation. I just dropped 20 more to Moab Spring Ranch yesterday.

Rosemarie
--
Dr Rosemarie Russo, Sustainability Director
217 East Center Street
Moab, Utah 84532-2534
435 355-0617
www.sustainablemoab.com

Please consider the environmental impact of printing.
Objective

To expand understanding of zoning tools available for regulating accommodations-based developments (and other uses, for that matter).

*Note: This is not an exhaustive list. Staff, with support from Landmark Design, will continue to research and share available zoning tools.
Zoning districts: add, subtract, modify

- Create a new zone district that allows many commercial uses except accommodations
- Or...modify one of the underutilized zone districts (e.g. General Business or Neighborhood Commercial, in the County)
- Create a more explicit “mixed-use development” district

Zoning district boundaries: expand or contract

- Pretty straightforward...increase or decrease the amount of land and number of parcels where accommodations developments are allowed.
Use rights: Principal, conditional, prohibited

- Should accommodations developments be allowed “by-right,” “conditionally,” or “prohibited?”
- “Conditional uses” are essentially permitted uses

Use rights: Zoning overlays

- Think HDH Overlay: A two-step process
  - legislative (discretionary) and administrative (non-discretionary) approvals
- A potentially effective tool for enabling new development rights when additional standards are voluntarily met
Other standards to consider re: “how much”

• Cap the number of new accommodations-developments per year

• Cap the number of units/rooms, sq. ft., occupancy, etc.
  • Per development
  • Total, per year

• “Community benefits”
  • Accommodations offsetting impacts and adding value to community

• Different standards/considerations for different uses
  • Hotels are different from condos, which are different from campgrounds

Zoning exactions

• Conditions imposed on a developer to mitigate anticipated negative impacts of a development

• Assured housing, an ordinance adopted by the City and County in 2018, is a form of exaction

• Impact fees are a form of exaction
Required co-location of compatible uses

- Aka mandatory mixed-use development (lodging + restaurant + retail OR lodging + office space + residential)

- As with form-based standards, potential friction between adjacent land uses can be addressed through operational requirements

- Examples of operational standards
  - Hours of operation
  - Shared parking
  - Noise restrictions
  - Use restrictions on certain levels within

Form-based regulations

- Much greater emphasis on aesthetic and operational cohesion than separating different uses

- Examples of form-based elements

- We already utilize *some* form-based regulation

- Can be much more staff and time intensive
Transfer of Development Rights

- Historically used for open space preservation
- Creates “2nd market” for development rights
  - “Sending” areas
    - Goal = limit development
  - “Receiving” areas
    - Goal = allow/support development
- Requires a coordinated plan with clear guidelines, “sending” and “receiving” areas, and underlying objectives.

Amortization of non-conforming uses

- Changing zoning may make some current accommodations “legal non-conforming uses.”
- Example: Bed and breakfasts in residential zones throughout the County are now legal NCUs.
- State law allows jurisdictions to “amortize” out NCUs so long as the owners can recoup their economic investments
A note about other “tools”

Grand County and the City of Moab may need to consider other policy tools, in existence or not, beyond zoning.

Examples: capital improvements, transit (shuttle/BRT), impact fees, code enforcement, noise, business incentive programs, tourism marketing efforts, etc.
1. **Introductions**—Introductions of the Advisory Committee and consultant staff were made.

2. **Project Purpose**—Mark Vlasic (Landmark Design) reviewed the purpose for this project, which includes:
   - Developing policies and ordinances to address overnight accommodations
   - Building upon City of Moab Land Use Update & Land Use Map Project
   - Expanding the scope of the City Update to address Grand County and Moab needs, as a unified effort
3. **Scope of Work/Schedule**—Mark Vlasic (Landmark Design) reviewed the scope of work and schedule for the project. In order to meet the deadline for the City and County moratoriums and allow the City/County time to adopt the new ordinances/policies, draft ordinances/policies and any other materials will need to be completed by Friday, June 28, 2019.

4. **Role of the Plan Advisory Committee**—The role of the Advisory Committee is to provide ideas, information and feedback throughout the planning process.

5. **Scoping Session**—The following issues, ideas and concerns were expressed by committee members during a general scoping session. These comments represent the opinions and perspectives of individuals, not the committee as a whole. There are areas of agreement/disagreement and convergence/divergence on current trends and goals/objectives.
   - More affordable housing for residents; slow development down meanwhile – current track is unsustainable
   - Slow down process so City/County can respond
   - Take away the unexpected nature of applications; It seems we are doing more following than leading
   - Like more coordination between City and County about what is going where
   - Would like Moab to be better integrated as part of making a good community; A strip of hotels up and down the corridor is probably not the making of a good community
   - Want similar communities within the area; seize opportunities; integrate housing into the rest/throughout the city
   - Mixed-use isn’t the go-to currently, but is most likely part of the solution; zoning doesn’t really encourage it and needs more specificity
   - Need/want a unified valley-wide vision that they can base decisions off of
   - There is a lack of economic diversity in community; Feel like this is tied to land use
   - It seems that zoning is frequently changed (often up-zoned) without regard to adopted plans; this needs to change
   - There are limited commercial development lands; Need to determine what lands are going to be reserved for development beyond overnight accommodations
   - Need a community dialogue; need to understand and talk about the benefits and costs of the tourism industry and where they want to be headed
   - Want to be a complete community; Want jobs with living wages—Currently, wages are being outpaced by real estate costs
   - Want a roadmap of how to be a better gateway community
   - Feel like recent local legislation/zoning has taken care of limiting nightly rentals in this area and that growth will most likely go to San Juan County, as a result. San Juan residents will still come here for services
   - Keep in mind the second homes don’t always stay second homes for long; they often become primary residences
   - Need to deal with current lack of permanent homes
   - Too much regulation on nightly rentals may welcome a preemption by the State forcing the community to accommodate more lodging than may be desired.
   - The market typically says to not stop hotel building until occupancy rates are lower. Currently they are still over 60%
• Feels like there is more of a locational issue, rather than functional issue; It’s more about where hotels/motels go, rather than if they come
• Locals wouldn’t care if more hotels are built if their basic needs are met
• Should include San Juan County in the discussion; San Juan County is in a state of change right now and may not be able to participate; Don’t want to assume San Juan County will be able to take the overspill
• Need a good solid ordinance that everyone feels good about; Create some fluidity/cohesion between city and county
• What is feasible and desirable? How do we create economic balance?
• Need to maintain and enhance community character
• Need to balance vibrancy of community/community character with a good tourist experience
• Would like a clear thread from plans to ordinances and budgets
• The form of development is important; Want to create a vibrant, pedestrian place, rather than large hotels and parking lots; Need to get the scale right in order to keep/create a pedestrian-scale downtown
• County residential zones – Have done a lot of work to solve some issues (using the segregation of uses); Feel like they need to work on commercial development segregation in order to keep prices down (so other non-hotel uses can afford to come in certain parts of the area)
• Water is a key consideration; Need to understand the constraints and not plan/develop beyond capacity; Other limits of growth need to be considered as well
• More restrictions on lodging can lead to higher prices; Higher prices will make Moab a destination for the elite; Is elite tourism bad?; What will it impact?
• Consider affordability—Moab vision in the past has been that is a resort city for everyone; Do we want to be elite or affordable?; Need a clear vision

7. **Zoning Toolbox Presentation**—Zacharia Levine, Grand County C&ED Director, made a presentation of possible zoning tools that might be used to address some of the issues and concerns at hand. Slides of the presentation are attached at the end of this document.

8. **Public Scoping Meetings**—Public scoping meetings have been set for Tuesday, March 26th from 5-7 p.m. and Wednesday, March 27th from 11:30 a.m.-1:30 p.m. at Moab City Hall. Both an evening and a mid-day meeting were set with the intention of reaching as many people as possible, particularly those that may have to work in the evening. Web-based resources, including a project-specific web site, will also be utilized to reach as many people as possible.
Dear Zacharia,

Thank you for the opportunity to submit the following scope and fee proposal for providing additional services. We understand that both Moab and Grand County have recently passed moratoriums prohibiting the approval of overnight accommodations, including hotels, motels, campgrounds, B&Bs and any other commercial uses associated with overnight accommodations.

In order to ensure that overnight accommodation is addressed comprehensively, we have been requested to incorporate the needs of both Moab and Grand County, as it is desirable that the two entities work together to create a common approach and solution. Furthermore, since Landmark Design is currently under contract to prepare an updated Land Use Plan and Map for Moab, it would be beneficial to fold the overnight accommodations scope into that project as a single, unified project.

Due to the focused nature and short deadline of resolving the overnight accommodations issue, Landmark Design will lead the effort with assistance from Lewis, Young, Robertson & Burningham (LYRB), which will provide specialty market and economic assessments.

I will serve as Principal-in-Charge and Project Manager and will be your Primary Contact. Please feel free to call me at our office at 801-474-3300 or on my cell 801-718-4353 if you have any questions or require additional clarification. If I am not available, you are welcome to speak to Jennifer Hale at the office number.

Respectfully yours,

Mark Vlasic, APA, AICP, PLA, ASLA, LEED Green Associate
Principal-in-Charge and Project Manager
1. PROJECT UNDERSTANDING

Moab and Grand County recently adopted 180-day moratoriums that temporarily prohibit the approval of overnight accommodations including hotels, motels, campgrounds, B&Bs and any other commercial uses associated with overnight accommodation. According accordingly, this allows both time to engage in focused study, develop policy recommendations and adopt ordinance changes that meet existing and future needs of each.

Landmark Design is currently under contract with the City of Moab to prepare an updated Land Use Plan and Map. Since that process is in the early stage of development, we are able to modify our approach and scope to incorporate a detailed assessment of Overnight Accommodations into that effort. We understand that all required work related to the assessment of Overnight Accommodations must be complete within the 180-day term of the moratorium, requiring that our current Land Use Plan and Map process and schedule for the Land Use Plan and Map is adjusted.

Since it is desirable to address the needs of this project as a unified effort by both Moab and Grand County, we propose a process that brings both entities to the table, thereby providing a unified and comprehensive understanding of the topic. Based on recent conversations with Zacharia Levine, we understand that Grand County is somewhat ahead of Moab in addressing the associated issues and potential solutions.

We therefore propose a process that brings Moab up to speed as quickly as possible, and that the scheduling requirements are adjusted to meet the needs of Grand County, which adopted their moratorium one-week earlier than Moab. We anticipate working closely with Moab and Grand County Staff, residents, and project stakeholders in the development of clear planning ideas, policies and ordinance changes.

As the terminal deliverables of this project, Landmark Design will develop draft policies and craft preliminary land use ordinances, which will be provided to each entity with sufficient lead time to facilitate adoption by their legislative bodies and codification by legal staff and others. The draft policies and land use ordinances shall be delivered no later than June 3, 2019.

2. APPROACH & PROPOSED WORK PLAN

Since we will be addressing the needs of both Moab and Grand County, we have made every attempt to quantify tasks and fees according to each entity. Please note that we are open to discussion and to make modifications that meet the needs of Moab and Grand County alike.

TASK 1: REVIEW EXISTING PLANS/POLICIES AND ORDINANCES

KICKOFF ADVISORY COMMITTEE MEETING TO ALIGN MOAB AND GRAND COUNTY EFFORTS

This task is designed to get the Landmark Design Team “up to speed” with current and past plan, policies and documents related to Overnight Accommodations in Moab and Grand County. This will also be a critical first step for Moab and Grand County representatives to meet
and discuss common issues, ideas and approaches related to Overnight Accommodations, land use, mixed-use development. Furthermore, this meeting will help bring Moab up to speed with Grand County so ensuing efforts as part of ensuring that approaches and solutions for each community are aligned and unified.

In order to ensure that a clear avenue of communication is established between the Planning Team and Moab City and to maximize the sharing of ideas and knowledge, we request that a single Project Liaison be assigned to the project who will be our point of contact and who will facilitate communication, organize meetings and venues, and serve as our sounding board.

A Kickoff meeting will be scheduled with Landmark Design Team members, a joint city/county Planning Advisory Committee, City and County staff, and other interested parties during the earliest stages of the planning process. Based on initial ideas, we anticipate that approximately ten representatives from Moab and a Grand County each (20 total) will represent the planning commissions, city council/county commission, city and county staff and citizens of both communities. Since we will be addressing Overnight Accommodations as part of our current Land Use Plan/Map project with Moab, we will break the meeting into two sections, beginning with discussions on Overnight Accommodations and segueing into discussions more specifically aligned with more general Land Use needs in Moab City. The costs associated with Moab City’s general land use planning needs are detailed and covered by a separate Scope of Work between Moab City and Landmark Design.

**Deliverables:**
- Review existing plans, policies and ordinances related to Overnight Accommodations in Moab and Grand County
- Plan Advisory Committee Meeting #1

**TASK 2: RESEARCH AND ANALYSIS/MAPPING**
Since the scope of work has been expanded to address Grand County, Landmark Design will need to expand our mapping analysis to the greater Moab Valley region. Working closely with Grand County staff, we will document existing land use conditions, utilizing existing mapping data as the basis of our work. This will require limited field/remote assessment efforts, and when complete will result in a map that clearly indicates existing uses for the valley.

- Review data and mapping
- Prepare base map and existing land use map for Grand County

**TASK 3: ALTERNATIVES DEVELOPMENT**
Once existing conditions have been mapped and analyzed, Landmark Design will develop Alternative concepts, ideas, solutions and policies for addressing Overnight Accommodations. We will work closely with our Project Liaison, Advisory Committee and others in this effort, in addition to our subconsultants from Lewis Young Robertson & Burningham, which will complete a growth management and overnight stay analysis for the City of Moab. As detailed in the following tasks, LYRB will work with the City and County to gather data to analyze the plans for residential and commercial growth within the City and County, as well
as review how the City and County’s tourism and overnight stay industry impacts commercial and residential planning considerations. The following section provides a detailed scope of work.

**Growth Management & Overnight Stay Analysis**

**Task 1.0: Project Orientation and Kickoff**
An initial kickoff meeting with City and County staff is crucial to help provide a vision for the entire project. The following tasks will be completed at the initial kickoff meeting:

- Orient staff to the project, identify data needs, and clarify scope.
- Receive feedback from the City regarding any concerns and issues so that these can be adequately addressed in the analysis.
- Establish consensus regarding timeframe and scheduling of project.

**Data Gathering and Exploration**
The data gathering and exploration process will include the sub-tasks listed below upon collecting the following data: City and County parcel database with assessor detail and property type data, business license data and licensing requirements, historic building permit data and currently proposed commercial and residential development, historic sales tax data and transient room tax data, overnight stay and visitation statistics available through the City and Grand County, and general plan documents associated with the City’s and County’s infrastructure.

**Task 2.0: Land Use Analysis**
LYRB will utilize city and county parcel database to review and analyze the City’s and County’s current land use based on property type and zoning. This data will be used to identify concentrations of commercial and retail development. Further, the parcel database will be used to identify the primary residential verses secondary residential units.

**Task 2.1: Business License Review**
LYRB will conduct a review of the City’s and County’s current business license database. This review will include a survey of the City’s and County’s requirements to obtain a business license for general accommodation (hotel, motel, campground), as well as short-term rentals. The business licenses related to accommodations will be geocoded to determine the geographic presence of commercial and residential accommodations within the City and County.

**Task 2.2: Sales and Transient Room Tax Review**
LYRB will complete a review of historic sales tax data related to accommodations. Further, the transient room tax (resort community tax, county-wide transient room tax, state transient room tax, municipal transient room tax, and additional transient room tax) will be analyzed to determine the fiscal impact of overnight stays on the City and County.
Task 2.3: Building Permit Analysis
LYRB will review the historic building permits by type. This analysis will include interviews with the City’s and County’s planners to determine currently approved and contemplated growth in the planning process, including commercial and residential development.

Task 2.4: Overnight Stay Review
Overnight stay and visitation data available through the City and Grand County will be analyzed to understand the demand on the community for short-term lodging.

Task 2.5: Infrastructure Review
LYRB will review master plan documents for the City’s and County’s major infrastructure systems including water, sewer and transportation. City and County staff will also be interviewed to determine the City’s and County’s current plans for growth management. LYBR will provide recommendations for future planning in consideration of the data gathered in Task 2.0 through Task 2.4.

Task 2.6: Supportable Commercial Zoning and Businesses Analysis
LYRB will determine what the types of businesses the Moab Valley is able to attract and retain, as part of creating mixed use developments. LYRB will build upon the 2017 Supportable Commercial Zoning Analysis completed for the Spanish Valley. LYRB will support the quantitative analysis with case studies of supportable industries from similarly regions or industries throughout the US.

Task 2.7: Coordination Meetings
LYRB’s scope includes two coordination meetings to review preliminary data, discuss findings and evaluate next steps. It is anticipated that a project of this nature will require direct coordination with staff and the consulting team to ensure the final deliverable meets the needs of the client.

Aligning Growth Management & Overnight Stay Analysis with Land Use Needs and Considerations
As these efforts are developed, LYRB will work closely with Landmark Design to develop land use solutions that address Overnight Accommodations in Moab and Grand County. Since these efforts are directly aligned with land use in both the city and county, and since the community vision and direction of growth for each may not be fully aligned with each other, it is assumed that two or more alternatives and concepts will be explored on the way to selecting a preferred approach and solution. These will then be presented to the committee and other stakeholders for advice, input and direction.

Deliverables:
• Growth Management and Overnight Stay Analysis
• Overnight Accommodation/Land Use Analysis Concepts and Recommendations

TASK 4: DRAFT POLICIES AND ORDINANCES
A) REVISED OVERNIGHT ACCOMMODATION POLICIES
Once a preferred approach for dealing with Overnight Accommodations has been developed, Landmark Design will develop draft policies for review by the Advisory Committee. While we anticipate the policies developed for Moab and Grand County may deviate slightly upon adoption, we will prepare a singular policy document for consideration by each.

**B) REVISED OVERNIGHT ACCOMMODATION ORDINANCES**

Concurrent with the development of policies, Landmark Design will work closely with our Project Liaison to develop appropriate ordinances for controlling Overnight Accommodations. We anticipate that this may include a variation of Form-based Codes concepts but may include other tools yet to be determined. Since time is limited and the crafting of ordinances is time-consuming, we anticipate a concerted effort to ensure project deadlines are met.

**Deliverables:**
- Updating the existing land use mapping, focusing on areas of known change.
- Determining any changes to the land use map to accomplish new goals.
- Incorporating detailed documentation and analysis of sensitive lands/ undevelopable land areas.
- Correlating the Land Use Plan and Map with future population estimates.
- Establishing goals and policies.
- Incorporating land use strategies to help maintain the Moab City “sense of place”.

**TASK 5: PUBLIC INVOLVEMENT & OUTREACH**

As described below, we will leverage and enhance the public involvement and outreach plan established for the Land Use Plan/Map project for the benefit of this project, ensuring that the needs of both projects are met as a unified effort. More specifically, we will meet communicate regularly with our Staff Liaison City to review progress and help refine the involvement process as part of meeting the needs of the moratorium studies.

1) **PLAN ADVISORY COMMITTEE**

We recommend the establishment of a Joint City/County Plan Advisory Committee that will provide overall guidance during the planning process. The committee should be prepared to meet three times during key stages of the planning process (Scoping/ Plan Alternatives/Draft Policies/Ordinances) and should include representatives of key city/county departments and staff, the Planning Commission of Moab and Grand County, Moab City Council, Grand County Commission, in addition to public representatives of both communities.

We anticipate one additional meeting than currently contracted.

2) **PROJECT WEB PAGE/SOCIAL MEDIA PARTICIPATION INFORMATION EXCHANGE**

Project web pages are a cornerstone of our planning projects. They not only facilitate quick exchange of information and ideas between planners and members of the public, but also help increase public knowledge and interest in the process while helping us to hear from people.
who may otherwise choose not to participate. As a result of these tangible benefits, project web pages have become an essential feature of our public projects.

**Landmark Design will establish a stand-alone project web page for this effort, with a unique URL.**

3) **PUBLIC MEETINGS AND WORKSHOP**
This involves getting direct feedback from Moab City and Grand County residents and stakeholders, as detailed below. This will further ensure that the wide range of community voices are represented and acknowledged in the plan.

**A. PUBLIC SCOPING MEETING**
In order to ensure the various voices of the public are heard, we propose holding two joint city/county scoping meetings during the early stages of the process of preparing the plan. We suggest holding the meetings at a well-known venues, one in Moab and the other at a Grand County location. We will provide opportunities for providing input (comment forms and maps, for example) and will break into small groups if crowds are large. We will work with you to create flyers and advertise the events, pushing invitations on-line and via email and Facebook, and leveraging other avenues for publicizing the meetings and encouraging attendance.

During these events there are no right or wrong answers or good/bad comments. All thoughts and ideas received will be recorded, analyzed and addressed in the adopted draft plan. The results will be presented to the Advisory Committee and posted to the web page for additional review and input by the public.

**We anticipate one additional meeting than currently contracted.**

**B. PUBLIC MEETING TO PRESENT AND RECEIVE COMMENT ON DRAFT OVERNIGHT ACCOMMODATION PLANS, POLICIES AND ORDINANCES**
Once a preferred approach, policies and preliminary ordinances have been developed, a public open house meeting will be held to receive public comments and input prior to finalization and adoption. Since this is a joint effort, we suggest holding the meetings at a single venue in either Moab or elsewhere in the study area.

**We anticipate one additional meeting than currently contracted.**

5. **CITY LEADERSHIP BRIEFINGS**
Landmark Design will brief members of the Planning Commission, City Council, County Commission as part of our normal site visits, providing a summary of progress. We assume we will meet with these groups jointly if possible.

**We anticipate two additional meetings beyond those currently contracted. These can be provided at no additional cost assuming they can be coordinated with our scheduled visits.**
TASK 6: APPROVAL PROCESS/FINAL LAND USE ELEMENT
We assume that adoption presentations will be handled by the staff of each city. If desired, Landmark Design will be happy to make presentations as needed to the Moab and Grand County Planning Commissions and Councils on a time and material basis.

Final Deliverables:
• One additional Advisory Committee Meeting
• One additional Public Scoping Meeting
• One additional Public Meeting to Present and Review Plan, Policy and Code Concepts related to Overnight Accommodations for adoption by others
• One digital copy of a unified City/County Overnight Accommodation Plan and Policies
• One digital copy of a unified City/County Overnight Accommodation Ordinances for codification by others.

PROJECT TIMELINE
As illustrated in the schedule on the following page, the Landmark Design Team assumes that the proposed policies and ordinances must be adopted by Sunday, August 4, 2019 (180 days after the adoption of the Grand County moratorium legislation on February 4, 2019). The schedule reflects preliminary dates and milestones provided by Zacharia Levine, with additional milestones included to bring the City of Moab up to speed. Since adoption and codification will take several weeks, we assume that production of all preliminary plans, mapping, policies ordinances and ordinances will be completed by the Landmark Design Team by Monday, June 3, 2019, leaving two full months for legal review, adoption and codification efforts by both entities. Finalization of policies and ordinances shall be completed through the formal adoption process as amendments are presented.

We will work closely with our Project Liaison to confirm specific dates and a detailed scheduled once our approach is adopted.
## Project Timeline

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<thead>
<tr>
<th>Proposed Schedule</th>
<th>MONTHS</th>
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<tbody>
<tr>
<td></td>
<td>March</td>
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<tr>
<td><strong>TASK 1: REVIEW EXISTING PLANS/POLICIES AND ORDINANCES</strong></td>
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<tr>
<td>Review existing plans, policies and ordinances</td>
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<tr>
<td><strong>TASK 2: RESEARCH AND ANALYSIS/MAPPING</strong></td>
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<tr>
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<tr>
<td><strong>TASK 4: DRAFT POLICIES AND ORDINANCES</strong></td>
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<tr>
<td>Revised Overnight Accommodation Policies</td>
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<td>Revised Overnight Accommodation Ordinances</td>
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<tr>
<td><strong>TASK 5: PUBLIC INVOLVEMENT &amp; OUTREACH</strong></td>
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<tr>
<td>Plan Advisory Committee Meeting (2 scheduled, one new)</td>
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<tr>
<td>Webpage setup and monitoring</td>
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<tr>
<td>One (1) Additional Public Scoping Meeting</td>
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<tr>
<td>One (1) Draft Plan/Policy/Ordinance Public Review Meeting</td>
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### COST PROPOSAL

As illustrated in the chart below, the Landmark Design Team proposes a fee of $37,490 to complete the tasks described in the preceding scope of work. This includes all fees and reimbursable expenses for mileage, travel, workshop preparation and similar requirements, which are estimated and will be billed at cost. In addition, we have made an attempt to itemize the portion of additional services that apply to Moab and Grand County ($17,195 and $20,295 respectively), assuming the proposal is accepted as a complete and unified service as outlined. To summarize, we assume all costs are shared equally, with the exception of additional mapping required for Grand County. If a unified approach is not ultimately accepted, Landmark Design will be happy to provide a separate fee proposal to provide similar services for either jurisdiction separately.

**Proposed Cost**
I am writing to urge both Councils to make the hotel moratorium permanent. By every measure, we have exceeded our capacity to accommodate more tourists;
- constant UTV and other traffic noise
- stop and go traffic in and out of Moab
- lines at Arches regularly extending to Hwy 191 with an hour to hour and a half wait
- inability to turn left or cross the street without a stop light
- crowded grocery store aisles (made worse by displays impeding passing other shoppers)
- long waits at restaurants (and poorly paid chefs so food quality is often sub standard)
- inability to escape motorized noise in the back country (land, air, and water)
- massive destruction of fragile soil crust and consequent dust storms
- stores that cater to tourists which necessitates travel to GJ or SLC for many items
- lack of pleasant outdoor restaurants due to high volume of traffic passing by
- absence of bike lanes, public parking, and park shuttles to reduce the tourist impact
- low wages partially caused by some hotel owners who bring in foreign workers
- inability to attract workers due to the housing shortage made worse by each hotel built
- infrastructure overload (water, sewer, trash, as well as police, EMS, medical)
- "neighborhood" streets lined with trailers and overrun with vehicles of all sorts
- tourists numbers double or triple local residents on many weekends
- poor air quality
- increased light pollution at night and its negative affect on parks, people, and wildlife.
- etc etc etc

Our Council members are well aware of all of these issues, and they need to be supported in their efforts to mitigate some of the damage to our community and to the psyche of its citizens. An open pipeline of more hotel tourists and overnight rentals will only hasten further destruction to our health, values, and lifestyles and make the job of the Councils that much harder.

Thank you.

Darcey Brown
2931 E. Bench Rd
Moab, UT 84532
435-259-6118
435-260-2373
The legal "use by right" needs to be eliminated. In general, all future overnight rentals should be eliminated. If this is arranged in such a way that there can be exceptions if approved by the City/County Council, that seems prudent.

Potential problems with the above, followed by possible solutions:
1) There are visitors coming who cannot find somewhere to stay. Quit permitting events during our busy season. Or only allow events smaller than a certain limit. Allow some existing events only if entry numbers are down-scaled. Encourage the Arches National Park reservation system, in case that actually does lower visitation numbers in Moab. Let the visitors learn that they need to reserve in advance or not come; give some motel/camping revenue to Green River/La Sal/Monticello/Thompson Spring. Completely quit advertising Moab (we can always start advertising again if needed), and turn all marketing efforts to educating visitors in low-impact visitation. I realize this is difficult, but try to find a way to make this legal - Drop TRT taxes and call them something else?

2) Locals who have owned commercially zoned property in the Moab Valley for 100 years (or 2 years) and want to sell it for a hotel; they've been paying property taxes for 100 years (or 2 years) and give that as a reason that they should have this right. The property remains commercial property even without the possibility of building another hotel, and they can still sell it for other commercial interests. They do not have an automatic right to make the most amount of money possible, at the expense of the community whether they have lived here a long time or are an outside investor. If they've been paying property taxes for a long time, they have probably been using/benefiting from the property during that time, and likely have been using the benefits (schools, etc.) that property taxes incur.

3) Locals who own a home that they desire to convert to a bed and breakfast or overnight rental, for financial reasons. Homeowners do not have a right to do harm to their neighborhoods. One compromise legislated by some communities (for example, Austin, Texas) is to allow any homeowner to rent out their home short-term for up to two weeks per year. This can be quite lucrative if done during a big event, yet has relatively small impact on the neighborhood.

Miscellaneous visions of our community in future years:
There are noise requirements for all vehicles on our roads, so unless the technology has changed, their are no UTVs (razors) or noisy motorcycles on our streets.
There is at least one event-free weekend each month, including in the busy spring season.
The night-sky ordinance has successfully kept our night skies dark.
New construction always incorporates at least some aspects of passive solar construction, lowering energy consumption immensely. All contractors take this for granted, and have learned how much sense this makes.
(There are no more new dwellings like the new twinhomes on West Highland Drive with one tiny south window for two dwellings and lots of west windows to heat up both units.)
Before disturbing soils and vegetation over more than a minimal area, a restoration plan is required, to avoid increasing dust in the valley. These can be simple, or more complicated, depending on size.
Thank you for the opportunity to comment. I sincerely thank city and county council members and planning commissions for initiating the moratorium and this planning effort, and for all of their research and efforts to make this community a better place to live.

Mary Moran
1991 Highland Drive
Moab
The completion of the USGS Spanish Valley Water Study in 2018 requires the revision of the Spanish Valley Water and Sewer Master Plan completed in 2017. The USGS Water Study significantly reduces the underground water available for future Spanish Valley development. San Juan County will probably not receive any further allocations of Spanish Valley ground water and will need millions of addition funds to develop an alternate water source from either the Colorado River or Kane Creek before water is available for commercial development.

Water Right 09-2349 allows San Juan County to pump 500-acre feet of water from their current well. Utah’s State Engineer stated in his approval of Water Right 09-2349 that future allocations were based on the assumption that 11,000-acre feet of water flowed under-ground from the Glen Canyon Aquifer through Spanish Valley into the Colorado River. The recently completed USGS Study found that there is almost no flow of underground water into the Colorado river.

In addition, the USGS study concluded that only approximately 6000-acre feet of water was available in the underground aquifer for future development by San Juan County, Grand County and Moab City. Since the Aquifer is over allocated by 200%, and Moab - Grand County have Water rights much older than San Juan County, the probability of San Juan county receiving additional water from the underground Glen Canyon Aquifer is very small. Utah is currently adjudication all water rights in Spanish Valley and final ownership of the 6000 ac-ft of water will not be determined for up to 5 years.

Water Right 09-2349 has sufficient water from the Colorado River or Kane Creek to complete all Phases of development in Spanish Valley. However, developing culinary water from either the Colorado River or Kane Creek will require millions of dollars above the current funds of 5.1 Million.

The 500 ac-ft currently allocated to San Juan County will supply culinary water to the current residents and approximately 600 additional ERUs. The number of undeveloped residential lots current approved by the County is unknown, but probably exceeds 600.

The current residents in San Juan County are paying for the sewer and water infrastructure and the residents are entitled to the 500 ac-ft of available water.

**A moratorium on commercial development in the Valley including Highway 191 is necessary until additional funds are available for development of the Colorado River or Kane Creek water. A moratorium is also necessary until the Utah Division of Water Rights determines who is entitled to the available underground water in the Glen Canyon Aquifer.**

William love
I know the deadline for comment is past; I was out of town last week and didn't see the local newspaper until after the deadline. That being said ...

I am strongly in favor of dimming the lights in Moab.

One of the reasons I moved to Moab 7 years ago was for the night skies. I love the stars. I love seeing the Milky Way from my back yard. For me this is grounding.

I think all living things need light - and darkness. We need the contrast. There's no reason to use lighting fixtures that light up the sky instead of the sidewalks and streets.

As Moab grows, our choices become increasingly important. Let's vote for dark skies now, for the contrast between day and night. Creatures deprived of darkness don't fare well. We all need to sleep.

Kris Westrum
Bryony Chamberlain

From: Kiley Miller <moabkiley@gmail.com>
Sent: Monday, April 01, 2019 9:51 AM
To: kpehrson@sanjuancounty.org; walterbird@sanjuancounty.org; sjrnews@frontiernet.net;
williegrayeyes@sanjuancounty.org; kmaryboy@sanjuancounty.org; Bryan Torgeson;
eliseerler@utah.gov; Moab Times Independent; Grand County Council; MOab City
Council

Subject: No we are not

All-
San Juan County administrator Kelly Pehrson claims that we here in Northern SJC are for growth and development, you couldn't be more wrong. Who in their right mind after purposely moving to a very rural area would want an entire new city built next to their home? A majority of residents in Spanish Valley do NOT want this. Yes SJC, Sitla and Landmark came in and did their design study and had meetings, we knew about them but like so many here was working 6 days a week 12 hours a day so couldn't make the few meetings, nor as a 21+ year SJC resident and property owner did we get a flyer or any notice about it. We heard about the plan and meetings by word of mouth.
Planning & Zoning Director Walter Bird claims he felt "thrown under the bus" well imagine how all of us who live here feel hearing that y'all want to double the population of our valley, and completely alter our way of life. Imagine how the people of Spanish Valley & those living near or on Sunny Acres Lane feel about an enormous Loves Truck Stop gas station being built in their back yard and that our dark skies are now going to be illuminated throughout the night and trucks will be idling 24 hours a day. We appreciate commissioner's Grayeyes and Maryboy listening to the concerns of the residents of SJC, tabling the decision and scheduling a public hearing in Spanish Valley so we who live in this valley can take part in a decision that will so greatly impact our way of life.

Kiley Miller
John Rzeczycki
120 North Pole Canyon Rd.
Moab, SJC 435-260-1881
Moab Area Land Use

PUBLIC OPEN HOUSE + ADDITIONAL COMMENTS VIA EMAIL – SUMMARY OF COMMENTS
Moab City Center Building

Tuesday, March 26, 2019 5:00 to 7:00 p.m.
Wednesday, March 27, 2019 11:30 a.m. to 1:30 p.m.

TOTAL IN ATTENDANCE (those who signed in): 107 (57 on 3/26; 50 on 3/27)
Total Written Comments Received at Meetings: 25
Total Written Comments Received via Email (as of April 2, 2019): 26

The purpose of the open houses was to get a sense of residents’ current concerns and desires, particularly relating to the moratorium on overnight accommodations, as well as their concerns and desires for the future. The following summarizes key ideas heard at those meetings and input submitted via comment form and email (received as of April 2, 2019).

The purpose of this document is to capture the primary themes and sentiments expressed during the open house events. If you feel like there are any omissions or mischaracterizations of comments submitted to date, we encourage you to send or call us your feedback at moab@ldi.ut.com or 801.474.3300 (ask for Mark or Jenny).

Quality of Life

General:

- Moab has experienced significant growth in recent years, especially within the lodging and tourism sector. Many characterized this trend as too much, unwanted, and/or undesirable growth, and that it had fundamentally altered the community’s character. Many suggested the Moab Area no longer feels like the place and community they valued, identified a lack of balance in the growth that has occurred, and noted different ways in which their quality of life has diminished, especially in the last three to five years. It was relayed that residents, friends, and neighbors have been moving away or making plans to do so, because of these changes.
- It was suggested that Moab and Grand County should take advantage of current opportunities to “creatively turn around the accelerating slide towards social, economic and environmental catastrophe.”
- Strong desires to slow growth (in general, and in the lodging and tourism sector) to a level where people will still want to live and recreate here was expressed, with sustainable growth” and “smart growth” being used to describe this shift.

Community Character:

- There is a great desire (and vision) for Moab to be a place that is “more than tourism” (See “What would you like Moab to be in 20 years?” section below)
• There is a desire for the Moab Area to be comprised of a diverse population; Some expressed concerns about fees/restrictions/economic conditions that might discourage or prohibit certain populations from visiting or living in the Moab Area.

Transit/Transportation:

• Traffic and congestion have increased dramatically with growth/increased tourism; specific problem areas cited by residents included:
  o The north end of town where US 191 changes from two lanes to four,
  o Recently signaled intersections,
  o Left turns in the downtown core, and
  o Parking.

These transportation trends, including infrastructure deficiencies, are seen as an impact to resident’s quality of life and as a public safety issue.

• Regional transportation planning was identified as a need, with the following considerations being highlighted:
  o Bicycle- and pedestrian-friendly roadways
  o Curb cuts and dedicated lanes
  o Special attention to Spanish Valley Drive (particularly, its speed and impact to surrounding neighborhoods)
  o Carrying capacity and level of service studies
  o Public transportation and transit
  o Travel between the future USU Moab campus and downtown, as well as multi-family housing and employment issues
  o Future bedroom community development in nearby communities such as Monticello, Green River, and Thompson

• Parking was cited as a big concern. Specific circumstances described included:
  o Inadequate parking at homes where multiple people staying overnight or living, which often results in illegal parking or blockages of adjacent neighbors, and
  o Inadequate parking for different user groups (e.g. trucks and trailers).

• A need and desire for public transportation through the Valley and to the National Parks was communicated, particularly if significant amounts of residential development occurs in the southern reaches of the Valley; Public transportation may need to be considered from nearby communities such as Monticello and Green River, if rent/housing continues to become less affordable and workforce housing shifts to those areas.

• Some identified the need for more protected bike lanes as current bicycling conditions could be viewed as unsafe. Green infrastructure for stormwater management was cited as a potential use for establishing a buffer.

• The Moab Area has developed with relatively wide residential roads, and current standards also require wide roads to be constructed in new developments. Some recommended rethinking the road design standards and considering other beneficial uses in place of some roadway width and that development costs could be reduced by reducing road construction costs and land dedicated to roads instead of other uses.
Overcrowding:

- Many expressed the ratio of hotels, short-term rentals, and other overnight accommodations to permanent residences as severely unbalanced (too many overnight accommodations); They suggested that the current supply of accommodations is sufficient and wanted to see a limit put on building additional accommodations in favor of, or in addition to, putting more attention towards the needs of Moab residents.
- It was suggested that different overnight accommodations should be treated differently (e.g. hotels vs. RV campgrounds). One person mentioned there were not enough places to accommodate RVs in Moab. Others suggested that “out-of-town” ownersdevelopers should be held to different development standards than “local” owners/developers. Yet another individual feels like City/County to treat nightly condos projects differently than hotel projects, citing that condos have greater opportunity to be more sustainable (use less water, hire local property management companies, etc).
- Multiple individuals reported anecdotes from tourists/visitors that overcrowding in Moab negatively impacted their experience and may not or will not return, with one of those individuals saying that a recent guest at their condo/rental said, “This is a great place you have here, but there are too many people. We may or may not come back.”
- A sentiment of special event fatigue was expressed. Many feel the number and size of events occurring in Moab has increased, and the season for events taking place has extended. They expressed a desire:
  - To see fewer events permitted,
  - Additional restrictions placed on events, and
  - Periods of time restricted from events, such as a certain number of no-event weekends even during peak seasons.
- The proposed Arches National Park reservation system was identified as a potentially beneficial change for slowing visitation.

Noise:

- Noise from UTVs and other motorized off-road vehicles was identified as another major concern. One resident stated, “City residents aren’t allowed to have roosters, yet UTVs are allowed at all hours of the day.”

Environmental Impacts

Water:

- Many expressed concern about having adequate water, especially with the amount of development/growth occurring; They expressed a desire to see greater coordination with San Juan County over this issue.
- Water consumption by tourists was specifically raised as a concern; Possible solutions offered were using water tokens to set limitations on time/amount of water consumed and regulating the size of pools that hotels can build.
- Others expressed that development/current activities/land use practices (grazing) impact the water sources and should be considered when planning for the future (e.g. the “dust on snow”
phenomenon is changing the hydrology of the Colorado River); It was mentioned that these activities also impact the local soils and that soil is also a non-renewable resource.

Landscape:

- It was noted that dispersed camping is taking a toll on the environment. Commenters suggested that overuse of the landscape is occurring, and questioned what the carrying capacity of the land. It was suggested that conversations between the local government and state/federal entities need to happen to minimize these impacts and come up with a solution.
- A feeling was expressed that public lands also have a “carrying capacity” and can’t take the current amount of people/use. For example, adding a second access point into and out of Arches NP might address traffic and auto congestion, but it does not increase the land’s carrying capacity.
- UTVs and other motorized off-road vehicles were reported to have greatly increased and encroached in both natural and residential areas the last few years. Commenters noted that the desert is delicate, and expressed concerns that the level of disturbance occurring could cause about “dust bowl” conditions.

Air Quality: Some communicated their experiences with and concerns about worsening air quality caused by grazing, development, and touristic activities in the area. They suggested the City and County need to record/track/mitigate before it becomes a bigger problem.

Light Pollution: Residents communicated a strong desire to protect dark skies in the area. They expressed concern about the impacts of development in San Juan County to the night sky and desire to see coordination between Grand and San Juan counties on the effort.

Wildlife Habitat: Reminders were expressed regarding the need to think about the impacts of development/tourism on wildlife and wildlife habitat.

Visitor Education: Many brought up a need, and potential, for spending less money on marketing/advertising Moab as a destination and spending more money on visitor education (e.g. how to limit impacts on and provide care for the area’s unique environment).

Regulation/Local Government/Planning

- Feelings were relayed that local government has not exercised enough will power in denying unwanted development or enforcing regulations on-the-books, and that up-zoning has occurred too often. The need to support local government officials as they make efforts to mitigate some of the “damage to our community” was also communicated.
- Many expressed a desire to see more regulation/controls put into place that would give elected officials far more discretion in determining which projects get approved and constructed, rather than “pre-approved” or “use by right” zoning that currently exists in commercial areas.
- Some observed that a lot of new construction has been/is out of scale for the town; In lieu of large hotels, commenters recommended only allowing smaller-scale hotels, inns or B&B’s and possibly requiring them to have street-level retail or restaurants and adjoining workforce housing.
• There was a desire by some to see zoning regulations in the City of Moab overhauled, specifically: consistency in height calculations, measuring setbacks and clarity in hillside development regulations.

• Some would like to see tiny homes allowed in residential housing areas, with a tiny home specific building code being instituted to make these a compatible use/viable housing option.

• There was a strong desire expressed for a permanent or lengthened moratorium to stop or slow down growth. Another common sentiment was the desire to limit the number of overnight accommodation units allowed.

• Many felt like development has happened without much thought to planning for the future or what residents want Moab to be. There was expressed that zoning could be a way to choose what you wanted. What is the end in mind? Do we want unlimited tourist growth or do we want to be sustainable? If you don’t build it, they won’t come. Zoning seems the best way to do that.

• Many residents commented on the need for more regulation in the future. Specific concerns/ideas suggested included:
  o **Design:** Create design guidelines or other mechanisms to give new construction a direction that cohesive and thoughtful.
  o **Viewsheds:** Look closely at implementing set backs and height restrictions to preserve valuable views of the canyon rims.
  o **“Old Town”:** Create an overlay that helps preserve the sense of history and place of Moab.
  o **Open Space:** As the area densifies, acquire open/green space acquired. There is currently a need for more pocket parks and community gathering spaces and open/green space could be mandated in new developments.
  o **Trails:** Require new developments to provide easements and connections for/to a non-motorized trails.
  o **Sustainable Architecture:** Require new construction to incorporate passive solar construction.
  o **Sustainable Practices:** Require low flush toilets and showers in all new and existing overnight accommodations; Require hotels and retail businesses to recycle.
  o **Vegetation/Soil Disturbance:** Require a restoration plan for the disturbance of any soils or vegetation.
  o **Noise:** Implement noise requirements on all roads and investigate implementing a no UTVs or noisy motorcycles policy on city streets.
  o **Parking:** Require adequate on-site parking for recreational vehicles/trailers for all overnight accommodations.

• There was a desire expressed to see incentives and more flexibility for desired uses and less incentives and flexibility for undesired uses (e.g. tourism-related businesses). It was suggested that new hotels could be required to include street-level retail or restaurant space.

• One individual expressed that County high density residential overlays don’t work in agricultural and existing residential areas and that existing road infrastructure cannot handle the increase in population.

• Some feel like the State and locals define a good “quality of life” differently and expressed a concern that State laws could potentially limit options that might work best for the Moab area.
• One individual expressed a feeling that landlords in the area need to held more accountable; Conversely, another individual expressed a feeling that there are good landlords out there (nightly rental, specifically) and that these good landlords get “punished” with additional requirements and fees because of the actions of others.

• A concern was expressed that if stricter restrictions occur in Grand County, developers will shift their attention to San Juan County. The amount of potential growth in San Juan County frightens some, particularly because San Juan County currently relies on Grand County for its emergency and sanitation services, and there was a desire expressed to see cooperation/planning between the two counties. One individual suggested that certain requirements could be required if/when development San Juan County is allowed to be serviced by Grand County Water and Sewer services, for example: the implementation of dark sky ordinance, lot size/density restrictions, limitation on large scale development and other commercial enterprises that don’t match the Grand County’s vision.

• One individual expressed a desire for Grand County and Moab work together/function as one “greater Moab area city-county”. They suggested that Grand County annex into Moab (south of Moab to the County line).

• Several individuals articulated the likelihood that an economic slowdown is likely to come. One individual mentioned that the City/County should use any downturn to catch up and get significant planning completed.

Overnight Accommodations/Higher Density in Existing Residential Neighborhoods
Varied concerns and opinions were expressed regarding overnight accommodations in residential areas, including the following:

• Allow nightly rental and/or higher density developments in existing residential areas (R-2 zones) causes conflicts; Zoning has been too easily changed on a property by property basis in the past and they would like to zoning be used and enforced to protect existing residential neighborhoods.

• R-3 zones are already mixed-use zones; Overnight/short term rentals should be considered in those zones.

• Rather than outright ban, provide less restrictions on short-term rentals in residential areas; For example, consider limiting the number of weeks or times a year that a home can rented out (Telluride and Austin have both done that).

Economy

• Many expressed a desire for greater local ownership or a direct benefit from tourism to the local community, rather than large corporate/"chain" businesses. Many feel like these large corporate businesses don’t offer fair wages or support the local community (e.g. donations of time/money) and that these large, national chain hotels are “irreparably altering” the physical character and sense of community in the Moab area. One individual expressed the desire to see any resident be able to open up a B&B with profits coming back into the community/to local residents rather than the profit to go to large chain hotels, and another suggested that permits to build new overnight accommodations only to be issued to people who live in the Moab area.
• There is a strong desire to diversify the types of businesses and economy in the Moab area, with a belief that this could help lower the area’s vulnerability during an economic recession.

• There was also a strong feeling that making money/profit currently seems more important than other pressing issues, such as overcrowding, caring for local/natural resources, etc.; Specifically, there was disappointment expressed that the decision to implement reservation system at Arches—that is anticipated to solve some of the overcrowding/overuse issues—was put on hold because of concerns about the impact to local revenue. One individual put it this way, “Greed is not a planning tool and has reigned supreme in the last several decades.”

• Many feel like space for new commercial enterprises is very limited and that skyrocketing land prices have shut out desirable small entrepreneurial/creative/non-profit opportunities. With every hotel that comes in, they feel like valuable space for other needs disappears and, therefore, would like to see less hotels and more opportunities for other types of businesses.

• Several questions or ideas relating to assessing additional taxes/fees to control or manage unwanted overnight accommodations were expressed, including:
  o Can a local fee be assessed in addition to the state tourism tax?; Are there any additional taxes/impact fees to pay for the tourism-related impacts that could be used to improve conditions in community (for example, improve salaries for teachers, police officers, etc.)?
  o Do timeshares pay transient room tax?
  o Can hotel owners be assessed an additional fee/tax to mitigate for visitor/tourism impacts to infrastructure, EMS services, law enforcement, etc.? Can they be required to “give back” to the town in such ways as affordable housing, education/environmental stewardship programs, and assisting vulnerable populations?

• A few commenters talked of property taxes have increased dramatically for commercial properties. They feel that the increase to property taxes makes it harder to build a successful/profitable business.

• There was a strong desire for advertising of the area to either be stopped entirely or put on hold. One individual felt like advertising should at least be truthful/accurate and, in doing so, would say something like, “Come to Moab to wait in line and hear noise of Razors”. Others expressed a desire to see funding from advertisements promoting tourism shift to educating visitors on how to recreate responsibly/take better care of the land.

• One local business owner felt like as tourism has increased and hotel prices have gone up, there doesn’t seem to be a proportional increase in revenue for local retail businesses.

• Many feel that local businesses are overwhelmed by the amount of tourists, with specific examples including restaurants having long (2 hour) wait times at dinnertime and City Market not being able to keep the basic necessities stocked on their shelves.

Housing

• There was some support for higher density expressed, if that density was used for housing local residents.

• One individual mentioned that they would rather see affordable housing dispersed around town, than the south end of town grow.
• Many recognized that affordable housing and limited growth can’t happen without higher density. One individual mentioned that a conflict of desires exists in the area with many residents wanting to see more affordable housing, but not wanting that housing in their own “backyard”.
• A desire was expressed for impact fees waived for affordable housing.
• Several individuals mentioned that they would like to see employers provide housing for their employees. They related that there are many people living out of cars to survive/make ends meet and then they get fined for doing it. There is a great desire for change and solutions to this issue/problem, with one individual suggesting the provision of safe places for temporary workers to park and camp if they unable to afford housing.
• There was optimism expressed regarding the housing that is planned adjacent to the future USU campus. They relayed that there will be both student housing as well as housing for the larger community.
• There was also a fear expressed that some affordable housing is being acquired and flipped (sold at market-rate prices) to make a profit; This situation was specifically linked to those getting help from the Self-Help Housing program, a federal assistance program.
• Some expressed a feeling that the lack of residential housing for year-round residents deters a healthy and diversified population.

Employment

• There is an overwhelming agreement that tourism-related jobs do not pay enough for employees to find adequate housing in the area and many feel like their employers should be required to provide affordable housing options for their employees. One individual mentioned that they would like to see a minimum wage increase in Moab to help solve this issue.
• Many see the lack of affordable housing as a deterrent to attracting labor, high skill labor and essential services (teachers, police, nurses, etc.) in particular.
• There was an expression of not enough employees on multiple levels, with some feeling like the number of hotels are putting a strain on the overall available workforce in the area and others citing that employed people have to work long hours because there aren’t enough employees.

Growth

• There was expression by a fair amount of people that people live off of tourism in Moab. Some individuals felt like you can’t stop growth from happening and others that believe that market will monitor itself (e.g. developers won’t invest/build in an oversaturated market)
• A few individuals feel like a greater demand for hotels is a good sign and is much better than the lean times that used to exist with the feeling that that any new hotels should be allowed in the downtown and in commercial areas.
• One individual mentioned that Arches could open up the other end of the park to help facilitate the number of visitors they get, rather than limit/require reservations.
Re: This Planning Process

- One individual expressed the desire for the City/County to invite developers and pro-development residents to the table and get their input on the moratorium.
- Another individual thought it was important for the project team to reach out to the younger people working here, specifically those who want to stay and live here, but are currently working multiple jobs.
- One individual was overwhelmed by the amount of conflicting desires/needs in the community. When they asked “How are we going to solve it?” the Mayor of Moab responded that it wasn’t going to be solved from the top down, but that the community will solve it together.

Examples to Consider

There was a strong desire to look for possible solutions—specifically, smart and slow growth strategies—both inside and outside of the State of Utah. Specific places mentioned include:

- **Ashville, NC**: Limited nightly rentals/hotels
- **Telluride**: Stopped development and the town still continued to thrive
- **Gatlinburg, TN (Gateway to the Smoky Mountains)**: Engaged with state representatives to get things resolved
- **Park City, Dot Creek (Cedar City) and Kayenta & Ivins (St. George area)**: Potential local examples to look at

What would you like Moab to be in 20 years?

During one of the open house sessions the question “What would you like Moab to be in 20 years?” was asked. The following answers were vocalized in that meeting and comments received after.

- A walkable community
- A family-centered community with younger people/young families; One that isn’t dominated by tourists
- A place that is safe to bike
- A diverse economy; Employment opportunities for different skill sets
- More remote/tech employment opportunities
- Opportunities to build local businesses
- Improved internet/co-working spaces
- A constructed USU campus (more students and faculty)
- Well-funded schools and EM services; A hospital
- Improved road infrastructure
- Better law enforcement (enough to match the number tourists that come here)
- A place people want to live (not a strip of businesses like Las Vegas)
- Have a balance of hotel rooms with residential
- A focus on the natural world rather than restaurants, hotels, services, etc. (this may require charging more/would have an impact on affordability to the tourist)
- Parking lots or garages at both ends of town—to get people parked/out of their cars and create a more walking centered community
• Denser housing near downtown
• Narrower streets
• Permaculture/urban gardening opportunities; Restaurants that compost their food waste
• Public transit along Hwy 191 and to Arches; Also along Mill Creek Drive and Spanish Valley Drive
• More green infrastructure to mitigate flooding and overwhelming heat during the summer months
• Affordable; Livable; Diverse; Cooperative
Briefing to: County Council  
Subject: New EMS building  
Date: April 2nd, 2019

Reason: Grand County EMS has been in need of updated/new facilities for over a decade. Our current facilities are a hodgepodge of dilapidated buildings with many issues. Below is a list of the facilities:

<table>
<thead>
<tr>
<th>Main Station</th>
<th>Training Facility</th>
<th>Melich House</th>
</tr>
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</table>
| • Built in the 1960’s  
• Remodeled in 1988  
• 6 ambulances housed inside  
• 4 vehicles housed outside | • Built in the 1950’s  
• Multiple remodels  
• Admin office area  
• Department training rooms  
• Some storage for files and equipment | • Original construction 1904?  
• 2 bedrooms, kitchen, bathroom and living room |

The current facilities are not large enough to accommodate the needs of the service; in addition, they are spread out over several city blocks, leading to numerous inefficiencies, safety hazards exist, and delayed maintenance and updates needed go into the 400K range. Many plans and ideas have been presented over the last 10 years, none of which were either feasible at the time, or did not involve some large unforeseen circumstances.

As the Department continues to grow, a clear direction is needed. Soon the SSD will need to solidify an agreement with the County for use of the current buildings. Our buildings are becoming a serious stumbling block to everyday operation and recruitment and retention.

Options: Many options exist, and many various plans have been drawn up in the past. Currently we see 3 viable options (not in order of preference or viability):

1. Remodel/Addition at the current training center.
2. Utilize property from the Health Care SSD behind the hospital to build a new building incorporating all the functions and needs of the service.
3. Put money into current buildings to reduce the need for 5 years.

**Remodel/Addition Current Training Center:** 2 options exist for this possibility, a full and complete remodel and addition all connected, or a 2 phase approach with a new building where the current pavilion is for ambulance bays and living quarters as phase 1, and a remodel of existing space as phase 2.

In 2015 we contracted with an architect to develop plans to do a full and complete remodel and addition (plans are attached). Cost estimated at the time place this option at 3.5MM, assuming a 10% cost inflation rate per year it’s estimated that would put the cost today at 4.5MM.

We also developed plans for the 2 phase approach. This option starts by building a new building where the current pavilion is. The new building would accommodate the needed ambulance bays and living quarters (plans attached). Keeping the current building and new building separate reduces the code burden for construction. The unofficial cost estimate for the new building is 2.7MM. The second phase of this project would be to remodel the current building to bring it up to current needs. No plans as of yet have been developed for that, but the architect estimated based on its square footage that those cost would be around 1.6MM.

In both of these options some road blocks stand in the way:
- Due to the restriction on the deed for the building, the American legion would need to approve any alternations to the property.
- Not enough parking spaces currently exist to meet city requirements.
- The property is zoned R-3, which civic building are not a permitted use.
- Convincing the neighbors it’s a good idea for us to have a station up here will be tough.

Some positives to the location:
- Utilities are very close and are adequate for the needs.
- Very central location for responses, easy access both north and south of town.

**Utilize Property from the Health Care SSD:** The health care special service district has a few acers on the MAPS campus area that they would be willing to part with for a new EMS building. During 2017 we again contracted with an architect to develop preliminary plans for a new facility on that property (plans are attached). This process involved meetings with the City, and also with Mike Hogan of Hogan construction. Ultimately even after reducing the size and looking for value engineering options the cost was 7MM.
**Put money into current facilities:** This option would also require us to purchase a home somewhere close to the shed or training center as the melich house is completely inadequate for staff housing. If we purchased a home and put about 150k into our current facilities we could delay needing to build a new building for about 5 years.

Items needed are:
- New roof at the Training center (50k)
- New roof at the Shed (50k)
- HVAC upgrades at the Training center (15k)
- Need framed office space at the Training center (15k)
- Changes to Shed layout to secure EMS area (10k)
- Purchase a new house for staff (300k)
HASU Biannual Report for April 2nd, 2019

1. 2019 Financials/Budget:
   a. HASU received its 2018 FY audit in March of this year. There were no findings in the audit. The FY 2019 HASU organizational budget continues to show revenue growth for HASU as we continue to develop more projects outside of MSH.
   b. HASU will finish its ninth Mutual Self Help grant in August and we expect to receive more funding for our 10th grant as construction prices for modest single family homes have increased.

2. Section 8/Housing Choice Voucher:
   a. Currently 44 vouchers are issued for the Section 8 program.
   b. The waiting list for the Voucher program is open and taking applications. The wait for a Voucher is around one year.

3. Crown (rent to own):
   a. All Crown homes in Blanding, Monticello and Moab are occupied. These are historically always full as they offer rents for three and four bedrooms of $600-$750/month.
   b. We are working with the families at CROWN at Rim Hill on Madison Way off of Boulder Ave to purchase their homes after renting for fifteen years. For families that have not been in the home 15 years an equity split deed restriction is placed on the home after sale.

4. Cinema Court:
   a. Cinema Court continues to maintain a low vacancy rate. Waiting list for all units are as followed; 23 on the one-bedroom, 37 on the two-bedroom and 25 on the three-bedroom.
b. The project continues to be well managed with a low vacancy rate and a strong balance sheet.

5. **The Virginian Apartments:**
   a. The Virginian Apartments is at 100% vacancy and we are utilizing grant funds to build a fence and cabinets and countertops in some of the units. Waiting list for one-bedroom units is about one year long and shorter for the two-bedroom units.

6. **Mutual Self-Help Program:**
   a. Work in the Valley View subdivision on Bonita St. off Mill Creek Dr. has concluded. We finished the final eight homes in December of 2018. All in all we were able to build 28 new homes in this subdivision for 80% AMI and below families.
   b. Our current build is located in Blanding with five homes. We are also doing two rehab homes here in Moab that will finish our 9th Mutual Self Help Grant.
   c. We anticipate submitting our 10th Mutual Self Help Grant in the coming week(s). This grant will provide funding to build another 20 homes that will primarily be built in Grand County. At this time we are looking at doing 11 homes in our Wingate Village subdivision and nine homes utilizing the Moab Area Community Land Trust property. Depending on timing we’ve also talked with some developers who may utilize the new HDH overlay and may build some MSH homes in the new overlay zone.

7. **MAPS Senior Living**
   a. We are hopeful that we’ll be breaking ground on 36 new units of affordable, senior housing this summer. This project is located behind the Hospital and Grand Center and was donated by the Canyonlands Healthcare Special Service District. This project will have 30 one-bedrooms and six two-bedrooms at rents from $285-$$750/month.

8. **Wingate Village**
a. Wingate Village was awarded LIHTC’s (tax credits) this past December in the 2019 round. We were not given all the credits we requested, however, and it seems investor appetite for small rural projects is not strong so we are continuing to work on the construction budget and financing to make this project happen. In the meanwhile we are continuing to work on site development to get the single family home sites ready for a summer MSH build this year.

b. The subdivision preliminary plat was favorably forwarded to this Council by the Planning Commission on March 12th. We are working with our engineers and surveyor to get updates to the construction drawings and plat ready for final plat public hearing and review by your body in April of this year.
### AGENDA SUMMARY

**GRAND COUNTY COUNCIL MEETING**

**APRIL 2, 2019**

<table>
<thead>
<tr>
<th>Agenda Item:</th>
<th>I</th>
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</table>

**TITLE:** Presentation to recognize AmeriCorps VISTA volunteers serving in Grand County

**FISCAL IMPACT:** N/A

**PRESENTER(S):** Chairman Clapper

**FOR OFFICE USE ONLY:**

**Prepared By:**

Bryony Hill  
Council Office  
Coordinator  
435-259-1346

**Attorney Review:**

N/A

**BACKGROUND:**

Across the country April 2nd is a day set aside to recognize the service of local and national volunteers. In Grand County our 10 VISTA volunteers demonstrate commitment, dedication and patriotism through their efforts to make life better for all residents through the work they do every day. I thank each of our Canyonlands AmeriCorps VISTA members today for this service. In the 2018 fiscal year their efforts brought in almost $700,000 in cash resources, $191,000 in in-kind donations, supported 2,621 local youth, and mobilized over 400 volunteers for local non-profits and government agencies. These impressive numbers keep Grand County and Moab the vibrant place it is to live.

**ATTACHMENT(S):**

1. None
AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
APRIL 2, 2019

Agenda Item: J

TITLE: Approving proposal from Jones & DeMille, Grand County Engineer of Record, for preconstruction and construction engineering services for Arbor Drive and La Sal Road for replacement of curb, gutter, sidewalk and drainage improvements

FISCAL IMPACT: Base Bid $51,600 Alternate $66,200 (Within budget. Funds from the Roads Capital project account will be utilized.)

PRESENTER(S): Bill Jackson, Road Supervisor

RECOMMENDATION:
I move to approve the proposal from Jones & DeMille, Grand County Engineer of Record, for preconstruction and construction engineering services for Arbor Drive, in the Murphy Subdivision and La Sal Road, in the Hecla Subdivision for replacement of curb, gutter, sidewalk, and drainage improvements and authorize the Chair to sign all associated documents.

BACKGROUND:
The curb and gutter infrastructure providing drainage for Arbor Drive and Hecla Subdivision has over the years deteriorated to such an extent that they are no longer functioning proper. Also, sections of the side walk servicing Arbor Drive has deteriorated to the extent of needing replaced. In addition to the base bid provided in the scope of work an alternate scope of work has been provided in the event that the need for asphalt reconstruction is determined.

ATTACHMENT(S):
1. Jones & DeMille scope of work
2. Pictures of deteriorated infrastructure
February 25, 2019

Bill Jackson
Grand County Road Supervisor
bjackson@grandcountyutah.net

RE: Arbor and Hecla Subdivisions Improvements

Dear Bill:

We appreciate the opportunity to provide a proposal for your project. It is our understanding the County intends to remove and replace concrete and address drainage issues for both subdivisions. This proposal also includes an alternative to add roadway design drawings, should the County decide to repair the asphalt surfaces as well.

Jones & DeMille Engineering (JDE) has the necessary resources and expertise to complete this important project. The proposed scope of work and associated schedule and fees are as follows:

SCOPE OF WORK (BASE BID)

Preconstruction Engineering Services

The proposed scope of work for preconstruction engineering services is as follows:

1. Assessment of Existing Conditions
   a. On-site assessment to identify removal of concrete, drainage issues, etc.
   b. Provide a report and recommendation for improvements.
   c. Identify and coordinate existing utilities within the alignment of the proposed new storm drain.

2. Topographic Survey & Data Collection
   a. Collect topographic data for roadways in both subdivisions.
   b. Collect topographic data along Murphy Lane in the area where new storm drain inlet will be located.
   c. Identify existing drainage easement between Murphy Lane and Arbor drive. Collect topographic data for design along this easement.

3. Design
   a. Hydrology and Hydraulic study and calculations for the roadways in the subdivision, along with the section of Murphy Lane north of Arbor Drive. Design storm will be determined by Grand County Storm Drainage Master Plan.
   b. Drainage improvements at Arbor Drive including:
      i. Inlet at Murphy Lane.
      ii. Conveyance from Murphy Lane to Arbor Drive.
      iii. New inlets on Arbor Drive.
iv. Review capacity of outlet pipe at the End of Arbor Drive, provide connection design or replacement design, if needed.

c. Drainage improvements at Hecla Subdivision
   i. Provide recommendations and design for culvert at the entrance to the walk-in community.

d. Construction Documents:
   i. Design Drawings
      1. Demolition Plan
      2. Site Plan
      3. P&P for storm drain
      4. Details
   ii. Project Manual
      1. Bid Documents
         a. Bid Tabulation of Unit Prices for each subdivision
      2. Contract Documents
      3. Technical Specifications

c. Reviews will be held with the Owner at 30% design and at 90% design. Estimated quantities and costs will be updated for each review. Design and budget will be coordinated with the Owner throughout design.

4. Contractor Procurement:
   a. Advertise – J&D will post the advertisement on Quest CDN, along with the local newspaper.
b. Pre-bid meeting
c. Issue addendum and respond to contractor questions
d. Bid opening
e. Review bids and award project
f. Assist in execution of contract documents

Construction Engineering Services
The proposed scope of work for construction engineering services is as follows:

1. Pre-construction meeting  
2. Construction coordination meetings  
3. Review submittals & RFIs  
4. Verify quantities and contractor pay applications  
5. Punch list inspection  
6. Final Inspection  
7. Project closeout

SCOPE OF WORK (ALTERNATE)

Preconstruction Engineering Services (Alternate)
The proposed scope of work for preconstruction engineering services is as follows:

1. Roadway Design
   a. Take core samples and perform California Bearing Ratio (CBR) tests.
      i. 3 cores at Hecla Subdivision, 2 cores at Arbor Drive
      ii. Up to 5 CBR tests
b. Use results of CBR to develop a typical section of roadway design for each subdivision.
c. Provide P&P sheets, specifications, typical sections, cost estimates and quantities, and specifications for roadway improvements.

**Construction Engineering Services (Alternate)**

The proposed scope of work for construction engineering services is as follows:

1. Extension of services listed for construction engineering services in base bid for added construction schedule and scope.

**Assumptions and Limitations:**

1. County will provide all pertinent existing utility information for design coordination.
2. Property and right-of-way boundaries will only be needed for the drainage easement from Murphy Lane to Arbor Drive.
3. Construction Engineering services are based off an anticipated 8-week construction schedule (plus an additional 5 if alternate is selected).

**SCHEDULE**

JDE will work to complete the above scope of work in a reasonable, timely manner according to the project and funding needs. An earnest effort will be made to complete the services within owner’s time constraints.

**FEES**

1. Base Bid:
   a. Assessment of Existing Conditions – Lump sum of $5,000
   b. Topographic Survey & Data Collection – Lump sum of $2,500
   c. Preconstruction Engineering Services – Lump sum of $26,100
   d. Construction Engineering Services – Lump sum of $18,000

2. Alternate:
   a. Design – Lump sum of $7,100
   b. Construction Engineering Services – Lump sum of $7,500

The foregoing scope of work for design services and construction administration for the base bid can be completed for a lump sum fee of **$51,600**. If the alternate is selected, the total lump sum fee will be **$66,200**. Staking, and materials testing, can be completed on an hourly basis according to JDE’s standard hourly rates, or a lump-sum fee can be provided after the construction scope of work is determined. Any adjustments to the scope of work would also be completed according to JDE’s standard hourly rates.

**CLOSURE**

We appreciate and look forward to the opportunity to work on this important project. Our team has the proven capabilities to complete this work in a timely and efficient manner. We look forward to helping you shape the quality of life of those you serve. Please review this proposal and let us know if there are any questions or concerns.
Sincerely,

JONES & DEMILLE ENGINEERING, INC.

///
Project Manager
AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
APRIL 2, 2019

Agenda Item: K

TITLE: Approving the “county priority” rankings of short-term projects for the Permanent Community Impact Fund Board (CIB) Capital Improvement List as voted on and submitted by various stakeholder entity representatives per the Southeastern Utah Association of Local Governments’ (SEUALG’s) process

FISCAL IMPACT: N/A

PRESENTER(S): Ruth Dillon, Council Administrator

RECOMMENDATION:
I move to approve the “county priority” rankings of short-term projects for the CIB list as voted on and submitted by various stakeholder entity representatives per the Southeastern Utah Association of Local Governments’ process.

or
I move to amend the “county priority” rankings of short-term projects for the CIB list as submitted by various stakeholder entity representatives per the Southeastern Utah Association of Local Governments’ process as follows:

and with the understanding that SEUALG offers to average together the County Council’s amended ranking for a given project with the stakeholder entity’s ranking for the same project.

BACKGROUND:
On February 19th, the County Council approved the updated Capital Improvement Project List for submission to the Southeastern Utah Association of Local Governments (SEUALG) for potential funding by the Permanent Community Impact Fund Board (CIB).

On March 18th, SEUALG staff organized and held a local meeting of entity stakeholders to aid in the project ranking process for stakeholder entities. SEUALG staff reported their intention to figure in the County Council’s rankings into the stakeholder entity rankings that are submitted for approval today.

The entity representatives who were present at the meeting described their projects and explained the level of urgency. Participants voted silently by rank-ordering each of the short-term projects with the idea in mind that if only one project was funded within the county during the year, which project has the greater need?

Those who voted included one representative from each of the following entities:
- Grand County Road Department
- Canyonlands Field Airport
- Moab Valley Fire
- Moab City
- Solid Waste District
• Grand Water and Sewer Service District Agency
• Emergency Medical Services District

Also in attendance were representatives from the County Council’s Office and USU-Moab.

All CIB eligible entities with short-term projects were invited by SEUALG staff to attend the meeting and were notified of the ranking process.

The silent votes were immediately tallied by SEUALG staff, and the results are shown in the CIB short-term list as “county priority.” The list is provided for County Council discussion and approval.

SEUALG staff anticipate that the Council will approve the county priorities as ranked rather than change them; however, if the Council wishes to amend the stakeholder-ranked list, SEUALG staff offers to average together the County Council’s amended ranking for a given project with the stakeholder entity’s ranking for the same project.

**ATTACHMENT(S):**

• Email regarding New Administrative Building
• Rank-ordered CIB Short-Term (and Medium-Term) List in SEUALG’s format
I think the first thing to do is to amend the County’s budget to pull the necessary funds from Capital Projects to get a preliminary design together for a CIB application. I think we have enough money to get that design work going. After that work is done, then we start putting together the CIB application (and discuss all available funding mechanisms, as CIB may just be a component of the total). I’m thinking a 1st or 2nd quarter 2020 CIB submission is more likely, and that is if we move relatively quickly on the design work.

Part of the issue with the design work, is that how we design the building will depend a lot on our organizational structure. And given that I think our organizational structure needs to be totally reworked, I think we also should consider consulting for an organizational review. I wouldn’t want to design a new building around our current organizational structure.

The ranking of the building as last is typical, and really seems to show how most people don’t truly understand the major inefficiencies and organizational problems that are being caused by lack of functional operational space. It is causing major problems. And, those will only get worse as time goes by. It should have been a short-term priority for 2005 and on.

So, in summary, I think we need to definitely get going on initiating a budget amendment to authorize the design work. And, I’d also recommend authorizing budgeting for an organizational review, which ideally would come first, so that we could provide direction to the architects on how the various offices are organized. And, if we don’t want to do a full organizational review at this point, we could just focus on the offices/departments that would move into the new building.

-Chris

---

From: Ruth Dillon <rdillon@grandcountyutah.net>
Sent: Wednesday, March 27, 2019 7:10 PM
To: Chris Baird <cbaird@grandcountyutah.net>
Cc: Evan Clapper <eclapper@grandcountyutah.net>
Subject: Rank Ordering of Short Term CIB Projects

Chris,
We have the above topic on next week’s agenda. Evan asks, if your time allows, would it be possible for you to provide a high-level summary of discussion points for what needs to happen to have the new facility?

At issue for Tuesday’s meeting is the fact that the new admin building came in dead last from the stakeholder silent votes (#17 of 17), and I believe it was because I could not confirm that this would be a short-term (State FY 2019-2020) project for CIB application. See attached rank-ordered ST list.

That is the question and the reason for Evan’s request—it would be helpful for Council to know whether we could submit an application by 6/1/2020 if all the ducks were in a row. (I believe I have the date right.) On Tuesday, Council
will need to do their own rank-ordering. If this application would more likely fall into the medium term list, then it could simply be moved with a later submission date.

Ruth

Ruth Dillon
Council Administrator
Grand County Council
125 E. Center St.
Moab, UT 84532
(435) 259-1347 work
(303) 949-6006 cell
New email: rdillon@grandcountyutah.net

The smallest act of kindness is worth more than the grandest intention. Transform intentions into acts. -Oscar Wilde
<table>
<thead>
<tr>
<th>Applicant County</th>
<th>Project Description</th>
<th>Estimated Total Cost</th>
<th>Revenue Sources/Shares</th>
<th>CIB Request</th>
<th>Loan</th>
<th>CIB Submission</th>
<th>Grant</th>
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| County Project Totals |                      | $41,590,000 | $3,924,000 | $612,500 |
## GRAND COUNTY: SHORT TERM LIST

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### Regional & County Project Totals

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## GRAND COUNTY: MEDIUM TERM LIST

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<td>USU, Moab City, Grand County School District</td>
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<td>$3,000,000</td>
<td>CIB TBD</td>
<td>TBD</td>
<td></td>
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<tr>
<td>A</td>
<td></td>
<td>Moab City</td>
<td>Wastewater Reclamation Plant Outfall Line replace/re-align</td>
<td>$500,000</td>
<td>CIB $500,000</td>
<td>TBD</td>
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<tr>
<td>A</td>
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<td>Moab City</td>
<td>Public Works Administration Building</td>
<td>$1,000,000</td>
<td>CIB TBD</td>
<td>TBD</td>
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<tr>
<td>A</td>
<td></td>
<td>Moab City</td>
<td>Moab City Hall Renovations</td>
<td>$1,000,000</td>
<td>CIB TBD</td>
<td>TBD</td>
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<tr>
<td>A</td>
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<td>Moab Valley Fire Protection District</td>
<td>New Tactical Tender Fire Truck</td>
<td>$400,000</td>
<td>CIB $200,000 Local $200,000</td>
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<tr>
<td>A</td>
<td></td>
<td>Thompson Springs Water District</td>
<td>Phase 2 Development</td>
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<tr>
<td>Applicant</td>
<td>County Area Priority</td>
<td>Entity</td>
<td>Project Description</td>
<td>Estimated Total Cost</td>
<td>Revenue Sources/Shares</td>
<td>CIB Request</td>
<td>CIB Submission Date</td>
<td></td>
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<tr>
<td>Moab City</td>
<td></td>
<td>Culinary Water Storage Tank</td>
<td>$2,500,000</td>
<td>CIB</td>
<td>$500,000</td>
<td>$500,000</td>
<td></td>
<td></td>
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<tr>
<td>Castle Valley Fire District</td>
<td></td>
<td>Fire Protection Well</td>
<td>$175,000</td>
<td>CIB</td>
<td>$3,500,000</td>
<td>$500,000</td>
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<tr>
<td>Solid Waste District</td>
<td></td>
<td>Access Road to Klondike Landfill</td>
<td>$500,000</td>
<td>CIB</td>
<td>$175,000</td>
<td>$500,000</td>
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<tr>
<td>Grand County MBA</td>
<td></td>
<td>New Airport Terminal</td>
<td>$25,000,000</td>
<td></td>
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<tr>
<td>Moab City</td>
<td></td>
<td>Center Street Gym Renovations</td>
<td>$500,000</td>
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<tr>
<td>Grand County</td>
<td></td>
<td>Half Mile Colorado River Pathway Phase A</td>
<td>$2,510,000</td>
<td>CIB</td>
<td>$2,510,000</td>
<td>2020</td>
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<tr>
<td>Grand County for Canyonlands Airport</td>
<td></td>
<td>Expansion and Paving of Car Parking Lot at Airport</td>
<td>$750,000</td>
<td>CIB</td>
<td>$750,000</td>
<td>2020</td>
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<tr>
<td>Moab City</td>
<td></td>
<td>Waste Water Reclamation Plant Outfall line</td>
<td>$1,500,000</td>
<td>local</td>
<td>$3,000,000</td>
<td>2020</td>
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**MEDIUM TERM COUNTY TOTAL**  
$24,310,000  $3,735,000  $5,450,000
<table>
<thead>
<tr>
<th>County Rank Tally</th>
<th>Final Tally</th>
<th>Entity</th>
<th>Project Description</th>
<th>Estimated Total</th>
<th>Revenue Sources/Shares</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Grand County MBA</td>
<td>Replace existing irrigation well</td>
<td>$180,000</td>
<td>Other $90,000</td>
<td>Jun-19</td>
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<td>Grand County MBA</td>
<td>New EMI Facility</td>
<td>$2,800,000</td>
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<td>Grand County MBA</td>
<td>Spanish Valley Drive Multi Use Pathway</td>
<td>$2,850,000</td>
<td>UDOT $2,137,500</td>
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<td></td>
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<td>Grand County MBA</td>
<td>Re-align Spanish Valley Drive and Millcreek Drive</td>
<td>$1,500,000</td>
<td>CIB $500,000</td>
<td>2019</td>
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<td>Grand County MBA</td>
<td>Jackson Street Drainage Mitigation Project Phase 2</td>
<td>$950,000</td>
<td>CIB TBD</td>
<td>2019</td>
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<td></td>
<td></td>
<td>Grand County MBA</td>
<td>Half Mile Colorado River Pathway Phase A</td>
<td>$2,510,000</td>
<td>CIB $2,510,000</td>
<td>2020</td>
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<tr>
<td></td>
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<td>Grand County MBA</td>
<td>Expansion and Paving of Car Park Lot at Airport</td>
<td>$750,000</td>
<td>CIB $750,000</td>
<td>2020</td>
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<tr>
<td></td>
<td></td>
<td>Moab City</td>
<td>Waste Water Reclamation Plant Outfall line</td>
<td>$1,500,000</td>
<td>Local $1,500,000</td>
<td>2020</td>
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<tr>
<td></td>
<td></td>
<td>Moab City</td>
<td>Stewart Canyon/Hwy 191 drainage improvements</td>
<td>$5,000,000</td>
<td>CIB $5,000,000</td>
<td>2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Solid Waste Special Service District #1</td>
<td>Improvements for Recycling Center and Above Ground Truck Scale</td>
<td>$250,000</td>
<td>CIB $250,000</td>
<td>2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Castle Valley Fire District</td>
<td>Fire Protection Water</td>
<td>$175,000</td>
<td>CIB $175,000</td>
<td>2020</td>
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<td></td>
<td></td>
<td>Castle Valley Town</td>
<td>Utah Geological Survey Isotope Water Study</td>
<td>$55,000</td>
<td>CIB $55,000</td>
<td>2020</td>
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<td></td>
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<td>GWSSA</td>
<td>Irrigation system upgrades</td>
<td>$500,000</td>
<td>CIB $250,000</td>
<td>2020</td>
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<tr>
<td></td>
<td></td>
<td>Castle Valley Town</td>
<td>Progess/Egress Improvement Project</td>
<td>$230,000</td>
<td>CIB $130,000</td>
<td>2020</td>
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<tr>
<td></td>
<td></td>
<td>Canyonlands Healthcare SSD</td>
<td>Parking &amp; Landscaping for Long Term Care Center Expansion</td>
<td>$1,500,000</td>
<td>SSD $250,000</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Thompson Springs Water District</td>
<td>Phase 1 Engineering study for all water options</td>
<td>$100,000</td>
<td>Local $50,000</td>
<td>2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Spanish Valley Water &amp; Sewer</td>
<td>Phase 2 Culinary Water System Improvements</td>
<td>$3,500,000</td>
<td>CIB $3,500,000</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Grand County MBA</td>
<td>Obtain &quot;D&quot; Road Easements on SITLA lands</td>
<td>$125,000</td>
<td>Local $125,000</td>
<td>Oct-18</td>
</tr>
</tbody>
</table>

**County Project Totals** $32,095,000
<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Adopting proposed resolution amending Resolution No. 2796 that enacted the policies and procedures for entering into agreements and approving templates for independent contractors, in order to replace the Independent Contractor Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>FISCAL IMPACT:</td>
<td>N/A</td>
</tr>
<tr>
<td>PRESENTER(S):</td>
<td>Christina Sloan, County Attorney</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:**
I move to adopt the proposed resolution amending Resolution No. 2796 that enacted the policies and procedures for entering into agreements and approving templates for independent contractors, in order to replace the Independent Contractor Agreement, and authorize the Chair to sign all associated documents.

**BACKGROUND:**
The current Independent Contractor Agreement was previously approved on July 17, 2007. The updated Independent Contractor Agreement before you today, has essentially been redrafted to include more protection for the County and is also set up to be more flexible for different kinds of contractors.

**ATTACHMENT(S):**
1. Proposed resolution – Redlined
2. Proposed Independent Contractor Agreement – Redlined & Clean Versions
RESOLUTION NO. 2796

A RESOLUTION AMENDING RESOLUTION NO. 2796 OF THE GRAND COUNTY COUNCIL ENACTING POLICIES AND PROCEDURES FOR ENTERING INTO AGREEMENTS AND APPROVING AGREEMENT TEMPLATES FOR INDEPENDENT CONTRACTORS AND RENTAL OF FACILITIES

WHEREAS, Grand County occasionally contracts with independent contractors and rents facilities;

WHEREAS, best management practices and the County’s insurance provider encourages establishment of uniform policies and procedures and agreements;

WHEREAS, the County Attorney’s Office has created and approved for use, template agreements for independent contractors and the rental of facilities;

NOW THEREFORE, be it resolved by the County Council of Grand County, Utah, authorizes staff to amend and make minor changes as necessary to the County’s adopted Employment Policies and Procedures to incorporate the following policies and procedures for entering into agreements and renting real property along with template agreements to typically be used in the respective transaction as follows:

INDEPENDENT CONTRACTORS. Grand County Departments shall solicit bids and proposals for services from independent contractors as required and in accordance to the policies and procedures established by the Grand County Purchasing Policy.

The authority to enter into agreements with independent contractors shall be vested with Elected Officials when the Clerk Auditor has verified that the County Council has appropriated funds through the budget process for such a service or project. The Elected Official shall use and completely fill out the agreements entitled Agreements for Independent Contractors and all associated exhibits contained in Exhibit 1 of this Resolution. No agreement shall be considered executed until the independent contractor, elected official, and Clerk Auditor have duly signed said agreements. Agreements that extend beyond a fiscal year shall be approved by Grand County Council.

Boards, Commissions, and Department Heads shall not execute agreements but shall forward their recommendation to the County Council for approval and execution of said agreement.

The original executed agreement shall be delivered to the Clerk Auditor Office within three (3) days of executing the agreement.
**RENTING FACILITIES.** The authority to rent out Grand County Facilities is vested with the Department Head or their designee that has stewardship over the facility. The Department Head or Designee shall use and completely fill out the agreement entitled *Grand County Facilities Rental Agreement and all associated exhibits*, contain in Exhibit 2 of this Resolution.

The County’s Insurance Coordinator shall verify renter’s proof of insurance prior to finalizing the rental of facilities. The original executed agreement along with the funds pertaining to the rental of facilities shall be delivered to the Clerk Auditor Office within three (3) days of executing the agreement.

The County reserves the right to refuse the rental of a County facility for any event that it should deem such refusal necessary to protect the interest of the County including but not limited to risk management issues. Applicants may appeal the Department Head or Designee’s decision to the County Council. The Decision of the County Council shall be final.

**SPECIFIC AGREEMENTS.** Notwithstanding the template agreements for independent contractors or renting of facilities contained in this policy Elected Official or Department Head may request a consultation with the County Attorney’s Office regarding drafting a specific agreement for a particular contractor/project or event (rental of facility). If a specific agreement is proposed for a particular project or event (rental of facility) the County Attorney shall sign the modified agreement and the County Council shall approve this agreement.

The above Resolution was duly and regularly introduced and passed at a regular meeting of the Grand County Council, State of Utah on the 17th day of July, 2007 by the following vote:

<table>
<thead>
<tr>
<th>AYES:</th>
<th>Lewis, Graham, McNeely, Holyoak</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAYS:</td>
<td>Ciarus</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Langianese, Greenberg</td>
</tr>
</tbody>
</table>

________________________________________
Jim Lewis, Evan Clapper, Chairman

Attest:

Diana Carroll, Chris Baird, Clerk/Auditor
EXHIBIT 1- AGREEMENTS FOR INDEPENDENT CONTRACTORS
AGREEMENTS FOR INDEPENDENT CONTRACTORS

1. GENERAL. Grand County duly organized and existing under the laws of the State of Utah, with its primary place of business located at 125 E. Center Street, Moab UT 84532, Utah (hereinafter referred to as County) and ______________________________, license number __________________ (hereinafter referred to as Contractor) located at ______________________________ herewith enter into this agreement for services, effective upon this date: ______________________.

2. RECITALS. The parties recite and declare:

A. Contractor is willing to provide services to County, and County is willing to accept services from and compensate Contractor for said services subject to the terms, covenants and conditions set forth in this agreement.

B. For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this agreement, County and Contractor agree as follows:

3. SERVICES.

A. Contractor herewith agrees to perform the services as described in the Scope of Work (Exhibit A):

(1) ________________________________________________

(2) ________________________________________________

(3) ________________________________________________

(4) ________________________________________________

(5) ________________________________________________

B. Contractor shall be responsible to ensure that the services set forth above are performed in a timely manner as established in this agreement.

C. Contractor shall perform such duties as specified by this agreement and that are customarily performed during the course of performing the above noted services.

4. BEST EFFORT OF CONTRACTOR. Contractor agrees that they will at all times faithfully, industriously, and to the best of their ability, experience, and talents, perform all of the duties that may be associated with the services set forth above and shall perform said services to the reasonable satisfaction of County.
5. **TERM OF AGREEMENT.** This agreement shall be in effect beginning _______________ and ending on, or at any time before, ________________.

6. **TERMINATION OF AGREEMENT.** This agreement shall expire on or before __________. In addition, either party shall have the right to terminate this agreement without cause by providing thirty (30) days written notice to the other party. Either party immediately may terminate this agreement for cause by providing written notice stating the legal grounds for termination of the agreement.

7. **COMPENSATION OF CONTRACTOR.** County shall pay Contractor, and Contractor shall accept from County, in full payment for Contractor’s services under this agreement, $_____________. The County shall pay for services rendered as set forth in Exhibit A upon their completion.

8. **RETURN OF EQUIPMENT ON TERMINATION OF SERVICES.** On termination of this agreement by either party, or at the termination of Contractor, all County property in the possession of Contractor shall be promptly returned to County by Contractor.

9. **CONTRACTOR INDEPENDENCE.** Contractor is an independent contractor with respect to all services performed under this Contract. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers’ compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this Contract. Contractor shall defend, indemnify and save harmless the County from any claims or liability for such contributions or taxes. Nothing contained in this Contract nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.

10. **HOLD HARMLESS/INDEMNIFICATION.** Contractor herewith agrees to indemnify and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons.

11. **NO AGREEMENTS OUTSIDE OF AGREEMENT.** This agreement contains the complete agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the
The parties stipulate that neither of them has made any representations with respect to the subject matter of this agreement or any representations including the execution and delivery of this agreement except such representations as are specifically set forth in this agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.

The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledge that any agreement between the Contractor and Subcontractor is not binding on Grand County.

12. MODIFICATION OF AGREEMENT. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.

13. DISPUTES. Should any disputes arise with respect to this Contract, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.

14. CHOICE OF LAW. It is the intention of the parties to this agreement that this agreement and the performance under this agreement, and all suits and special proceedings under this agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial District, State of Utah, Grand County.

15. NO WAIVER. The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

16. SEVERABILITY. The invalidity of any portion of this agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining
provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.

17. LIABILITY AND WORKERS COMPENSATION INSURANCE. Contractor warrants that Contractor has obtained and will maintain liability insurance sufficient to support Contractor’s duty to indemnify, described in this agreement. Contractor further warrants that contractor has obtained and will maintain workers compensation insurance as may be required by State law. Evidence of such insurance are attached as Exhibit “B”.

18. UNDERSTANDING AND EFFECT OF AGREEMENT.

A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into agreement.

B. Parties warrant that they enter into this agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

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

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

20. ATTORNEY’S FEES AND COSTS. In the event of breach of this agreement, the non-breaching party shall recover the attorney’s fees and court costs that result from action or lawsuit brought to remedy the breach.

21. CONTRACTOR’S, SUBCONTRACTOR’S, AGENTS AND THEIR EMPLOYEES. It is acknowledged that Contractor’s, Subcontractor’s, Agent’s and their employees engaged in the work performed under this Agreement are not employees or representative of Grand County. All contracted employees engaged in work on County premise shall be at least 18 years of age. The County reserves the right to remove contractor or subcontractors’ employees engaged in work on County property. Typically, the removal of contractor’s employees from County property will be associated with issues surrounding drug, alcohol, theft, or confrontation.

22. DUTY OF NOTIFICATION. Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the County, immediately. Upon learning of the actions herein identified, the County reserves the right, at their sole discretion, to either cancel the Contract or reaffirm the Contract.
23. PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS. Contractor shall be in possession of all professional licenses required to perform work prior to the commencement of the work and attached hereto as Exhibit “B”. Securing other occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Contract shall be the sole responsibility of the Contractor. Contractor shall comply with all federal, state, and local laws, ordinances and regulations applicable to the work.

24. WORK & INTELLECTUAL PROPERTY RIGHTS. The work results and the reports, if any as described in the Scope of Work (Exhibit “A”) shall be considered confidential and proprietary and owned by the County. Contractor shall not release any such reports or work without prior written consent of the County. All inventions and copyrightable works that Contractor is obligated to disclose shall be, and remain, entirely the property of the County. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of the County. Contractor hereby assigns to the County any rights it may have in such copyrightable works. Contractor shall cooperate with County in obtaining any copyrights or patents.

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

_________________________________________  _____________________________  _________________
Contractor’s Signature  Printed Name of Contractor  Date

_________________________________________  _____________________________  _________________
County Signature  Printed Name of County Rep.  Date

_________________________________________
Clerk Auditor  Date

Contact Information

Contractor’s Contact Information  County’s Assigned Project Manager

Name: ______________________________  Name: ______________________________
Title: ______________________________  Title: ______________________________
Address: __________________________  Address: __________________________
____________________________________  Moab UT 84532
Phone: (______)_______________________  Phone: (______)_______________________
Fax: (______)_________________________  Fax: (______)_________________________
Email ______________________________  Email ______________________________
Exhibit “A”
Scope of Work

Contractor herewith agrees to perform the services as set forth in this Exhibit
Exhibit “B”
Professional License(s) and Insurance

Contractor shall be in possession of all professional licenses required to perform work and insurances prior to the commencement of the work and are attached in this Exhibit.
INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT is hereby entered into this ___ day of _______ 20__ (“Effective Date”) by and between Grand County, a political subdivision of the State of Utah, located at 125 E. Center Street, Moab, UT 84532 (the “County”) and ________________, a Utah limited liability company [Utah corporation] located at ________________ (the “Contractor”).

WITNESSETH

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

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

1. SERVICES. Contractor herewith agrees to perform the following services, as more particularly described in the Scope of Work attached hereto as Exhibit A (the “Services”):

   INSERT DESCRIPTION OF SERVICES

   [INTEGRATE DEFINITION OF WORK PRODUCT FOR ALL “WORK FOR HIRE” AGREEMENTS SUCH AS PROFESSIONAL SERVICES]

The Parties acknowledge that they may amend and modify the Services only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

2. PROJECT SCHEDULE. Contractor shall complete the Services on the following schedule (the “Project Schedule”):

   INSERT PROJECT SCHEDULE

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

3. [PROPERTY. Contractor shall perform the Services for the benefit of real property owned by the County located at ________________ (the “Property”). The County Resolution #____ Approved _______
4. TERM OF AGREEMENT. This Agreement shall begin on the Effective Date and shall expire on or before ______. [OR shall continue until NAME EVENT OR shall continue until terminated by either party as provided below]

5. PAYMENT.

a. Compensation. County shall pay Contractor, and Contractor shall accept from County, in full payment for the Services under this Agreement, the following compensation: _______________ (the “Compensation”). Contractor shall invoice the County upon completion of the Services, and the County shall pay Contractor within thirty (30) days of the County’s approval of the same.

[OR The County shall pay Contractor for the Services on a time and materials basis not to exceed the Estimate attached as Exhibit B. Contractor shall invoice the County on the following schedule:

<table>
<thead>
<tr>
<th>Mobilization</th>
<th>% Completion</th>
<th>Certificate of Occupancy</th>
<th>County Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>EXAMPLES ONLY</td>
</tr>
</tbody>
</table>

The County shall pay all invoices within thirty (30) days of invoice date.]

b. [Lien Waivers. As a condition precedent to each payment under this Agreement, including the final payments, not later than the date of payment request, the Contractor shall furnish affidavits and lien waivers and releases in the form attached hereto, confirming that no liens or rights in rem of any kind lie upon or have attached against the Property, the Services or materials, articles or equipment therefore and shall furnish such other documents as may be required by the County as may be necessary in its judgment to protect its interests, including, without limitation, monthly waivers of mechanics’, laborers’ and materialmen’s liens by all subcontractors and all suppliers who have supplied material and/or labor for the Services. The Contractor agrees that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold harmless from and against such liens, rights and any and all expenses incurred by the Contractor or the County in discharging them.]  INTEGRATE ONLY FOR CONSTRUCTION SERVICES
6. [NOTICE OF COMPLETION. Contractor shall submit to the County a written and dated Notice of Completion once the Services are complete. The County may object to the Notice of Completion in writing within fifteen (15) days of the Notice of Completion Date by describing the incomplete work. Contractor shall have thirty (30) days from the Objection Date to respond or complete the Services required hereunder, at which time the Contractor shall submit to Client a written and dated Final Notice of Completion. If County does not timely object hereunder, then the Services shall be deemed acceptable to the County.] INTEGRATE ONLY FOR CONSTRUCTION SERVICES

7. PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS. Contractor shall obtain and be responsible for all occupational and professional licenses and permits required to perform the Services prior to the commencement of the same.

8. CONTRACTOR, DEFINED.

   a. Independent Contractor. Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement.

   b. No Third Party Beneficiary. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.

   c. Miscellaneous. As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor’s employees engaged hereunder shall be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.

9. [OWNERSHIP RIGHTS. Contractor understands and agrees that the Work Product created by Contractor hereunder is for the sole and exclusive use of the County. Contractor further understands and agrees that the County shall be the sole and exclusive owner of all right, title, and interest in and to such Work Product. The County has the right to use or not use the Work Product and to use, reproduce, reuse, alter, modify, edit...]

Resolution #_____ Approved _______
or change the Work Product as it sees fit and for any purpose.] INTEGRATE FOR “WORK FOR HIRE” AGREEMENTS SUCH AS PROFESSIONAL SERVICES

10. CONFIDENTIALITY. All designated confidential information disclosed by the County to the Contractor hereunder shall be kept confidential by Contractor. In such event, Contractor agrees to use all reasonable precautions to ensure that all such confidential information is properly protected and kept from unauthorized persons or disclosure.

11. REPRESENTATIONS AND WARRANTIES.

a. [Best Efforts. Contractor warrants that the materials and equipment furnished under this Agreement shall be of good quality and new, unless otherwise required or permitted hereunder, that the Services shall be free from defects not inherent in the quality required or permitted, and that the Services shall conform with the requirements hereunder. The Services not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by the County, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

b. Service Warranty. Contractor further warrants that the Services shall be free of defects and deficiencies for a period of one (1) year after the Final Notice of Completion Date (the “Warranty Period”). The County may enforce the Warranty by providing a written Notice of Deficiency within the Warranty Period. Contractor shall have thirty (30) days from the Notice of Deficiency Date to inspect, object/respond, or repair/replace the Services.

c. Legal Compliance. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.] INTEGRATE ONLY FOR CONSTRUCTION SERVICES

[OR Contractor represents and warrants to the County that Contractor is free to enter into this Agreement and that Contractor’s performance hereunder shall not conflict with any other Agreements to which Contractor may be a party. Contractor further represents and warrants to the County that the Work Product is unique and original, is clear of claims or encumbrances, and does not infringe on the rights of any third parties. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services] INTEGRATE FOR “WORK FOR HIRE” AGREEMENTS SUCH AS PROFESSIONAL SERVICES

12. INSURANCE.
a. **General.** Prior to Contractor’s commencement of the Services, Contractor shall carry the following insurance with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of “A-” or better and provide a copy of each Certificate of Insurance to the County:

i. *Commercial General Liability* with coverage not less than [$2 million each occurrence [$1 million each occurrence FOR SMALL PROJECTS] with a $4 million combined single limit [$2 million combined single limit FOR SMALL PROJECTS]. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, or work performed by Contractors;

ii. *[Professional Liability with coverage of not less than $1 million each claim and $2 million aggregate]; FOR PROFESSIONALS ONLY]*

iii. *[Workers’ Compensation and Employers’ Liability Insurance with coverage of not less than $1,000,000 for bodily injury caused by accident and $1,000,000 for bodily injury by disease; and] FOR CONTRACTORS AND ARCHITECTS

[OR *Workers’ Compensation and Employers’ Liability Insurance with coverage of not less than $100,000 for bodily injury caused by accident and $100,000 for bodily injury by disease; and] FOR PROFESSIONALS WITHOUT MUCH RISK OF INJURY

iv. *Business Auto Liability Insurance* with coverage of not less than $1,000,000 for each accident.

b. **Certificates of Insurance.** Each Certificate of Insurance shall provide the following: a) designation of the County as an Additional Insured; b) requirement that Insurer provide the County at least thirty (30) days’ prior written notice of cancellation and termination of the County’s coverage thereunder; and c) an
endorsement for Waiver of Subrogation. Contractor shall provide a copy of the Certificate of Insurance to the County prior to commencing the Services.

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

14. TERMINATION OF AGREEMENT.

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

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

c. **Effect of Termination.** In the event of termination under this Section, this Agreement (other than Sections 9 through 12 and 15, which survive termination under law), shall forthwith become wholly void and of no further force and effect; provided, however, that nothing herein shall relieve any party from liability for willful Breach of this Agreement.
15. INDEMNIFICATION. The Services performed by Contractor shall be at the risk of Contractor exclusively. Contractor herewith agrees to indemnify, defend, and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, taxes, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons.

16. ENTIRE AGREEMENT. This Agreement contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.

The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledged that any Agreement between the Contractor and Subcontractor is not binding on Grand County.

17. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.

18. NO ASSIGNMENT. This Agreement is not assignable without the written consent of the Parties.

19. DISPUTES. Should any disputes arise with respect to this Agreement, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.

Resolution #_____ Approved _______ 18
20. CHOICE OF LAW. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial District, State of Utah, Grand County.

21. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

22. SEVERABILITY. The invalidity of any portion of this Agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.

23. UNDERSTANDING AND EFFECT OF AGREEMENT.
   A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into Agreement.
   B. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
   C. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

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

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

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

27. BINDING EFFECT, AMENDMENT. This Agreement and related documents, including the RFP and Project Documents, when properly accepted by the County, shall constitute a contract equally binding between the County and Contractor. This Agreement may be amended only upon mutual written agreement of the Parties.

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

_____________  _____________________________  _______________
Contractor’s Signature  Printed Name of Contractor and Title  Date

_____________  _____________________________  _______________
County Signature  Chair, Grand County Council  Date

ATTEST:

_______________________  ___________________
Grand County Clerk/Auditor  Date

Contact Information

<table>
<thead>
<tr>
<th>Contractor’s Contact Information</th>
<th>County’s Assigned Project Manager</th>
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Exhibit A
Services

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

INTEGRATE PROJECT DOCUMENTS AS NECESSARY
CONDITIONAL WAIVER AND RELEASE OF LIENS AND CLAIMS

1. The undersigned is the duly authorized agent for __________________________ ("Contractor") and is authorized to grant, on Contractor’s behalf, the lien and claim waivers set forth herein.

2. Contractor has supplied laborers, machinery, tools, equipment, materials, and/or professional or skilled services (collectively, the “Improvements”) to the real property described as follows:

[Insert Legal Description] (collectively, the “Property”).

3. Contractor, for all Improvements supplied through the date of ______________, shall, upon receipt of $___________________ (“Payment”):

(a) release, relinquish, and waive any and all rights to and claims for a mechanics’ lien, notice to disburser or verified statement of claim against the Property arising out of any work performed or furnished by the Contractor in connection with the Improvements or the Property; and

(b) release the owner(s) of the Property and its lender, managers, members, owners, officers, directors, agents, employees, contractors, affiliates and related entities (collectively, the “Releasees”) from any and all rights of action, liabilities, judgments, damages, losses, liens, and claims of any other kind or nature arising out of any work performed, furnished, and/or agreed to by the Contractor in connection with the Improvements or the Property.

4. Contractor warrants that it has paid (or will pay upon Payment) in full all of its laborers, subcontractors, materialmen, suppliers, and any others for all labor, machinery, tools, equipment, materials and/or professional or skilled services provided in connection with the Improvements.

5. Contractor warrants that, following Payment, should any lien or claim be filed for labor, machinery, tools, equipment, materials, and/or professional or skilled services performed in connection with the Improvements, Contractor will defend, indemnify, and hold harmless the Releasees against such lien or claim and, in addition, immediately either (i) obtain settlement of any such lien or claim and furnish Owner with a written and full release of such lien or claim, or (ii) furnish the Owner a bond, for release of such lien pursuant to law.

NOTICE: This document waives rights conditionally. This document is enforceable against you if you sign it and once you have been paid.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF UTAH THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of ______________________, 20__. 

Signature: _____________________

Company Name: _____________________

Printed Name: _____________________

Title: _____________________

STATE OF UTAH )
) ss.
COUNTY OF GRAND )

Subscribed and sworn to before me this _____ day of ______________________, 20__, by ___________________ as __________________ of __________________________.

Witness my hand and official seal.

________________________________________
(SEAL)     Notary Public
EXHIBIT 2- GRAND COUNTY FACILITIES RENTAL AGREEMENT
GRAND COUNTY FACILITIES
RENTAL AGREEMENT

This AGREEMENT, entered into by and between Grand County (hereinafter “County”), the owner of the following facility, known as:

_________________________________________________________ (hereinafter “Property”),

and _______________________________________________________ (hereinafter “Renter”).

TERMS AND CONDITIONS

Facilities:

Purpose/Function:

Term of Use: Starting ___/___/____ ___:___  _m, Ending ___/___/____ ___:___  __m

Rental Fee: $_______ per hour / day / week / month (circle one), extended total: $___________

Security Deposit

Renter shall pay to County $__________ as a Security Deposit. County shall return the Security Deposit to Renter within thirty (30) days of the termination of this Agreement, subject to forfeiture provisions below. County shall apply the Security Deposit towards the costs of cleaning the Property in the event the Renter returns Property to County in worse condition than the Inspection Report of Facility (hereinafter “Inspection”), attached as Exhibit “A”.

Duties of Renter

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

Serving of Alcohol

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

Limitation of Liability

Renter shall release and hold harmless County from liability for any injury to Renter, resulting from any cause whatsoever, including but not limited to acts of nature and intentional or negligent acts of third parties, but excepting intentional acts of County, and further, Renter shall indemnify and defend County against any claim for loss, damages or injury made by Renter’s guests. Renter has submitted and the County’s Insurance Coordinator has approved the proof of insurance to cover the Renter’s duty to indemnify, described in this agreement. Proof of Insurance shall be in the form attached as Exhibit “B”. Renter also guarantees to have all participants in sporting events or activities that involve physical exertion shall complete and execute the Participant’s release form attached in Exhibit “C” prior to participating in the sporting event.

Breach and Liquidated Damages

If Renter breaches any provision of this Agreement, and damages suffered by County cannot be estimated, calculated, or determined, then Renter shall forfeit the entire Security Deposit to County as liquidated damages. In addition to forfeiture of the Security Deposit, nothing in this provision or this Agreement shall prevent County from pursuing other legal remedies to seek relief or compensation for damages above and beyond the amount of the Security Deposit. The non-breaching party may recover damages including reasonable attorney’s fees and costs to enforce the provisions of this Agreement. The parties hereunder consent to the jurisdiction of the 7th District Court in Moab for adjudication of any dispute, transaction or occurrence arising out of this Agreement, and the laws of the State of Utah shall govern this Agreement.

Termination

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

Termination By Damage Not the Fault of Renter

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

Special Terms and Conditions

The Property is unique, and as such, may require special terms and conditions in addition to those listed above, which are listed more particularly on the attached Exhibit “D”, incorporated within this Agreement by reference, and to which this Agreement is subject.
IN WITNESS WHEREOF, the parties have executed this Agreement, subject also to the Special Terms and Conditions contained within Exhibits “A”, “B”, “C”, and “D”. All photocopies, or fax transmissions of this Agreement shall have the same force and effect as the original, whether executed by the parties contemporaneously, or separately and transmitted by fax.

RENTER    Dated: ____/____/____

____________________________________
By: ______________________ (printed name)
Address:_____________________________
Phone: (______)_______________________
Fax: (______)_______________________

COUNTY    Dated: ____/____/____

____________________________________
By: ______________________ (printed name)
Its: _____________________________ (title)
Address:_____________________________
Phone: (______)_______________________
Fax: (______)_______________________

____________________________________
By: ______________________ (printed name)
Address:_____________________________
Phone: (______)_______________________
Fax: (______)_______________________
Exhibit “A”
Inspection Report of Facility

Property _____________________________________________________________

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

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

Renter has submitted and the County’s Insurance Coordinator has approved the Proof of Insurance to cover the Renter’s duty to indemnify, described in this agreement. Proof of insurance is attached in this Exhibit.
Exhibit “C”
Participant’s Release Form

Renter warrants having all participants in sporting events or activities that involve physical exertion to complete and executed the Participant’s Release Form attached in this Exhibit.
GRAND COUNTY RELEASE AND WAIVER OF LIABILITY AGREEMENT

EVENT(s): _____________________________________________________________
Date(s): ______________________________________________________________
Location: _______________________________________________________________

IN CONSIDERATION of being permitted to participate in any way in the above named EVENT(s) THE UNDERSIGNED:

1. HEREBY ACKNOWLEDGES THAT the activities of the above named EVENT(S) are very DANGEROUS and involve the risk of SERIOUS INJURY and/or DEATH and/or PROPERTY DAMAGE and hereby ASSUMES full responsibility for any risk of such injury, death or damage whether caused by negligence of RELEASEE or otherwise.

2. HEREBY AGREES TO RELEASE FROM LIABILITY, INDEMNIFY, SAVE AND HOLD HARMLESS GRAND COUNTY (herein, "Releasee"), and each of its designees, agents, and employees, for any loss, liability, damage, or cost they may incur arising out of or related to the undersigned's participation in the EVENT(s) whether caused by the negligence of the RELEASEE or otherwise.

3. HEREBY AGREES THAT THE RELEASE AND WAIVER OF LIABILITY, HOLD HARMLESS, AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEE, INCLUDING NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEE OR ANY PERSON AFOREMENTIONED.

I HAVE READ THE FORGOING AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTANDING THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THOSE MENTIONED ABOVE.

I fully understand that there is no RIDER MEDICAL INSURANCE PROVIDED

__________________________________        ______________________
Signature of Participant     Date
GRAND COUNTY PARENTAL PERMISSION,
HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

Minor Participant: ______________________________________________________
EVENT(s):  _____________________________________________________________
Date(s):   _______________________________________________________________
Location: _______________________________________________________________

The undersigned hereby states that he/she is the parent or legal guardian of the above named minor participant, and that the said parent or legal guardian GRANTS PERMISSION for said minor participant to participate in said event(s). Furthermore, the Parent or legal guardian:

1. HEREBY ACKNOWLEDGES THAT the activities of the above named EVENT(s) are very DANGEROUS and involve the risk of SERIOUS INJURY and/or DEATH and/or PROPERTY DAMAGE and hereby ASSUMES full responsibility for any risk of such injury, death or damage whether caused by negligence of RELEASEE or otherwise.

2. HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS GRAND COUNTY, GRAND COUNTY SPECIAL SERVICE DISTRICT, and each agency designee, agent, and employee, for any loss, liability, damage, or cost they may incur arising out of the participation of the undersigned’s child or the minor over which the undersigned has legal guardianship in the EVENT(s) whether caused by the negligence of the RELEASEES or otherwise.

3. HEREBY AGREES THAT THE HOLD HARMLESS, AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES OR ANY PERSON AFOREMENTIONED.

I HAVE READ THE FORGOING AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTANDING THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME.

____________________  ______________________
Signature of Participant     Date

____________________  ______________________
Signature of Parent     Date
Exhibit “D”
Special Terms and Conditions

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

(1) 
(2) 
(3) 
(4) 
(5)
This INDEPENDENT CONTRACTOR AGREEMENT is hereby entered into this _ day of ___ 20__ (“Effective Date”) by and between GENERAL, Grand County, a political subdivision of the State of Utah, duly organized and existing under the laws of the State of Utah, with its primary place of business located at 125 E. Center Street, Moab, UT 84532, Utah (hereinafter referred to as the “County”) and CC Construction license number 7450868-5501, a Utah limited liability company (Utah corporation) (hereinafter referred to as Contractor) located at 30 East 100 North, PO Box 97, Hanksville UT 84734 (the “Contractor”) herewith enter into this Agreement for services, effective upon this date: April 7, 2017.

2. RECITALS. The parties recite and declare:

WITNESSETH

WHEREAS

A. Contractor is willing to provide services to County as an Independent Contractor, and County is willing to accept services from and compensate Contractor for said services subject to the terms, covenants and conditions set forth in this Agreement;

B. For the reasons set forth above, and in consideration of the mutual promises and Agreements set forth in this Agreement, County and Contractor agree as follows:

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

3. SERVICES.

1. Contractor herewith agrees to perform the following services, as more particularly described in the Scope of Work attached hereto as Exhibit A (the “Services”):

INSERT DESCRIPTION OF SERVICES

[INTEGRATE DEFINITION OF WORK PRODUCT FOR ALL “WORK FOR HIRE” AGREEMENTS SUCH AS PROFESSIONAL SERVICES]

The Parties acknowledge that they may amend and modify the Services only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

2. PROJECT SCHEDULE. Contractor shall complete the Services on the following schedule (the “Project Schedule”):

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

3. [PROPERTY. Contractor shall perform the Services for the benefit of real property owned by the County located at ______________________ (the “Property”). The County warrants and represents that it owns the Property.] INTEGRATE ONLY FOR CONSTRUCTION SERVICES

   (1) Construction of a turn-key 5 unit metal storage garage at Canyonlands Field for the purpose of storing vehicles and associated equipment as described in the RFP and supplemental documents, including earthwork/geotech, foundation, structure, insulation, garage doors, electrical receptacles and lights in each unit.

   (2) ____________________________

   (3) ____________________________

4. BEST EFFORT OF CONTRACTOR. Contractor agrees that they will at all times faithfully, industriously, and to the best of their ability, experience, and talents, perform all of the duties that may be associated with the services set forth above and shall perform said services to the reasonable satisfaction of County.

5. TERM OF AGREEMENT. This Agreement shall be in effect beginning __April 7, 2017__ and ending on __July 7, 2017__________. [OR shall continue until NAME EVENT OR shall continue until terminated by either party as provided below]

6. TERMINATION OF AGREEMENT. This Agreement shall expire on or before ________________. In addition, either party shall have the right to terminate this Agreement without cause by providing thirty (30) days written notice to the other party. Either party may terminate this Agreement immediately for cause by providing written notice stating the legal grounds for termination of the Agreement.

7. COMPENSATION OF CONTRACTOR PAYMENT.

   a. Compensation. County shall pay Contractor, and Contractor shall accept from County, in full payment for Contractor’s Services under this Agreement, the following Compensation: — ______________________ (the “Compensation”) not to exceed $59,800.00. The County shall invoice the County upon completion of the Services, and the County shall pay for services rendered
as set forth in Exhibit A upon their completion. Contractor within thirty (30) days of the County’s approval of the same.

[OR The County shall pay Contractor for the Services on a time and materials basis not to exceed the Estimate attached as Exhibit B. Contractor shall invoice the County on the following schedule:

<table>
<thead>
<tr>
<th>Mobilization</th>
<th>% Completion</th>
<th>Certificate of Occupancy</th>
<th>County Approval</th>
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The County shall pay all invoices within thirty (30) days of invoice date.]

b. [Lien Waivers. As a condition precedent to each payment under this Agreement, including the final payments, not later than the date of payment request, the Contractor shall furnish affidavits and lien waivers and releases in the form attached hereto, confirming that no liens or rights in rem of any kind lie upon or have attached against the Property, the Services or materials, articles or equipment therefore and shall furnish such other documents as may be required by the County as may be necessary in its judgment to protect its interests, including, without limitation, monthly waivers of mechanics’, laborers’ and materialmen’s liens by all subcontractors and all suppliers who have supplied material and/or labor for the Services. The Contractor agrees that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold harmless from and against such liens, rights and any and all expenses incurred by the Contractor or the County in discharging them.] INTEGRATE ONLY FOR CONSTRUCTION SERVICES

6. [NOTICE OF COMPLETION. Contractor shall submit to the County a written and dated Notice of Completion once the Services are complete. The County may object to the Notice of Completion in writing within fifteen (15) days of the Notice of Completion Date by describing the incomplete work. Contractor shall have thirty (30) days from the Objection Date to respond or complete the Services required hereunder, at which time the Contractor shall submit to Client a written and dated Final Notice of Completion. If County does not timely object hereunder, then the Services shall be deemed acceptable to the County.] INTEGRATE ONLY FOR CONSTRUCTION SERVICES

7. PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS. Contractor shall obtain and be responsible for all occupational and professional licenses and permits required to perform the Services prior to the commencement of the same.

[NOTICE OF COMPLETION. Contractor shall submit to the County a written and dated Notice of Completion once the Services are complete. The County may object to the Notice of Completion in writing within fifteen (15) days of the Notice of Completion Date by describing the incomplete work. Contractor shall have thirty (30) days from the
Objection Date to respond or complete the Services required hereunder, at which time the Contractor shall submit to Client a written and dated Final Notice of Completion. If County does not timely object hereunder, then the Services shall be deemed acceptable to the County.

8. CONTRACTOR, DEFINED INDEPENDENCE.

   a. Independent Contractor. Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement.

   b. No Third Party Beneficiary. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.

   c. Miscellaneous. As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor’s employees engaged hereunder shall be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.

9. [OWNERSHIP RIGHTS. Contractor understands and agrees that the Work Product created by Contractor hereunder is for the sole and exclusive use of the County. Contractor further understands and agrees that the County shall be the sole and exclusive owner of all right, title, and interest in and to such Work Product. The County has the right to use or not use the Work Product and to use, reproduce, reuse, alter, modify, edit or change the Work Product as it sees fit and for any purpose.] INTEGRATE FOR “WORK FOR HIRE” AGREEMENTS SUCH AS PROFESSIONAL SERVICES

10. CONFIDENTIALITY. All designated confidential information disclosed by the County to the Contractor hereunder shall be kept confidential by Contractor. In such event, Contractor agrees to use all reasonable precautions to ensure that all such confidential information is properly protected and kept from unauthorized persons or disclosure.

11. REPRESENTATIONS AND WARRANTIES.
a. Contractor warrants that the materials and equipment furnished under this Agreement shall be of good quality and new, unless otherwise required or permitted hereunder, that the Services shall be free from defects not inherent in the quality required or permitted, and that the Services shall conform with the requirements hereunder. The Services not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by the County, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

b. Service Warranty. Warranty Contractor further warrants that the Services shall be free of defects and deficiencies for a period of one (1) year after the Final Notice of Completion Date (the “Warranty Period”). The County may enforce the Warranty by providing a written Notice of Deficiency within the Warranty Period. Contractor shall have thirty (30) days from the Notice of Deficiency Date to inspect, object/respond, or repair/replace the Services.

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

12. INSURANCE.

a. General. Prior to Contractor’s commencement of the Services, Contractor shall carry the following insurance with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of “A-” or better and provide a copy of each Certificate of Insurance to the County:

i. Commercial General Liability with coverage not less than [$2 million each occurrence] [$1 million each occurrence FOR SMALL PROJECTS] with a $4 million combined single limit [$2 million combined single limit FOR SMALL PROJECTS]. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the
Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, or work performed by Contractors:

ii. [Professional Liability with coverage of not less than $1 million each claim and $2 million aggregate]; FOR PROFESSIONALS ONLY

iii. [Workers’ Compensation and Employers’ Liability Insurance with coverage of not less than $1,000,000 for bodily injury caused by accident and $1,000,000 for bodily injury by disease; and] FOR CONTRACTORS AND ARCHITECTS

[OR Workers’ Compensation and Employers’ Liability Insurance with coverage of not less than $100,000 for bodily injury caused by accident and $100,000 for bodily injury by disease; and] FOR PROFESSIONALS WITHOUT MUCH RISK OF INJURY

iv. Business Auto Liability Insurance with coverage of not less than $1,000,000 for each accident.

b. Certificates of Insurance. Each Certificate of Insurance shall provide the following: a) designation of the County as an Additional Insured; b) requirement that Insurer provide the County at least thirty (30) days’ prior written notice of cancellation and termination of the County’s coverage thereunder; and c) an endorsement for Waiver of Subrogation. Contractor shall provide a copy of the Certificate of Insurance to the County prior to commencing the Services.

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

13.

TERMINATION OF AGREEMENT.

14.

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

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

c. Effect of Termination. In the event of termination under this Section, this Agreement (other than Sections 9 through 12 and 15, which survive termination under law), shall forthwith become wholly void and of no further force and effect; provided, however, that nothing herein shall relieve any party from liability for willful Breach of this Agreement.

1. This Agreement may be terminated by either party upon thirty (30) days prior written notice if the other party breaches or fails to perform any material term hereof and the breaching party fails to cure such breach within the thirty (30) day period...In the event of such termination.

8. RETURN OF EQUIPMENT ON TERMINATION OF SERVICES. On termination of this Agreement by either party, or at the termination of Contractor, all County property in the possession of Contractor shall be promptly returned to County by Contractor.

9. CONTRACTOR INDEPENDENCE. Contractor is an independent contractor with respect to all services performed under this agreement. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement. Contractor shall defend, indemnify and save harmless the County from any claims or liability for such contributions or taxes. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.
15. **HOLD HARMLESS-INDEMNIFICATION.** The Services performed by Contractor shall be at the risk of Contractor exclusively. Contractor herewith agrees to indemnify, defend, and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, taxes, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons.

16. **NO AGREEMENTS OUTSIDE OF ENTIRE AGREEMENT.** This Agreement contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.

The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledged that any Agreement between the Contractor and Subcontractor is not binding on Grand County.

17. **MODIFICATION OF AGREEMENT.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.

2. **NO ASSIGNMENT.** This Agreement is not assignable without the written consent of the Parties.

18. **DISPUTES.** Should any disputes arise with respect to this Agreement, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.
20. 14. **CHOICE OF LAW.** -It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial District, State of Utah, Grand County.

21. 15. **NO WAIVER.** -The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

22. 16. **SEVERABILITY.** The invalidity of any portion of this Agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.

17. **LIABILITY AND WORKERS COMPENSATION INSURANCE.** Contractor warrants that Contractor has obtained and will maintain liability insurance sufficient to support Contractor’s duty to indemnify, described in this Agreement. Contractor further warrants that contractor has obtained and will maintain workers compensation insurance as may be required by State law. Evidence of such insurance are attached as Exhibit “B”.

23. 18. **UNDERSTANDING AND EFFECT OF AGREEMENT.**

A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into Agreement.

B. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

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

24. 19. **PARAGRAPH HEADINGS.** -The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
25. ATTORNEY’S FEES AND COSTS. In the event of breach of this Agreement or dispute hereunder, the prevailing party, as determined by a court of competent jurisdiction, the non-breaching party shall recover its attorneys’ fees and court costs that result from action or lawsuit brought to remedy the breach incurred to enforce this Agreement.

26. CONTRACTOR’S, SUBCONTRACTOR’S, AGENTS AND THEIR EMPLOYEES. It is acknowledged that Contractor’s, Subcontractor’s, Agent’s and their employees engaged in the work performed under this Agreement are not employees or representative of Grand County. All contracted employees engaged in work on County premise shall be at least 18 years of age. The County reserves the right to remove Contractor or subcontractors’ employees engaged in work on County property. Typically, the removal of Contractor’s employees from County property will be associated with issues including but not limited to drug or alcohol use, theft, or confrontation.

DUTY OF NOTIFICATION. Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall immediately notify the County, immediately. Upon learning of the actions herein identified, the County reserves the right, at their sole discretion, to either cancel the Agreement or reaffirm the Agreement.

PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS. Contractor shall be in possession of all professional licenses required to perform work prior to the commencement of the work and attached hereto as Exhibit “B”. Securing other occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Agreement shall be the sole responsibility of the Contractor. Contractor shall comply with all federal, state, and local laws, ordinances and regulations applicable to the work.

WORK & INTELLECTUAL PROPERTY RIGHTS. The work results and the reports, if any as described in the Scope of Work (Exhibit “A”) shall be considered confidential and proprietary and owned by the County. Contractor shall not release any such reports or work without prior written consent of the County. All inventions and copyrightable works that Contractor is obligated to disclose shall be, and remain, entirely the property of the County. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of the County. Contractor hereby assigns to the County any rights it may have in such copyrightable works. Contractor shall cooperate with County in obtaining any copyrights or patents.

CONFIDENTIALITY. All information disclosed by the County to the Consultant for the purpose of the work to be done or information that comes to the attention of the Consultant during the course of performing such work is to be kept confidential.
27.  **CONTRACTBINDING EFFECT, AMENDMENT.** This Agreement and related documents, including the RFP and Project Documents, submitted documents, and any negotiations, when properly accepted by the County, shall constitute a contract equally binding between the County and Consultant/Contractor. No different or additional terms shall become a part of this Contract with the exception of a written Amendment. This Agreement may be amended only upon mutual written agreement of the Parties.

27.  **ETHICS.** The offer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the County.

28.  **FAILURE TO DELIVER.** In the event of failure of the Consultant to deliver services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the services from other sources and hold the Consultant responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the County may have.

29.  **NONCONFORMING TERMS AND CONDITIONS.** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. Grand County reserves the right to permit the offer to withdraw noneconforming terms and conditions from its proposal prior to a determination by the County of non-responsiveness based on the submission of noneconforming terms and conditions.

30.  **FAILURE TO ENFORCE.** Failure by the County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the County to enforce any provision at any time in accordance with its terms.

31.  **PATENTS/COPYRIGHTS.** The Consultant agrees to protect Grand County from any claims involving infringements of patents and/or copyrights. In no event shall the County be liable to a Consultant for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.

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

<table>
<thead>
<tr>
<th>Contractor’s Signature</th>
<th>Printed Name of Contractor and Title</th>
<th>Date</th>
</tr>
</thead>
</table>

| County Signature | Printed Name of County RepChair, Grand County Council | Date |

ATTEST:

Resolution # ______2796 Approved 7-17-07_______
Contact Information

Contractor’s Contact Information

Name: ___________________________ Curtis Whipple

Name: Judd Hill

Title: ____________________________ e:

Title: Airport Manager

Address: 30 East 100 North

Address: 125 East Center Street

______________________________ PO Box 97 ____________________________

Phone: (_435__) 691-2037 ____________________________ Phone:

(_435__) 259-4849

Fax: ____________________________ (_435__) 542-1249

Fax: ____________________________

Email: cwhi@att.net

Email: ____________________________

County’s Assigned Project Manager

Name:

Title: Airport Manager

Address: 125 East Center Street

Address: ____________________________

Phone: ____________________________

Fax: ____________________________

Email: ____________________________

Resolution #2796 Approved 7-17-07
Exhibit #A
Scope of Work Services

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

As set forth in the bidding documents—INTEGRATE PROJECT DOCUMENTS AS NECESSARY.
CONDITIONAL WAIVER AND RELEASE OF LIENS AND CLAIMS

1. The undersigned is the duly authorized agent for (“Contractor”) and is authorized to grant, on Contractor’s behalf, the lien and claim waivers set forth herein.

2. Contractor has supplied laborers, machinery, tools, equipment, materials, and/or professional or skilled services (collectively, the “Improvements”) to the real property described as follows:

   [Insert Legal Description] (collectively, the “Property”).

3. Contractor, for all Improvements supplied through the date of ______________, shall, upon receipt of $___________________ (“Payment”):
   (a) release, relinquish, and waive any and all rights to and claims for a mechanics’ lien, notice to disburser or verified statement of claim against the Property arising out of any work performed or furnished by the Contractor in connection with the Improvements or the Property; and
   (b) release the owner(s) of the Property and its lender, managers, members, owners, officers, directors, agents, employees, contractors, affiliates and related entities (collectively, the “Releasees”) from any and all rights of action, liabilities, judgments, damages, losses, liens, and claims of any other kind or nature arising out of any work performed, furnished, and/or agreed to by the Contractor in connection with the Improvements or the Property.

4. Contractor warrants that it has paid (or will pay upon Payment) in full all of its laborers, subcontractors, materialmen, suppliers, and any others for all labor, machinery, tools, equipment, materials and/or professional or skilled services provided in connection with the Improvements.

5. Contractor warrants that, following Payment, should any lien or claim be filed for labor, machinery, tools, equipment, materials, and/or professional or skilled services performed in connection with the Improvements, Contractor will defend, indemnify, and hold harmless the Releasees against such lien or claim and, in addition, immediately either (i) obtain settlement of any such lien or claim and furnish Owner with a written and full release of such lien or claim, or (ii) furnish the Owner a bond, for release of such lien pursuant to law.

   NOTICE: This document waives rights conditionally. This document is enforceable against you if you sign it and once you have been paid.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF UTAH THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of ______________________, 20__. 

__________________________
Signature: _____________________

Company Name: _____________________

Printed Name: _____________________

Title: _____________________

STATE OF UTAH _____ )
COUNTY OF GRAND _____ ) ss.

Subscribed and sworn to before me this _____ day of ______________________, 20__, by ___________________ as __________________ of __________________________.

Witness my hand and official seal.

__________________________
(SEAL) Notary Public

Exhibit “B”
Professional License(s) and Insurance

Contractor shall be in possession of all professional licenses required to perform work and insurances prior to the commencement of the work and are attached in this Exhibit.

See attached license and insurance covered.
Note: Grand County will be added as an additionally insured prior to initiation of construction.
INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT is hereby entered into this __ day of _______ 20__ (“Effective Date”) by and between Grand County, a political subdivision of the State of Utah, located at 125 E. Center Street, Moab, UT 84532 (the “County”) and ______________________, a Utah limited liability company [Utah corporation] located at ______________________ (the “Contractor”).

WITNESSETH

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

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

1. SERVICES. Contractor herewith agrees to perform the following services, as more particularly described in the Scope of Work attached hereto as Exhibit A (the “Services”):

INSERT DESCRIPTION OF SERVICES

[INTEGRATE DEFINITION OF WORK PRODUCT FOR ALL “WORK FOR HIRE” AGREEMENTS SUCH AS PROFESSIONAL SERVICES]

The Parties acknowledge that they may amend and modify the Services only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

2. PROJECT SCHEDULE. Contractor shall complete the Services on the following schedule (the “Project Schedule”):

INSERT PROJECT SCHEDULE

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

3. [PROPERTY. Contractor shall perform the Services for the benefit of real property owned by the County located at ________________ (the “Property”). The County warrants and represents that it owns the Property.] INTEGRATE ONLY FOR CONSTRUCTION SERVICES
4. **TERM OF AGREEMENT.** This Agreement shall begin on the Effective Date and shall expire on or before ______. [OR shall continue until NAME EVENT OR shall continue until terminated by either party as provided below]

5. **PAYMENT.**

   a. **Compensation.** County shall pay Contractor, and Contractor shall accept from County, in full payment for the Services under this Agreement, the following compensation: _______________ (the “Compensation”). Contractor shall invoice the County upon completion of the Services, and the County shall pay Contractor within thirty (30) days of the County’s approval of the same.

   [OR The County shall pay Contractor for the Services on a time and materials basis not to exceed the Estimate attached as Exhibit B. Contractor shall invoice the County on the following schedule:

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   The County shall pay all invoices within thirty (30) days of invoice date.]

   b. **Lien Waivers.** As a condition precedent to each payment under this Agreement, including the final payments, not later than the date of payment request, the Contractor shall furnish affidavits and lien waivers and releases in the form attached hereto, confirming that no liens or rights in rem of any kind lie upon or have attached against the Property, the Services or materials, articles or equipment therefore and shall furnish such other documents as may be required by the County as may be necessary in its judgment to protect its interests, including, without limitation, monthly waivers of mechanics’, laborers’ and materialmen’s liens by all subcontractors and all suppliers who have supplied material and/or labor for the Services. The Contractor agrees that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold harmless from and against such liens, rights and any and all expenses incurred by the Contractor or the County in discharging them.] INTEGRATE ONLY FOR CONSTRUCTION SERVICES

6. **NOTICE OF COMPLETION.** Contractor shall submit to the County a written and dated Notice of Completion once the Services are complete. The County may object to the Notice of Completion in writing within fifteen (15) days of the Notice of Completion Date by describing the incomplete work. Contractor shall have thirty (30) days from the Objection Date to respond or complete the Services required hereunder, at which time the Contractor shall submit to Client a written and dated Final Notice of Completion. If
7. PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS. Contractor shall obtain and be responsible for all occupational and professional licenses and permits required to perform the Services prior to the commencement of the same.

8. CONTRACTOR, DEFINED.

   a. Independent Contractor. Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement.

   b. No Third Party Beneficiary. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.

   c. Miscellaneous. As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor’s employees engaged hereunder shall be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.

9. [OWNERSHIP RIGHTS. Contractor understands and agrees that the Work Product created by Contractor hereunder is for the sole and exclusive use of the County. Contractor further understands and agrees that the County shall be the sole and exclusive owner of all right, title, and interest in and to such Work Product. The County has the right to use or not use the Work Product and to use, reproduce, reuse, alter, modify, edit or change the Work Product as it sees fit and for any purpose.] INTEGRATE FOR “WORK FOR HIRE” AGREEMENTS SUCH AS PROFESSIONAL SERVICES

10. CONFIDENTIALITY. All designated confidential information disclosed by the County to the Contractor hereunder shall be kept confidential by Contractor. In such event, Contractor agrees to use all reasonable precautions to ensure that all such confidential information is properly protected and kept from unauthorized persons or disclosure.

11. REPRESENTATIONS AND WARRANTIES.
a. **[Best Efforts]** Contractor warrants that the materials and equipment furnished under this Agreement shall be of good quality and new, unless otherwise required or permitted hereunder, that the Services shall be free from defects not inherent in the quality required or permitted, and that the Services shall conform with the requirements hereunder. The Services not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by the County, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

b. **Service Warranty**. Warranty Contractor further warrants that the Services shall be free of defects and deficiencies for a period of one (1) year after the Final Notice of Completion Date (the “Warranty Period”). The County may enforce the Warranty by providing a written Notice of Deficiency within the Warranty Period. Contractor shall have thirty (30) days from the Notice of Deficiency Date to inspect, object/respond, or repair/replace the Services.

c. **Legal Compliance**. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services. INTEGRATE ONLY FOR CONSTRUCTION SERVICES

[OR Contractor represents and warrants to the County that Contractor is free to enter into this Agreement and that Contractor’s performance hereunder shall not conflict with any other Agreements to which Contractor may be a party. Contractor further represents and warrants to the County that the Work Product is unique and original, is clear of claims or encumbrances, and does not infringe on the rights of any third parties. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services] INTEGRATE FOR “WORK FOR HIRE” AGREEMENTS SUCH AS PROFESSIONAL SERVICES

12. **INSURANCE.**

a. **General**. Prior to Contractor’s commencement of the Services, Contractor shall carry the following insurance with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of “A-” or better and provide a copy of each Certificate of Insurance to the County:

i. **Commercial General Liability** with coverage not less than [$2 million each occurrence [$1 million each occurrence FOR SMALL PROJECTS] with a $4 million combined single limit [$2 million combined single limit FOR SMALL PROJECTS]. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a
business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, or work performed by Contractors;

ii. [Professional Liability with coverage of not less than $1 million each claim and $2 million aggregate]; FOR PROFESSIONALS ONLY

iii. [Workers’ Compensation and Employers’ Liability Insurance with coverage of not less than $1,000,000 for bodily injury caused by accident and $1,000,000 for bodily injury by disease; and] FOR CONTRACTORS AND ARCHITECTS

[OR Workers’ Compensation and Employers’ Liability Insurance with coverage of not less than $100,000 for bodily injury caused by accident and $100,000 for bodily injury by disease; and] FOR PROFESSIONALS WITHOUT MUCH RISK OF INJURY

iv. Business Auto Liability Insurance with coverage of not less than $1,000,000 for each accident.

b. Certificates of Insurance. Each Certificate of Insurance shall provide the following: a) designation of the County as an Additional Insured; b) requirement that Insurer provide the County at least thirty (30) days’ prior written notice of cancellation and termination of the County’s coverage thereunder; and c) an endorsement for Waiver of Subrogation. Contractor shall provide a copy of the Certificate of Insurance to the County prior to commencing the Services.

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

14. TERMINATION OF AGREEMENT.

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

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

c. Effect of Termination. In the event of termination under this Section, this Agreement (other than Sections 9 through 12 and 15, which survive termination under law), shall forthwith become wholly void and of no further force and effect; provided, however, that nothing herein shall relieve any party from liability for willful Breach of this Agreement.

15. INDEMNIFICATION. The Services performed by Contractor shall be at the risk of Contractor exclusively. Contractor herewith agrees to indemnify, defend, and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, taxes, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons.

16. ENTIRE AGREEMENT. This Agreement contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.
The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledged that any Agreement between the Contractor and Subcontractor is not binding on Grand County.

17. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.

18. NO ASSIGNMENT. This Agreement is not assignable without the written consent of the Parties.

19. DISPUTES. Should any disputes arise with respect to this Agreement, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.

20. CHOICE OF LAW. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial District, State of Utah, Grand County.

21. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

22. SEVERABILITY. The invalidity of any portion of this Agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.

23. UNDERSTANDING AND EFFECT OF AGREEMENT.
A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into Agreement.

B. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

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

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

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

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

27. BINDING EFFECT, AMENDMENT. This Agreement and related documents, including the RFP and Project Documents, when properly accepted by the County, shall constitute a contract equally binding between the County and Contractor. This Agreement may be amended only upon mutual written agreement of the Parties.

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

_______________________ _____________________________  _________________
Contractor’s Signature Printed Name of Contractor and Title Date

_______________________ _____________________________  _________________
County Signature Chair, Grand County Council Date

ATTEST:

_______________________ Date
Grand County Clerk/Auditor

Contact Information

Resolution #______ Approved _________
<table>
<thead>
<tr>
<th>Contractor’s Contact Information</th>
<th>County’s Assigned Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
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<td>Title:</td>
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<td>Email:</td>
<td>Email:</td>
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</table>
Exhibit A
Services

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

INTEGRATE PROJECT DOCUMENTS AS NECESSARY
CONDITIONAL WAIVER AND RELEASE OF LIENS AND CLAIMS

1. The undersigned is the duly authorized agent for __________________________ ("Contractor") and is authorized to grant, on Contractor’s behalf, the lien and claim waivers set forth herein.

2. Contractor has supplied laborers, machinery, tools, equipment, materials, and/or professional or skilled services (collectively, the “Improvements”) to the real property described as follows:

[Insert Legal Description] (collectively, the “Property”).

3. Contractor, for all Improvements supplied through the date of ______________, shall, upon receipt of $___________________ ("Payment"):  

   (a) release, relinquish, and waive any and all rights to and claims for a mechanics’ lien, notice to disburser or verified statement of claim against the Property arising out of any work performed or furnished by the Contractor in connection with the Improvements or the Property; and

   (b) release the owner(s) of the Property and its lender, managers, members, owners, officers, directors, agents, employees, contractors, affiliates and related entities (collectively, the “Releasees”) from any and all rights of action, liabilities, judgments, damages, losses, liens, and claims of any other kind or nature arising out of any work performed, furnished, and/or agreed to by the Contractor in connection with the Improvements or the Property.

4. Contractor warrants that it has paid (or will pay upon Payment) in full all of its laborers, subcontractors, materialmen, suppliers, and any others for all labor, machinery, tools, equipment, materials and/or professional or skilled services provided in connection with the Improvements.

5. Contractor warrants that, following Payment, should any lien or claim be filed for labor, machinery, tools, equipment, materials, and/or professional or skilled services performed in connection with the Improvements, Contractor will defend, indemnify, and hold harmless the Releasees against such lien or claim and, in addition, immediately either (i) obtain settlement of any such lien or claim and furnish Owner with a written and full release of such lien or claim, or (ii) furnish the Owner a bond, for release of such lien pursuant to law.

NOTICE: This document waives rights conditionally. This document is enforceable against you if you sign it and once you have been paid.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF UTAH THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of __________________, 20__.  

Signature: __________________________   

Company Name: _____________________   

Printed Name: _____________________   

Title: ______________________________

STATE OF UTAH  )
) ss.
COUNTY OF GRAND  )

Subscribed and sworn to before me this _____ day of ____________________, 20__, by ___________________ as __________________ of __________________________.

Witness my hand and official seal.

(SEAL) Notary Public
AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
APRIL 2, 2019

AGENDA ITEM: M

TITLE: Discussion and consideration of adoption of a resolution amending the “Grand County Employee Handbook” to include a Field per Diem Rate

FISCAL IMPACT: Current GSA Field per Diem for Grand Co. is $43/day

PRESENTER(S): Chris Baird – Budget Officer – Clerk/Auditor

FOR OFFICE USE ONLY:
Attorney Review:

SUGGESTED MOTION:

I move to approve the proposed resolution amending the “Grand County Employee Handbook” to include a provision for field per diem and authorize the Chair to sign all associated documents.

BACKGROUND:

Grand County bases its current meal and travel per Diem on the rates established by the US General Services Administration (GSA). And while the GSA makes provision for a Field per Diem rate, the “Grand County Employee Handbook” does not.

Field per Diem has been provided to both the Roads and Weed department at varying rates. Up to the full Moab/Grand Co. rates and sometimes less. The full per Diem rates are based on restaurant cost indices. And, so are excessive for field per Diem.

The attached resolution, if adopted, would make a provision for GSA based Field per Diem for Grand Co. employees. The current Grand Co. GSA field per Diem is $43/day.

As field work often involves back country travel the resolution also enables department heads or elected officials to authorize field per Diem for worksites closer than 50 miles from the courthouse upon determination that “encampment is more efficient, safer, or more effective than commuting.”

ATTACHMENT(S):

1. RESOLUTION OF THE GRAND COUNTY COUNCIL AMENDING AND UPDATING THE "GRAND COUNTY EMPLOYEE HANDBOOK" FOR THE INCLUSION OF A FIELD PER DIEM RATE
2. GSA per Diem Sheet as provided by US Forest Service
RESOLUTION NO. ______

RESOLUTION OF THE GRAND COUNTY COUNCIL
AMENDING AND UPDATING THE "GRAND COUNTY
EMPLOYEE HANDBOOK" FOR THE INCLUSION OF A FIELD PER DIEM RATE

WHEREAS, Resolution 3005, a "RESOLUTION OF THE GRAND COUNTY COUNCIL AMENDING AND UPDATING THE GRAND COUNTY EMPLOYMENT POLICIES AND PROCEDURES MANUAL FOR CURRENT FEDERAL AND STATE LAW AND FOR INSTITUTING OTHER NEEDED CHANGES; AND RENAMING THE MANUAL TO "GRAND COUNTY EMPLOYEE HANDBOOK", was passed by the Grand County Council on December 17th, 2013; and

WHEREAS, the Grand County Council approved a “Parks, Trails, and Recreation” fund in 2019; and

WHEREAS, the Grand County Council approved the creation of new employment positions under the Community and Economic Development Department, and to be funded via the “Parks, Trails, and Recreation” fund in 2019; and

WHEREAS, the duties of the above mentioned employees may require overnight field work; and

WHEREAS, the Grand County Road’s Department, Noxious Weed Control Department, and other departments may also require overnight field work; and

WHEREAS, the current “GRAND COUNTY EMPLOYEE HANDBOOK” makes no provision for a field per-diem; and

WHEREAS, back country travel is slower, more dangerous, and harder on county vehicles; and

WHEREAS, it is in Grand County’s best interest to make allowances for field per-diem.

NOW, THEREFORE, BE IT RESOLVED that the Grand County Council hereby amends the "GRAND COUNTY EMPLOYEE HANDBOOK" with the addition of:

SECTION X – WORK POLICIES-ALL EMPLOYEES
A. Travel for Grand County Business
   ...
   7. Field per Diem
      Grand County will pay per Diem for elected officials or employees who travel and camp overnight fifty (50) miles or more from their origin of work on approved Grand County business. The rate will be equivalent to the current U.S. General Services Administration Field Per Diem by city and state location. A department head or elected official may authorize field per Diem for fewer than fifty miles from the origin of work upon determination that encampment is more efficient, safer, or more effective than commuting.
PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 2nd day of April, 2019 by the following vote:

Those voting aye:_________________________________________________
Those voting nay:_________________________________________________
Absent:_________________________________________________________

Grand County Council:

---------------------------------------------------------------
Evan Clapper – Council Chair

ATTEST:

---------------------------------------------------------------
Chris Baird – Clerk/Auditor
FY 2019 Per Diem Rates for Utah

Lodging by month (excluding taxes) | October 2018 - September 2019

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

Meals & Incidentals (M&IE) Rates

Max Lodging by Month (excluding taxes.)

<table>
<thead>
<tr>
<th>Primary Destination</th>
<th>County</th>
<th>2018 Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>2019 Jan</th>
<th>Feb</th>
<th>Mar</th>
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<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
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<tbody>
<tr>
<td>Standard Rate</td>
<td>Applies for all locations without specified rates</td>
<td>$94</td>
<td>$94</td>
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M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher.

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

The portion of the M&IE rate provided for incidental expenses is currently $5 for all tiers.

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<tr>
<td>Standard Rate</td>
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Field Per Diem

The Intermountain Region field per diem rate will be 60% (rounded to the nearest dollar) of the Meal & Incidental (M&IE) locality rate established in the Federal Travel Regulation (FTR).

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Privately Owned Vehicle Rates (POV)

Privately Owned Vehicle (POV) Mileage Reimbursement Rates

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<th>Modes of Transportation</th>
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<th>Rate per mile</th>
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<tr>
<td>Government-furnished automobile</td>
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<td>Motorcycle</td>
<td>January 1, 2019</td>
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<td>Airplane*</td>
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<td>Standard mileage rates for moving purposes</td>
<td>January 1, 2019</td>
<td>$0.20</td>
</tr>
</tbody>
</table>

* Use must be authorized or no Government-furnished automobile available

Visit Privately Owned Vehicle (POV) Mileage reimbursement rates for official government travel requirements and details on calculating reimbursement.
## Agenda Summary

**GRAND COUNTY COUNCIL**  
**April 2, 2019**

**AGENDA ITEM: N**

<table>
<thead>
<tr>
<th><strong>Title:</strong></th>
<th>Adopting proposed ordinance to approve amendments of the Grand County Land Use Code, Sections 2.4.11, 6.5, and 6.6, related to outdoor lighting sign illumination standards</th>
</tr>
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<tbody>
<tr>
<td><strong>Fiscal Impact:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Prese ner(s):</strong></td>
<td>Zacharia Levine, Community and Economic Development Director</td>
</tr>
</tbody>
</table>

### RECOMMENDATION:

Move to adopt proposed ordinance to approve amendments of the Grand County Land Use Code, Sections 2.4.11, 6.5, and 6.6, related to outdoor lighting sign illumination standards, and authorize the Chair to sign all associated documents.

### CITIZEN COMMENT:

As of March 27, 2019, Grand County had received 62 written letters of support for the proposed ordinance and 1 letter of opposition. These comments are in addition to the verbal comments provided during the March 19 public hearing, which also indicated a high degree of support for the proposed ordinance.

### BACKGROUND:

Staff has collaborated with the ad-hoc Dark Skies Working Group to draft an ordinance updating the County’s outdoor lighting and sign illumination standards. We have consulted the Executive Director of the International Dark Skies Association (IDA), members of the Colorado Plateau Dark Skies Initiative, professional outdoor lighting designers in the Mountain West, public officials from Flagstaff, AZ, which is often touted as having the model outdoor lighting code, Ketchum, ID, and Horseshoe Bay, TX, as well as local stakeholders from the outdoor guide community, and federal and state land management agencies. Staff also notes that Rocky Mountain Power has participated in the ad-hoc working group meetings, used the proposed ordinance to update the outdoor lighting ordinance presented to planning commission draws from the best available information, model lighting policies from around the western US, and feedback from the abovementioned representatives.

Staff has also collaborated with the Working Group to provide a range of educational materials and citizen engagement opportunities over the last two years. This includes monthly articles in the Moab Happenings about dark-sky related topics, star parties, citizen science and science gatherings, and presentations to city and county councils. In addition, Staff oversaw the completion of a lighting audit of all publicly owned facilities in the Spanish Valley Area. It was concluded that lighting on many public facilities could be improved, but that lighting practices in the Area were also relatively good. The proposed ordinance is intended to ensure that as development and growth in Moab proceed, the community doesn’t experience a loss of its dark skies.
On February 20, 2019, Staff co-hosted an open house event at the Grand Center to give citizens an opportunity to learn more about the motivations for proposing updated standards and to share thoughts and concerns. Several written comments submitted during that open house are included in the packet.

**STATED MOTION:**

Move to pass an amendment to Sections 2.4.11, 6.5, and 6.6, which will update the County’s outdoor lighting and sign illumination standards.

**PLANNING COMMISSION RECOMMENDATION:**

On January 8, 2019, the planning commission forwarded a favorable recommendation for the lighting ordinance with a vote of 6 to 1.

**STAFF RECOMMENDATION:**

Staff recommends approval of the proposed LUC amendments.

Staff highlights the importance of minimizing light pollution for the purposes of Grand County residents’ enjoyment of dark skies, meeting sustainability and energy efficiency goals, preserving and enhancing astrotourism as an economic driver, limiting detrimental public health impacts, and supporting ecosystem health (i.e. flora and fauna depend on dark night skies).

Staff also notes S.C.R. 002, which was adopted during the 2018 Utah Legislative Session. S.C.R. 002 encourages the use of shielded outdoor lighting to promote dark skies. The concurrent resolution also recognizes the harmful effects of light pollution; identifies the benefits of shielded outdoor lighting and dark skies; and encourages the transition from unshielded to shielded outdoor lighting.

The key message of the proposed regulations is, “Light only what you need, when and where you need it, at appropriate levels.” The proposed regulations include several specific standards or exemptions for unique scenarios, including many that require otherwise noncompliant lighting.

Staff notes the following stated concerns of residents: costs of compliance, code enforcement, and lighting for safety and security. Staff believes each of these concerns can be mitigated and overcome.

The best time to incorporate appropriate lighting design into architectural and building plans is prior to initial construction. If incorporated at that stage, compliant lighting is not likely to pose a significant cost-burden on owners/developers. In fact, it is likely to save them money over time due to energy savings. For existing structures, the proposed ordinance offers a five year amortization (aka “grace”) period to come into compliance. Residential properties tend to replace outdoor light bulbs (if not entire fixtures) on a shorter time cycle, so it is expected that non-compliant lighting can be replaced by compliant lighting at little additional cost. Additionally, “do-it-yourself” options are widely available for transforming unshielded or partially shielded fixtures to shielded fixtures at little to no-cost. It is understood that commercial businesses
may incur significant costs associated with lighting retrofits. However, multiple programs exist to support such retrofitting, including Rocky Mountain Power’s Watt Smart program and the City of Moab’s Green to Gold Program.

Code enforcement is currently conducted on a complaint-basis. Compliance with lighting standards will be conducted in the same fashion until further direction is provided by the County Council. While ongoing improvement is still warranted, the County has recently formalized its code enforcement protocol and is addressing noncompliance more efficiently and with greater success. Still, as is noted in the Matrix Consulting report on space and staffing needs, additional staffing is needed to effectively and proactively implement the code enforcement protocol.

With respect to safety or security, Staff notes that the proposed ordinance in no way diminishes the role of lighting in achieving these goals. If anything, it enhances the role of lighting. The key message is, “Light what you need, when and where you need it, at appropriate levels.” Waste light and glare do nothing to improve public safety or security of private property. In many instances, these characteristics of lighting diminish visibility and make it more difficult to detect unexpected movement. While there isn’t consensus on the correlation between lighting and crime, and correlation doesn’t prove causation, there are studies that have found no correlation between lighting levels and crime. Staff has included in this report excerpts from a Department of Justice report to Congress on the state of knowledge regarding crime and lighting. Staff has also spoken with local law enforcement officials about the intent of the lighting ordinance and has not received any comments suggesting the proposed ordinance is potentially harmful public policy.

ATTACHMENT(S):
Draft outdoor lighting and sign illumination standards
Department of Energy Report Excerpts
Department of Justice Report Excerpts
Written Public Comments (received as of 3/27/19)
WHEREAS, the Grand County Council (County Council) adopted the *Grand County General Plan Update* (General Plan) on February 7, 2012 with Resolution No. 2976;

WHEREAS, the County Council adopted the *Grand County Land Use Code* (Land Use Code or LUC) on January 4, 1999 with Ordinance No. 299 and amended it February 19, 2008 with Ordinance No. 468 for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, Sections 2.11.4, 6.5.5(D), and 6.6 of the Grand County LUC address outdoor lighting and sign illumination standards;

WHEREAS, Grand County acknowledges the relationship between land development, urban design, and potential impacts on dark skies;

WHEREAS, the Utah Legislature adopted Senate Concurrent Resolution (S.C.R.) 002 (2018), which encourages the use of shielded outdoor lighting to promote dark skies;

WHEREAS, backlight, uplight, and glare creates wasted light, excessive light, light pollution, and light trespass into unwanted areas;

WHEREAS, light pollution is the artificial brightening of the night sky due to light that escapes from poorly designed light fixtures;

WHEREAS, property owners and the County could reduce their power costs by discontinuing the use of unshielded light fixtures;

WHEREAS, humans and wildlife rely on the earth’s daily cycle of light and dark, and research suggests that light pollution has a negative effect on sleep cycles;

WHEREAS, light pollution negatively impacts professional and amateur astronomers who rely on the darkness of skies to observe, study, further scientific knowledge, and generally enjoy the regional environment;

WHEREAS, many residents of an visitors to the Moab Area are attracted by the relatively pristine dark skies in the region and throughout the Colorado Plateau;

WHEREAS, in a public hearing on January 8, 2019, the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and forwarded a favorable recommendation to the Grand County Council;
WHEREAS, due notice was given that the Grand County Council would meet to hear and consider the proposed ordinance establishing new sign illumination and outdoor lighting standards in a public hearing on March 19, 2019;

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the subject application and has determined that the adoption of this ordinance is in the best interests of the citizens of Grand County, Utah;

NOW, THEREFORE, BE IT ORDAINED by the County Council that the LUC is hereby amended to read:

See Exhibit A

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this April 2, 2019 by the following vote:

Those voting aye: ________________________________________________________________
Those voting nay: ________________________________________________________________
Those absent: _________________________________________________________________

ATTEST:                       Grand County Council

___________________________  _________________________________
Chris Baird, Clerk/Auditor    Evan Clapper, Chair
Exhibit A

Outdoor Lighting and Sign Illumination Standards

Section 2.11.4 (Resort Commercial District)

F. Signage

All signs shall comply with the requirements of Section 6.5.

Section 6.5.5(D) Permitted Signs Illumination

1. Signs may be unlighted, lighted externally, lighted internally, or backlit. All sign lighting must be designed, directed, and shielded in such a manner that the light source is not visible beyond the property boundaries where the sign is located. Lighting for signs must be directed such that only the sign face is illuminated. All lighted signs must have stationary and constant lighting. All sign lighting is included in the calculation of total light output for a property.

a. Standards for Externally Illuminated Signs:

1. Lighting for externally illuminated signs must be aimed and shielded so that light is directed only onto the sign face and does not trespass onto adjacent streets, roads or properties or into the night sky.

2. Lighting for externally illuminated signs must be mounted at the top of the sign (or within 2 feet of the top of a wall mounted sign), except for freestanding monument style signs which may be illuminated by ground mounted lighting.

3. Lighting shall consist of no more than four (4) individual fixtures (or lamps) per sign face and produce a maximum of 40,000 lumens per fixture.

4. All sign lighting shall be included in the calculation of total light output.

<table>
<thead>
<tr>
<th>Permitted and Prohibited External Sign Lighting Configurations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allowed</td>
</tr>
</tbody>
</table>
b. Standards for Internally Illuminated Signs:
   1. Only sign text areas and logos may be illuminated on an internally illuminated sign.
   2. Internally illuminated signs shall use semi-opaque materials for sign text and logos such that the light emanating from the sign is diffused. Transparent or clear materials are not allowed for sign text and logos. Non-text portions of the sign (e.g., background and graphics other than the logo) shall be made of completely opaque material.

c. Standards for Backlit Signs:
   1. The light source shall not be visible.
   2. Backlit signs shall only allow indirect illumination to emanate from the sign. For example, signs that create a "halo" effect around sign copy are allowed.

d. Standards for Illuminated Window Signs
   1. Businesses may display a maximum of two (2) illuminated window signs positioned to be primarily visible outside the business structure.
   2. Illuminated window signs shall not exceed four (4) square feet in area.
   3. Illuminated window signs shall not be illuminated when the business is closed.

Section 6.6 – Outdoor Lighting

6.6.1 Purpose

The purposes of this chapter are to:

A. Encourage outdoor lighting practices that will minimize light pollution, glare, light trespass and sky glow to curtail the degradation of the night time visual environment;

B. Prevent lighting nuisances on properties located in and adjacent to Grand County;
C. Promote energy conservation;
D. Improve night-time safety, utility, security, and productivity;
E. Develop an attractive nighttime appearance in the County;
F. Minimize lighting health risks arising from inappropriate quantities and qualities of lighting;
G. Prevent unnecessary or inappropriate outdoor lighting;
H. Minimize nighttime impacts on nocturnal wildlife;
I. Facilitate the economic development potential of astro-tourism, and the enhancement of the visitor experience in the Moab Area;
J. Maintain the rural atmosphere of the County; and
K. Encourage quality outdoor lighting through the use of efficient bulbs and light sources, fully shielded light fixtures, and limits on the location and uses of outdoor lighting.

6.6.2 Scope and Applicability
A. All lighting should be purpose driven.
B. All exterior outdoor lighting installed after the effective date of this section in all zones in the County shall conform to the requirements established by this section. This section does not apply to indoor lighting.
C. All existing outdoor lighting that does not meet the requirements of this chapter and is not exempted by this chapter shall be considered a nonconforming use or part of a nonconforming structure subject to the five (5) year amortization schedule outlined in Section 6.6.10(B)(3) of this LUC.

6.6.3 Definitions

For the purpose of this section, certain words, phrases and terms shall have the meaning assigned to them by this section.

“Accent or Architectural Lighting” means lighting of building surfaces, landscape features, statues, and similar items for the purpose of decoration, ornamentation, creation of visual hierarchy, sense of liveliness, or other purpose unrelated to safety, business operation, or essential lighting function.

“Backlight” means all the light emanating behind a luminaire.

“B.U.G. Rating” means backlight, up-light, and glare rating, which exists on a scale of zero to five (0 to 5) and describes the light output of a luminaire.
“Correlated Color Temperature” (CCT) is a specification of the color appearance of the light emitted by a lamp, relating its color to the color of light from a reference source when heated to a particular temperature, measured in degrees Kelvin (K). The CCT rating for a lamp is a general "warmth" or "coolness" measure of its appearance. Lamps with a CCT rating below 3,000 K are usually considered "warm" sources, while those with a CCT above 3,000 K are usually considered "cool" in appearance.

“Direct Illumination” means illumination resulting from light emitted directly from a bulb, luminary, or reflector. This does not include light reflected from other surfaces such as the ground or building faces.

“Fixture” means a complete lighting unit consisting of a lamp or lamps together with the parts designed to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply.”

“Floodlight” means a fixture or bulb designed to "flood" an area with light. A specific form of bulb or fixture designed to direct its output in a specific direction. Such bulbs are often designated by the manufacturer and are commonly used in residential outdoor lighting.

“Fully Shielded Fixture” means an outdoor light fixture constructed and mounted so that the installed fixture emits no light above the horizontal plane. Where a light manufacturer provides a BUG rating, the uplight rating (U) must equal zero (0). Fully shielded light fixtures must be shielded in and of themselves. Surrounding structures, like canopies, are not to be considered when determining if the fixture is fully shielded. Fully shielded fixtures must be appropriately mounted so that the shielding prevents light from escaping above the horizontal and all light is directed downward.
Examples of fully shielded light fixtures.

“Glare” means the visual sensation caused by excessive brightness and which causes annoyance, discomfort, or a disability loss in visual performance or visibility.

“Internally Illuminated” as it relates to signs, means any sign which has a light source entirely enclosed within the sign and not directly visible to the eye.

“Light Pollution” means any adverse effect of manmade light. Often used to denote "sky glow" from developed areas, but also includes glare, light trespass, visual clutter and other adverse effects of lighting.

“Light Source” means the part of a lighting fixture that produces light, e.g. the bulb, lamp, or chips on board.

“Light Trespass” means any light that falls beyond the legal boundaries of the property it is intended to illuminate.

“Lumen” means a unit of luminous flux equal to the light emitted by a uniform point source of one candle intensity. Lumens refers to the amount of light emitted by a bulb (more lumens equals brighter light).

<table>
<thead>
<tr>
<th>Brightness in Lumens</th>
<th>220+</th>
<th>400+</th>
<th>700+</th>
<th>900+</th>
<th>1300+</th>
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<tr>
<td>Standard</td>
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<td>40W</td>
<td>60W</td>
<td>75W</td>
<td>100W</td>
</tr>
<tr>
<td>Halogen</td>
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<td>28W</td>
<td>42W</td>
<td>53W</td>
<td>70W</td>
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</tr>
<tr>
<td>LED</td>
<td>4W</td>
<td>6W</td>
<td>10W</td>
<td>13W</td>
<td>18W</td>
</tr>
</tbody>
</table>

“Luminaire” means the same as “fixture.”

“Manufacturer’s Catalog Cuts” means a publication or other printed material of a bulb or lighting manufacturer offering visual and technical information about a lighting fixture or bulb.

“Developed Acre” means the proportionate amount of 43,560 square feet of land that is converted from raw, undeveloped land into land associated with the permitted principal and accessory uses occurring on a parcel. This includes building footprints, private roads, parking lot surface areas, designated recreational areas, walking paths, stormwater detention and retention facilities, and other lands clearly related to the permitted uses on a parcel. Present and future public rights-of-way, lands with natural slopes greater than 30 percent, jurisdictional wetlands, lands in the 100 year floodplain, public drinking water supply water sources (recharge areas for the aquifer in the Glen Canyon Formation), lands affected by inmitigable geo-hazards, riparian habitats, archeological sites, and required open space shall not be included in the calculation of developed acreage.

“Outdoor Light Fixture” means a complete lighting unit consisting of a lamp(s) and ballast(s) (when applicable), together with the parts designed to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply. Also known as a luminaire, or simply as a fixture.

“Partially Shielded Light Fixture” means an outdoor light fixture constructed and mounted so that the installed fixture emits most of its light above the horizontal plane. Where a light manufacturer provides a BUG rating, the
uplight (U) and backlight (B) ratings are greater than zero (0). Light emitted at or above the horizontal plane (sideways or upwards) shall arise solely from incidental decorative elements or strongly colored or diffusing materials such as colored glass or plastic. Fixtures using spot or flood lamps are considered partially shielded if the lamps are aimed no higher than 45 degrees above the vertical plane beneath the fixture.

Examples of partially shielded lighting fixtures

“Recreational Lighting” means lighting used to illuminate sports fields, ball courts, playgrounds, or similar outdoor recreational facilities.

“Skyglow” means the brightening of the nighttime sky resulting from the scattering and reflection of artificial light by moisture and dust particles in the atmosphere. Skyglow is caused by light directed or reflected upwards or sideways and reduces one’s ability to view the nighttime sky.

“Spotlight” means a fixture or bulb designed to light a small area very brightly. See definition of Floodlight.

"Total" means the sum of shielded and unshielded light.

"Total outdoor light output" means the total amount of light measured in lumens from all bulbs installed in outdoor lighting fixtures. For bulb types that vary in light output as they age (such as fluorescent and high intensity discharge (HID) bulbs), the initial lumen output as defined by the manufacturer shall be the lumen value used.

“Tower” means any monopole, antenna, or the like that exceeds eighteen feet (18’) in height.

“Unshielded Fixture” means a fixture that has no shielding at all that would otherwise specifically prevent light emission above the horizontal.
Examples of unshielded light fixtures.

“Uplight” means all the light emanating above the horizontal plane of a luminaire.

6.6.4 Fully Shielded Fixture Requirements

A. Unless specifically exempted by this section, all outdoor lighting shall use fully shielded fixtures and shall be installed so light is directed downward with no light emitted above the horizontal plane of the fixture. Where a light manufacturer provides a BUG rating, the uplight rating (U) must equal zero (0).

B. In order to qualify as a "fully shielded" fixture, a light fixture must have the top and sides made of completely opaque material such that light only escapes through the bottom of the fixture. Fixtures with translucent or transparent sides, or sides with perforations or slits, do not qualify as fully shielded. Any glass or diffuser on the bottom of the fixture must be flush with the fixture (no drop lenses). Merely placing a light fixture under an eave, canopy, patio cover, or other similar cover does not qualify as fully shielded.

C. Fixtures must not be placed at a location, angle, or height that directs illumination outside the property boundaries where the light fixtures are located.

D. Notwithstanding the exemptions in subsection E below, all residential and commercial luminaires shall be fully shielded within twenty-five (25) feet of adjacent residential property lines.

E. Exemptions to Fully Shielded Fixture Requirements:

1. All lights exempted by this section shall be included in the calculation for total light output.

2. Fixtures having a total light output less than one thousand (1,000) lumens are exempted from the fully shielded requirement provided the following criteria are met:
   a. The fixture has a top that is completely opaque such that no light is directed upwards.
   b. The fixture has sides that completely cover the light source and are made of opaque or semi-opaque material. Fixtures with opaque sides may have incidental decorative perforations that emit small amounts of light. Semi-opaque material such as dark tinted glass or translucent plastic may be used if the light source is not discernable behind the
material. Completely transparent materials, such as clear or lightly tinted colored glass, are not allowed.

c. The light source must not be visible from any point outside the property on which the fixture is located.

3. Spotlights controlled by motion sensors having a light output less than one thousand (1,000) lumens per lamp are exempted from the fully shielded requirement provided:

a. The fixture is a spotlight or other type of directed light that shall be directed straight down; and

b. The fixture must not be placed in such a manner that results in illumination being directed outside the property boundaries where the light fixtures are located.

c. Lights controlled by motion sensors shall not be triggered by movement or activity located off the property on which the light is located.

4. Pathway lights less than eighteen inches (18") in height are exempted from the fully shielded fixture requirement, if the total light output from each pathway light is less than three hundred (300) lumens.

5. Temporary exterior lighting intended as holiday or seasonal decorations displayed between November 15 and the following January 15, provided that individual lamps do not exceed 70 lumens and neither cause light trespass nor interfere with the reasonable use and enjoyment of any other property.

6. Traffic control signals and devices.

7. Temporary emergency lighting in use by law enforcement or government agencies or at their direction.

8. The lighting of federal or state flags, provided that the light is a top-down and narrow beam aimed and shielded to illuminate only the flag.

9. An applicant requesting approval for lighting that does not conform to these standards shall follow the procedures and findings requirements set forth in Section 9.14 Variances.

6.6.5 Total Light Output

A. Commercial. Total outdoor light output shall not exceed fifty thousand (50,000) lumens per developed acre. Streetlights used for illumination of public rights-of-way are excluded from this calculation. Commercial developments shall be permitted a minimum of 5,000 lumens of lighting regardless of parcel size.

1. In non-residential zone districts, partially and unshielded lighting on a property shall not exceed 5,000 lumens per developed acre, and shall be included in the total outdoor light output calculation

B. Residential. Total outdoor light output shall not exceed ten thousand (10,000) lumens of lighting for parcels one-half (1/2) acre, or larger, in size. Parcels smaller than one-half (1/2) acre shall be permitted five thousand (5,000) lumens of lighting regardless of parcel size. Total outdoor light output of any
multifamily residential development including five (5) or more separate lots or units shall not exceed twenty thousand (20,000) lumens of lighting per developed acre.

1. In residential zones, partially and unshielded lighting on a property shall not exceed 1,000 lumens per lot, and shall be included in the total outdoor light output calculation.

2. Residential units used for overnight accommodations or other commercial uses shall comply with the residential standards for total light output.

6.6.6 Lighting Hours

A. Commercial establishments shall turn off all outdoor lighting, except that listed below, by twelve o'clock (12:00) midnight:
   a. Businesses open to the public after twelve o'clock (12:00) midnight may leave all outdoor lighting on until one hour after the close of business.
   b. Lighting to illuminate the entrance to the commercial establishments.
   c. Parking lot and pathway lighting required for the safety of guests or customers.

B. Recreational lighting (residential and commercial) shall be turned off by ten o'clock (10:00) P.M. except to conclude a specific sporting event that is underway.

6.6.7 Lighting Color

All exterior lighting shall utilize light sources with correlated color temperature not to exceed 3,000 Kelvin (K).

6.6.8 Specialized Outdoor Lighting Conditions and Standards

A. Gas station canopies may be illuminated provided all light fixtures are mounted on the undersurface of the canopy and all light fixtures are fully shielded. Merely placing the fixtures on the underside of the canopy does not qualify as fully shielding the light fixture.

B. Roadway and street lights are prohibited unless recommended by the County engineer or required by UDOT to provide for the safety of the public. When deemed necessary, streetlights shall utilize lamp types that are fully shielded luminaires that minimize sky glow, light trespass, and other unintended impacts of
artificial lighting. All streetlights shall utilize the lowest illuminance levels acceptable to the County engineer and UDOT.

C. Parking lots may not utilize spot or flood lighting whether mounted on a post or exterior building wall. The overall height of any light post used to illuminate parking lots in commercial zones shall not exceed twenty-five (25’). All post mounted parking lot lights shall be set back from property lines a distance equal to two and one-half (2.5) times the height of the pole unless an internal or external shield prevents the fixture being visible from outside the property boundaries. The overall height of any light post used to illuminate parking lots in residential zones shall not exceed twenty-five feet (25’). All parking lot lighting shall use fully shielded downward directed fixtures. Internal or external shields shall prevent the fixture being visible from outside the parking lots.

D. Outdoor recreation areas or athletic fields at publicly owned facilities may use illumination to light the surface of play and viewing stands and for the safety of the public. The following standards shall apply to outdoor recreation area or athletic field lighting:

1. The recreational lighting does not exceed illuminance levels for class IV sports lighting set by the Illuminating Engineering Society of North America.
2. The recreational lighting provides illuminance for the surface of play and viewing stands, and not for any other areas or applications.
3. Off-site impacts of the lighting will be limited to the greatest practical extent possible.
4. The lighting for areas or applications outside the surface of play and viewing stands shall conform to all provisions in this chapter.
5. The recreational or athletic facility shall extinguish lighting exempted by this section no later than 11:00pm or one hour after the end of play, whichever is earlier.
6. The recreational lighting shall have timers that automatically extinguish lighting to ensure lights are not left on after the curfew or when the facilities are not in use.

E. Outdoor amphitheaters may use illumination to light the performance area of the amphitheater and for the safety of the public. The following standards apply to all amphitheater lighting:

a. Lighting used to illuminate the performance area must be either directed spotlighting or fully shielded lighting. If directed spotlighting, the light source must be located and designed such that it is not visible beyond the property boundaries.

b. Lighting used to illuminate the performance area may only be turned on during performances or rehearsals.

c. Lighting used to illuminate the seating areas, pathways, and other areas of the amphitheater must meet all standards of this chapter.

F. Special events may use illumination to light the event area and for the safety of the public. The following standards apply to all amphitheater lighting:

a. Lighting used to illuminate the event area must be either directed spotlighting or fully shielded lighting. If directed spotlighting, the light source must be located and designed such that it is not visible beyond the property boundaries.
b. Lighting used to illuminate the event area may only be turned on during the hours event activities are open to the public or paying guests.

c. Lighting used to illuminate the seating areas, pathways, and other areas of the event must meet all standards of this chapter.

G. All illuminated signs shall comply with the standards of Section 6.5.

6.6.9 Application and Review Procedures

A. Lighting Plan

All sign permit applications, subdivision applications, site plan applications, building permit applications, and other development review applications within any zone district shall include a lighting plan that shows evidence that the proposed lighting fixtures and light sources comply with this code. Lighting plans shall include the following:

1. Plans or drawings indicating the proposed location of lighting fixtures, height of lighting fixtures on the premises, and type of illumination devices, lamps, supports, shielding and reflectors used and installation and electrical details.

2. Illustrations, such as contained in a manufacturer's catalog cuts, of all proposed lighting fixtures. For commercial uses, photometric diagrams of proposed lighting fixtures are also required. In the event photometric diagrams are not available, the applicant must provide sufficient information regarding the light fixture, bulb wattage, and shielding mechanisms for the planning commission to be able to determine compliance with the provisions of this chapter.

3. A table showing the total amount of proposed exterior lights, by fixture type, wattage, lumens, and lamp type.

B. Approval Procedure:

1. The lighting plan for all new development shall be submitted for approval concurrent with the associated application process.

2. A certificate of occupancy shall not be issued until such time as the property is subject to a post installation nighttime inspection by the Planning and Zoning Administrator.

6.6.10 Amortization of Nonconforming Outdoor Lighting

A. The County shall require the termination of use of any and all nonconforming outdoor lighting fixtures, structures, lamps, bulbs or other devices that emit or generate light which are not otherwise exempted by this chapter, pursuant to the amortization schedule contained in this section.

B. All outdoor lighting legally existing and installed prior to the effective date of this chapter and which is not exempted shall be considered nonconforming and shall be brought into compliance by the property owner as follows:

1. Immediate abatement as a condition for approval upon application for a building permit, sign permit, conditional use permit, new (nonrenewal) business license, site plan review or similar County permit or review when said site improvements, construction, reconstruction, expansion, alteration or modification of existing sites, structures, or uses individually or cumulatively equal or
exceed one thousand five hundred (1,500) square feet, or 50% of existing such improvements, whichever is less. Projects less than one thousand five hundred (1,500) square feet in size, or 50% of existing such improvements, whichever is less, will not be subject to immediate abatement. However, they will count towards a cumulative total of projects on the same property. When the cumulative total equals or exceeds one thousand five hundred (1,500) square feet, or 50% of existing such improvements, whichever is less, abatement shall be immediate.

2. All damaged or inoperative nonconforming lighting shall be replaced or repaired only with lighting equipment and fixtures compliant with this chapter.

3. All outdoor lighting not previously scheduled for amortization or otherwise exempted shall be brought into conformance with this chapter within five (5) years from the effective date of this chapter.

C. The County shall perform two (2) audits of all outdoor lighting in the County, one two (2) years and the other four (4) years after the effective date hereof. These audits will identify all lighting that does not conform to the standards of this chapter. The results of these audits will be made available to the public.
Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged
Fixtures that produce glare and light trespass

- Unshielded Floodlights
- Poorly shielded Floodlights
- Unshielded Wallpacks
- Poorly shielded Wall Mount Fixtures
- Drop-Lens & Stag-Lens Fixtures w/ exposed bulb / refractor lens
- Unshielded Streetlight
- Unshielded Barn Light
- Lowered ‘Marine’ style Fixtures
- Unshielded PAR Floodlights
- Drop-Lens Canopy Fixtures

Acceptable
Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night

- Full Cutoff Fixtures
- Fully Shielded Wallpack & Wall Mount Fixtures
- Fully Shielded Fixtures
- Full Cutoff Streetlight
- Fully Shielded Barn Light
- Fully Shielded Decorative Fixtures
- Fully Shielded “Period” Style Fixtures
- Flush Mounted or Side Mounted Fixtures
- Shielded / Properly-aimed PAR Floodlights

Illustrations by Bob Conlin © 2005. Rendered for the Town of Southampton, NY. Used with permission.

Used by permission.
Nighttime outdoor lighting has most often been designed for the vehicle driver, rather than the pedestrian. Metrics such as pavement illuminance or luminance, illuminance uniformity ratios, vertical illuminance on objects or faces, and glare metrics such as Veiling Luminance Ratio or Glare Ratings from the Illuminating Engineering Society (IES) Luminaire Classification System (BUG) have been used as criteria. The U.S. Department of Energy GATEWAY Demonstration Program has followed two pedestrian-focused projects at sites where the pedestrian-scale lighting needed improvement: Stanford University in California and the Chautauqua Institution in upstate New York. The results from these projects reveal that pedestrians may have different criteria and priorities than drivers, especially in areas where cars are subordinate to bicycles and users on foot.

At both sites, an iterative process was used to evaluate luminaires; collect feedback from residents, homeowners, and/or campus facilities groups; and use that feedback to try other options. In both cases, it became clear that users

- cared about the daytime appearance of the luminaire
- found luminaire glare to be a significant factor in luminaire acceptability
- preferred luminaires that produced a soft-edged pattern of light on the ground
- preferred a warm color of light (2700K to 3000K) given the character of their neighborhood and the fact that they were used to either incandescent sources or high-pressure sodium as a baseline
- found that horizontal illuminances could be at the low end of IES-recommended levels as long as luminaire glare was reduced.

Diffusion was an important characteristic of optical systems deemed less glaring. Light-emitting diodes (LEDs) or clear metal halide arc tubes exhibit high variation of luminance across the face of the luminaire, but diffusion from frosted refractors and flat glass panels was judged as less glaring, even when measured spot luminances were high. Smoothing out the luminance transition from high to low resulted in responses of greater visual comfort, even though glare metrics do not take this into account.

Traditionally, the outdoor luminaire’s “glare” angles have been 75° to 90° from nadir. These projects gathered observations and responses that suggest that although pedestrians may be affected by glare from these angles when they are far away from a post-top luminaire, they are most uncomfortable when they are walking within the zone from 0° to 75°, that is, when they are closer to the luminaire and when the highest luminance elements are within or even above the field of view. This may be related to overhead glare that has been studied in interior applications, or it may be related to the fact that pedestrians naturally glance around their surroundings as they walk, putting the luminaire in the field of view as their eyes look upward.

Every outdoor lighting project is different. The needs vary according to the project client, the users, and their activities, and therefore the best lighting solution will also vary from project to project. There are invariably tradeoffs that must be weighed among visual comfort, color, visibility, efficacy, and other factors. There is no glare metric that works reliably for pedestrian lighting, so full-scale mockups are an important step for gathering feedback from users. Not every neighborhood is suited for pedestrian-
friendly approaches, but where communities are receptive, the following may help mitigate glare, improve visual comfort and visibility, and make outdoor spaces more inviting:

- lower lumen output luminaires and lower illuminances, if luminaire brightness can be controlled
- luminaires that spread luminance (“brightness”) over a larger area
- luminaires with less optical punch and less sharp angular variation in candlepower
- luminaires delivering warmer color light, usually lower than 4000K, and often below 3000K correlated color temperature.

The problems of pedestrian lighting occur with all technologies, but LEDs offer unique optical options and opportunities to the industry. This report is meant to stimulate discussion among specifiers, users, energy specialists, and industry in hopes that new approaches, metrics, and standards can be developed to support pedestrian-focused communities, while reducing energy use.
DARK SKIES OPEN HOUSE - COMMENT CARDS
For further comment, email zlevine@grandcountyutah.net

ARTIFICIAL LIGHT AT NIGHT IS DETRIMENTAL TO OUR HEALTH & OUR ABILITY TO ENJOY THE STARS. I FULLY SUPPORT AN ORDINANCE TO LIMIT ARTIFICIAL LIGHT & PROMOTE RESPONSIBLE LIGHTING.

-MOAB CITIZEN

DARK SKIES OPEN HOUSE - COMMENT CARDS
For further comment, email zlevine@grandcountyutah.net

Section 6.55 (3)
40,000 lumens x 4 fixtures

Seems excessive

Thanks

Paul B.

I support this effort

DARK SKIES OPEN HOUSE - COMMENT CARDS
For further comment, email zlevine@grandcountyutah.net

The draft resolution looks very good. But is a 7 year amortization time period really necessary?

Wayne G. Heskisson

DARK SKIES OPEN HOUSE - COMMENT CARDS
For further comment, email zlevine@grandcountyutah.net

I don't know if there are resources for this, but if so, I would love to know who to contact to have lights on my (private) property assessed. And bring this to city council... think we're all for it!

Roni Derassy
ramiderson@gmail.com
DARK SKIES OPEN HOUSE - COMMENT CARDS
For further comment, email zlevine@grandcountyutah.net

Dark sky ordinances are essential to our health, security, and environment! Take accountability for the needs of the people and planet. Everyone deserves to have a dark night sky, especially migratory birds.

Sincerely,
A concerned citizen

DARK SKIES OPEN HOUSE - COMMENT CARDS
For further comment, email zlevine@grandcountyutah.net

6:00 S.A.M.
Shouldn't it be 500 lumens maximum?

Confusing!

DARK SKIES OPEN HOUSE - COMMENT CARDS
For further comment, email zlevine@grandcountyutah.net

1. Please consider a specific exemption for FAA required airport lighting.

DARK SKIES OPEN HOUSE - COMMENT CARDS
For further comment, email zlevine@grandcountyutah.net

2. How about some incentives for voluntary early compliance? An annual award would be most beneficial.

More alternatives

For already existing lights

Thank you
DARK SKIES OPEN HOUSE - COMMENT CARDS
For further comment, email zlevine@grandcountyutah.net

Maybe something about: Pour forth what you have, to be dark.

SKY - ?

DARK SKIES OPEN HOUSE - COMMENT CARDS
For further comment, email zlevine@grandcountyutah.net

Great Initiative!
- Will there be fines for recidivist offenders?
- How easily can these ordinances be amended?

DARK SKIES OPEN HOUSE - COMMENT CARDS
For further comment, email zlevine@grandcountyutah.net

I'm all for dark skies! No visibility of light source beyond property line.

F. Barlow 260-0525
Zacharia,

I do have another commitment that evening of March 19 but Kate our CFI Development Director will attend, she can be there from 6-7:45 pm. I have let Darcey know that in another email.

I have forwarded the draft ordinance you sent to Kate – and shared it also with Dave our Operations person. I will give it a scan to stay in the loop.

Dark Skies are important to our schools and other clients as a very special feature to appreciate while in our area in particular while camping and running the Fisher Towers stretch and Field Camp. We would want Castle Valley night sky quality protected for our future campus there as well. Those of us that live in town and Spanish Valley appreciate light management in the "urban" areas too.

Good luck with this effort.
Karla
Dear Council Members,

I write in support of the proposed changes to Moab’s dark sky ordinance.

As one who has visited Moab annually for over 40 years and moved here permanently three years ago, I have a deep appreciation for Moab’s unique grandeur and for the historic challenge of earning a living here. Today these two are inextricably linked as never before. The current boom in tourism offers prospects for significant economic growth, but it also threatens the very resources that make Moab so uniquely attractive.

The dark sky above Moab is one such resource. Its clarity and abundance of stars and galaxies offer breathtaking perspective for all who raise their eyes. It is an asset for our economy and as marketable as any arch. And yet it is being squandered by the incremental bleeding of light from businesses and residences.

Businesses, of course, need signs to bring in customers. In this age of social media, however, signs arguably are less important in prompting customers to choose one business over another. Nonetheless, there is a growing practice in Moab for businesses to put up larger, brighter signs. As each new sign seeks to stand out from previous signs, Moab is experiencing a tragedy of the commons that will soon obliterate its dark sky. The proposed changes to the ordinance are a vital start in addressing this problem.

Likewise, residences need outdoor lighting. But that too should be recognized as a challenge for its potential to have a significant, incremental impact on our dark sky. As our community grows, residential lighting should not inadvertently compromise one of the major reasons people choose to live here.

The dark sky is a resource available to all and unlike land and water, can be enjoyed by all without being diminished, damaged or
crowded. As more people come here to vacation or live, that resource
will be ever more important.

Thank you for considering these comments.

Chip Mellor

4191 E Lipizzan Jump
Moab, UT

Sent from my iPhone
Hello, Council members!

Firstly, thank you for your service to the community & county!

I wanted to voice my support for the new Outdoor Lighting Code.

I have lived in Moab for 45 years, and I remember as a child sleeping out in the yard watching planes, satellites and shooting stars in the night sky. I think that’s where my love and appreciation for “dark” started. About 10-12 years ago, we could still watch the performance from our back yards. Last summer, there were the meteor showers, and we watched in vain for them. So, we piled into the truck and drove out to LaSal Mtn View point in Arches, where we were given quite the “show”. There were quite a few folks out there oohing and ahhing as the “stars” shot across the sky. Luckily, the “show” was to the North. When we turned back towards town, I was shocked at the light pollution! It was incredible! I thought that the baseball field lights must be on, or night time road work must be happening. Even tho it was quite late, we drove around town in search of the source of all the light. Much to my dismay, there was no 1 site light pollutant. It turned out to be the combination of all the lights on the new hotels that shine up and down on the outside walls of the buildings, and bottom lighted bill boards and brightly lit parking lots. And just generally so much light!

Encouraging focused lighting, downward lighting, and only limited lighting would be great! I applaud the effort to recover our night sky. It’s an amazing sight, and it sure made me sad to realize that little by little, I’d been losing that sight.

Thank you,
Aneth Wight
From: Kirstin Peterson, Rim Mountain Bike Tours – 1233 S. Hwy 191, Moab, UT 84532

To: Grand County Council

Re: Support for the Proposed Lighting Ordinance

March 19, 2019

I have been involved in county and city lighting issues since the year 2000 when I first joined the Moab City Council. Since that time the county has grown tremendously in terms of developed properties including hotels, second homes and nightly rental accommodations. Since much of this is commercial use property, business owners are concerned about lighting their properties, which I understand since I also own a commercial property in the county. Around 2000 we installed a highway sign for our business and I convinced my business partner to install downward facing shielded lights, not because we had to but because it’s the right thing to do to protect one of the key resources for our area – our night skies. Our sign is well lit and visible just as much than if it were lighted from below without excess light going up into space. With the shields you see only the well-lit sign and not the blinding light that most unshielded lights emit. This isn’t too much to ask of our community and the benefits are well documented for not having stray light impacting residences, animals and preserving our dark skies.

On another note, our business depends on the preservation of dark skies to provide a true wilderness experience out in Canyonlands National Park where many or our trips take place. Enjoying the backcountry in all the ways that it provides a complete break from city living is why so many people come to our area to partake in the outdoor recreation opportunities that exist here. There is a substantial difference in the increased amount of light pollution emanating from Moab that can be seen 25 miles away and more in our national parks from the year 2000. And back in the early 90’s when I was first working out in the backcountry it was difficult to tell where Moab was because there was virtually no light to be seen. If we had been able to enact a comprehensive lighting ordinance for dark sky protection 20 years ago, what a dramatic difference there would be now. Please don’t wait any longer.

Regards,

Kirstin Peterson
March 19, 2019

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

Dear Grand County Council,

The Colorado Plateau Dark Sky Cooperative (CPDSC) is enthusiastic to announce our support of the proposed update to Grand County’s Outdoor Lighting and Sign Illumination Standards to protect our dark skies.

Utah is home to some of the darkest skies in the nation and is the national leader in dark sky protection and preservation. Many Utahns recognize natural nighttime darkness as an important natural resource and understand the economic, ecologic, and cultural value of protecting the dark. Both Torrey and Helper have recognized these benefits and have implemented outdoor lighting standards. Light pollution is a threat because of the negative effects on humans and the environment as well as long-term consequences, such as biodiversity, economic, and cultural loss, that cannot easily be reversed. However, in contrast to other forms of pollution, the negative effects of light pollution can be mitigated easily and cost-effectively.

Effective policies come from an understanding of proper lighting principles such as shielding, color temperature, and lighting levels. The Outdoor Lighting and Sign Illumination Standards have the potential to save energy, increase property value, expand astro-tourism, improve human health, enhance public safety, and protect natural ecosystems.

Thank you for taking the time to read our comments. Resources for community leaders, including a guide titled **Dark Sky Planning: Guidance and Best Practices**, may be found at [www.cpdarkskies.org](http://www.cpdarkskies.org).

Thank you,

Aubrey Larsen
Acting Coordinator, Colorado Plateau Dark Sky Cooperative
darkskycooperative@gmail.com
cpdarkskies.org
I was hoping to speak in favor of the new lighting ordinance tonight but am unable to. I had intended to address the misperceptions around lighting safety. I like walking on our rural road near our home at night to enjoy the stars and moon. Going one direction, I can walk easily and see a long distance along the road. But returning with two neighbor’s unshielded porch lights, I can’t see anything and need to shield my eyes with my hand to be able to walk back. I also turned 70 this year and among the many good gifts of aging, I found a few drawbacks. Light sensitivity is one of those. Gas station lights and bright white house lights in particular make night driving hard (and annoying). A little education around lighting safety would address misplaced public concerns.

I respectfully urge you to adopt the new ordinance.

Thank you.

Sent from my iPhone
Dear Council members:

I would like you to know that I fully support the proposed ordinance to restrict outdoor lighting.

I have been a resident here for many years, and chose to live in the county for many reasons, one of the most important being the dark neighborhoods and visibility of the stars in the dark sky. It is peaceful and invigorating at the same time, and necessary for the health of all living things.

Many light fixtures in the valley impede on the darkness, and it would be nice to be able to maintain our dark skies. In observing "too bright" fixtures in our area, they seem to be a waste of energy as they light up unnecessary areas, as opposed to the places where the light is needed. Most of these lights date back to a time when people felt it necessary to light up huge swaths of space. It has been shown that darkness is not a liability, and the human (and animal) world needs darkness to maintain everyday health.

Many of the fixtures that will need to be changed can be dealt with simply - a different bulb, a little paint on the inside of the shield, reorienting the light. And with five years to comply, it should not be a huge economic burden to anyone.

I hope you will help us maintain our dark nights and allow the stars to shine. Please pass this ordinance. And know that I honestly appreciate all that you do for the community.

Sincerely,

Edward DeFrancia
Moab, UT
To whom it may concern:

My name is Lars Haarr and I am writing this letter in support of the draft ordinances that the local Dark Skies work group put together. I have lived in Moab for over twenty years and worked for a local rafting outfitter that whole time. One of our most popular trips is known as "Stars With Lars", with a focus on Astronomy. During my tenure on the river I have noticed a greater and brighter presence of light pollution in the valley and surrounding areas. This directly and negatively affects the Dark Sky experience many of the visitors to our great town are searching for. I strongly encourage the Grand County Council as well as the Moab City Council to adopt more stringent requirements for both new builds and existing buildings. Our dark night skies are a treasure to behold and deserve to be protected. Our local homeowners and businesses can easily and inexpensively make these changes without negatively affecting the economy. The alternative is unthinkable.

Please do the right thing for our local Dark Skies!

Thank you,

Lars Haarr
Head Guide and Trip Leader
OARS Canyonlands Rafting
Hello,
Thank you for supporting and voting yes to protect the night skies in our area. Night skies without light pollution are important to residents like me and the visiting public.

Brian Quigley

Sent from my iPhone
March 22, 2019

Re: Grand County Outdoor Lighting Ordinance

Grand County Council Members

This letter from the Moab Area Travel Council is in support of the revisions to the Grand County Outdoor Lighting Ordinance. The Moab Dark Skies group has taken the lead bringing awareness to the community about conserving our incredible dark skies.

Local community leaders have rallied around the dark skies effort. Grand County’s support of this ordinance will show that our community is committed to preserving and protecting the precious dark skies we are so lucky to enjoy!

Regards,

Elaine Gizler

Elaine Gizler

Executive Director

Moab Area Travel Council
To the Council,

For the last several years here in Castle Valley I have been seeing an increasing light loom in the night sky. It shines above Porcupine Rim and comes directly from Moab. I request that outdoor night lighting be pointed down and hooded so it does not shine off the owner's property.

Canyonlands by Night is a good example of lighting gone wrong. It points to the sky and also blinds drivers on the River Road. The rocks and water are beautiful in the quiet moon and starlight.

Our starry night skies are a treasure. Do not allow them to become invisible because of 'development'.

Respectfully,

Sue deVall

Castle Valley UT
Hello,
I live out on South Highway 191 and love the last of the stars we can see from our backyard. I have to go behind my house to block the busy highway traffic but I was upset when my neighbor behind me installed some very white, bright lights. I was going to contact you to see if any regulation had been put in place about lighting but didn't know where to ask when I saw this article in the paper with this e-mail address. When this neighbor turns on those lights I can see to get around in my bedroom without a light. It is not right that his light travels about a quarter mile and casts a shadow in my house. I think the news of your looking into the lighting ordinance has helped because I have not seen the lights on for the last few nights.

When we complained about the Shell Station when they first opened they made adjustments and have become a good neighbor as far as lights. It is one thing to look up the road and see the lights and another to have the lights shine on my house.

Wilda
Please do everything to protect our dark skies! It’s so amazing to go outside & see all those amazing stars & the Milky Way. We need to protect this treasure.

Kiley Miller
Dear Grand County Council Members,

I have lived in Moab, Utah now for 29 years, by no means a local but certainly a long time resident. I remember well the small town I moved to in 1990. I was so excited to once again live in a quiet small town. I was so pleased to be able to walk out of my downtown rental unit and see a sky filled with the most amazing stars and constellations in full glaring beauty. Within the first year of my residency I began to hear discussion of a "night sky ordinance." I understood their concerns well. I grew up in Golden, Colorado, a small rural town that I watched be completely overwhelm by buildings and their accompanying "security lighting". The very fields where I rode my pony and practiced for 4-H and Little Britches Rodeo were covered over with building structures and the stars were obliterated by their night lights. Eventually these conditions drove me to search for an alternative home. I chose Moab, Utah to settle despite a depressed economy I held three jobs just to make ends meet. I happily traded job security in for the beautiful night skies and ability to wander open space in my own backyard again. My attendance and participation in a night sky initiative proceeded through a decade to no avail. I have been so disappointed in the shortsightedness of many a county council.

As a river guide for 15 years, I began to notice the glow of lights from Grand Junction in Westwater Canyon in the early 1990's and by 2000 the glow of Moab from Meander Canyon downstream of Moab on the Colorado River. Now you can even see this glow from the confluence of the Colorado and Green Rivers; in the heart of Canyonlands National Park at the head of Cataract Canyon. I am deeply saddened by this problem and grow more concerned with each hotel, fuel station and housing development approval in the Moab Valley.

I am writing once again begging the Council for a lighting ordinance in Moab. Not just for my own esthetic wishes but also to preserve the quality of our skies for the surrounding open space and parks that have made our destination so popular. We live in one of the most amazing landscapes on earth and it deserves our respect and protection. As we grow ever faster it has become urgent to set preservation at the top of our list and night skies have become a priority.

Properly shielded lighting does not detract or distract. You can shed light where you need it, when you need it and at appropriate levels for your needs. Shielding can be done cost effectively by retrofitting or redirecting current lighting with a piece of metal or other material or by painting or tinting the glass.

Appropriate lighting does not lead to higher crime rates. Studies have shown that reducing glare from unshielded lights and directing it more effectively downward reduces the "blinding" effect, removes dark shadows and better lights the areas we navigate more effectively and safely. This is proven by large population centers like Tucson. Having made such ordinances a priority, and despite their growth, they reap
the benefits of night sky tourism and scientific study.

Thank you for taking the time to read my longer than usual letter. Please understand that the length is due to my passion regarding stellar viewing. Please protect our skies from any further degradation.

Sincerely submitted
Susette DeCoste-Weisheit
Council,
Or maybe this email should be titled restore our night sky.

Because my workdays end late (after dark most of the year) when we have company at our home I do what other Moabites do, I take my friends/family to Delicate Arch. I do it at night almost always.

EVERY TIME, as we sit there on the rock, my guest(s) will ask "what's that?" pointing toward Moab. I explain, "that is light pollution from Moab, and it's getting worse every year."

I've been doing this hike at night consistently for well over a decade now and I can attest to the fact that light pollution from Moab is getting worse every year.

Please take action to restore our night sky. Reduced and restricted lumens (like Tucson, AZ), shielded and directed lighting are actions I approve of. I hope you enact these and more.

Thank you,
Thomas Moreau
City of Moab resident
To our Council Members:

I am writing to STRONGLY support the proposed changes to the lighting ordinances. Saving our night skies is not only important for the inspiration of future generations, but happens to very good for business.

There are indications that some businesses are opposed to this, out of fears that are not supported by facts. I would encourage further education for those fearing increased crime, fearing that customers will not see their businesses, etc. The lighting won’t go away – it will just not be directed upward and outward! Studies have shown that good downward lighting is more effective – it lights what we want seen, without blinding the looker and/or creating shadows. Fixing the current lighting does not have to be expensive either. Education!

Being designated a “night sky town” is also a draw for many visitors. It would be a proud designation for our community and make a strong statement to potential visitors.

The Moab area has suffered in the past from unfounded fears: a by-pass could have been completed years ago, assured housing laws even five years ago could have alleviated some of the housing crisis we now have; the fear of slowing our growth with more rigorous planning has led to our glut of hotels. Please don’t let the fears of a few business owners stop you from implementing an ordinance that will improve the lives of residents, help the image of our town, and help assure future generations of Moabites a better town to live in.

Thank you much!

Kathleen Kelly

P.S. I owned a home in downtown Moab for many years. There were very few stars visible at night and we had several bright lights that shone into our home all night long. After moving to Spanish Valley, I was astounded by the brightness of the milky way at night! Our guests want to sit outside at night and lie on the ground!

Kathleen Kelly, MBA
K Squared Consulting
www.Ksqconsulting.com
435-640-3929

Making the Complex Simple
I had retired visitors from Berlin Germany. They were awed when they stepped outside and saw "stars!" The Milky Way we see here is not visible to most of the population in the USA, Europe, and other developed countries.

Ginny Carlson, resident of Grand County since 2000
Grand County Council Members-

We are writing in favor of preserving the night sky in Grand County. After a 37-year career with the National Park Service, living in national parks, we have enjoyed a virtual lifetime of starry skies. We have also seen park visitors weep when seeing the milky way for the first time in their lives. We already have these night skies here. We need to make sure we keep them.

Appropriate night lighting is just that—putting the right light, in the right place, when needed. It’s not that hard. When I was on the Springdale (UT) Town Planning Commission we passed a lighting ordinance "to promote the preservation of dark skies over the Town of Springdale and to protect the view of the night sky for the enjoyment of the citizens of the Town of Springdale." This is one of the things that keeps Springdale a cute little town that is pleasant to live in and to visit.

Light does not make people "safe." That’s been shown.

Appropriate night lighting does not reduce commercial sign visibility.

Appropriate night lighting does protect wildlife.

Appropriate night lighting does make Moab a more appealing visitor destination.

In Castle Valley we can see the glow of both Moab and Grand Junction at night. We would at least like to keep it from getting worse. It will require showing some spine, but let’s keep Grand County a wonderful place to live and raise a family; not just a business opportunity for corporations from away who only think about their bottom line.

Thank you,

Tom & Jenny Haraden
HC 64 Box 3604
132 Buchanan Lane
Castle Valley, UT 84532
435 259-5846

Hózhóogo naasháadoo (Navajo): Walk In Beauty
Councilmembers,

I'm writing in support of the County's proposed lighting ordinance. The ordinance is a common-sense measure to protect (and remediate) the dark skies in our community. As someone who has experienced the adverse impacts from light trespass from neighboring properties, I can speak directly to the benefit that this ordinance will have on the quality of life for everyone living in Grand County. In addition, the 5 year implementation timeline is very reasonable, and the burdens on residential and commercial owners will be minimal. Similarly, I encourage you to not allow grandfathered uses.

Thank you for working to ensure that, as we continue to expand as a community, we'll continue to be able to walk outside of our homes and see the starry night.

Neal Clark
433 Huntridge Dr.
Grand County Council Members,

I am writing to STRONGLY support the proposed changes to the lighting ordinances. Saving our night skies is not only important for the inspiration of future generations, but happens to be very good for business.

The Moab area has a distinct advantage for night sky observations, it is at elevation and has a large number of nights that are dry and clear. The town of Sedona, Arizona also has these similar qualities and is an International Night Sky City. I think if you speak with any business owners in Sedona you will find that 1) businesses are extremely supportive of their ordinances 2) businesses have not suffered from the enforcement of these ordinances 3) this has opened up a whole new area of low impact tourism. TripAdvisor rated astronomy tours as one of Sedona’s top tourist attractions!

Please don’t let the fears of a few business owners sway your decision to act to protect our incredible night skies.

Thank you for looking into the future!

Craig Sanchez, Grand County resident
Dear Council Members:

I urge you to support the lighting ordinance to keep our skies dark and our county free of light pollution. I don’t illuminate any one else’s space and I don’t think they should illuminate mine. Furthermore, businesses do not have to shine brighter than the sun to be noticed. Just because we sometimes seem indistinguishable from Disney Land doesn’t mean we have to be lit up like it. My average Rocky Mountain Power bill is about $25/month. Just because they can afford it doesn’t mean it is right for others - businesses or homes - to practice wasteful and ecologically damaging conspicuous consumption. We have a view of the night skies that few in this country enjoy. Let’s keep it!

Respectfully submitted,

John McQueen
322 E 300 S
Moab

Sent from Yahoo Mail for iPad
Hi there, my address is 4900 Sunny acres Lane, the county line runs through my mailbox, so I'm about as far north in SJ county as you can get. My wife and I moved to Moab in 1993, and have watched Moab continue to grow. Currently we are bringing our concerns to preserve dark skies to our elected Representatives in SJ county, but I thought it wouldn't hurt to contact you all, too. My immediate neighbors are all on the same page—we like it dark. We've had conversations apologizing for accidentally leaving porch lights on overnight, or worse, going on vacation with a light on!

As development inexorably marches on, it would be nice to have regulations in place to preserve dark skies as our new neighbors gradually come to understand "how we do things" here, in this formerly remote corner of Utah. I would prefer that we undertake lighting regulations used in towns near astronomical observatories, but alas, people seem just too attached to unnecessary lights. So, at least pass this ordinance to help preserve what we do have.

My ulterior motive is this will give us leverage with SJ county. We can say "hey, Moab likes dark skies, let's all work together".

Thanks
Dave Focardi
Dear County Council Members,

I urge you to approve proposed changes to the business and resident lighting ordinances that address appropriate lighting in the county. These changes will allow lighting where, when and at the appropriate level that it is needed, while protecting our night skies and keeping annoying light from glaring into neighboring homes. Shielding lighting can be done relatively inexpensively over a reasonable 5 year period. Downward-directed lighting, appropriately colored lighting, and motion sensor activated lighting would still provide for safety and security without excessive light pollution.

Our home in Spanish Valley has long been affected by very bright, annoying security lights on neighboring residential properties. We are now seeing an increased amount of very bright light from elsewhere in the valley as new structures and developments are built. The night sky is no longer as dark and spectacular as it was when we moved here eighteen years ago. The problem is only going to get worse unless enforceable lighting regulations are adopted.

Many people are now traveling to southern Utah to enjoy and wonder at our spectacular dark skies, since the stars and the Milky Way are no longer visible where they live. We should protect this experience however we can, for both ourselves and our visitors.

Thank you for considering my concerns.

Thea Nordling
Dear Council Members--
I support the regulation of outdoor lighting in Grand County. I have had light trespass on my property (glaring into my bedroom and living room windows) and the ability to push back to protect my right to enjoy darkness is profound. I appreciate the public safety angle for neighborhoods and our unfortunate uptick in crime. I am in favor of new methods of lighting designed to shine down and not cause light pollution.
It is yet unclear to me whether Canyonlands By Night will be subject to this proposed ordinance. I certainly hope so. The public safety risk, the negative effect on wildlife and the nuisance of impeded traffic has outlived its viability. It appears the Canyonlands By Night and Day complex is intentionally illuminating the cliffs across the highway and I imagine nocturnal animals are disturbed.
Likewise, there are many hotels, mainly in the north corridor, that have a huge negative impact on the aesthetic of our nightscape in Moab...not to mention you can see the glare from miles away including from the mountains and in the national parks.
Please adopt the new outdoor lighting ordinance.
Sincerely,
Eve Tallman
Moab
Anna Letitia (Aikin) Barbauld

This dead of midnight is the noon of thought,
And Wisdom mounts her zenith with the stars.

A Summer's Evening Meditation.

Percy Bysshe Shelley

Heaven's ebon vault  
Studded with stars unutterably bright,
Through which the moon's unclouded grandeur rolls,
Seems like a canopy which love has spread 
To curtain her sleeping world.

Queen Mab. iv.

Henry Wadsworth Longfellow

Blossomed the lovely stars, the forget-me-nots of the angels.

Evangeline. Part i. 3.

Alexander Smith

The soul of man is like the rolling world,  
One half in day, the other dipt in night; 
The one has music and the flying cloud, 
The other, silence and the wakeful stars.  
Horton.

Mary Gardiner Brainard

That which we look on with unselfish love 
And true humility is surely ours, 
Even as a lake looks at the stars above 
And makes within itself a heaven of stars.

Ownership.

Richard Watson Gilder

O white and midnight sky, O starry bath,  
Wash me in thy pure, heavenly crystal flood:
Cleanse me, ye stars, from earthly soil and scath—
Let not one taint remain in spirit or blood!

The celestial Passion.

I am in complete support of the dark skies initiative and everything it means to our community, and to our ability to see the stars. Something many never, ever, get to see.

Sincerely,

Sara Melnicoff
Moab Solutions
www.moab-solutions.org
PO Box 1549
Moab, UT 84532
435.259.0910 or 435.401.4685
To My Neighbors on the Grand County Council:

I am writing in support of the Dark Skies Ordinance currently under consideration by your council.

My property is on the border of Grand and San Juan counties. Though I am officially a San Juan County resident, my address is Moab, Utah. Moab is my home community. The decisions of Grand County directly affect my home life.

Before my husband and I bought our home, we specifically spent time on the property after dark to see the night sky. We bought into that dark sky and all its stars.

When my brother brought his family to Moab to visit, they were so impressed by our dark sky that they requested to sit out on our front porch every night just to enjoy the beautiful darkness.

The ordinance under your consideration is not going to change things, or cause great hardship. It is only to preserve what we have now.

Our neighborhood has changed in the past 14 years and that dark sky is not quite what it used to be but, for now, it is still extraordinary.

I would like to preserve the dark quality of our night sky dark that we still have. It makes good sense. It is why we choose to live here. It is the experience our visitors are looking for.

I would like to add, the night sky has no border and, in that sense, northern San Juan County and Grand County are intertwined. Therefore, as your neighbor, I ask that you also do what you can to support San Juan County in including a similar dark skies language in the Northern San Juan County/Spanish Valley planning ordinance.

Thank you for your consideration.

Your neighbor,

Jennifer Weidensee
4900 Sunny Acres Lane
Moab, UT 84532
jcydnc@gmail.com
(435) 259-9191
To: Grand County Council Members

Re: Dark Skies Initiative

We applaud the County Council for taking the time to look at the proposed Dark Skies Initiative. Preserving the ability to observe the stars provides a means of conserving/adding to the appeal of our community. We live in an area that already asks homeowners to minimize the lighting that is not necessary and ensuring that necessary lighting actually provides light for what is needed, i.e., NOT upward facing lighting! It is painfully obvious when someone does not follow this directive, because it immediately affects all of the neighbors’ peaceful nighttime skies. We have even been able to enjoy watching the Space Station as it orbits past our little part of the universe - outstanding!

The proposed initiative is not onerous. It provides for an extended time for compliance, it allows lighting for areas that need to be lit (just asks that the lights are directed downward, toward the ground), and it allows budget conscious citizens a means to comply.

One might make the point that when we are walking on a street, or on a path at nighttime, relying on the flashlights that we carry, we don’t point it up into the sky - we direct it onto the street or path in front of us. This is a much more effective way to light the way, and does not blind anyone else who might be walking toward us. This is what proposal is asking for.

To summarize, we ask the Council to approve the Dark Skies initiative.

Teri and Tom Mader
Moab
Dear County Council,

I am writing to voice my enthusiastic support for the new lighting ordinance. The night sky has always meant so much to me. I teach astronomy lessons for many different kinds of gatherings, and it is always such a joy to be able to share this precious resource with others. I also have had numerous experiences with neighboring lights from individuals and apartment complexes that have seriously disrupted my sense of peace at night. In my view, this ordinance just makes sense. The timeline is completely reasonable (I thought 5 years was way too long!) and I find it hard to reason that any business would be negatively impacted.

On a health note, many hormonal imbalances are negatively impacted by disruption in the circadian rhythm, and a big disruption is light at night. These include thyroid disorders and fertility hormone imbalances, which are quite common. Without lights blasting into bedrooms, it would be easier for folks who are trying to mitigate these impacts.

Thank you so much for protecting our night sky and our precious circadian rhythms.

Emily Stock
433 Huntridge Dr
Dear County Council members,

I urge you to support the proposed lighting ordinance that the Planning Comm’n forwarded to you and that the County staff supports. This ordinance has been in the works for years, and has been reviewed and vetted by many citizens and experts. The consensus is that it will help preserve Grand County’s dark skies and our ability to see the stars— which residents treasure but yet take for granted. **If we don’t update our lighting ordinance now, growth and development will erode our star-filled night skies.**

I’ve reviewed the County’s proposed light ordinance, and agree that is allows everyone to "Light what you need, when and where you need it, at appropriate levels."

Importantly:

- The ordinance does not take away residents' ability to light their property; it addresses lighting that is going up and out into the night sky (and onto neighboring properties and into our homes);

- Shielding existing lights to direct the glow toward the ground will go a long way toward preserving our dark skies, as well as keeping the light where humans need it - pointing toward the ground, not into the sky;

- Complying with the new ordinance within the 5-year grace period will not be burdensome for existing businesses or residents; there are free and/or very inexpensive ways to retrofit existing fixtures to redirect light downwards;

I appreciate all of the hard work and attention the Planning Comm’n and the County staff have put into this proposed ordinance. I hope the Council will approve it so residents and visitors alike can enjoy our remarkable nighttime treasure.

Thank you.

Liz Thomas
435-259-0841
County council members

I urge you to vote NO on changes to the lighting of our county that Zachariah Levine has drafted. These changes are anti-business and bad for our community. They will cost a lot of good taxpayer money and are too expensive for many in our community to have to pay.

Mr. Levine did not check with local law-enforcement agencies to see how they felt about dimming the lights in our community, more than likely he did not check with the state of Utah to see if it went against any of their ordinances, He probably did not check with OSHA to see if the changes you would impose on businesses would meet their requirements for their workers or people visiting their establishments, more than likely he did not check with the Americans with disability act to see if dimming the lights all over our county, we’re against their regulations.

In my studying on crime and safety, to decrease crime you add more lighting, also most of the pedestrian accidents or death happen between 6 PM and 9 PM. To increase safety you add more lights.

I urge you before you pass these changes to do some investigating on your own, you invite hundreds of thousands of people into our community on a daily basis and you want to dim the lights and make it dangerous for everyone. Darken our streets and invite crime into our neighborhoods. If you ask me this is quite a liability that you are putting upon yourselves and our county residents, just so we can get a little certificate that says, we are a dark sky community.

Thank you,
George Johnson
425 E 100 N
Moab
Sent from my iPad
Dear City Council Members,

I am very much in favor of keeping our dark night skies as dark as possible so please support the dark night sky ordinance! I am a Moab city resident and property owner for 15 years and believe a dark night sky will help us keep our small town charm.

Thanks for your support,
Robin Straub
99 N 400 E
Moab Utah
From: carolyn dailey
To: Grand County Council
Subject: Night Skies
Date: Tuesday, March 26, 2019 2:22:58 PM

Dear County Council -

I am a strong supporter of the Night Sky Ordinances which will help Moab be a more ecological tourist center and more enjoyable place to live. I think 5 years is plenty of time for business to retrofit existing light fixtures and it should not be costly to do that. Lighting that complies with these standards will provide plenty of light for walking on the streets and will not cause an increase in crime.

I think business who oppose this only have their own self interest at heart and should be willing to do what is needed to protect the night sky for the benefit of all.

Thank you for listening to my concerns.

Carolyn Dailey
Dear Council:

I attended the Dark Skies presentation in February and found the draft of the proposed ordinance to be well thought-out, representing a lot of effort on the part of those who have stepped up to the task. I also attended last week's council meeting and took part in the public response - thank you for your patience in hearing us out after your very long day of work!

Please support the proposed ordinance, for all of the reasons you've already been pelted with. I won't waste your time by tossing them at you again.

Grand County has the opportunity to control the growth of light pollution ~ as long as the first step is taken to put a reasonable ordinance in place. You have this opportunity to make a huge difference in our future, and I encourage you to do so.

Thank you for your willingness to consider all of the public input - no doubt you weary of it, but we do appreciate being heard.

Regards,

~ Nancy Orr
Grand County Council Members

Please vote to pass the Grand County proposed light ordinance.

Thank You

Paul Frank
329 Hillside Drive
Moab Utah 84532
801 910 4359
Dear Grand County Council Members,

We live in the southernmost part of Grand County and have resided at 4625 Spanish Valley Drive since 1992. Back then, we were the last house in Grand County along Spanish Valley Drive and the night skies were fantastic. This was a night sky scene worthy of world heritage status.

Since then, the Grand County population has expanded and slowly the quality of the dark night sky has begun to diminish even out south where we live. This is due to improper lighting and the needless use of upward and horizontal facing lights.

We are not into over regulations, and this lighting issue should be a neighborly thing that folks would just do out of common sense and concern for the qualities we all seek by choosing to live outside urban areas. But, with population expansion and the "I can do what I damn well please" attitude that does exist, we strongly feel that the issue of maintaining the quality of our dark night sky needs to be addressed with a firm stand on an ordinance that will insure we and our future generations will have a quality night sky that we can all appreciate for generations to come.

If this costs home owners and businesses extra money to fix, so be it. That is the cost of inconsideration and/or just plain not caring, and for that, we simply have no sympathy.

Sincerely,
Chuck & Judy Nichols

Nichols Expeditions, info@nicholexpeditions.com
Telephone: 800-648-8488, 435-259-3999
Fax: 435-259-2312
497 N. Main St., Moab, UT 84532

View our Adventure Tour Schedule at http://www.nicholexpeditions.com
Follow us on Facebook: https://www.facebook.com/NicholsExpeditions
Dear Council,

We are residential developers. And...our subdivision covenants are compliant with dark sky ordinances. Homeowners agree! But what about our neighbors? The rest is up to you.

Why?

- There is sufficient evidence that our health and well being is enhanced when not polluted by light pollution.
- Neighbors needing more light can do so within guidelines.
- Commercial building along Hwy 191 is dramatically changing the pleasure and ambiance we came here for.
- Neighbors who don’t care.....should (and I really dislike using the word ‘should’) be given a timeframe to comply then fined.

You are the answer!!

Please take action.

Thank you,

Beth Logan
Coyote Run Subdivision
White Horse Subdivision
435-260-8889
I am writing to express my support for the lighting ordinance to preserve dark skies. The ability to see the stars from my backyard has always been something I treasure. I think it is important to preserve the few places where beautiful starry skies can be appreciated.

I think the ordinance is well written and provides ample lighting options for residents and businesses.

Thank you

Page Holland
1460 Overlook Rd.
Moab
801-201-4748
iPad
County Council,

I strongly believe the passage of the dark skies initiative is a win/win for the community and tourism. Dark sky tourism will only continue to increase as the Milky Way continues to disappear due to urbanization. Moab has something everyone wants; let’s get this right and keep it that way! We are in a very unique position where we can define the rules of the game! I urge you to make a lasting imprint on the future growth of Moab and adopt the dark skies initiative!

Thank you,

Dee Gulledge
March 26, 2019

Re: Grand County Outdoor Lighting Ordinance

Dear Chairman Clapper and Council Members,

I am writing this letter of support for the Grand County Outdoor Lighting Ordinance on behalf of the Friends of Arches and Canyonlands Parks. It is our hope that the County Council will provide favorable consideration to this ordinance.

The Friends of Arches and Canyonlands Parks is the non-profit partner of the National Park Service Southeast Utah Group which includes Arches and Canyonlands National Parks and Hovenweep and Natural Bridges National Monuments. The Friends organization was founded by the family of Bates Wilson. Bates was the superintendent of Arches National Park and Natural Bridges National Monument from 1949 until his retirement in 1972. He was instrumental in the establishment of Canyonlands National Park and became its first superintendent in 1964. His philosophy included the concept that national parks are 24/7 and one of the best times to experience the park was after dark. To this day the most popular programs in our parks are the Night Sky Events that are held throughout the spring, summer and fall months. Visitors are amazed and excited to see the milky way and most are seeing these millions of stars for the first time.

Of the four southeast Utah national parks and monuments three have been designated as International Dark Sky Parks. It is anticipated that Arches National Park will achieve its Dark Sky status later this summer. This designation allows for visitation to continue in the parks after dark and provides visitors the unique opportunity to view the night skies of the Colorado Plateau that most of our visitors rarely get to see.

The approval of this ordinance will insure that the night sky in Grand County will continue to provide both visitors and local citizens a wonderous experience of viewing the stars and constellations for years to come.

Sincerely,

Joette Langianese
Executive Director
Friends of Arches and Canyonlands Parks
March 26, 2019
Grand County Council Members
125 E. Center St. Moab, UT 84532

I'm writing in regards to the 2019 outdoor lighting code revisions. I have reviewed the changes and feel that they are well researched, thought out, and are in the best interest of the residents, and businesses within Grand County Utah.

When considering currently outdoor lighting throughout the Grand County Utah, many of the lights are unshielded creating a dangerous situation for both pedestrians and drivers. With the increase of tourism in the County and the walkability of Moab City, pedestrian crossings of main street are more frequent than ever. Unshielded lights produce a great deal of glare blinding both pedestrians and drivers. This temporary blinding makes these street crossings a precarious affair.

There is also the desire among residents and business owners to keep the rural character of the County in place. Unshielded lights and overly bright lights lend to a big city feel reducing the welcoming small-town vibe. Let's keep our rural character alive by adopting these responsible outdoor lighting code changes.

With all of the research on the effects of artificial light at night increasing the human risks of breast prostate and colon cancer, these code changes will also protect the health of the residents who will be the ones living with their eyes and body rhythms unaligned to our planet.

Disorders, sleep disorders, obesity, and circadian disruption preventing our natural healing processes from functioning correctly.

Responsible lighting is an easy adjustment and the right thing to do to protect our residents from the ill effects of artificial light at night. Many of the County's business owners would benefit greatly from the added revenue generated by overnight stays from those seeking views of the night sky.

SINCERELY,

CRYSTAL WHITE
As a resident in Grand County for 30 years, I mourn the loss of our dark skies.

One of the reasons I moved here was for solitude and the beautiful night skies. One of the reasons tourists from throughout the world come here is the expectation of dark night skies.

Please pass this ordinance as written. It provides common-sense restrictions on trespass light while allowing for plenty of focused light for safety. The long time-frames set up for compliance will not create a financial burden. As a small business owner I look forward to my colleagues in local businesses using common sense lighting and not scare tactics over safety to water-down or defeat this ordinance. Hundreds of hours of work has gone into the ordinance draft to make it fair, reasonable, safe and economically practical.

As a residence of Spanish Valley I look forwarded to my neighbors being required to limit their trespass light to their own property. Lighting design of today allows for plenty of light yet shields neighbors.

I sat on a citizens committee about 15 years ago from which we forwarded simple guidelines to the planning committee on trespass lighting. Public comment was overwhelmingly in favor until several vocal businesses raised a fuss and the entire project died. Why is it always so?

If we do this correctly, our night sky can be marketed successfully. Unfortunately, a night-time drive into Arches is no longer dark with the Moab glow on the horizon. We can do better—we must do better.

Sincerely,

Andy Nettell

Andy Nettell, Proprietor
Back of Beyond Books, ABAA
83 N. Main
Moab, UT 84532
(435) 259-5154 - (800) 700-2859
andy@backofbeyondbooks.com
www.backofbeyondbooks.com
Dear County Council,

Thank you for all of your hard work and dedication to our community. I am happy to see movement towards protecting our night skies and believe the lighting ordinance is an important step to protecting this valued treasure for residents and visitors alike, while preserving the ability for property owners to safely light their property through use of the best available techniques. This ordinance presents a very reasonable time frame for compliance while also taking common sense steps to ensure that future development can occur in a way that protects this valuable resource that brings in many tourists.

From my residence on rocky road I both enjoy the night skies and am intruded upon by certain homes in the vicinity with multiple outdoor lights shining all night into my windows and yard and the increasing glow from our more developed areas.

I appreciate your attention to this important issue and urge you to please pass this ordinance.

Thank you,
Jeff Adams
Dear Council Members:

Since 1989, there have been several attempts to get these common sense lighting restrictions passed, but it took only a few business to push back and the ordinances failed.

If they had passed, we wouldn’t have the light pollution issues we have now. Now IS the time to support these changes and save (and improve) our dark skies.

- The changes to the lighting ordinance do not take anything away from anyone. You can have the light where you need it, when you need it and at the appropriate level that you need it.
- The restrictions address lighting that is going up and out into the night sky (and into our homes). It calls for properly shielded lighting that directs light downward.
- It is not an expensive fix for most businesses or residents. Shielding can be done by retrofitting or redirecting current lighting with a piece of metal or other material. The inside of many light fixtures can simply be painted (especially clear glass). If businesses need to replace lights, this is simply part of the cost of doing business (think cleaning/replacing flooring, furniture, shelving, etc.)
- There is a 5-year period to retrofit lighting—that is a long time!(Think about the time a baby is born until they reach 5 years. It is longer than a President’s term.) Five years is plenty
of time for business to plan and budget for these changes, should they be needed.

- We are loosing the night sky. You can no longer see the Milky Way and many stars in Moab and the light glow from this small town can be seen from far away. It already impacts Arches National Park.
- Those of us in Spanish Valley have been watching the “light creep” for the last 5-7 years and it is alarming how it is starting to affect our night skies. Luckily, many of us can still see the Milky Way and we don’t want to lose it.
- Appropriate lighting does not lead to higher crime rates. There is fear (and poor headlines) that there will be a “dimming the lights on Moab” and inviting crime. This is simply not true. Studies have shown that reducing glare from unshielded lights and directing it more effectively downward reduces the “blinding” effect, removes dark shadows and better lights the areas we navigate more effectively.
- There is a definite positive business aspect to having stellar night skies. Many people are now traveling to destinations just to see the Milky Way and a view into the Universe that we are a part of.

Sent from my iPhone
March 26, 2019

Re: Support for Grand County Outdoor Lighting Ordinance

Dear Grand County Council Members,

On behalf of the Moab Dark Skies I am writing this letter in support of the revisions to the Grand County Outdoor Lighting Ordinance. It is our hope that the County Council will provide favorable consideration to this ordinance.

The Moab Dark Skies group was formed in September 2016 to increase the community’s awareness and appreciation of the area’s night skies. The purpose was to provide information to citizens and businesses to assist with understanding the value of our uniquely dark night skies. And also to provide methods and benefits of maintaining this precious resource. The group’s membership includes local community leaders, City and County officials and staff, public land agency representation, Rocky Mountain Power staff, and local outfitters. During the last three years the Moab Dark Skies group developed educational materials, held special night sky events, provided visitor information at the MIC, sponsored engagement with arts events, and attended professional conferences on the nexus of outdoor lighting, economic development, public health and safety, and dark skies preservation.

We recognize that there will be more work to be done to assist the community to understand and implement the new changes to the code. The Moab Dark Skies group is committed to help with that endeavor, through continued education and direct financial assistance to less advantaged households. Success in achieving the benefits of improved outdoor lighting will be a multipronged effort by many parties. Modernizing the County’s outdoor lighting code is an important component to that effort. We encourage your support on continuing these efforts through the approval of the Outdoor Lighting Ordinance.

Thank you for all that you do for Grand County by ensuring the health, safety, and welfare of its citizens and visitors.

Sincerely,

Joette Langianese
Chair
Moab Dark Skies
Council Members

Our night skies can be protected with PROPER lighting. This request is not about removing lighting but about installation of "downward" light flow and many outdoor fixtures are made this way or shields can be added to existing fixtures.

Sent from my iPhone
Dear Gentlepersons,

As a long time resident of the Spanish Valley, I applaud your efforts to stop useless, needless, wasteful, and annoying outdoor lighting in Grand County. I am sure you will not allow a few monied business interests to deter you from doing what is right and will benefit the majority of tax payers in the County.

Don Dummer

PS Not to pile on but, isn't about time we consider stopping outdoor burning in the County? If you witnessed the plume of smoke going up from the arena this morning and polluting most of downtown Moab, I think you would agree. The days when outdoor burning was necessary are long gone. There are good and valid reasons outdoor burning is prohibited on the Wasatch Front and those reasons are equally valid here.
Dear Council,

Visitation to our VERY close National Parks and Public Lands is the base for Moab and Grand County's healthy economy. People visit and live in our area for the natural beauty and outdoor experiences they can not find in crowded, extremely lit-up cities. It would seem the logical, prudent and smart action for our community, and the tourist industry, to take would be to support lighting ordinances that preserve our beautiful night skies. Pressure from local commercial enterprises to further pollute the REASON visitors come to SE Utah makes very little sense. Pressure from local commercial enterprises who cater to many of us who live here, or who are involved with attracting new citizens to the area, makes no sense. I support The City of Moab and Grand County taking actions to support protecting and preserving our night skies.

Carrie Bailey
46 South 200 East
Moab
Dear Council Members,

I have an additional concern regarding the need to protect our dark night skies. I recently read a number of articles about the harmful effects that bright lighting at night has upon both humans and wildlife. Unnatural cycles of light and darkness interfere with breeding cycles and migration of many species of amphibians, birds and insects. They also disrupt people's circadian rhythms, interfering with sleep.

Please consider this in your deliberations about the county lighting ordinance.

Thank you,

Thea Nordling
1996 Highland Drive
Moab
Grand County Council, I highly respect the fact that you are taking on this issue head on. Much like the Genie escaping from the bottle, pollution whether light or particulate is a difficult event to turn around. If lighting is allowed to continue to pollute the skies you cannot ‘undo’ it; only mitigate on a groveling level.

The code being discussed is a workable attempt at a solution. If not us here in Moab then who will step up to the plate and promote a healthier sky? People come from all over the world to experience the beauty of our environment. If we loose our stars, our Milky Way, we loose our income from tourism. The need for aggressive efforts to create an environment of respect for the natural world is timely and makes Moab a more appealing destination. The very process of discussion is educating residents to the priority of the dark sky.

Much has been done in the name of ‘tourism’, more hotels, more traffic, more impact on the land. It’s time for the voices that resist this Dark Sky legislation to step up and take responsibility for their negative influence and destruction of the night sky. Individual citizens can make these alternations easily with responsible lighting. Be proud, be strong and be a part of making the world a better place. Thank you for your consideration, Cindy Pickett, 4146 E. Lipizzan Jump, Moab, UT.

Sent from my iPad
Dear Council,

I support passing an ordinance to preserve night skies in Moab.

Thank you,

Miriam Graham
603 Peach Path
Please do ALL you can to keep our skies dark here in Grand County.

It only increases one’s quality of life to be able to look up & see the heavens at night.

Tiger Keogh
Moab, UT 84532
Good people of the Council,

Please do all you can to save our dark skies. Let’s have the say in how our county saves and preserves the things we all hold dear. Thank you!

Kindly,

Terry O. Carlson
Sent from my iPhone.

Begin forwarded message:

From: Mary Tiger Keogh <mtigerkeogh@gmail.com>
Date: March 27, 2019 at 4:42:07 PM MDT
To: Council@grandcountyutah.net
Subject: Dark Skies

Please do ALL you can to keep our skies dark here in Grand County.

It only increases one’s quality of life to be able to look up & see the heavens at night.

Tiger Keogh
Moab, UT 84532
### CONSENT AGENDA SUMMARY

#### GRAND COUNTY COUNCIL MEETING

<table>
<thead>
<tr>
<th>Consent Agenda Item: O-Q</th>
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| **TITLE:** | O. Adopting proposed resolution approving amendments on a Replat for lots 23A and 24A in the White Horse Subdivision located at Lippizan Jump  
P. Adopting proposed resolution approving amendments on a Replat for Phases II & IV of Sorrel River Ranch, located at Mile Marker 17 Highway 128  
Q. Approving application for retail beer license for the PRCA Rodeo located at Old Spanish Trail Arena on May 31-June 2, 2019 |
| **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.

---

**Prepared By:**
Bryony Hill  
Council Office Coordinator  
435-259-1346  
bchamberlain@grandcountyutah.net

**FOR OFFICE USE ONLY:**
Attorney Review: N/A
**Agenda Summary**

**GRAND COUNTY COUNCIL**

**April 2, 2019**

**AGENDA ITEM: O**

<table>
<thead>
<tr>
<th><strong>TITLE:</strong></th>
<th>Adopting proposed resolution approving amendments on a Replat for lots 23A and 24A in the White Horse Subdivision located at Lippizan Jump</th>
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<tbody>
<tr>
<td><strong>FISCAL IMPACT:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>PRESENTER(S):</strong></td>
<td>Community and Economic Development Staff</td>
</tr>
</tbody>
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**STATED MOTION:**

Move to adopt proposed resolution approving amendments on a Replat for lots 23A and 24A in the White Horse Subdivision located at Lippizan Jump, and authorize the Chair to sign all associated documents.

**STAFF RECOMMENDATION:**

Review and consider application materials provided related to the proposed White Horse Subdivision Lots 23A and 24A (Replat). Staff recommends the County Council approve with the following.

**BACKGROUND:**

Property owner is seeking to replat (plat amendment) of Lots 23A and 23A. The owner is not requesting any net change in the acreage associated with open space or developable acreage. The request is associated with the locations of such acreage within the PUD.

**ATTACHMENT(S):**

- Draft Resolution
- Application
- Plat
- Title Report
RESOLUTION OF THE GRAND COUNTY COUNCIL
APPROVING THE REPLAT OF LOTS 23A AND 24A OF WHITE HORSE SUBDIVISION PUD

WHEREAS, Jim Byrnes (hereinafter referred to as “Applicant”), submitted an application for the replat of Lots 23A and 24A of White Horse Subdivision PUD, a parcel of land in the SW1/4 of the NE1/4 of Section 26, T 26 S, R 22 E, SLM, Grand County, Utah more specifically described as follows:

LOT 23A
COMMENCING AT THE NORTH QUARER (1/4) CORNER OF SECTION TWENTY-SIX (26), THENCE SOUTH 00°02'04" WEST A DISTANCE OF 1,323.03 FEET TO A POINT BEING THE NORTHWEST CORNER OF SAID WHITE HORSE SUBDIVISION, THENCE SOUTH 41°13'55" EAST, A DISTANCE OF 1173.95 FEET TO A POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF LIPIZZAN JUMP, A STREET IN SAID WHITE HORSE SUBDIVISION, ALSO BEING THE POINT OF BEGINNING:

THENCE THE FOLLOWING COURSES:
SOUTH 75°39'02" EAST A DISTANCE OF 192.01 FEET TO A POINT,
THENCE SOUTH 00°03'49" WEST, A DISTANCE OF 60.10 FEET TO A POINT,
THENCE SOUTH 30°45'12" WEST, A DISTANCE OF 56.01 FEET TO A POINT,
THENCE NORTH 85°17'02" WEST, A DISTANCE OF 77.63 FEET TO A POINT,
THENCE NORTH 54°23'27" WEST, A DISTANCE OF 52.85 FEET TO A POINT,
THENCE NORTH 88°16'51" WEST, A DISTANCE OF 66.85 FEET TO A POINT,
BEING ON SAID SOUTHEAST RIGHT-OF-WAY LINE OF LIPIZZAN JUMP,
THENCE NORTH 14°20'58" EAST, A DISTANCE OF 120.41 FEET ALONG SAID RIGHT-OF-WAY TO A POINT, BEING THE POINT OF BEGINNING.

CONTAINING 0.50 ACRES MORE, OR LESS.

LOT 24A
COMMENCING AT THE NORTH QUARER (1/4) CORNER OF SECTION TWENTY-SIX (26), THENCE SOUTH 00°02'04" WEST A DISTANCE OF 1,323.03 FEET TO A POINT BEING THE NORTHWEST CORNER OF SAID WHITE HORSE SUBDIVISION, THENCE SOUTH 41°13'55" EAST, A DISTANCE OF 1173.95 FEET TO A POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF LIPIZZAN JUMP, A STREET IN SAID WHITE HORSE SUBDIVISION, THENCE SOUTH 14°20'58" WEST, A DISTANCE OF 120.41 FEET ALONG SAID RIGHT-OF-WAY TO A POINT, ALSO BEING THE POINT OF BEGINNING:

THENCE THE FOLLOWING COURSES:
SOUTH 88°16'51" EAST, A DISTANCE OF 66.85 FEET TO A POINT,
THENCE SOUTH 54°23'27" EAST, A DISTANCE OF 52.85 FEET TO A POINT,
THENCE SOUTH 85°17'02" EAST, A DISTANCE OF 77.63 FEET TO A POINT,
THENCE SOUTH 30°45'12" WEST, A DISTANCE OF 165.45 FEET TO A POINT,
THENCE NORTH 54°23'27" WEST, A DISTANCE OF 159.66 FEET TO A POINT,
ALSO BEING A POINT ON SAID SOUTHEAST RIGHT-OF-WAY LINE OF LIPIZZAN JUMP,
THENCE CONTINUING NORTHEAST ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE LEFT, CHORD THAT BEARS SOUTH 22°09'24" EAST, A DISTANCE OF 33.15 FEET TO A POINT, ALSO BEING A POINT ON SAID RIGHT-OF-WAY,
THENCE NORTH 14°20'58" EAST ALONG SAID RIGHT-OF-WAY TO A POINT, THAT BEING THE POINT OF BEGINNING.

CONTAINING 0.53 ACRES MORE, OR LESS.
WHEREAS, Lots 23A and 24A of White Horse Subdivision is zoned Rural Residential PUD (RR-PUD) as defined in the Land Use Code;

WHEREAS, the applicant seeks to take two lots and replat the existing lot lines;

WHEREAS, the White Horse Subdivision PUD is a fully built-out subdivision and does not propose or require additional infrastructure;

WHEREAS, the application is being processed in accordance with the requirements of the Land Use Code Section 9.9 and does not remove any covenants or restrictions nor increase the number of lots in the original subdivision;

WHEREAS, the application meets the final plat requirements found in the Land Use Code Section 9.5;

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the subject application in a public meeting on April 9, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Grand County Council that it does hereby approve the replat of the Lots 23A and 24A of White Horse Subdivision PUD as recorded.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 9th day of April 2019, by the following vote:

Those voting aye: ________________________________

Those voting nay: ________________________________

Those abstaining: ________________________________

Those absent: ________________________________

ATTEST

Chris Baird, Clerk/Auditor  Evan Clapper, Chair

Grand County Council
# Subdivision Plat Amendment

## Replat Application

Grand County Courthouse: 125 E. Center St. Moab, UT 84532; Phone: (435)259-1343

<table>
<thead>
<tr>
<th>FOR OFFICE USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Submittal:</td>
</tr>
<tr>
<td>Replat Processing Fees: $350.00</td>
</tr>
<tr>
<td>Submittal Received by:</td>
</tr>
</tbody>
</table>

## Contact Information

**Property owner:** Knowles (Lot 23)  
Byrnes (Lot 24)

| Address: 4242/4230 Lipizzan Jump |
| Phone: Cell: |
| Email address: | |

**Engineer:** Souder Miller + Associates

| Address: 529 25 1/2 Road Suite B101 Grand Junction CO 81501 |
| Phone: 970-243-6067 cell: |
| Email address: KurtShepherd@soudermiller.com |

**Surveyor:** Souder Miller + Associates

| Address: 529 25 1/2 Road Suite B101 Grand Junction CO 81501 |
| Phone: 970-243-6067 cell: |
| Email address: KurtShepherd@soudermiller.com |

**Property owner representative:** Jim Byrner

| Address: 4230 Lipizzan Jump |
| Phone: |
| Email address: |

## Project Information

**Project name:** Replat Lots 23 and 24

**General location of the property:** White Horse Subdivision

**Size of the subject property:** 53.50 acres  
**Number of lots:** 2

**Surrounding land uses:**  
**Current Zoning:** SF district
REQUIRED SIGNATURES (or attach letter of approval by the agency)
Agency will review for ability to serve the lots and adequate existing and future easements.
Moab Valley Fire Department ____________________________________________
Grand County Road Supervisor __________________________________________
Grand Water and Sewer Service Agency ________________________________
Rocky Mountain Power ________________________________________________
FEMA Floodplain Adm ________________________________________________ (provide site map)

SUPPORTING MATERIALS
Replat applications shall contain, at a minimum, the following supporting materials through the approval process according to the following submittal schedule:

1. **APPLICATION SUBMISSION**, a complete set (with the exception of the title report and fee) of all supporting materials shall be submitted with this application. These complete sets should include two large (24" x 36") and two small (11" x 17") sets of all plans.

2. **PRIOR TO MEETINGS**. After review and approval of the Community Development Department revised sets plans shall be submitted prior to the application being placed on a Planning Commission and/or County Council meetings. An electronic set of plans shall be sent to the Community Development Department.

3. **POST COUNCIL MEETING**. A non-erasable Mylar copy suitable for recording, a digital copy, and two sets of both large and small corrected plats that comply with the County Council’s approval.

☐ Subdivision Amendment (Replat). A replat that removes any covenants or restrictions or increase the number of lots shall be subject to all the requirements of the LUC regarding preliminary plats and final plats. A plat prepared at a scale of not less than one (1) inch equals one hundred (100) feet, with all dimensions shown in feet and decimals thereof will be required for final approval prior to recordation. Plats of large areas may be prepared on multiple, serially numbered sheets with match lines and an index map, with vicinity and index maps appearing on the first of the serially numbered sheets. Replats must show trails, roads, sidewalks and other public as well as private facilities. All roads, trails, and paths shall be in compliance with County standard cross sections. The replat submission must conform in all major respects to the Preliminary Plat and Final Plat as previously reviewed and approved by the Planning Commission and County Council as applicable. Post meeting replat submissions for recordation shall include all information listed below, delineated in permanent ink on mylar for recordation and submitted in an electronic format:

- **Title Block & Location**. A title block showing the name of the proposed subdivision and its location by quarter-quarter section, section, township, range, principal meridian, City, county, and state;
- **Direction, Scale, and Title**. A north point, both graphic and written scales, and a title shall be placed on the plat;
- **Vicinity Map**. A vicinity map that locates the proposed subdivision within its Township and the Section, shows major roads and watercourses adjacent to or near the subdivision, and shows the boundaries of and recorded names of adjacent or nearby subdivisions and lots;
- **Control Points**. The point of beginning for the survey, which shall be tied to a section or quarter-section corner, and the location and a description of all existing monuments found during the course of the survey and the total area of the subdivision in acres;
- **Boundary Lines and Bearings**. Tract boundary line sufficient to locate the exact area proposed for subdivision, rights-of-way lines of streets, easements and other rights-of-way, and property lines of...
residential lots and other sites with accurate dimensions, bearings and deflection angles, and radii, arcs and central angles of all curves shall be placed on the plat;

- **Basis of Bearing.** The basis of bearing shall be shown on all plats and shall be based upon two Government Land Office (GLO) monuments. Monuments used shall be part of the approved County control network;

- **Acreage and Tables.** The acreage of each lot and a table showing the total number of lots, total acreage of the subdivided area, the total acreage in lots, the average lot size, the total acreage in streets, the total acreage of any parcels dedicated to public use or held in common by the lot owners;

- **Streets.** Name and right-of-way width of each street or other right-of-way shall be placed on the plat;

- **Easements.** Location and dimensions of all easements shall be placed on the plat;

- **Lot and Block Numbers.** Number to identify each lot and each block, and the dimensions of lots and blocks, shall be placed on the plat;

- **Purpose of Sites.** The purpose for which sites, other than residential lots, are dedicated or reserved shall be placed on the plat;

- **Building Lines.** Minimum building setback lines when required or approved by the Planning Commission shall be placed on the plat;

- **Monuments.** Location and description of monuments shall be placed on the plat. Monuments shall include centerline monuments at all curve points and intersections.

- **Adjacent Land.** References to recorded subdivision plats or adjoining platted land by record name shall be placed on the plat.

- **Surveyor's Certificate and Legal Description.** A legal description and surveyor's certificate in the following form, shall be placed on the plat:

  "KNOW ALL MEN BY THESE PRESENTS:

  That I, ________________, do hereby certify that I am a registered Utah Land Surveyor, and that I hold certificate No. ________________, as prescribed under the laws of the state of Utah, and I further certify that under the authority of the owners, I have made a survey of those lands as shown here on and described below, and that I have subdivided said tract of land into lots and streets, hereafter to be known as ________________, and that same has been correctly surveyed and staked on the ground as shown on this plat."

  Signature

- **Approval Certification.** Certification of approval by the County Council, in the following form, shall be placed on the plat:

  "APPROVED this ________________ day of ________________, 20__, by the Grand County Council."

  Chairman Signature

  County Recorder Signature

- **Street Intersections.** The location of the point of intersection and points of tangency of street intersections, and the bearing and distance of each street right-of-way center line and the location of each street monument shall be placed on the plat;

- **Plat Identification & Date.** A positive reference and identification of the plat and date of the plat shall be placed on the plat;

- **Dedication Certificate.**

  1. The property owner's certificate or deed of dedication shall be placed on the plat. The dedication deed or certificate of dedication shall be executed by all persons, firms or corporations owning an interest in the property subdivided and platted, and shall be acknowledged in the manner prescribed by the laws for the State of Utah for conveyances of real property. In the case of surface lien holders, they may execute a subordination agreement subordinating their liens to all public streets, alleys, parks, school sites and any other public areas shown on the plat of such subdivision as being set aside for public uses and purposes. The dedication deed or certificate of dedication shall, in addition to the above requirements, contain the following:

3. A statement and express representation that the parties joining in such dedication are the sole owners of such tract of land.

4. An express dedication without reservation to the public for public use; the streets, trails, rights-of-way, school site and any other public areas shown on the attached plat.

5. A positive reference and identification of the plat of such subdivision, date of plat and surveyor or engineer responsible for the survey.

☐ Title Report. An updated title report from a licensed title company or attorney listing the name of the property owner(s) and all liens, easements and judgments of record affecting the subject property shall be submitted within 15 days immediately prior to final review by the County Council.

☐ Condominium Subdivisions. In addition to the above submission requirements, applications for condominium subdivisions shall be subject to the applicable provisions of Title 57-8-1 et seq., of the Utah Code.

☐ Covenants, Conditions, and Restrictions. The proposed Covenants, Conditions, and Restrictions where the subdivider proposes to regulate land use or development standards in the subdivision.

☐ Application Fee. The processing/filing fee of $350.00 shall be paid in full.

☐ Posting. The Applicant shall post a sign, provided by the County, noticing the public hearing in a prominent and visible place within five (5) feet of each property line with street frontage on the land area proposed for a rezoning, subdivision amendments, or conditional use with a notice of the hearing at least 10 days prior to the hearing.

APPLICANT CERTIFICATION

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete and accurate to the best of my knowledge. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Grand County may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the Grand County Land Use Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. I also agree to allow the Staff, Planning Commission, County Council, or appointed agents of Grand County to enter the subject property to make any necessary inspections thereof.

Property Owner’s Signature: [Signature] Date: 1/31/19
3. A statement and express representation that the parties joining in such dedication are the sole owners of such tract of land.

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Property Owner's Signature: __________________________ Date: 2-16-19

Valerie P. Byrne 2-16-19
A REPLAT OF
LOTS 23A AND 24A,
WHITE HORSE SUBDIVISION
WITHIN SECTION 26, T26S, R22E, SLM
GRAND COUNTY, UTAH

LOT 23A
21,341 sq.ft.
0.50 acre

LOT 24A
21,873 sq.ft.
0.53 acre

R = 122.00'
L = 33.25'
D = 15°36'54"

CHD = N22°09'24"E
CHL = 33.15'

10.0' SETBACK
44.0' ROW
25' SETBACK

REMOVED 5-FOOT WITNESS CORNER
PLS# 190107-2201
EXISTING LOT LINE TO BE REMOVED WITH THIS PLAT
RECOVERED 2" ALUMINUM CAP MARKED PLS# 190107-220


LOT 23A
COMMENCING AT THE NORTH QUARTER (1/4) CORNER OF SECTION TWENTY-SIX (26), THENCE SOUTH 00°02'04" WEST A DISTANCE OF 1,323.03 FEET TO A POINT BEING THE NORTHWEST CORNER OF SAID WHITE HORSE SUBDIVISION, THENCE SOUTH 41°13'55" EAST, A DISTANCE OF 1173.95 FEET TO A POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF LIPIZZAN JUMP, A STREET IN SAID WHITE HORSE SUBDIVISION, ALSO BEING THE POINT OF BEGINNING:
THENCE THE FOLLOWING COURSES:
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THENCE SOUTH 00° 03' 49" WEST, A DISTANCE OF 60.10 FEET TO A POINT,
THENCE SOUTH 30° 45' 12" WEST, A DISTANCE OF 56.01 FEET TO A POINT,
THENCE NORTH 85° 17' 02" WEST, A DISTANCE OF 77.63 FEET TO A POINT,
THENCE SOUTH 54° 23' 27" WEST, A DISTANCE OF 52.85 FEET TO A POINT,
THENCE NORTH 88° 16' 51" WEST, A DISTANCE OF 66.85 FEET TO A POINT,
THENCE SOUTH 14° 20' 58" WEST, A DISTANCE OF 120.41 FEET ALONG SAID RIGHT-OF-WAY TO A POINT,
THENCE CONTINUING NORTHEAST ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 122.00 FEET, A LENGTH OF 33.25 FEET, A DELTA ANGLE OF 15° 36' 54" AND A CHORD THAT BEARS SOUTH 22° 09' 24" EAST, A DISTANCE OF 33.15 FEET TO A POINT,
THENCE NORTH 14° 20' 58" EAST ALONG SAID RIGHT-OF-WAY TO A POINT,
THAT BEING THE POINT OF BEGINNING.
CONTAINING 0.50 ACRES, MORE OR LESS.

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THENCE NORTH 14° 20' 58" EAST ALONG SAID RIGHT-OF-WAY TO A POINT,
THAT BEING THE POINT OF BEGINNING.
CONTAINING 0.53 ACRES, MORE OR LESS.
We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy. Our obligation under this commitment is limited by the following:

(1) The Provisions in Schedule A.
(2) The Requirements in Schedule B-I.
(3) The Exceptions in Schedule B-II.
(4) The Conditions on the inside cover page.

The Commitment is not valid without Schedule A and Sections I and II of Schedule B.
ALTA Commitment for Title Insurance 6-17-06 Revised (08-01-16)

COMMITMENT FOR TITLE INSURANCE ISSUED BY
FIRST AMERICAN TITLE COMPANY

NOTICE

IMPORTANT™ READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I Requirements; Schedule B, Part II Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE COMPANY, a Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Committee Conditions;
(d) Schedule A;
(e) Schedule B, Part I Requirements; and
(f) Schedule B, Part II Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   (i) comply with the Schedule B, Part I Requirements;
   (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
   (iii) acquire the Title or create the Mortgage covered by this Commitment.
(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
(f) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
First American Title  
File No.: 60,010-G AMENDMENT #1

(e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Transaction Identification Data for reference only:

<table>
<thead>
<tr>
<th>Issuing Agent:</th>
<th>South Eastern Utah Title Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuing Office:</td>
<td>150 East 100 North, Moab, Utah 84532</td>
</tr>
<tr>
<td>ALTA® Universal ID:</td>
<td>0002907</td>
</tr>
<tr>
<td>Loan ID Number:</td>
<td>60,010-G</td>
</tr>
<tr>
<td>Commitment Number:</td>
<td>60,010-G</td>
</tr>
<tr>
<td>Issuing Office File Number:</td>
<td>60,010-G</td>
</tr>
<tr>
<td>Property Address:</td>
<td>4230 E. Lipizzan Jump, Moab, Utah 84532</td>
</tr>
<tr>
<td>[Revision Number:]</td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE A

1. Effective Date: February 22, 2019 @ 8:00 A.M.

2. Policy (or Policies) to be issued: N/A

<table>
<thead>
<tr>
<th>Policy Amount</th>
<th>Policy Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$TBD</td>
<td>$TBD</td>
</tr>
</tbody>
</table>

3. Title to the fee simple estate or interest in the land is at the Effective Date vested in:

JAMES R. BYRNES and VALERIE P. BYRNES
as Trustees of
The BYRNES FAMILY TRUST, dated December 5, 2008

4. The land referred to in this Commitment is situated in the State of Utah, County of Grand and is described as follows:

LOT 24, WHITE HORSE SUBDIVISION, A PLANNED UNIT DEVELOPMENT WITHIN THE SW1/4NE1/4 SECTION 26, T26S, R22E, SLM, GRAND COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.
EXCEPTING therefrom all coal and other minerals, that have been previously reserved or transferred in prior documents.

Tax Parcel No: 02-0WHS-0024
Property Address: 4230 E. LIPIZZAN JUMP, MOAB, UTAH 84532
(Vacant land, per Grand County Tax Roll)

By: Jane Lancaster
Authorized Counter-signature
(This Schedule A valid only when Schedule B is attached)
SCHEDULE B, PART I
Requirements

All of the following Requirements must be met: N/A

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Release or Reconveyance of item #:

6. Other:
FIRST AMERICAN TITLE
FILE NO.: 60,010-G AMENDMENT #1

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I “Requirements” are met.

2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

3. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

5. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

7. Any lien or right to lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

NOTE: The above standard exceptions numbered 1 through 7 will not appear in any Extended Coverage Policy to be issued hereunder.
First American Title  
File No.: 60,010-G AMENDMENT #1

8. Taxes for the year 2019 are now accumulating not yet due. Taxes for 2018 are paid in the amount of $1,263.84  

Tax Parcel No: 02-0WHS-0024

9. Said land is located within the boundaries of Grand County and may be subject to taxes or assessments levied by said County/District.

10. Homeowner’s association and dues if any.

11. Any rights, title or interests in coal, oil, gas and minerals of any kind, together with any associated rights to mine or remove said minerals. The Title Company does not purport to disclose documents of record pertaining to the above referenced rights however, the following was found of record: Any claim, right, title or interest under the Reservation of coal and other minerals by the State of Utah, as disclosed in the Patent, recorded June 1, 1967 in Book 148 at page 116 as entry no. 316067. The Title Company has not verified the vested current owner of this severed interest.

12. Ditches, canals, easements, rights of way or fence lines that may be established upon said land.

13. Terms, conditions and provisions contained within that certain Right-Of-Way Easement recorded August 21, 2000 in Book 551 at page 281 as entry no. 451977 in favor of Spanish Valley Water and Sewer Improvements District.

14. Terms, conditions and provisions contained within that certain Right-Of-Way Easement recorded August 29, 2000 in Book 551 at page 549 as entry no. 452068 in favor of Spanish Valley Water and Sewer Improvements District.


16. Terms and conditions of a Grant of Easements executed by and between White Horse Development Company, LLC and Grand Water and Sewer Service Agency recorded October 1, 2008 in Book 738 at page 719 as entry no 488465.

17. Easements, notes, restrictions and other matters, as set forth on the recorded plat of said subdivision AND the Owners & Mortgagee’s Dedication recorded August 12, 2009 in Book 751 at page 150 as entry no 492339.
18. Terms, conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, recorded August 5, 2009 in Book 750 at page 944 as entry no. 492293 AND the Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded September 28, 2017 in Book 858 at page 488 as entry no. 525982, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

19. The Improvements Agreement, White Horse Subdivision, by and between the Grand County Council and White Horse Development Company, LLC, recorded August 5, 2009 in Book 750 at page 978 as entry no. 492294.


21. Terms and conditions as contained in the Driveway Easement executed by Kim Brandau in favor of AHST 43, LLC for a perpetual, exclusive easement 24 feet wide and 159.66 feet long along the southwest boundary of Lot 24 over, across, and through the flag portion of Lot 25-A, recorded April 18, 2018 in Book 867 at page 361 as entry no. 529239.

A judgment, federal tax lien, Utah State bankruptcy, and National SDN search was made in the following names.

Owners: JAMES R. BYRNES and VALERIE P. BYRNES as Trustees of The BYRNES FAMILY TRUST, dated December 5, 2008

TITLE INQUIRIES concerning this Commitment can be directed to: Leanne Blackmon/Title Agent ~ leanne@southeasttitle.com

EMAIL CLOSING DOCUMENTS TO: Deborah Brown/Escrow Agent ~ deborah@southeasttitle.com or Emily Lanter/Escrow Agent ~ emily@southeasttitle.com
First American Title
File No.: 60,010-G AMENDMENT #1

CHAIN OF TITLE
According to the Official Records, as of the Effective Date, the following documents conveying the land described herein within a period of 24 months prior to the date of this commitment are as follows:

A Warranty Deed wherein AHST 43, LLC conveys to James R. Byrnes and Valerie P. Byrnes As Trustees of the Byrnes Family Trust dated December 5, 2008, recorded July 11, 2018 in Book 870 at page 722 as entry no. 530300.

A Corrective Warranty Deed wherein White Horse Development, LLC conveys to AHST 43, LLC, recorded April 18, 2018 in Book 867 at page 360 as entry no. 529238.

A Warranty Deed wherein White Horse Development, LLC conveys to AHST 43, LLC, recorded January 19, 2018 in Book 863 at page 540 as entry no. 527885.
South Eastern Utah Title Company  
SERVING CARBON, EMERY, GRAND & SAN JUAN COUNTIES  
150 East 100 North, Moab, Utah 84532  
Phone: 435-259-7635 Fax: 435-259-7637  
Email closing docs to: deborah@southeasttitle.com or emily@southeasttitle.com

COMMITMENT FOR TITLE INSURANCE PREPARED FOR:

PROPERTY INFORMATION:

4242 E. LIPIZZAN JUMP, MOAB, UTAH 84532

<table>
<thead>
<tr>
<th>CLIENT</th>
<th>OWNERS</th>
</tr>
</thead>
</table>
| Lee Knowles  
(801)500-7336  
Email: knowles0618@msn.com | Owners:  
Bank of Utah as Custodian for:  
Leticia Knowles IRA  
Lee Knowles IRA |

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this commitment is limited by the following:

(1) The Provisions in Schedule A.  
(2) The Requirements in Schedule B-I.  
(3) The Exceptions in Schedule B-II.  
(4) The Conditions on the inside cover page.

The Commitment is not valid without Schedule A and Sections I and II of Schedule B.
First American Title
File No.: 60,009-G AMENDMENT #1
ALTA Commitment for Title Insurance 6-17-06 Revised (08-01-16)

COMMITMENT FOR TITLE INSURANCE ISSUED BY
FIRST AMERICAN TITLE COMPANY

NOTICE

IMPORTANT""""READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I Requirements; Schedule B, Part II Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE COMPANY, a Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS
(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.
First American Title
File No.: 60,009-G AMENDMENT #1

2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I Requirements; and
(f) Schedule B, Part II Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   (i) comply with the Schedule B, Part I Requirements;
   (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
   (iii) acquire the Title or create the Mortgage covered by this Commitment.
(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Transaction Identification Data for reference only:

<table>
<thead>
<tr>
<th>Issuing Agent:</th>
<th>South Eastern Utah Title Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuing Office:</td>
<td>150 East 100 North, Moab, Utah 84532</td>
</tr>
<tr>
<td>ALTA® Universal ID:</td>
<td>0002907</td>
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<tr>
<td>Loan ID Number:</td>
<td>60,009-G</td>
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<td>Commitment Number:</td>
<td>60,009-G</td>
</tr>
<tr>
<td>Issuing Office File Number:</td>
<td>60,009-G</td>
</tr>
<tr>
<td>Property Address:</td>
<td>4242 E. Lipizzan Jump, Moab, Utah 84532</td>
</tr>
</tbody>
</table>
| [Revision Number: |  ]
First American Title  
File No.: 60,009-G AMENDMENT #1  

SCHEDULE A  

1. Effective Date: February 22, 2019 @ 8:00 A.M.  

2. Policy (or Policies) to be issued: N/A  
   
   a. ALTA Eagle Owner's Policy  
      $TBD $TBD  
   
   b. ALTA Extended Loan Policy  
      $TBD $TBD  

3. Title to the fee simple estate or interest in the land is at the Effective Date vested in:  

   BANK OF UTAH, CUSTODIAN FOR BENEFIT OF LETICIA KNOWLES IRA  
   as to an undivided 60% interest  
   and  
   BANK OF UTAH, CUSTODIAN FOR BENEFIT OF LEE KNOWLES IRA  
   as to an undivided 40% interest  

4. The land referred to in this Commitment is situated in the State of Utah, County of Grand and is described as follows:  

   LOT 23, WHITE HORSE SUBDIVISION, A PLANNED UNIT DEVELOPMENT  
   WITHIN THE SW1/4NE1/4 SECTION 26, T26S, R22E, SLM, GRAND COUNTY,  
   UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.  

   EXCEPTING therefrom all coal and other minerals, that have been previously reserved or transferred in prior documents.  

Tax Parcel No: 02-0WHS-0023  
Property Address: 4242 E. LIPIZZAN JUMP, MOAB, UTAH 84532  
   (Residential, per Grand County Tax Roll)  

By: Jane Lancaster  
   Authorized Countersignature  
   (This Schedule A valid only when Schedule B is attached)
All of the following Requirements must be met: N/A

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Release or Reconveyance of item #:

6. Other:
THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I "Requirements" are met.

2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

3. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

5. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

7. Any lien or right to lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

NOTE: The above standard exceptions numbered 1 through 7 will not appear in any Extended Coverage Policy to be issued hereunder.
8. Taxes for the year 2019 are now accumulating not yet due. Taxes for 2018 were paid in the amount of $2,540.92.

Tax Parcel No.: 02-0WHS-0023

9. Claim, right, title or interest to water or water rights whether or not shown by the public records.

10. Said land is located within the boundaries of Grand County and may be subject to taxes or assessments levied by said County/District.

11. Homeowner's association and dues if any.

12. Any rights, title or interests in coal, oil, gas and minerals of any kind, together with any associated rights to mine or remove said minerals. The Title Company does not purport to disclose documents of record pertaining to the above referenced rights however, the following was found of record: Any claim, right, title or interest under the Reservation of Coal and other minerals by the State of Utah as disclosed in the Patent recorded June 15, 1967 in Book 148 at page 116 as entry no. 316067. The Title Company has not verified the vested current owner of this severed interest.

13. Ditches, canals, easements, rights of way or fence lines that may be established upon said land.

14. Terms, conditions and provisions contained within that certain Right-Of-Way Easement recorded August 21, 2000 in Book 551 at page 281 as entry no. 451977 in favor of Spanish Valley Water and Sewer Improvements District.

15. Terms, conditions and provisions contained within that certain Right-Of-Way Easement recorded August 29, 2000 in Book 551 at page 549 as entry no. 452068 in favor of Spanish Valley Water and Sewer Improvements District.


17. Terms and conditions of a Grant of Easements executed by and between White Horse Development Company, LLC and Grand Water and Sewer Service Agency recorded October 1, 2008 in Book 738 at page 719 as entry no 488465.

18. Easements, notes, restrictions and other matters, as set forth on the recorded plat of said subdivision AND the Owners & Mortgagee's Dedication recorded August 12, 2009 in Book 751 at page 150 as entry no 492339.
First American Title
File No.: 60,009-G AMENDMENT #1

19. Terms, conditions and restrictions contained in the Protective Covenants recorded August 5, 2009 in Book 750 at page 944-977 as entry no. 492293, AND Amended and Restated Declaration of Covenants, Conditions, and Restrictions, recorded September 28, 2017 in Book 858 at page 488 as entry no. 525982, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

20. The Improvements Agreement, White Horse Subdivision, by and between the Grand County Council and White Horse Development Company, LLC, recorded August 5, 2009 in Book 750 at page 978 as entry no. 492294.

21. Terms and conditions as contained in the Bylaws of White Horse Homeowners Associations, Inc., recorded September 7, 2017 in Book 857 at page 848 as entry no. 525841.

A judgment, federal tax lien, Utah State bankruptcy, and National SDN search was made in the following names.

Owners: BANK OF UTAH, CUSTODIAN FOR BENEFIT OF LETICIA KNOWLES IRA
and
BANK OF UTAH, CUSTODIAN FOR BENEFIT OF LEE KNOWLES IRA

TITLE INQUIRIES concerning this Commitment can be directed to:
Leanne Blackmon/Title Agent ~ leanne@southeasttitle.com

EMAIL CLOSING DOCUMENTS TO:
Deborah Brown/Escrow Agent ~ deborah@southeasttitle.com
or Emily Lanter/Escrow Agent ~ emily@southeasttitle.com

CHAIN OF TITLE
According to the Official Records, as of the Effective Date, the following documents conveying the land described herein within a period of 24 months prior to the date of this commitment are as follows:

A Warranty Deed wherein Bank of Utah, Custodian for the D. Lee Knowles Self-Directed IRA conveys to Bank of Utah, Custodian for benefit of Leticia Knowles IRA as to an undivided 60% interest and Bank of Utah, Custodian for benefit of Lee Knowles IRA as to an undivided 40% interest, recorded January 15, 2019 in Book 878 at page 735 as entry No. 533273.

A Warranty Deed wherein White Horse Development Company, LLC conveys to Bank of Utah, Custodian for the D. Lee Knowles Self-Directed IRA, recorded February 2, 2017 in Book 848 at page 686 as entry no. 522676.
### Agenda Summary

**GRAND COUNTY COUNCIL**

**April 2, 2019**

**AGENDA ITEM: P**

<table>
<thead>
<tr>
<th><strong>TITLE:</strong></th>
<th>Adopting proposed resolution approving amendments on a Replat for Phases II &amp; IV of Sorrel River Ranch, located at Mile Marker 17 Highway 128</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FISCAL IMPACT:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>PRESENTER(S):</strong></td>
<td>Community and Economic Development Staff</td>
</tr>
</tbody>
</table>

### STATED MOTION:

Move to adopt the proposed resolution approving amendments on a Replat for Phases II & IV of Sorrel River Ranch, located at Mile Marker 17 Highway 128, and authorize the Chair to sign all associated documents.

### STAFF RECOMMENDATION:

Review and consider application materials provided related to the proposed Sorrel River Ranch Phases II & IV Amendment (Replat). Staff recommends the County Council approve with the following.

### BACKGROUND:

Property owner is seeking to replat (plat amendment) of Lot 14-2-B of Phase IV and Parcel C of Phase II. The goal of this request is to facilitate new development (adventure center and employee housing) in areas not designated for such uses on previously approved plats. The owner *is not* requesting any net change in the acreage associated with open space or developable acreage. The request is associated with the locations of such acreage within the PUD.

### ATTACHMENT(S):

- Draft Resolution
- Application
- Plat
RESOLUTION ______ 2019

RESOLUTION OF THE GRAND COUNTY COUNCIL
APPROVING SORREL RIVER RANCH PHASE II & IV AMENDED 2

WHEREAS, SRR Partners LLC (hereinafter referred to as "Applicant"), submitted an application for the replat of Sorrel River Ranch a Planned Unit Development (PUD) Lots 14-B of Phase IV and Parcel C of Phase II, a parcel of land in the SE ¼ S W1/4 Section 20, T 24 S, R 23 E, SLM, Grand County, Utah more specifically described as follows:

BEGINNING AT THE SW CORNER OF THE SE1/4SW1/4 SECTION 20, TOWNSHIP 24 SOUTH, RANGE 23 EAST SALT LAKE BASE AND MERIDIAN, AND PROCEEDING THENCE NORTH 00°03'00" EAST 1320.18 FEET TO THE NW CORNER OF THE SE1/4SW1/4 SAID SECTION 20; THENCE NORTH 89°53'00" WEST 686.45 FEET; THENCE NORTH 13°20'00" EAST 73.60 FEET; THENCE NORTH 14°52'00" EAST 72.00 FEET; THENCE NORTH 17°05'00" EAST 70.10 FEET; THENCE NORTH 24°04'00" EAST 184.20 FEET; THENCE NORTH 19°01'00" EAST 66.90 FEET; THENCE NORTH 34°21'00" EAST 53.80 FEET; THENCE NORTH 28°36'00" EAST 184.30 FEET; THENCE NORTH 45°34'00" EAST 76.60 FEET; THENCE NORTH 34°00'00" EAST 158.70 FEET; THENCE NORTH 46°14'00" EAST 55.80 FEET; THENCE NORTH 50°34'00" EAST 141.20 FEET; THENCE NORTH 47°53'00" EAST 129.00 FEET; THENCE NORTH 50°24'00" EAST 112.70 FEET; THENCE NORTH 56°40'00" EAST 59.10 FEET; THENCE NORTH 55°20'00" EAST 73.00 FEET; THENCE NORTH 69°37'00" EAST 56.10 FEET; THENCE NORTH 63°41'00" EAST 66.60 FEET; THENCE NORTH 86°18'00" EAST 190.80 FEET; THENCE SOUTH 46°45'00" EAST 242.50 FEET; THENCE SOUTH 56°29'00" EAST 61.40 FEET; THENCE SOUTH 69°04'00" EAST 159.90 FEET; THENCE SOUTH 89°47'00" EAST 86.90 FEET; THENCE SOUTH 83°19'00" EAST 143.50 FEET; THENCE SOUTH 83°09'00" EAST 59.60 FEET; THENCE SOUTH 85°45'00" EAST 284.60 FEET; THENCE SOUTH 181.20 FEET; THENCE NORTH 89°00'00" EAST 120.00 FEET; THENCE NORTH 188.00 FEET; THENCE NORTH 85°45'00" EAST 82.00 FEET; THENCE NORTH 74°59'00" EAST 83.10 FEET; THENCE SOUTH 17°02'00" EAST 207.70 FEET; THENCE NORTH 69°44'00" EAST 120.20 FEET; THENCE NORTH 17°02'00" WEST 196.70 FEET; THENCE NORTH 74°59'00" EAST 140.60 FEET; THENCE SOUTH 20°16'00" EAST 218.50 FEET; THENCE SOUTH 69°44'00" WEST 271.30 FEET; THENCE SOUTH 20°16'00" EAST 18.20 FEET; THENCE NORTH 88°46'00" EAST 855.60 FEET; THENCE SOUTH 00°02'00" WEST 1000.40 FEET; THENCE NORTH 52°54'00" WEST 316.70 FEET; THENCE SOUTH 50°09'00" WEST 463.20 FEET; THENCE SOUTH 88°54'00" WEST 110.70 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 66.80 FEET, TO THE LEFT WITH AN ARC LENGTH OF 62.23 FEET, (A CHORD BEARING OF NORTH 05°30'00" WEST 60.0 FEET); THENCE NORTH 32°12'00" WEST 46.00 FEET; THENCE SOUTH 53°46'00" WEST 45.10 FEET; THENCE SOUTH 32°12'00" EAST 43.90 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 21.70 FEET, TO THE RIGHT WITH AN ARC LENGTH OF 40.38 FEET, (A CHORD BEARING OF SOUTH 20°53'00" WEST 34.80 FEET); THENCE SOUTH 73°59'00" WEST 92.40 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 223.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 222.63 FEET, (A CHORD BEARING OF SOUTH 45°22'00" WEST 213.50 FEET); THENCE SOUTH 16°46'00" WEST 135.00 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 171.40 FEET, TO THE LEFT WITH AN ARC LENGTH OF 152.04 FEET, (A CHORD BEARING OF SOUTH 08°39'00" EAST 147.10 FEET); THENCE SOUTH 1649'00" EAST 136.70 FEET; THENCE NORTH 54°16'00" WEST 192.40 FEET THENCE SOUTH 51°07'00" WEST 332.10 FEET; THENCE SOUTH 355.80 FEET; THENCE NORTH 89°53'00" WEST 1232.70 FEET TO THE POINT OF BEGINNING.

WHEREAS, Sorrel River Ranch is a Planned Unit Development (RG-PUD) as defined in the Land Use Code;

WHEREAS, the applicant seeks to replat Lots 14-B of Phase IV and Parcel C of Phase II, of Sorrel River Ranch a PUD, subject to all requirements of Section 9.9.1 Replat of the Grand County Land Use code;
WHEREAS, Sorrel River Ranch, PUD is a fully built-out subdivision and does not propose or require additional infrastructure;

WHEREAS, the application is being processed in accordance with the requirements of the Land Use Code Section 9.9 and does not remove any covenants or restrictions nor increase the number of lots;

WHEREAS, the application meets the final plat requirements found in the Land Use Code Section 9.5;

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the subject application in a public meeting on April 9, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Grand County Council that it does hereby approve an application for the replat of Sorrel River Ranch a Planned Unit Development (PUD) Lots 14-B of Phase IV and Parcel C of Phase II as submitted.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 2nd day of April 2019, by the following vote:

Those voting aye: ______________________________

Those voting nay: ______________________________

Those abstaining: ______________________________

Those absent: ______________________________

ATTEST

Chris Baird, Clerk/Auditor

Evan Clapper, Chair

Grand County Council
SUPDIVISION PLAT AMENDMENT
REPLAT APPLICATION

Grand County Courthouse: 125 E. Center St. Moab, UT 84532; Phone: (435)259-1343

FOR OFFICE USE ONLY
Date of Submittal: __________
Replat Processing Fees: $350.00
Submittal Received by: _______ Amount Paid: _______ Fees Received by: ____________

CONTACT INFORMATION
Property owner: Elizabeth Road
Address: ____________________
Phone: ______________________ cell: ___________ fax: __________________
Email address: ______________________

Engineer: ____________________
Address: ____________________ cell: ___________ fax: __________________
Phone: ______________________
Email address: ______________________

Surveyor: Red Desert Land Surveying
Address: 30 South 100 E #2, Moab, UT 84532
Phone: ___________ cell: 435.260.0104 fax: __________________
Email address: lucas@reddesert survey.com

Property owner representative: Lucas Blake
Address: ____________________
Phone: ______________________ cell: ___________ fax: __________________
Email address: ______________________

PROJECT INFORMATION
Project name: Sootel River Ranch Phase II & IV Amendment
General location of the property: mile marker 17, Highway 128 - Moab, UT 84532
Size of the subject property: ___ ___ acres Number of lots: ___ ___ affects ________
Surrounding land uses: ___ ___
Current Zoning: ___ ___ district

REQUIRED SIGNATURES (or attach letter of approval by the agency)

2014 PAGE 1
REQUIRED SIGNATURES (or attach letter of approval by the agency)
Agency will review for ability to serve the lots and adequate existing and future easements.
- Moab Valley Fire Department
- Grand County Road Supervisor
- Grand Water and Sewer Service Agency
- Rocky Mountain Power
- FEMA Floodplain Admin (provide site map)

SUPPORTING MATERIALS
Replat applications shall contain, at a minimum, the following supporting materials through the approval process according to the following submittal schedule:

1. **APPLICATION SUBMISSION.** A complete set (with the exception of the title report and fee) of all supporting materials shall be submitted with this application. These complete sets should include two large (24" x 36") and two small (11" x 17") sets of all plans.

2. **PRIOR TO MEETINGS.** After review and approval of the Community Development Department revised sets plans shall be submitted prior to the application being placed on a Planning Commission and/or County Council meetings. An electronic set of plans shall be sent to the Community Development Department.

3. **POST COUNCIL MEETING.** A non-erasable Mylar copy suitable for recording, a digital copy, and two sets of both large and small corrected plats that comply with the County Council's approval.

☐ Subdivision Amendment (Replat). A replat that removes any covenants or restrictions or increase the number of lots shall be subject to all the requirements of the LUC regarding preliminary plats and final plats. A plat prepared at a scale of not less than one (1) inch equals one hundred (100) feet, with all dimensions shown in feet and decimals thereof will be required for final approval prior to recordation. Plats of large areas may be prepared on multiple, serially numbered sheets with match lines and an index map, with vicinity and index maps appearing on the first of the serially numbered sheets. Replats must show trails, roads, sidewalks and other public as well as private facilities. All roads, trails, and paths shall be in compliance with County standard cross sections. The replat submission must conform in all major respects to the Preliminary Plat and Final Plat as previously reviewed and approved by the Planning Commission and County Council as applicable. Post meeting replat submissions for recordation shall include all information listed below, delineated in permanent ink on mylar for recordation and submitted in an electronic format:

- **Title Block & Location.** A title block showing the name of the proposed subdivision and its location by quarter-quarter section, section, township, range, principal meridian, City, county, and state;
- **Direction, Scale, and Title.** A north point, both graphic and written scales, and a title shall be placed on the plat;
- **Vicinity Map.** A vicinity map that locates the proposed subdivision within its Township and the Section, shows major roads and watercourses adjacent to or near the subdivision, and shows the boundaries of and recorded names of adjacent or nearby subdivisions and lots;
- **Control Points.** The point of beginning for the survey, which shall be tied to a section or quarter-section corner, and the location and a description of all existing monuments found during the course of the survey and the total area of the subdivision in acres;
- **Boundary Lines and Bearings.** Tract boundary line sufficient to locate the exact area proposed for subdivision, rights-of-way lines of streets, easements and other rights-of-way, and property lines of...
**AGENDA SUMMARY**

**GRAND COUNTY COUNCIL MEETING**

**TUESDAY, APRIL 02, 2019**

**Agenda Item:** Q

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Approving a Single Event Permit (Local Consent) and Application for Retail Beer License for the annual Canyonlands PRCA Rodeo.</th>
</tr>
</thead>
<tbody>
<tr>
<td>FISCAL IMPACT:</td>
<td>None.</td>
</tr>
<tr>
<td>PRESENTER(S):</td>
<td>Danette Johnson / Krista Wilson</td>
</tr>
</tbody>
</table>

**Prepared By:**
Danette Johnson
Canyonlands PRCA Rodeo Club
(435) 260-0130
danetteinmoab@aol.com

**RECOMMENDATION:**
I move to approve the Single Event Permit and the Application for Retail Beer License for the Canyonlands PRCA Rodeo, Old Spanish Trail Arena, May 31st, June 01st and June 02nd, 2019 and authorize the Chair to sign all associated documents.

**BACKGROUND:**
Annual PRCA Rodeo Event.

**ATTACHMENT(S):**
For signature of Chair:
Single Event Permit – Local Consent
Application for Retail Beer License (signed by Sanitarian & Grand County Sheriff)
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_________ Canyonlands PRCA Rodeo Club_________

Address_________ P.O. Box 1105 Moab, UT 84532_________

Nature of Business_________ Annual PRCA Rodeo Event_________

Address of Business_________ 3641 South Hwy 191 - Old Spanish Trail Arena_________

Hereby applies for a license to vend light beer at retail for and on behalf of ________ Canyonlands PRCA Rodeo Club_________

whose ________ partners ________ officers and ________ directors ________ are as follows: ________ Kirk Pearson_________

Angela Book Krista Wilson Greg Poor_________

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 ________ 3641 S. Hwy 191 - Old Spanish Trail Arena_________

in ________ Moab ________ Utah, for a term of ________ months, commencing the ________ 31st day of ________ May ________, 2019, and ending the ________ 02nd day of ________ June ________, 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 ________ 12th day of ________ March ________, 2019_________

Krista Wilson_________

APPROVED BY GRAND COUNTY COUNCIL

Date ________ 3/19/19 ________ Sanitarian_________

Date ________ 3/19/19 ________ Grand County Sheriff_________

Date ________ Council Chair_________
SINGLE EVENT PERMIT
Local Consent

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

AUTHORITY: Utah Code 32B-9-201

[Signature]
Local business license authority

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

Applicant Entity/Organization: Canyonlands PRCA Rodeo Club

Event Name: PRCA Rodeo

Event location address: 3641 S. Hwy 191-05TA, Moab, UT 84532

On the 31st - 2nd day(s) of May - June, 2019
during the hours of 8am - 11pm, pursuant to the provision of Utah Code 32B-9.

We recommend this entity as conducting a civic or community enterprise* [ ] Yes [ ] No
[ ] Not providing a recommendation

*As Part of local consent required by 32B-9-201(1)(c), the locality may provide a recommendation as to whether the entity is conducting a civic or community enterprise. A civic or community enterprise means a function that is in the nature of a temporary special event such as a social, business, religious, political, governmental, educational, recreational, cultural, charitable, athletic, theatrical, scholastic, artistic, or scientific event. A "civic or community enterprise" generally is a gathering that brings members of a community together for the common good. Single event permits may not be issued to or obtained by an entity or organization for the purpose of avoiding or attempting to avoid the requirement of state retail alcohol licensing.

Authorized Signature

________________________  __________________________
Name/Title Date

This is a suggested format. A locally produced city, town, or county form is acceptable.

AS OF SEPTEMBER 1, 2015, LOCAL CONSENT MUST BE SUBMITTED TO THE DABC BY THE APPLICANT.
<table>
<thead>
<tr>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
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**April 2019**

- **Monday, April 1, 2019**
  - 9:00 AM EMS SSD (EMS Training Center)
  - 3:00 PM Transit Authority Meeting (City Conference Room)
  - 5:30 PM Mosquito Abatement District (District Office)
- **Tuesday, April 2, 2019**
  - 12:00 PM Joint County Council & PC workshop on moratorium (Chambers)
  - 2:00 PM Joint County Council & EMSSSD Workshop and tour of EMS Facilities
  - 4:00 PM County Council Meeting (Chambers)
- **Wednesday, April 3, 2019**
  - 11:00 AM Housing Task Force (Library)
  - 1:00 PM BLM/Grand County Coordination Mtg (Moab Field Office)
  - 5:30 PM CHCSSD (Hospital)
- **Thursday, April 4, 2019**
  - 1:30 PM UDOT Annual visit (Chambers)
- **Friday, April 5, 2019**
  - 11:00 AM Housing Task Force (Library)
  - 5:00 PM Planning Commission (Grand Center)
- **Saturday, April 6, 2019**
  - 10:00 AM Change of Gov’t - Study Committee Mtg

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**Grand County Audit - Chambers**

- 3:00 PM Moab Tailings Project Steering Committee (Library)
- 5:00 PM Planning Commission (Grand Center)
- 8:30 AM Chamber of Commerce (Zions Bank)
- 9:00 AM Canyon Country Partnership (CCP) (Dead Horse Point)
- 1:00 PM SEUALG (Price)

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**May 2019**

- 1:00 PM UDOT Annual visit (Chambers)
- 11:00 AM Housing Task Force (Library)
- 5:00 PM Planning Commission (Grand Center)
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<td>5:30PM CHCSSD (Hospital)</td>
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<td>4:00PM EMS SSD (EMS Training Center)</td>
<td>4:00PM Noxious Weed Control (Grand Center)</td>
<td>5:00PM Airport Board Meeting (Chambers)</td>
<td>5:30PM Mosquito Abatement District (District Office)</td>
<td>4:00PM EMS SSD (EMS Training Center)</td>
<td>11:00AM EMS SSD (EMS Training Center)</td>
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<td>4:00PM County Council Meeting (Chambers)</td>
<td>1:00PM Homeless Coordinating Committee Meeting (Zions Bank)</td>
<td>5:30PM Library Board Meeting (Library)</td>
<td>7:00PM Thompson Water District Board (Thompson Fire Station)</td>
<td>10:00AM Historical Preservation Commission Meeting (Chambers)</td>
<td>12:00PM Change of Gov’t - Study Committee Mtg</td>
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<td>26</td>
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Employment Opportunities

**GCSO Corrections Officer**  
Posted August 1, 2017 8:00 AM | Closes April 30, 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 April 30, 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-Communications/Dispatch**  
Posted January 26, 2018 8:00 AM | Closes April 30, 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

### County Board, Commission and Committee

<table>
<thead>
<tr>
<th>Committee/Board</th>
<th>Vacancies</th>
<th>Term Expiration</th>
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<tbody>
<tr>
<td>Budget Advisory Board</td>
<td>1</td>
<td>12/31/2020</td>
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<tr>
<td>Historical Preservation Commission (May reside in Grand, Emery or San Juan County; Must have a demonstrated interest or knowledge in historical preservation)</td>
<td>1</td>
<td>12/31/2022</td>
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<tr>
<td>Housing Authority of Southeastern Utah (may reside in Grand or San Juan County)</td>
<td>1</td>
<td>12/31/2023</td>
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### District Board

<table>
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<tr>
<th>District/Service</th>
<th>Vacancies</th>
<th>Term Expiration</th>
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<tbody>
<tr>
<td>Arches Special Service District (Must reside within the District)</td>
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<td>12/31/2022</td>
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<tr>
<td>Recreation Special Service District (must reside in unincorporated Grand County)</td>
<td>1</td>
<td>12/31/2019</td>
</tr>
<tr>
<td>Transportation Special Service District</td>
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<td>12/31/2022</td>
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</table>

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 make 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.
<table>
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<tr>
<th>Date</th>
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<tbody>
<tr>
<td>APRIL</td>
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<tr>
<td>5-6</td>
<td>Fallen Peace Officers</td>
<td>pending</td>
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<tr>
<td>12-21</td>
<td>Easter Jeep Safari</td>
<td>exempt</td>
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<tr>
<td>19</td>
<td>Operation Underground Railroad</td>
<td>new</td>
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<tr>
<td>27</td>
<td>AMASA</td>
<td>pending</td>
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<tr>
<td>19-21</td>
<td>Adventure RABBI Passover</td>
<td>permitted</td>
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<tr>
<td>April 26-May 5</td>
<td>Building Man</td>
<td>pending</td>
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<tr>
<td>MAY</td>
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<tr>
<td>14-18</td>
<td>Rally on the Rocks</td>
<td>Pending</td>
</tr>
<tr>
<td>Bid Title:</td>
<td>Request for Bids - Construction of 8 light pole bases &amp; electrical connection</td>
<td></td>
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<td>--------------------</td>
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<tr>
<td>Category:</td>
<td>Old Spanish Trail Arena Recreation Complex</td>
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<td>Status:</td>
<td>Open</td>
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</table>

**Description:**

Grand County is requesting itemized sealed bids for the construction of 8 light pole bases and a bid for the electrical connection and installation of the light poles as separate bids all for the proposed street lighting at the Old Spanish Trail Arena. Bids are due Thursday day April 11th at 3:00 P.M. No faxes or email bids will be accepted. Grand County reserves the right to reject any and all bids, to waive the informality of any bid, and to select the bid which provides the best product and services to Grand County.

**Publication Date/Time:**
3/21/2019 8:00 AM

**Closing Date/Time:**
4/11/2019 3:00 PM

**Contact Person:**
Angie Book, 435-259-1311, abook@grandcountyutah.net
Steve Swift, 435-259-6226, sswift@grandcountyutah.net

**Qualifications:**
See related documents.

**Special Requirements:**
See related documents.

**Miscellaneous:**
See related documents.

**Related Documents:**
RFB- OSTA street lighting

[Return To Main Bid Postings Page]
Sealed bids will be received at Grand County Clerk’s office until 3:00 p.m. on April 15, 2019 at which time and place all bids will be publicly opened and read for the purchase of the following equipment to be used by Grand County.

One (1) 2016 John Deere 310 SL Backhoe.

Specifications are available at the Grand County Clerk’s office 125 East Center Street Moab, Utah. For information call (435) 259 5308.

DEADLINE FOR ALL BIDS is April 15, 2019 at 3:00p.m. Grand County reserves the right to reject any and all bids, to waive informally any bid which in the opinion of Grand County Council shall best serve the interest of Grand County. Send bids to Grand County Clerk/Auditor 125 East Center Street Moab, Utah 84532. Clearly marked on the outside of the envelope/ “Road Department Backhoe Bids”/
Description:

To provide a July 4th fireworks display with full services, including, but not limited to all costs, expenses, materials, delivery, set up, staging, permitting, property use approvals, clean-up and interfacing with appropriate authorities including the Fire Department. Weather permitting, these services shall be provided on July 4th, 2019 at or near dark. Grand County has budgeted $27,000 for this event and the total cost for this event shall not exceed that amount.

The fireworks display shall consist of at least an 18 minute continuous period of assorted firework shells, false finale, and grand finale.

It is the intent of this Request for Proposals (RFP) to set forth the minimum acceptable requirements for responses to this request.

If, on July 4, weather conditions (such as wind, hail, or rain) exist that are not conducive to a safe fireworks display, then these services shall be provided on an agreed upon rain date.

There is a possibility of a multi-year contract.

**RFP QUESTIONS & SUBMITTALS:**

Chris Baird, Clerk/Auditor
Clerk’s Office
125 East Center Street
Moab, UT 84532
(435) 259-1322; cbaird@grandcountyutah.net

**SCOPE OF SERVICE QUESTIONS:**

Ruth Dillon, Council Administrator
125 East Center Street
Moab, UT
(435) 259-1347; rdillon@grandcountyutah.net

**Publication Date/Time:**
3/16/2019 8:00 AM

**Closing Date/Time:**
4/19/2019 4:00 PM
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<tr>
<th>GOALS-Jaylyn Hawks</th>
<th>ACTION STEPS (DELIVERABLE DETAILS)</th>
<th>ACCOUNTABILITY</th>
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</thead>
</table>
| **Maintain Positive Fund Balance** | • Increase Property Tax  
• Work with City for “Fair Share” formula  
• Work with Department Heads to formalize economy measures and encouraging savings of time and resources  
• Work with Treasurer and Auditor Offices to project budget needs that anticipate operating expenses and capital improvement expenses (see “Capital Needs and Priorities Master List” below)  
• Manage TRT and TRCC taxes to offset General Fund Operations obligations-excesses to go to General Fund Reserve whenever possible. Work with Budget Advisory Board and Tourism Tax Advisory Board | * Council  
* Council  
* Council Admin & Council  
* Baird, Kauffman and Council  
*Baird and Council  
* Baird, Boards and Council | 12/31/20 — 01/01/2019  
12/01/2018  
12/01/2018  
01/01/2019  
04/01/2019  
12/31/2018 | 12/31/20 — 07/01/2019  
03/01/2019  
12/31/2018  
04/01/2019  
12/31/2018 |
<p>| <strong>Conduct a Compensation /Position Needs Analysis and Methodology Study to create Policies and Procedures for County Personnel that can be instituted as Policy</strong> | • Conduct a market-based compensation study using methodology based on vetted market data and statistical regression based on “job values”. Once in place evaluate effectiveness and review every twelve months. | * Baird | 11/01/2018 | Yr. 1-10/31/2018 Thereafter 12/31/20-- |
| <strong>Develop strategy for increasing office space current deficit and future needs.</strong> | • Analyze current space deficits and inventory five-year plan future needs. Final report should include visual presentation for prospective contractor, | *Council Administ. | 11/01/2018 | 03/01/2019 |</p>
<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Responsible</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create Budget Flow Chart for timeline for Budget process from beginning to completion</td>
<td>Timeline chart showing budget process deadlines and expectations from inception to completion.</td>
<td>*Kauffman</td>
<td>11/01/2018</td>
<td>01/01/2019</td>
</tr>
<tr>
<td>Develop strategy for Internal Audit process</td>
<td>Create document showing schedule of audits, responsible auditing parties, target of audit and method of presentation.</td>
<td>*Kauffman</td>
<td>11/01/2018</td>
<td>01/02/2019</td>
</tr>
<tr>
<td>Develop Purchasing Policy</td>
<td>Create an updated purchasing policy with a threshold for competitive bidding.</td>
<td>*Baird</td>
<td>11/01/2019</td>
<td>02/01/2019</td>
</tr>
<tr>
<td>Assess and Analyze current and future projected values as well as potential uses for publicly-owned property</td>
<td>Determine current and future value numbers by 03/31/2019. Investigate possible uses by 07/01/2019</td>
<td>*Wells, Morse</td>
<td>11/01/2018</td>
<td>07/01/2019</td>
</tr>
<tr>
<td>Conduct Efficiency Study with City of Moab to eliminate duplication of services</td>
<td>Outline Objectives for Study. Announce the Request For Proposal (RFP), Select consultant. Direct Department Heads to participate as needed. The RFP to included forecasted space needs, staffing and inter-local efficiencies. This should include the consolidation of a list of all the current interlocal agreements held between Grand County and the City of Moab and Grand County and San Juan County in hard copy and indexed.</td>
<td>*County Council, *City Council, *San Juan County, *Council Administrators, *Dept. Heads, *Elected Officials</td>
<td>01/01/2019</td>
<td>12/31/2019</td>
</tr>
<tr>
<td>Develop Public Park Plan</td>
<td>Outline Objectives for Study. Announce the Request For Proposal (RFP), to include evaluation of staffing, equipment and associated costs. Select consultant.</td>
<td>*CED, *Planning Commission</td>
<td>07/01/2019</td>
<td>07/01/2020</td>
</tr>
<tr>
<td>Task</td>
<td>Details</td>
<td>Responsible Party</td>
<td>Start Date</td>
<td>End Date</td>
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<tr>
<td>-------------------------------------------------------------</td>
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</tr>
<tr>
<td>Update Transportation Plan</td>
<td>Create updated Plan including an implementation budget and timeline. Include traffic study as needed.</td>
<td>*Road Supervisor</td>
<td>11/01/2018</td>
<td>09/01/2019</td>
</tr>
<tr>
<td>Monitor The Affordable Housing Plan</td>
<td>The Community and Economic Development (CED) Department currently working through Housing Plan with partners; Housing Task Force Planning Commission/ Councils (City and County), Land Trust, Housing Authority. CED to monitor current plans in place. CED to provide County Council a comprehensive flow chart of all projects in place, all projects proposed with the attendant responsible entities thereto by 02/01/2019.</td>
<td>*CED Department *County Council</td>
<td>11/01/2018</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Develop strategy for matching monies for projects</td>
<td>Use “Consolidated capital needs &amp; priorities master list” to develop a capital budget for forecasted matching monies</td>
<td>*Baird and BAC</td>
<td>06/01/2019</td>
<td>09/01/2019</td>
</tr>
<tr>
<td>GOALS-Mary McGann</td>
<td>ACTION STEPS (DELIVERABLE DETAILS)</td>
<td>ACCOUNTABILITY</td>
<td>START</td>
<td>DEADLINE</td>
</tr>
<tr>
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</tr>
</tbody>
</table>
| Future Airport Planning | • Three Year Plan  
• Acquisition of Approximately 50 Acres of BLM land  
• Re-Routing Blue Hills Road  
• Rehabilitation of Taxiway  
• Expansion of Aircraft Parking | Council  
Airport Director | 01/01/19 | 12/31/21 |
| Implementation of Drainage Plan | • Prioritize list of necessary improvement projects  
• Get Cost estimates for each project  
• Determine County Funding possibilities and Matching Fund possibilities | Council  
CED Director  
Roads Supervisor | 01/01/19 | 06/30/19 |
| Targeted Updates of the General Plan | • Affordable Housing  
• Economic Development Strategy and Plan  
• Recreation and Parks Plan (Parks and Open Space)  
• Infra-Structure Plan (including)  
  a. Capital Facilities Plan  
  b. Transportation Plan | Council  
CED Director | 01/19/19 | 06/30/19 |
<table>
<thead>
<tr>
<th>Developed strategy for and evaluation of benefits of collaborating on Land Use Codes with the City</th>
<th>The County Council Chair, Vice Chair, Administrator and CED Director should initiate/host/request a scoping meeting with the Mayor, City Manager and Planning Director to determine if and when it makes sense to commit additional resources to this effort.</th>
<th>County Council Chair/Vice-chair, with support from CED Director</th>
<th>05/01/19</th>
<th>08/01/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>USU support for origination of a new campus (programming, curriculum, fundraising)</td>
<td>Provide our (appropriate) share of support as per MOU dated ______________ to put infrastructure in place.</td>
<td>Council liaison to USU-Moab</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Identifying points of current legislation-lobbying strategy and UAC</td>
<td>Support of legislation to address TRT reform and affordable housing. Council Members identify UAC Legislative Committees to be active with. Legislative origination: Council Members and staff to identify and communicate opportunities for legislation to address issue(s) in our county</td>
<td>County Council</td>
<td>01/07/19</td>
<td>12/31/19</td>
</tr>
<tr>
<td>GOALS—Curtis Wells</td>
<td>ACTION STEPS (DELIVERABLE DETAILS)</td>
<td>Accountability</td>
<td>START</td>
<td>DEADLINE</td>
</tr>
<tr>
<td>---------------------</td>
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</tr>
<tr>
<td>Develop positive relationship with San Juan County</td>
<td>• Meet with San Juan County Council members to discuss interfacing to understand their concerns and desires for development south of Moab</td>
<td>* Council</td>
<td>2/15/2019</td>
<td>5/1/2019</td>
</tr>
<tr>
<td>Monitor SCIC Activity</td>
<td></td>
<td></td>
<td>2/15/2019</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Work with Emery and Carbon Counties-finalize operating agreement with S.E. Utah Health Dept.</td>
<td>• Meet with Emery and Carbon County and negotiate the agreement</td>
<td>Council</td>
<td>2/15/2019</td>
<td>5/1/2019</td>
</tr>
<tr>
<td>Develop relationship with Sen. Romney for support of Air Service and UMTRA projects</td>
<td>• Meet directly with Sen. Romney and solicit his help and support</td>
<td>Council</td>
<td>2/15/2019</td>
<td>6/1/2019</td>
</tr>
<tr>
<td>Work with Arches and Canyonlands Parks Superintendents to help alleviate congestion</td>
<td>• Meet with and explore needs and solutions to problems</td>
<td>Council</td>
<td>2/15/2019</td>
<td>6/1/2019</td>
</tr>
<tr>
<td>Work with City of Moab to explore opportunities to consolidate efforts in like project areas to save funds. Ensure all are paying fair share.</td>
<td>• Meet with City Council to explore ways of consolidating overlapping efforts to save funds and to assign areas of responsibility.</td>
<td>Council</td>
<td>2/15/2019</td>
<td>6/1/2019</td>
</tr>
<tr>
<td>Work with State and UDOT in support of Moab Bypass Project</td>
<td>• Meet with State Legislators and UDOT to establish groundwork and develop a decision making plan to see if the Bypass is possible.</td>
<td>Council</td>
<td>2/15/2019</td>
<td>07/01/2019</td>
</tr>
<tr>
<td>GOALS -Curtis Wells (pg2)</td>
<td>ACTION STEPS (DELIVERABLE DETAILS)</td>
<td>ACCOUNTABILITY</td>
<td>START</td>
<td>DEADLINE</td>
</tr>
<tr>
<td>--------------------------</td>
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</tr>
<tr>
<td>Nurture relationship with CIB Board Members</td>
<td>• Meet with Board Members</td>
<td>Council</td>
<td>2/15/2019</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Explore opportunities to supporting BLM moving offices to West</td>
<td>• Research key people to contact and follow up with them</td>
<td>Council</td>
<td>2/15/2019</td>
<td>06/01/2019</td>
</tr>
<tr>
<td>Discuss opportunities for Grand County Lands Bill</td>
<td>• Council meeting to discuss</td>
<td>Council</td>
<td>2/15/2019</td>
<td>06/01/2019</td>
</tr>
<tr>
<td>Provide input on Forest Service Management Plan Revision Process</td>
<td>• Appoint Council Member to monitor and speak for Council</td>
<td>Council</td>
<td>2/15/2019</td>
<td>03/15/2019</td>
</tr>
<tr>
<td>Co-ordinate with SITLA on plans for development of land adjacent to USU-Moab campus</td>
<td>• Appoint Council Member to monitor and speak for Council</td>
<td>Council</td>
<td>2/15/2019</td>
<td>03/01/2019</td>
</tr>
<tr>
<td>Consider Lobbying assistance for UMTRA project funding</td>
<td>• Appoint Council Member to monitor and speak for Council</td>
<td>Council</td>
<td>2/15/2019</td>
<td>03/01/2019</td>
</tr>
<tr>
<td>Build Teamwork with Elected Officials</td>
<td>• Monthly meetings for County Council and Elected Officials • Encourage Council Member attendance at Leadership meetings when invited.</td>
<td>Council</td>
<td>2/15/0219</td>
<td>Ongoing</td>
</tr>
<tr>
<td>GOALS-Curtis Wells (pg3)</td>
<td>ACTION STEPS (DELIVERABLE DETAILS)</td>
<td>ACCOUNTABILITY</td>
<td>START</td>
<td>DEADLINE</td>
</tr>
<tr>
<td>--------------------------</td>
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<td>---------</td>
</tr>
<tr>
<td>County and City collaboration on Land Use Codes</td>
<td>County Council Chair, Vice-Chair, Administrator, CED Director to meet with Mayor, City Manager and Planning Director to determine if feasible.</td>
<td>County Council Chair, Vice-Chair, CED Director</td>
<td>01/01/19</td>
<td>06/30/19</td>
</tr>
<tr>
<td>USU support for origination of new campus (programming, curriculum, fundraising)</td>
<td>Provide appropriate share of support to put infrastructure in place as per Memorandum of Understanding</td>
<td>Council</td>
<td>01/01/19</td>
<td>Date of completion</td>
</tr>
<tr>
<td>Develop lobbying strategy for County needs in State legislation and UAC</td>
<td>Address: TRT reform; Affordable Housing; Other County issues controlled by State Legislation</td>
<td>Council</td>
<td>01/01/19</td>
<td>On Going</td>
</tr>
</tbody>
</table>
### Agenda Summary

**GRAND COUNTY COUNCIL**  
**April 2, 2019**

**AGENDA ITEM: T**

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Public Hearing to hear public comment on a Conditional Use Permit (CUP) for Ballard RV Park Expansion located at Highway 94 &amp; Nutter Avenue in Thompson, Utah</th>
</tr>
</thead>
<tbody>
<tr>
<td>FISCAL IMPACT:</td>
<td>N/A</td>
</tr>
<tr>
<td>PRESENTER(s):</td>
<td>Community and Economic Development Staff</td>
</tr>
</tbody>
</table>

**STATED MOTION:**

Move to approve Conditional Use Permit (CUP) for Ballard RV Park Expansion located at Highway 94 & Nutter Avenue in Thompson, Utah, and authorize the Chair to sign all associated documents.

**STAFF RECOMMENDATION:**

Review and consider application materials provided related to the proposed Ballard RV Park Expansion (Conditional Use Permit). Staff recommends the County Council approve with the following conditions:

- Establish no noise hours from 10:00 p.m. to 6:00 a.m.
- Establish a no fire policy
- Provide a landscaping and screening plan in accordance with Section 6.4 of the LUC

*Note: This campground established a vested application prior to the enactment of Ordinance 586 prohibiting applications for new accommodations based development for a six-(6)-month period.

**BACKGROUND:**

See staff report attached.

**ATTACHMENT(s):**

- Staff Report
- Conditional Use Application
- Plan Set
- Applicant Statement
- Title Report
- Public Waste Water Treatment System Design
- Will Serve Water
- Letter from Jeff Pillus (Engineer)
- Utah Administrative Code – Rule R392-301 Recreational Vehicle Park Sanitation
STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT
GRAND COUNTY

DATE:        April 2, 2019
TO:          Grand County Planning Commission
SUBJECT:     Conditional Use Permit

<table>
<thead>
<tr>
<th>PROPERTY OWNER</th>
<th>Mr. Walter Williams</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROP. OWNER REP.</td>
<td>SET Engineering, LLC, Attn: Mr. Jeff Pillus</td>
</tr>
<tr>
<td>ENGINEER</td>
<td>SET Engineering, LLC</td>
</tr>
<tr>
<td>PROPERTY ADDRESS</td>
<td>1309 East 3rd Avenue, #21</td>
</tr>
<tr>
<td>SIZE OF PROPERTY</td>
<td>6.98 acres</td>
</tr>
<tr>
<td>EXISTING ZONE</td>
<td>Highway Commercial (HC)</td>
</tr>
<tr>
<td>EXISTING LAND USE</td>
<td>N/A (Vacant Lot)</td>
</tr>
</tbody>
</table>

ADJACENT ZONING AND LAND USE
Highway Commercial (HC)

APPLICATION TYPE
Conditional Use Permit

SUMMARY OF REQUEST
The subject property is 6.98 acres located at Highway 94 and Nutter Ave., Thompson, UT. The Ballard RV Park Expansion will be comprised of 35 new full RV hookup spaces.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
The Ballard RV Park Expansion includes 35 new full hookup spaces with associated road and utility extensions. The Park currently includes 31 full hookup spaces.

As directed by the water authority, a new water meter will be installed to accommodate the expansion. The Thompson Special Service District has provided a will serve letter stating that adequate water is available to serve the project.

The existing septic system will be replaced with a newly constructed and larger system to meet State health requirements. All new and existing sites will be served by the new system.

APPLICATION PROCEDURE
☐ Administrative
☐ Legislative
☒ Public Hearing at Planning Commission
☒ Public Meeting at Planning Commission
☐ County Council
☐ County Council

ATTACHMENTS
☐ Approval Letters
☐ Site Plan
☐ Landscape Plan
☐ Vicinity Map
☐ Legal Notice
☐ Legal Description
☐ Public Comments
☐ Agency Comments
☐ Response to Standards
☒ Other:
Application, Plan Set, Application Statement, Title Report, & Application Fee.
STAFF RECOMMENDATION:
☐ Approve  ☒ Approve with Conditions  ☐ Deny  ☐ Postpone

Staff recommends the Planning Commission condition approval on the following:
Establish no noise hours of 10:00 p.m. to 6:00 a.m.
Establish a no-fire policy
Provide landscaping and screen in accordance with Section 6.4
3.2.3 Commercial Use Standards L. Recreational Vehicle/Travel Trailer Park

Recreational vehicle/travel trailer parks shall comply with the following standards

1. Each space may be occupied only by persons using travel trailers, truck campers, small cabins (traditional KOA-style), and tents for overnight, short duration, or seasonal camping;

2. Each space RV/travel trailer space shall be at least 1200 square feet in area;  
   **Confirmed**

3. Each cabin or tent space shall be at least 800 square feet in area;  
   **No cabin or tent spaces are proposed.**

4. Each space shall be at least 30 feet in width;  
   **Confirmed**

5. Each park shall be served by public water and sewer facilities;  
   - Thompson Special Service District has provided a will serve letter stating that adequate water is available to serve the project.  
   - The existing septic system will be replaced with a newly constructed and larger system to meet State health requirements. All new and existing sites will be served by the new system.

6. No space shall be located more than 200 feet from a water and sewage service building;  
   - Each space is served by full service water and sewer hook-ups. At the February 26 Planning Commission meeting, the Commission directed staff to work with the Applicant to ensure this requirement is met. Staff has further researched this requirement and has found that recent RV Parks & CUPs (Seven Mile RV Park & KOA expansion) have been granted approval with the understanding that this rule was only being applied to tent style camping spots (not having water and sewer hook-ups). The Southeastern Utah Health Inspector has also suggested to staff that the provisioning of water and sewer hook-ups should be sufficient. Staff will likely propose a code amendment in conjunction with the ordinances to come out of the moratorium process that clarifies this point. **Confirmed**

7. The County may require landscaping and screening pursuant to the provisions of Section 6.4, Landscaping and screening; and  
   - The Applicant is not proposing any landscaping or screening. Staff recommends Planning Commission condition approval upon the developer committing to a landscaping or screening plan in accordance of Section 6.4.

8. One (1) tree of a species suitable for the area shall be provided for each 2 spaces, and shall be located in close proximity to those spaces. (Existing trees on the site may be used to satisfy this requirement.)  
   **Confirmed**

9.11.6 Conditional Use Permit Considerations

A. Effect on Environment

The location, size, design and operation characteristics of the proposed use shall not be detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants, nor be substantially or permanently injurious to neighboring property, nor cause substantial or permanent interference with the right to peaceful enjoyment of property.

   **Staff believes the location, size, design and operation characteristics of the proposed use shall not be detrimental to the health, welfare, and safety of the surrounding occupants.**

   **Continued on next page.**
B. Compatible with Surrounding Area
The proposed site plan, circulation plan and schematic architectural designs shall be complementary with the character of the surrounding area with relationship to scale, height, landscaping and screening, building coverage, and density.

*The proposed development expands an existing campground. Staff believes it fits with the character of the vicinity.*

C. External Impacts Minimized
The proposed use shall not have negative impacts on existing uses in the area and in the county through the creation of noise, glare, fumes and odors, dust, smoke, vibration, fire hazard, excessive light, or other injurious or noxious impact. The applicant shall provide adequate mitigation responses to these impacts.

*Confirmed.*

D. Infrastructure Impacts Minimized
The proposed use shall not have negative impacts on existing uses in the area and in the county through impacts on public infrastructure such as roads, parking facilities and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to provide services adequately.

*Confirmed.*

E. Consistent with LUC and General Plan
The proposed use will be consistent with the purposes of this LUC, the General Plan, and any other statutes, ordinances or policies that may be applicable, and will support rather than interfere with the uses otherwise permitted in the zone in which it is located.

*See next text box.*

F. Parcel Size
The proposed use may be required to have additional land area, in excess of the lot area otherwise allowed by the underlying zoning district, as necessary to ensure adequate mitigation of impacts on surrounding land uses and the zoning district.

*Sufficient*

---

**COMPATABILITY WITH GENERAL PLAN**

Staff believes the proposed subdivision is supported by the General Plan.

Chapter 3.2 (Vision: Recreation and Access), Goal 1, Strategy E - Encourage development proposals that include dedication of easements that maintain access through historic corridors and to public lands and connect to existing and planned trails.
The subject property is zoned Highway Commercial (HC). RV Parks are a permitted use within the HC zone. Staff has reviewed the subject application and finds it compliant with the pertinent Land Use Code.

**LAND USE CODE REFERENCE SECTIONS**

Section 3.1 Use Table

<table>
<thead>
<tr>
<th>Use Category</th>
<th>Specific Use</th>
<th>RESIDENTIAL</th>
<th>NONRESIDENTIAL</th>
<th>Use-Specific Standards</th>
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<tbody>
<tr>
<td><strong>Overnight Accommodations</strong></td>
<td></td>
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<tr>
<td>Dude ranch or destination resort</td>
<td></td>
<td>C</td>
<td></td>
<td>3.2.3F</td>
</tr>
<tr>
<td>Hotel or motel</td>
<td></td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Recreational vehicle parks and campgrounds</td>
<td></td>
<td>C</td>
<td>C</td>
<td>3.2.3L</td>
</tr>
<tr>
<td>Residential units used for overnight accommodation</td>
<td></td>
<td>P</td>
<td>P</td>
<td>3.2.3M</td>
</tr>
<tr>
<td>All other overnight accommodation uses</td>
<td></td>
<td>P</td>
<td>P</td>
<td>4.6.4</td>
</tr>
</tbody>
</table>

Section 3.4.7 Residential Use Categories.

**PROPERTY HISTORY**

The Ballard RV Park is proposed expansion of an existing campground onto vacant lots. The application for the proposed expansion vested prior to the County’s recently adopted six-month moratorium.
CONDITIONAL USE APPLICATION
Grand County Courthouse: 125 E. Center St. Moab, UT 84532; Phone: (435)259-1343

FOR OFFICE USE ONLY
Date of Submittal: ___________ Conditional Use Processing Fees: $550.00
Submittal Received by: ___________ Amount Paid: ___________ Fees Received by: ___________

CONTACT INFORMATION
Property owner: Mr. Walter Williams
Address: ____________________________________________
Phone: ___________________ cell: ___________________ fax: ___________________
Email address: ______________________________________

Engineer: SET Engineering, LLC Attn: Jeff Pillus
Address: 1309 East 3rd Ave, Durango, CO 81301
Phone: 865-250-8061 cell: ___________________ fax: ___________________
Email address: wwinc57@gmail.com

Property owner representative: SET Engineering, LLC, Attn: Mr. Jeff Pillus
Address: 1309 East 3rd Avenue, #21
Phone: 970-759-8129 cell: ___________________ fax: ___________________
Email address: jeffp@setengineering.com

PROJECT INFORMATION
Project name: Ballard RV Park Expansion
General location of the property: Hwy 94 and Nutter Ave., Thompson, Utah
Size of the subject property: +/- 7 acres ___________ acres
Current Zoning: Highway Commercial ___________ district

REQUIRED SIGNATURES (or attach letter of approval by the agency)
Agency will review for ability to serve the lots and adequate existing and future easements.
Moab Valley Fire Department ________________________________
Grand County Road Supervisor or UDOT ________________________________
Grand Water and Sewer Service Agency ________________________________
Rocky Mountain Power ________________________________
FEMA Floodplain Adm. ________________________________ (provide map of site)
SUBMITTAL REQUIREMENTS
Conditional Use Permit applications shall contain, at a minimum, the following supporting materials through the approval process according to the following submittal schedule:

1. **APPLICATION SUBMISSION.** Two complete sets of all supporting materials shall be submitted with this application. These complete sets may include two large (24" x 36), two small (11" x 17") sets of all plans and submitted electronically. (Check with Planning Department)

2. **PRIOR TO MEETING.** Revised sets of plans shall be submitted prior to the application being placed on a Planning Commission /County Council meeting. (Check with Planning Department)

3. **POST MEETING.** If the revised sets of plans are not approved as submitted two corrected sets of plans both large and small shall be submitted that comply with the Planning Commission's approval.

[X] **Site Plan ( & Survey if applicable).** The applicant shall submit a site plan (and certified survey if applicable) of the proposed land area. The site plan shall require, at a minimum, the following information:

1. Subject land area acreage;
2. Adjacent uses and predominant uses in the vicinity;
3. Existing zoning designation within 100 feet of the exterior boundary of the parcel;
4. Drives, streets, and rights-of-way; (LUC Sec. 6.2)
5. Easements;
6. Landscaping and screening; (LUC Sec. 6.4)
7. Location and dimensions of structures and signs; (LUC regulation Sec. 6.5)
8. Typical elevations of such buildings;
9. Access ways, including points of ingress, egress;
10. Topography; and
11. Specific areas proposed for specific types of land use.

Additional information required for Site Plan review if there is new construction or occupancy changes.

1. Parking; (LUC Sec. 6.1)
2. Sidewalks and trails;
3. Fences and walls; (LUC Sec. 6.3)
4. Location and type of lighting; (LUC Sec. 6.6)
5. Building elevations;
6. Any areas in a natural drainage or the 100 year floodplain; (LUC Sec. 6.7 and 6.8)
7. Any areas with slopes in excess of 30 percent;
8. Existing and proposed easements, areas proposed for public dedication.
9. Compatibility Standards (LUC Sec.6.10)

*A drainage plan shall be required if proposing installation of more than 7,000 square feet of impervious area.

[X] **Applicant Statement.** A written statement by the Applicant explaining the rationale for the conditional use request relative to the Conditional Use Criteria imposed by Sec 9.11.6, Grand County LUC and the Use Specific standards for the proposed use. In making its determination, the County Council shall consider the recommendation of the Planning Commission, staff reports, and the written and oral testimony presented, and the following criteria:
Sec. 9.11.6 Conditional Use Criteria:

A. Effect on Environment
   The location, size, design and operation characteristics of the proposed use shall not be detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants, nor be substantially or permanently injurious to neighboring property, nor cause substantial or permanent interference with the right to peaceful enjoyment of property.

B. Compatible with Surrounding Area
   The proposed site plan, circulation plan and schematic architectural designs shall be complementary with the character of the surrounding area with relationship to scale, height, landscaping and screening, building coverage, and density.

C. External Impacts Minimized
   The proposed use shall not have negative impacts on existing uses in the area and in the county through the creation of noise, glare, fumes and odors, dust, smoke, vibration, fire hazard, excessive light, or other injurious or noxious impact. The applicant shall provide adequate mitigation responses to these impacts.

D. Infrastructure Impacts Minimized
   The proposed use shall not have negative impacts on existing uses in the area and in the county through impacts to public infrastructure such as roads, parking facilities and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to provide services adequately.

E. Consistent with LUC and General Plan
   The proposed use will be consistent with the purposes of this LUC, the General Plan, and any other statutes, ordinances or policies that may be applicable, and will support rather than interfere with the uses otherwise permitted in the zone in which it is located.

F. Parcel Size
   The proposed use may be required to have additional land area, in excess of the lot area otherwise allowed by the underlying zoning district, as necessary to ensure adequate mitigation of impacts on surrounding land uses and the zoning district.

X/Use-specific Standards. Check with the Planning Office for information regarding the use specific standards required for the proposed use you are requesting.

X/Title Report. A preliminary title report from a licensed title company or attorney listing the name of the property owner(s) and all liens, easements and judgments of record affecting the subject property, and of the preliminary plat.

X/Posting. The applicant is responsible for posting a sign noticing the public hearings (please see attached for a reduced size template and requirements). The applicant is responsible for wind and water proofing the sign as well as placing it in a prominent place on the land area proposed for subdivision with a notice of the hearing at least 10 days prior to the public hearings.

X/Application Fee. The process / filing fee of $550.00 shall be paid in full – additional engineer fees may apply.
   Hand delivered, 10/9/2018

X/Operating Data & Evaluation. Any and all information, operating data and expert evaluation necessary to clearly explain the location, function and characteristics of any building or use proposed;
   See attached Narrative

APPLICANT CERTIFICATION
   I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete and accurate to the best of my knowledge. I certify that if I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Grand County may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the Grand County Land Use Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. Additionally, I have reviewed and understand the section from the Consolidated Fee Schedule and hereby agree to comply with this resolution. I also agree to allow the Staff, or County appointed agent(s) of the County to enter the subject property to make any necessary inspections thereof.

Property Owner's Signature: Walter M. Williams Date: 10-5-18

2016 PAGE 3
GRAND COUNTY
Public Hearing Notice

County Council

For: Conditional Use Permit for the Ballard RV Park Expansion (Action requested)

Applicant Information:
Mr. Walter Williams, Owner
2920 HWY 70 East, Crossville, TN 38555 (Applicant name and property address)

To be held at the Courthouse, 125 E. Center St

On: (Date of Hearing) at (Time of Hearing) (Date of Hearing) (Time of Hearing)

For more information contact the Grand County Planning Department
125 E. Center
Moab, Utah
435-259-1343

Note: It is the Applicant's responsibility to ensure the sign is in a prominent location on the land area proposed for public hearing, weather resistant, and posted at least 10 days prior to the public hearing.

The sign shall be at a minimum 17" x 22" (ANSI C printing option) in size.
BALLARD RV PARK EXPANSION
GRAND COUNTY, UTAH

GENERAL NOTES:
1. ALL ITEMS LISTED IN THESE NOTES ARE INCIDENTAL TO THE PROJECT AND WILL NOT BE PAID FOR SEPARATELY UNLESS NOTED AND/OR A SPECIFIC ITEM IS LISTED IN THE BID TABULATION.
2. THE CONTRACTOR SHALL HAVE IN POSSESSION AT ALL TIMES ONE (1) COPY OF PLANS AND SPECIFICATIONS WHICH HAVE BEEN APPROVED BY THE APPROPRIATE AGENCIES.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE APPLICABLE STANDARDS (SEE LIST BELOW). THE CONTRACTOR MUST HAVE A COPY OF THESE DOCUMENTS ON SITE AT ALL TIMES. WHEN REQUIRED BY THE INSPECTING AGENCY, THE CONTRACTOR SHALL PROVIDE THE MORE STRINGENT REQUIREMENTS.""
GRADING NOTES:
1. MINIMIZE GRAVING EFFORT TO MAINTAIN NATIVE SOIL PROFILES.
2. MINIMIZE GRAVING EFFORT TO MAINTAIN NATIVE SOIL PROFILES.
3. GRAVEL DRIVING SURFACE SHALL BE MAXIMUM 4" THICKNESS OF 1" MINUS GRAVEL ON NATIVE SOIL. MINIMIZE COMPACTION GRAVING EFFORT.
4. ALL EXISTING GRADES TO BE VERIFIED BY CONTRACTOR. IF EXISTING ELEVATIONS DIFFER SUBSTANTIALLY FROM THOSE LISTED IN THIS PLAN, CONTACT THE OWNERS REPRESENTATIVE PRIOR TO MOVING FORWARD WITH ROUGH GRAVING.

EXISTING 10" CULVERT
EXISTING EDGE OF GRAVEL
CONNECT TO EXISTING GRAVEL ROAD
CONNNECT TO EXISTING GRAVEL ROAD

EXISTING BALLARD RV PARK

EXISTING EDGE OF GRAVEL

PROPOSED EDGE OF GRAVEL

EXISTING BALLARD RV PARK EXPANSION
THOMPSON SPRINGS, UTAH
GRAND COUNTY

PROJECT:
DATE: 7/13/18

#    DATE      DESCRIPTION

GRAPHICAL SCALE (FT)

0
30
15

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

150 Rock Point Drive
Suite F
Durango, CO 81301
970-403-5088

Revisions:

PLAN NO.
C101

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

OLDROYD FAMILY TRUST
07-021-0137
ZONE RG
UTILITY NOTES:
1. ELECTRIC, WATER, AND SEWER TO SHARE A COMMON TRENCH AS ALLOWED BY UTAH CODE.
2. SEWER RISERS SERVING SITES SHALL BE PROVIDED WITH TIGHT COVERS WHEN NOT IN USE.
3. THE WATER SERVICE PIPE SHALL BE PLACED ON AN UNDISTURBED SHELF EXCAVATED AT MINIMUM COVER SHALL BE 4.0'.
4. THE RIM OF THE SEWER RISER SHALL EXTEND NOT MORE THAN 4 INCHES ABOVE ADJACENT EXISTING BALLARD RV PARK.
5. ANY TEMPORARY CONNECTION AND CONNECTING LINE BETWEEN THE SOURCE AND THE PROPOSED LEACH FIELD LOCATION.
6. CLEANOUTS REQUIRED EVERY 100', PIPE BENDS, AND ALL SLOPE CHANGES.
7. INSTALL CLEANOUT I = 5123.91 FOR DETAILS.
8. INSTALL CLEANOUT I = 5124.00 FOR DETAILS.
9. INSTALL CLEANOUT I = 5124.15 FOR DETAILS.
10. INSTALL CLEANOUT I = 5124.20 FOR DETAILS.
11. INSTALL CLEANOUT I = 5124.25 FOR DETAILS.
12. INSTALL CLEANOUT I = 5124.30 FOR DETAILS.
13. INSTALL CLEANOUT I = 5124.35 FOR DETAILS.
14. INSTALL CLEANOUT I = 5124.40 FOR DETAILS.
15. INSTALL CLEANOUT I = 5124.45 FOR DETAILS.
16. INSTALL CLEANOUT I = 5124.50 FOR DETAILS.
17. INSTALL CLEANOUT I = 5124.55 FOR DETAILS.
18. INSTALL CLEANOUT I = 5124.60 FOR DETAILS.
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24. INSTALL CLEANOUT I = 5124.90 FOR DETAILS.
25. INSTALL CLEANOUT I = 5124.95 FOR DETAILS.
26. INSTALL CLEANOUT I = 5125.00 FOR DETAILS.
27. INSTALL CLEANOUT I = 5125.05 FOR DETAILS.
28. INSTALL CLEANOUT I = 5125.10 FOR DETAILS.
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45. INSTALL CLEANOUT I = 5125.95 FOR DETAILS.
46. INSTALL CLEANOUT I = 5126.00 FOR DETAILS.
47. INSTALL CLEANOUT I = 5126.05 FOR DETAILS.
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63. INSTALL CLEANOUT I = 5126.85 FOR DETAILS.
64. INSTALL CLEANOUT I = 5126.90 FOR DETAILS.
65. INSTALL CLEANOUT I = 5126.95 FOR DETAILS.
66. INSTALL CLEANOUT I = 5127.00 FOR DETAILS.
**TYPICAL SITE WATER SERVICE**

- **SCALE:** NTS

**TYPICAL SITE UTILITY CONNECTION DETAIL**

- **SCALE:** NTS

**TYPICAL UTILITY TRENCH DETAIL**

- **SCALE:** NTS

**CLEANOUT DETAIL**

- **SCALE:** NTS

**SEWER SERVICE DETAIL**

- **SCALE:** NTS

---

### TYPICAL SITE WATER SERVICE

1. **4" PVC PIPE** for support and water supply. Valves and access shall be located in the middle of service pads.
2. **2" GALV. PIPE** to vertical transition shall be **3/4" PVC**.
3. Vertical pipe to service outlet shall be 2" domestic standard 1/2" galvanized "T" pipe.
4. **3" SDR 40 PVC WATER LINE** on undisturbed shelf.
5. **6'' SDR-35 PVC SEWER LINE** on opposite side of trench.

---

### TYPICAL UTILITY TRENCH DETAIL

- **SCALE:** NTS

---

### CLEANOUT DETAIL

- **SCALE:** NTS

---

### SEWER SERVICE DETAIL

- **SCALE:** NTS

---

**NOTES:**

1. **PROVISE 4" PVC PIPE FOR STOP AND WASTE VALVE ACCESS.**
2. **WATER PIPE TO SERVICE OUTLET SHALL BE 2" DOMESTIC STANDARD 1/2" GALVANIZED "T" PIPE.**
3. **DRAIN PIPE TO SERVICE OUTLET SHALL BE 2" DOMESTIC STANDARD 1/2" GALVANIZED "T" PIPE.**
4. **WATER PIPE TO SERVICE OUTLET SHALL BE 2" DOMESTIC STANDARD 1/2" GALVANIZED "T" PIPE.**
5. **DRAIN PIPE TO SERVICE OUTLET SHALL BE 2" DOMESTIC STANDARD 1/2" GALVANIZED "T" PIPE.**
October 8, 2018

Grand County Planning Department
Attn: Mr. Kenny Gordon, Planner
125 East Center Street
Moab, Utah 84532

Re: Ballard RV Park Expansion, Conditional Use Permit Application Narrative

Dear Mr. Gordon:

We are submitting this Conditional Use Application to allow the addition of 35 full service RV spaces at the Ballard RV Park in Thompson Springs. We are sending the attached Conditional Use Application Form and Preliminary engineering plan set for review and consideration at the upcoming DRT meeting. Additional background information is provided below.

General Information:
The proposed expansion includes the addition of 35 new full hookup RV spaces with associated road and utility extensions. The spaces will be served by gravel roads of adequate width and turning radii to accommodate larger RVs. All new spaces will be full service with water, sewer, and power provided.

Water:
As directed by the water authority, a new water meter will be installed to accommodate the expansion. Lines from the meter are sized to accommodate the additional spaces and looped to provide operational flexibility and fresh water. The Thompson Special Service District has provided a Will Serve letter stating that adequate water is available to serve the project.

Sewer:
The existing septic system will be replaced with a newly constructed and larger system to meet State health requirements. All new and existing sites will be served by the new system. Soil testing has been completed for the septic system and it is currently in the final design stages and permitting through the State. A copy of the Engineering Report is attached.

Access:
One additional access will be added to Highway 94. The access is being coordinated with UDOT. Internal roads will be looped and connected to the existing roads to allow internal circulation without driving onto the highway. Wheel tracking models were developed to ensure adequate turning radii are provided for maneuvering.
Drainage:
Thompson lies outside of the jurisdiction of the Spanish Valley Drainage Criteria, therefore no detention is required by code. However, the site is designed to allow for maximum infiltration in landscaped areas. Historic drainage patterns are generally followed, and offsite runoff is collected and directed to the arroyo on the southeast side of the site. Excess runoff from the site will sheet flow off the site to the southwest following historic drainage patterns.

Please feel free to contact us with any questions on the project. Thank you for your time and consideration in this matter.

Sincerely,

Jeff Pillus, PE
Principal
SET Engineering, LLC

Attachments: Conditional Use Permit Application, Preliminary Engineering Plan Set, Septic System Engineering Report, Thompson Special Service District Will Serve Letter
SCHEDULE A

REPORT ONLY No: 59,646-G

Any and all liability is limited to the fee paid for this report.

Effective date: November 16, 2017 at 8:00 AM

1. Fee simple interest in the surface estate described in this REPORT is owned, at the REPORT Date by:

   BALLARD RV PARK, LLC

2. The land referred to in this REPORT is situated in the State of Utah, County of GRAND, and is described as follows:

   A PARCEL OF LAND SITUATE IN THE NE1/4SW1/4 AND NW1/4SE1/4, SECTION 21, T21S, R20E, SLBM:

   COMMENCING AT THE S1/4 CORNER OF SAID SECTION 21, A 1964 BLM BRASS CAP, WHENCE THE C1/4 CORNER OF SAID SECTION 21, A 1991 BLM BRASS CAP, BEARS S 01 DEG. 09'26" E 2650.70 FT., FOR THE BASIS OF BEARINGS, WITH ALL BEARINGS HEREIN BEING RELATIVE THERETO; THENCE N 01 DEG. 09'26" W 1325.35 FT. TO THE SE CORNER NE1/4SW1/4 OF SAID SECTION 21, A 2 INCH ALUMINUM CAP SUBSCRIBED LS 166642 ON #6 REBAR, THENCE N 01 DEG. 09'26" W ALONG THE EAST BOUNDARY OF THE NE1/4SW1/4 OF SAID SECTION 21, 893.01 FT., TO A POINT NOT SET, THENCE N 07 DEG. 39'09" E 180.93 FT. TO THE POINT OF BEGINNING, MONUMENTED WITH A 2 INCH ALUMINUM CAP SUBSCRIBED LS 166642 ON A #5 REBAR, THENCE ALONG THE FOLLOWING FIVE COURSES, CORNERS MONUMENTED WITH A 2 INCH ALUMINUM CAP SUBSCRIBED LS 166642 ON A #5 REBAR, S 82 DEG. 18'33" E 241.11 FT., S 07 DEG. 39'09" W 650.19 FT., N 82 DEG. 20'51" W 707.24 FT., N 07 DEG. 39'35" E 318.66 FT., S 82 DEG. 20'51" E 466.09 FT., THENCE N 07 DEG. 39'09" E 331.69 FT. TO THE POINT OF BEGINNING.

   Tax Serial No. 07-0021-0072
   Property Address: 116 E. NUTTER AVENUE, THOMPSON SPRINGS, UTAH 84540

Page 1 of 3
SCHEDULE B

Exceptions

This report and any policy does not insure against loss or damage (and the company will not pay costs, attorneys’ fees or expenses) that arise by reason of: N/A

1. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.

2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.

3. Easements, claims or easement or encumbrances that are not shown in the public records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.

5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; Claim, right, title or interest to water or water rights whether or not shown by public records.

6. Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the public records.

7. Taxes for the year 2017 were paid in the amount of $1,091.53, plus any other Assessments including but not limited to Special Service Districts and Personal property Taxes. Claim, right, title or interest to water or water rights whether or not shown by the public records. The taxes for the year 2016 were paid in the amount of $1,030.57.

   Tax Serial No. 07-0021-0072

8. Said land is located within the boundaries of Thompson Springs/Grand County, and may be subject to taxes or assessments levied by said City/District.

9. Any rights, title or interests in minerals of any kind, together with any associated rights to mine or remove said minerals. Title Company does not purport to disclose documents of record pertaining to the above referenced rights.

10. Ditches, canals, easements, rights of way or fence lines that may be established upon said land.

11. Subject to tenants in possession and/or any current leases.


14. (NOTE: Manufactured Home is being taxed as real property however no Affidavit of Mobile Home/Manufactured Home Affixture and Receipt for Surrender of Title/MSO was found ofrecord.)

A judgment, federal tax lien, Utah State bankruptcy, and National SDN search was made in the following names.
 Owners: BALLARD RV PARK, LLC

TITLE INQUIRIES concerning this Commitment can be directed to:
Leanne Blackmon/Title Agent ~ leanne@southeasttitle.com

EMAIL CLOSING DOCUMENTS TO:
Chantyll Navarre/Escrow Agent ~ chantyll@southeasttitle.com

Chain of Title
According to the Official Records, as of the Effective Date, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment except as follows:

<table>
<thead>
<tr>
<th>Doc</th>
<th>Grantor</th>
<th>Grantee</th>
<th>Rec Date</th>
<th>Entry No.</th>
<th>Book</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>were found recorded within the last 24 months</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SOUTHEASTERN UTAH TITLE COMPANY
FURNISHESTHIS PLAT SOLELY FOR THE
PURPOSE OF ASSISTING IN LOCATING
THE LAND. THE TITLE COMPANY ASSUMES NO
LIABILITY FOR VARIATIONS WITH AN ACTUAL
SURVEY OR DEED DESCRIPTION.

NW1/4 SE1/4 SECTION 21 T21S R20E SLBM

SCALE: 1" = 100'

MARLES OLDROYD TRUSTEE
OLDROYD FAMILY PROTECTION TRUST
07-021-0137

THIS PLAT IS MADE SOLELY FOR THE PURPOSE OF
ASSISTING IN LOCATING THE LAND, AND THE RECORDER
ASSUMES NO LIABILITY FOR VARIATIONS IF ANY,
WITH AN ACTUAL SURVEY.

MARLES OLDROYD TRUSTEE
OLDROYD FAMILY PROTECTION TRUST
07-021-0137
NE 1/4 SW 1/4 SECTION 21 T21S R20E SLBM

SCALE: 1" = 100'

THE INFORMATION USED TO DRAW THIS PLAT IS FROM THE G.L.O. SURVEY PLATS, PRIVATE SURVEYS AND THE MYLAR PLATS, THAT ARE IN THE RECODER OFFICE.

THE TITLE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS WITH AN ACTUAL SURVEY OR DEED DESCRIPTION.
"SOUTHEASTERN UTAH TITLE COMPANY" FURNISHES THIS PLAT SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND. THE TITLE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS WITH AN ACTUAL SURVEY OR DEED DESCRIPTION.

NE1/4 SW 1/4 SECTION 21 T21S R20E SLBM

NW1/4 SE1/4 SECTION 21 T21S R20E SLB
**Public Wastewater Treatment System Design:**

**Description of the Ballard RV Park & Water Use:**

Ballard RV Park is a transient RV Park with spaces and small cabins for rent. Peak occupancy is from March through November. The purpose of this public system is to provide water and wastewater systems that are dependable and safe for guests and recreational vehicle hook ups.

Summary of the water and wastewater quantity requirements:

- There are 66 RV spaces proposed on the system during the peak season.
- There is a one bedroom apartment.
- Drinking water may be provided from a certified source in compliance with UDDW standards.
- The wastewater and water use quantities will be monitored and submitted to Southwest Utah District Health department as directed. The monitoring is proposed to verify wastewater discharge.

**R317-4 General information:**

(a) There is an existing wastewater facility on property. The wastewater facilities serve 32 RV spaces. The existing disposal area will be replaced with the addition of 34 spaces.

Figure PWTS, Site Plan, and Wastewater System, shows the location of the existing wastewater and proposed improvements. This figure is attached to this document.

(b) The area being served is also shown on Figure PWTS.

(c) Name and Mailing address:

Ballard RV Park  
100 N Main St  
Thompson, UT 84540  
ballardrvpark@gmail.com  
www.moabrvpark.com  
(423) 836-5239
Extent of wastewater system:

(a) The extent of the proposed area being served is on Figure PWTS; the wastewater system would operate year round with septic tanks and wastewater collection lines. The proposed design will be compliance with UDEQ, R317-4.

The existing wastewater facilities were interpreted from site inspection. No as-built information has been found (to date). The existing system treats 32 RV spaces with deep wall trenches. The proposed disposal site will be moved to the southwesterly corner of the property. The proposed Wastewater System will replace the existing wastewater treatment system.

Wastewater Capacity:

<table>
<thead>
<tr>
<th>Proposed Uses:</th>
<th>Design Capacity</th>
<th>Unit per</th>
<th># of Units</th>
<th>GPD</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Housing</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>1-bedroom Apartments</td>
<td>150 Bedroom</td>
<td>1</td>
<td>150</td>
<td></td>
<td>Apartments R317-4-13 Table 3, Apartments</td>
</tr>
<tr>
<td>RV &amp; Camping Experience</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RV Spaces with Hook Ups - Existing</td>
<td>125 Space</td>
<td>32</td>
<td>4000</td>
<td></td>
<td>R317-5, Table 5-2</td>
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<tr>
<td>RV Spaces with Hook Ups - Proposed</td>
<td>125 Space</td>
<td>34</td>
<td>4250</td>
<td></td>
<td>32 RV sites, Table 5-2</td>
</tr>
<tr>
<td>Other Uses</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Laundry</td>
<td>580 Washer</td>
<td>1</td>
<td>580</td>
<td></td>
<td>R317-4-13 Table 3 - Launderette</td>
</tr>
<tr>
<td>General Store, 2 bathrooms</td>
<td>500 Bathroom</td>
<td>0</td>
<td>0</td>
<td></td>
<td>R317-4-13 Table 3 - Stores</td>
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</table>

8980 TOTAL GPD

The minimum septic tank sizes based on requirements in R317-4-7 is \( V=1,125 + 0.75Q \) as is follows:

<table>
<thead>
<tr>
<th>Septic Tankage</th>
<th>Minimum</th>
<th>Use</th>
<th>Tanks</th>
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<tr>
<td></td>
<td>7860</td>
<td>9000</td>
<td>3</td>
</tr>
</tbody>
</table>

\[ V=1125 + 0.75Q \]

Estimates for deep trenches based on application rate of 0.7gal/ft²/day:

<table>
<thead>
<tr>
<th>Seepage Trenches:</th>
<th>SF Required</th>
<th>Lateral Length</th>
<th># 100’ Laterals</th>
<th>Application Rate 0.7gal/day/ft²</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 foot x 4 foot deep trenches</td>
<td>12828.57</td>
<td>1603.57</td>
<td>16.04</td>
<td>Use 16</td>
</tr>
<tr>
<td>2 foot x 5 foot deep trenches</td>
<td>12828.57</td>
<td>1282.86</td>
<td>12.83</td>
<td>Use 13</td>
</tr>
<tr>
<td>2 foot x 6 foot deep trenches</td>
<td>12828.57</td>
<td>1069.05</td>
<td>10.69</td>
<td>Use 11</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Disposal - Deep Trench</th>
<th>Area</th>
<th>Lateral</th>
<th>100’ laterals use</th>
<th>space</th>
<th>acres</th>
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<td>4 foot trench</td>
<td>12828.57</td>
<td>1603.57</td>
<td>16.04</td>
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<td>0.44</td>
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<td>0.43</td>
</tr>
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<td>6 foot trench</td>
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<td>1069.05</td>
<td>10.69</td>
<td>18700.00</td>
<td>0.43</td>
</tr>
</tbody>
</table>
Location, General:

As shown on Figure PWTS, the proposed wastewater system will need to maintain separation distances to the Ballard RV Park water storage facilities and other appurtenances as required by UDEQ R309 and R317-4 and provide protection from any sources of contamination and are more than 50 feet from storage tanks.

Continued protection:

The site plan on Figure PWTS shows that there is a 50 foot separation from drinking water facilities and will demonstrate that the proposed facilities are outside any zones of influence for the wastewater system.

Any proposed septic or wastewater facilities should be located hydraulically down gradient of public water supplies for continued protection.

Contact information, owner, address, phone number

Engineer/Agent:  
William H. Anderson, P.E.  
Anderson Engineering, Inc.  
5520 Sourdough Rd.  
Bozeman, MT 59715  
Cell: 406 925 0590  
bill@andersonmontana.com

Owner’s Senior Site manager:  
TBD  
Senior Site Manager

Owner:  
Ballard RV Park
WILL SERVE

TO: GRAND COUNTY UTAH, SET ENGINEERING, ET.AL.

From: AJ Rogers - Thompson Special Service District - Thompson Springs, Utah

Walt Williams and Ron Carter of Ballard RV park are planning to build an addition to their existing RV park which will basically double the size of the park as it is now.

This will double the amount of culinary water now supplied to their business.

The Board members of the Thompson Special Service District have agreed to sell additional water for use by the new addition to Ballard RV Park in Thompson Springs.

The Thompson Special Service District affirms that they have adequate water reserves in their Spring Collection Area to service the new Ballard Park addition as it is planned.

Sincerely, A J Rogers - Chairman - TSSD Date: 8-31-18
Hi Kenny. I wanted to respond on this subject with a little history on RV park expansions and bath houses in Grand County. I wish I was at the PC meeting and could have helped you through his. I’d be happy to attend the upcoming County Council meeting if you need my assistance.

In recent years, SET Engineering has designed four RV projects that proposed full hookup RV sites further than 250 feet from a bath house:

- The KOA Expansion 1 proposed cabins and full hookup RV sites to the east.
- The KOA Expansion 2 proposed cabins and full hookup RV sites to the south.
- The Spanish Valley Campground expanded to the south with full hookup RV sites.
- The ACT Campground was a full design that proposed a mix of sites including full hookup RV sites.

As with the Ballard RV Park project, three expansion projects were prompted by the need to accommodate larger RV’s that have become more prevalent. The larger RV’s are well equipped with plumbing but require additional space to maneuver and park.

In the KOA expansions and the Spanish Valley expansion, only full hookup sites were proposed. The new ACT Campground has a mix if sites including many full hookup RV sites. The majority of the full hookup RV sites in all four projects are not within 250 feet of a bath house. SET Engineering was transparent about this and County made the determination that since the sites provided full hookups, that no additional bath houses were warranted. The same determination was made early in the application process with the Ballard site.

To my knowledge the operators do not receive complaints related to this subject and to be consistent with the precedent set by recent similar projects, the Ballard RV Expansion should not be required to add additional facilities. If you would like us to provide exhibits of the other facilities, we can describe where the RV sites are versus the bath houses.

Let me know if I can help explain this to others. I’m available if you want to talk as well. I’ll be in your office at some point later this week if you want to look at drawings. We’re hoping that you will concur.

Thanks, Jeff
R392. Health, Disease Control and Prevention, Environmental Services.
R392-301-1. Authority and Purpose.
   (1) This rule is authorized under Sections 26-1-5, 26-1-30(9), 26-1-30(23), 26-7-1, and 26-15-2.
   (2) This rule establishes minimum standards for the sanitation, operation, and maintenance of a recreational vehicle park, as defined by this rule, and provides for the prevention and control of health hazards associated with a recreational vehicle park that are likely to affect individuals dwelling temporarily therein including risk factors contributing to injury, sickness, death, and disability.

   This rule applies to any person who owns or operates a recreational vehicle park, unless specifically exempted by this rule. This rule applies to the repair, maintenance, use, operation, and occupancy of recreational vehicle parks designed, intended for use, or otherwise used for temporary human habitation.

   For the purposes of this rule, the following terms, phrases, and words shall have the meanings herein expressed:
   (2) "Dependent recreational vehicle" means a recreational vehicle that is dependent upon a service building for toilet facilities, hand washing facilities, or shower or bathing facilities, and is not designed for connection to water, sewer, or electrical utilities.
   (3) "Imminent health hazard" means a significant threat or danger to health that is considered to exist when there is evidence sufficient to show that a product, practice, circumstance, or event creates a situation that can cause infection, disease transmission, vermin infestation, or hazardous condition that requires immediate correction or cessation of operation to prevent injury, illness, or death.
   (4) "Independent recreational vehicle" means a recreational vehicle equipped with electrical appliances, a water-flush toilet, and a sink and bath or shower which, to be functional, may require connection to outside electrical, water, and sewer utilities.
   (5) "Local health officer" means the health officer of the local health department having jurisdiction, or a designated representative.
   (6) "Operator" means a person responsible for managing or operating a recreational vehicle park.
   (8) "Recreational vehicle" means a vehicular unit, other than a mobile home or tiny house, designed as a temporary dwelling for travel, recreational and vacation use, which is either driven or is mounted on or pulled by another vehicle, including: travel trailer,
camp trailer, fifth-wheel trailer, folding tent trailer, truck camper, or motorhome.

(9) "Recreational vehicle park" or "RV park" means any site, tract or parcel of land on which facilities have been developed to provide temporary living quarters for two or more recreational vehicles. Such a park may be developed or owned by a private, public or non-profit organization catering to the public or restricted to the organizational or institutional members and their guests only.

(10) "Sanitary dump station" means a facility designed:

(a) in accordance with requirements set by Plumbing Code and the Utah Department of Environmental Quality, Division of Water Quality;

(b) to receive the discharge of wastewater from any holding tank or similar device installed in any recreational vehicle; and

(c) to discharge the contents, in an acceptable manner, to an approved wastewater disposal or treatment system.

(11) "Service building" means a structure within a recreational vehicle park that contains toilet, hand sink, and bathing facilities. It may also include laundry facilities, a vending area, or other service type facilities for RV park occupant use.

(12) "Tiny house", for the purposes of this rule, means a dwelling that is 400 square feet or less in floor area, constructed on a chassis with wheels. A tiny house is not a park model recreational vehicle as defined in 41-1a-101 or any other recreational vehicle type as defined in this rule.

(13) "Wastewater" means discharges from all plumbing facilities including rest rooms, kitchen, and laundry fixtures either separately or in combination.


(1) (a) This rule does not require a construction change in any portion of a RV park if the park was in compliance with the law in effect at the time the park was constructed, except as in Subsection R392-301-4(1)(b).

(b) The local health officer may require construction changes if it is determined the RV park or portion thereof contains an imminent health hazard.

(2) The operator shall carry out the provisions of this rule.

(3) Severability - If any provision of this rule or its application to any person or circumstance is declared invalid, the application of such provision to other persons or circumstances, and the remainder of this rule, shall not be affected thereby.

(4) The operator shall comply with all applicable building, zoning, electrical, health, fire codes and all local ordinances.

(5) The operator shall provide the local health officer with contact information for a park representative who can be available to communicate with the local health officer during all days and times that the RV park is occupied in the event of an imminent health hazard or emergency.

(6) A recreational vehicle park operator or agent shall select or construct a location for the facility that will provide adequate surface drainage. The operator shall make a reasonable effort to locate the facility away from any known existing public health nuisance.
(7) When an operator accommodates dependent recreational vehicles or tents, the operator shall construct and maintain a service building according to the requirements of Section R392-301-7.

(8) A recreational vehicle or a tiny house may be allowed in a RV Park only when:
(a) a data plate or permanent label is attached to the structure that includes:
   (i) name of the manufacturer;
   (ii) serial number or vehicle identification number (VIN) of the unit;
   (iii) date of manufacture; and
   (iv) a statement that the unit is designed and manufactured to NFPA 1192 or ANSI A119.5 standards; and when
(b) it has been certified by the Recreational Vehicle Industry Association; or
(c) it has been inspected by a qualified third-party inspection company and certified to be in compliance with the standards in NFPA 1192 or ANSI A119.5.

(9) An electrical installation in a RV park shall comply with Utah Code Title 15A.


(1) Potable water supply systems for use by recreational vehicle park occupants shall be designed, installed, and operated according to the requirements set forth by:
(a) Plumbing Code;
(b) The Utah Department of Environmental Quality, Division of Drinking Water under Title R309; and
(c) Local health department regulations.

(2) The operator shall provide potable water to each site designed and intended for recreational vehicle use.
(a) This provision may be modified with approval by the local health officer if a service building is provided as in Subsection R392-301-4(7).
(b) Where individual water connections are not provided to sites, common-use water faucets shall be accessible to RV park occupants, and located not more than 300 feet from any site. A threaded spigot is prohibited on any such common-use water faucet providing potable water to a site.
(c) The operator shall design and construct the area immediately around a common-use water faucet (i.e. spigot) to promote surface drainage by using a constructed drain system such as a gravel pit, subsurface drywell, French drain, or seepage trench. The operator shall prevent water in this area from flowing into traffic areas and surface waters, or from pooling, standing, or becoming stagnant. This requirement does not apply to water connections in individual sites.
(d) The operator shall protect water systems against the hazards of cross-connection, backflow, and interior surface contamination of attached hoses.

(3) In any recreational vehicle park or portion thereof where it is not feasible to pipe potable water into the area, an alternate supply of potable water may be permitted upon approval of the local health officer.
R392-301-6. Wastewater.

(1) All wastewater shall be discharged to a public sanitary sewer system whenever practicable.
   (a) Sewer systems for use by recreational vehicle park occupants shall be designed, installed, and operated according to the requirements set forth by:
      (i) Plumbing Code;
      (ii) The Utah Department of Environmental Quality, Division of Water Quality under Title R317;
      (iii) local health department regulations; and
      (iv) the local sewer district having jurisdiction.
   (b) Where connection to a public sewer is not available, wastewater shall be discharged into an approved wastewater disposal system meeting the requirements of Title R317, Environmental Quality, Water Quality, and local health department regulations.
   (c) The operator shall submit all required plans for the construction or alteration of a wastewater disposal system in accordance with Title R317 prior to commencing construction or alteration.

(2) The operator shall provide a sanitary dump station unless all sites are connected to an approved sewer system. Unless a local health officer approves other means, the operator shall design and construct the sanitary dump station to include the following:
   (a) Easy ingress and egress from a service road for recreational vehicles and located not less than 50 feet from any site;
   (b) The sewage inlet surrounded by a curbed concrete apron or trough of at least three feet by three feet, sloped to the inlet, and provided with a suitable hinged cover milled to fit tight;
   (c) A means for flushing with pressurized water the immediate area and the recreational vehicle wastewater holding tank(s).

(3) If the operator makes sewer service available to each designated site designed and intended to accommodate independent recreational vehicles, the operator shall design, install, operate, and maintain individual connections to the sewer system according to the requirements set by:
   (a) Plumbing Code;
   (b) the Utah Department of Environmental Quality, Division of Water Quality;
   (c) local health department regulations; and
   (d) local sewer district having jurisdiction.

(4) When the operator makes sewer service available to an individual site, that sewer connection is not subject to the requirements of Subsection R392-301-6(2).

(5) The operator shall provide tight-fitting covers for all sewer risers.

(6) A trap is prohibited between the sewer riser and sewer lateral.

(7) The connection and connecting line between the recreational vehicle drain outlet and the sewer riser shall be watertight and self-draining.

(8) The rim of the sewer riser shall extend not more than 4 inches above adjacent ground surface elevations. Surface drainage shall be directed away from the sewer riser.
(9) The operator shall prohibit dependent recreational vehicles and tents in a recreational vehicle park unless effective means are provided to collect and contain dishwashing, bathing or other liquid waste material and to properly dispose of these wastes by means approved by the local health officer.

(10) If the operator provides laundering facilities, the equipment shall discharge wastewater as required in Subsection R392-301-6(1).

R392-301-7. Service Building.
(1) All structures used in a recreational vehicle park shall be of permanent construction, meeting the requirements of Building Code.

(2) Each recreational vehicle park in which sites are set aside for dependent recreational vehicles or tents, as in R392-301-4(7), shall be provided with a service building or buildings for the use of park occupants.

(3) Service buildings shall meet the following requirements:
   (a) Except as provided in Subsection R392-301-7(3)(b)(i), separate toilet rooms within the service building shall be provided for each sex. These rooms shall be distinctly marked "for men" and "for women" by signs printed in English, or marked with easily understood pictures or symbols.
   (b) Each service building shall have one toilet, one hand sink, and one bath fixture for each sex for each 15 sites set aside in Subsection R392-301-4(7), or fraction thereof.
   (i) Where a toilet room will be occupied by no more than one person at a time, can be locked from the inside, and contains at least one toilet, separate toilet rooms for each sex need not be provided.
   (c) A service building shall be located not less than 15 feet and not more than 500 feet from any site designated for dependent recreational vehicles.
   (d) A service building shall be provided with adequate light, heat and ventilation.
   (e) A service building shall be properly maintained clean and shall be constructed of smooth, moisture resistant finish materials to withstand frequent washing and cleaning.

(4) The operator shall maintain each service building in a clean and sanitary condition.

(5) Clean individual disposable towels shall be provided near handwashing sinks. Alternate hand drying methods approved by the local health officer may be substituted for individual disposable towels.

(6) The operator shall provide soap and waste receptacles with lids in each service building.

(7) For each toilet room within a service building, the operator shall provide:
   (a) toilet tissue in suitable dispensers; and
   (b) at least one solid, easily cleanable, covered waste receptacle for the collection of solid waste; or
   (c) at least one solid, easily cleanable, uncovered waste receptacle and a sanitary napkin receptacle.

The operator shall maintain all buildings, rooms, and equipment, including furnishings and equipment in RV park areas, and the grounds surrounding them in a clean and operable condition, free of litter and debris.

Where electric power is available, service buildings shall be equipped with outside lighting to indicate the location and entrance doorways of each.

Where necessary, all reasonable means shall be employed to eliminate or control infestations of vermin, vectors, or pests within all parts of a RV park. This shall include approved screening or other approved control of outside openings in structures intended for occupancy.

The operator shall maintain interior roads and parking areas in a manner that prevents harborage for vermin.


When food service is provided for RV park occupants, food service, storage, and preparation shall comply with the FDA Model Food Code as incorporated and amended in Rule R392-100 and local health department regulations.

R392-301-10. Solid Wastes.

(1) The operator shall provide adequate containers to prevent the accumulation of solid waste in the RV park.

(2) Solid waste generated at a RV park or picnic area shall be stored in a leak-proof, non-absorbent container, which shall be kept covered with a tight-fitting lid.

(3) All solid wastes shall be disposed with sufficient frequency and in such a manner as to prevent insect breeding, rodent harborage, or a public health nuisance.


The operator shall comply with Rule R392-302, Design, Construction, and Operation of Public Pools as well as other local health department regulations for all pools or spas made available to RV park occupants or staff.

R392-301-12. Inspections and Investigations.

(a) Upon presenting proper identification, the operator shall permit the local health officer to enter upon the premises of a recreational vehicle park to perform inspections, investigations, reviews, and other actions as necessary to ensure compliance with Rule R392-301.

(b) The local health officer may not enter an occupied recreational vehicle without the express permission of the occupant except when a warrant is issued to a duly authorized public safety officer which authorizes the local health officer to enter, or when the operator and the local health officer determine that there exists an imminent risk to the life, health, or safety of the occupant.

R392-301-13. Closing or Restricting Use of Recreational Vehicle Parks or Sites.

(1) If a local health officer deems a recreational vehicle park, site, space, or portion thereof to be an imminent health hazard, the
park, site, or space may be closed or its use may be restricted, as determined by the local health officer.

(2) The operator shall restrict public access to the impacted area of any recreational vehicle park, site, or space closed or restricted to use by a local health officer within a reasonable time as ordered by the local health officer.

(3) It shall be unlawful for an operator to allow the public to utilize any recreational vehicle park, unit, space, or portion thereof that has been deemed unfit for use until written approval of the local health officer is given.

KEY: public health, recreation areas, RV parks, recreational vehicles
Date of Enactment or Last Substantive Amendment: September 10, 2018
Notice of Continuation: November 8, 2016
Authorizing, and Implemented or Interpreted Law: 26-1-5; 26-1-30(9); 26-1-30(23); 26-7-1; 26-15-2