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

AGENDA – Revised 7/15/19
Tuesday, July 16, 2019

4:00 p.m.
Thompson Springs Special Service Fire District Board Meeting (See separate Agenda)

4:05 p.m.
☐ Call to Order
☐ Pledge of Allegiance
☐ Approval of Minutes (Chris Baird, Clerk/Auditor)
  A. April 16, 2019 (County Council Meeting), Postponed from May 7, 2019
  B. May 7, 2019 (County Council Meeting), Postponed from May 21, 2019
  C. May 21, 2019 (County Council Meeting), Postponed from June 4, 2019
  D. June 4, 2019 (County Council Meeting), Postponed from June 18, 2019
  E. June 10 (Joint County Council Meeting with San Juan County Commissions and SITLA), Postponed from June 18, 2019
  F. June 18, 2019 (County Council Meeting), Postponed from July 2, 2019
  G. July 2, 2019 (County Council Meeting)
  H. July 9, 2019 (Special Meeting with Grand County Elected Officials)
☐ Ratification of Payment of Bills
☐ General Council Reports and Future Considerations
☐ Elected Official Reports
☐ Council Administrator Report
☐ Department Reports
  I. Report on May 2019 UTV-related citations from local law enforcement (Elaine Gizler, Travel Council Executive Director)
  J. 2018 Grand Center Report (Verleen Striblen, Program Director)
☐ Agency Reports
☐ Citizens to Be Heard
☐ Presentations
  K. Presentation on Team Appreciation and Recognition Program (TARP) through Utah Local Governments Trust (ULGT) (Darin Palmer, Account Representative, ULGT)
  L. Presentation on Justice Court Nominating Commission procedures (Amy Hernandez, Justice Court Program Coordinator, Administrative Office of the Courts and James Peters, Administrative Office of the Courts) allow 20 minutes
☐ General Business- Action Items- Discussion and Consideration of:
  M. Approving “Declaration of Nuisance” for the Noxious Weed, Arundo Donax, commonly known as Giant Reed, which has infested real property located at 408 Tusher Street (Tim Higgs, Weed Supervisor)
N. Adopting proposed ordinance to apply the High Density Housing Overlay District 5 (HDHO-5) to a lot located at 1991 Starbuck Lane (Zacharia Levine, Community and Economic Development Director)

O. Adopting proposed resolution approving a conditional use permit for Seven Mile Park located at 13542 North Highway 191 (Zacharia Levine, Community and Economic Development Director)

P. Adopting proposed ordinance amending/removing use rights from all zones and/or the overnight accommodations overlay for new/additional overnight accommodations developments, including Table 3.1 (Uses), Section 3.2 Use-Specific Standards, and Section 4.6 Overnight Accommodations Overlay District (Zacharia Levine, Community and Economic Development Director)

P.2. Adopting proposed resolution to initiate proceedings to amend section 4.6 of the Grand County Land Use Code to integrate mixed use and design standards applicable to overnight accommodations developments (Christina Sloan, County Attorney)

Q. Approving proposed response letter to Representative Albrecht (Chairman Clapper)

R. Adopting proposed ordinance establishing the policies and procedures governing professional ethics and conflicts of interest of Grand County Officers and Employees and repealing and replacing Ordinance No. 462 (Christina Sloan, County Attorney)

Consent Agenda- Action Items

S. Ratifying the emergency purchase order with Clarke of $50,750 in unbudgeted funds for 3000 pounds of Altosid P35 larvacide for the purposes of community health, safety and welfare

T. Ratifying the Clerk/Auditor’s emergency purchase signature on a $21,500 unbudgeted contract between Grand County and Vector Disease Control International LLC (VDCI) for aerial mosquito control services

U. Ratifying the emergency purchase order with Adapco of a Guardian 190G4 ULV fogger for the unbudgeted amount of $8,500 for purposes of community health, safety and welfare

V. Ratifying the Chair’s signature on a grant application for the reconstruction of the Commercial Terminal Apron at Canyonlands Field Airport

W. Ratifying the Chair’s signature on a grant application for the reconstruction of Taxiway A at Canyonlands Field Airport

X. Ratifying the Chair’s signature on a grant application for FY2020 Emergency Management Performance Grant (EMPG) in the amount of $39,100

Y. Ratifying Council Member Halliday’s signature on “Community Wildfire Preparedness Plan for the Wildland-Urban Interface” for Grand County Service Area for Castle Valley Fire Protection

Z. Ratifying the new salary range being announced by the Administrative Office of the Courts for the new Justice Court Judge

AA. Approving contract amendment with STR Helper, now owned by Host Compliance, for validation services of overnight accommodations properties

Discussion Items

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

CC. Discussion on next steps, such as a possible interlocal agreement and loan for reimbursement, in support of the Moab Mosquito Abatement District (Council Member Wells)

DD. Discussion on transition options for the expected vacancy of the Council Administrator position in early 2020 (Ruth Dillon, Council Administrator)

EE. Discussion on 2019 Utah State Tax Reform (Chairman Clapper)
FF. Discussion on High Density Housing Overlay (HDHO) Sunset Clause and initial market response (Council Member Wells)

- Public Hearings- Possible Action Items (none)
- Closed Session(s) (if necessary)
- Adjourn

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

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

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

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

A Council agenda packet is available at the local Library, 257 East Center St., Moab, Utah, (435) 259-1111 at least 24 hours in advance of the meeting.
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Grand County Sheriff's Office

07/16/19
14:06

Grand County Sheriff's Office

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07/16/19
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during Rally on the Rocks

TOTAL BY CATEGORY
Accidents 2
Parking Problem 1
Reckless Driver 2
Traffic Stop 6
Information 1
Extra Patrol 6
911 2
Phone Call 1
**AGENDA SUMMARY**

**GRAND COUNTY COUNCIL MEETING**

**JULY 16, 2019**

**AGENDA ITEM: J**

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<th><strong>TITLE:</strong></th>
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<tr>
<td><strong>PRESENTER(S):</strong></td>
<td>Verleen Striblen</td>
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**Prepared By:**

Verleen Striblen  
Director  
Grand Center

**BACKGROUND:**

Summary of activities of the Grand Center for 2018

**FOR OFFICE USE ONLY:**

Attorney Review:

N?A
In 2018, the Center collected $12,240 in revenue for 170 events.

Senior services provided

- Congregate meals: 11,727 unduplicated 189
- Home Delivered meals: 14,989 unduplicated 99
- Transportation: 2736 one way trips unduplicated 22
- Activities 120 unduplicated
- Help with Medicare 35
- Stepping On Class, 6 week class with 8 participants
- Trips: Glenwood Springs by train, Nine Mile Canyon, Abajo Mountains

2017 Numbers

Center use 199 events $13,562.00
Congregate meals 12,983 meals, 195 unduplicated
Home Delivered meals 15,857, 102 unduplicated
Transportation 3018 one-way rides, 35 unduplicated
Activities 104 unduplicated
Medicare 31
July 2, 2019

Mayor, Commissioner, Manager, or Director
Grand County
125 E. Center Street
Moab, UT 84532

Dear Trust Member,

At the annual meeting I announced our new Team Appreciation and Recognition Program (TARP). The TARP provides members with a 5% return of both your liability and workers compensation premium. The TARP simplifies and replaces the former Trust Accountability Program (TAP). There is only one element required for TARP, a qualified Team Appreciation and Recognition Program. Of course, all Best Practices of the former TAP are still important and encouraged.

The TARP is a simple, fun, and engaging way to help reduce loss and injury in the workplace and our communities – keeping people safe. It’s simple and it works. Dozens of Trust members are experiencing tremendous success from embracing TARP (see attached). As a byproduct, we’re able to cut costs and save money. It works and benefits you.

The formula is simple, your people come together to develop a Team Appreciation and Recognition Program including the following elements:

1. Measurement (consistent tracking of loss and injury frequency)
2. Accountability (frequent reporting to keep teams informed and involved)
3. Celebration (frequent low cost, high impact appreciation and recognition)

Good news: The Trust will gather, track, and measure your loss and injury frequency (#1). The Trust will also create and update your accountability reports (#2). You provide the low cost, high impact Team Appreciation and Recognition (#3).

In addition to moving the needle in measures of safety and performance, members embracing TARP report a significant increase in employee morale, teamwork, and productivity.

We will reach out to you with more details and support.

Thank you for your membership in the Trust and thank you for Being All In.

Sincerely,

Steven A. Hansen CEO

Attachment
SPRINGVILLE - POLICE
Team Appreciation and Recognition

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TEAM 1
TEAM 2
TEAM 3
TEAM 4
TEAM 5
TEAM 6

Springville - Police Frequency Trend
Average Claims Per Month

TEAM PERFORMANCE
Accident Free vs Not

PAYSON
Team Appreciation and Recognition

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TEAM 1
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Payson Frequency Trend
Average Claims Per Month

TEAM PERFORMANCE
Accident Free vs Not
SUMMIT COUNTY
Team Appreciation and Recognition

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Summit County Trend
Average Claims Per Month

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Team Appreciation and Recognition

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Wasatch Front Trend
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Team Performance
Accident Free vs Not Accident Free

| Teams | 1, 5, 8, 9 | 2, 3, 4, 6, 10, AC |

- Accident Free
- Not Accident Free
The mission of the Utah judiciary is to provide the people an open, fair, efficient, and independent system for the advancement of justice under the law.
# Table of Contents

1. List of Utah Judicial Nominating Commissions .......................................................... 5
2. Introduction .................................................................................................................. 5
3. Merit Selection of Judges ............................................................................................ 6
4. Composition of Utah Judicial Nominating Commissions ......................................... 7
5. The Application Process .............................................................................................. 8
   a. Notice of Vacancy .................................................................................................. 8
   b. Applications ......................................................................................................... 8
      i. Adverse References ............................................................................................ 9
      ii. Additional References .................................................................................. 9
      iii. Reference Letters ....................................................................................... 9
      iv. Deadline ......................................................................................................... 9
   c. Recruitment ............................................................................................................ 9
   d. Pre-screening by Staff ....................................................................................... 10
   e. Distribution of Application Materials ................................................................. 10
6. Organizational Meeting .............................................................................................. 10
   a. Introduction .......................................................................................................... 10
   b. Conduct of Meetings ........................................................................................... 11
   c. Ethical and Legal Obligations ........................................................................... 11
   d. Administrative Issues ......................................................................................... 12
   e. Timetable .............................................................................................................. 13
   f. Public Testimony ................................................................................................. 14
   g. Initial Screening by Commission ..................................................................... 14
7. Investigation of Screened Applicants; Further Screening ......................................... 15
   a. Summary Staff Investigation of Applicants ....................................................... 15
   b. Further Investigation by Staff and Commission ............................................... 16
   c. Report of Investigation Results ....................................................................... 16
   d. Further Screening and Selection of Interviewees .............................................. 16
8. Evaluation Criteria ...................................................................................................... 17
   a. Constitutional and Statutory Minimum Requirements .................................... 17
   b. Qualities of Judges ............................................................................................ 17
      i. American Bar Association Guidelines .......................................................... 18
(ii) Other Considerations for Qualification ................................................................. 22

(9) The Interview ........................................................................................................... 22
   (a) Scheduling Interviews ....................................................................................... 22
   (b) Preparation for Interviews ................................................................................. 23
   (c) Suggested Questions ......................................................................................... 23

(10) Selection of Nominees .......................................................................................... 24
   (a) Order of Debate and Voting .............................................................................. 24
   (b) Public Comment Regarding Nominees; Removal of Nominee ....................... 25
   (c) Submitting Nominees ...................................................................................... 25
   (d) Nominee Selection and Certification ............................................................... 26
## (1) List of Utah Judicial Nominating Commissions by Counties

<table>
<thead>
<tr>
<th>Counties Served</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Box Elder, Cache, Rich</td>
<td>1</td>
</tr>
<tr>
<td>Davis, Morgan, Weber</td>
<td>2</td>
</tr>
<tr>
<td>Salt Lake, Summit, Tooele</td>
<td>3</td>
</tr>
<tr>
<td>Juab, Millard, Utah, Wasatch</td>
<td>4</td>
</tr>
<tr>
<td>Beaver, Iron, Washington</td>
<td>5</td>
</tr>
<tr>
<td>Garfield, Kane, Piute, Sanpete, Sevier, Wayne</td>
<td>6</td>
</tr>
<tr>
<td>Carbon, Emery, Grand, San Juan</td>
<td>7</td>
</tr>
<tr>
<td>Daggett, Duchesne, Uintah</td>
<td>8</td>
</tr>
</tbody>
</table>

Nominating committees are formed in a county as needed to fill a judicial vacancy. Individuals appointed to these committees serve a four year term and may be called upon any time a new vacancy occurs within that county during their term. The two commission members selected by the local government which has posted the vacancy (see Composition of Utah Judicial Nominating Commissions) are not subject to the four year term.

## (2) Introduction

Utah judicial nominating commissions serve a critical function. The work of a commission marks the beginning of a process that culminates in the appointment by the local government executive of a new member of the judiciary. Service on a judicial nominating commission is, therefore, a serious undertaking. It requires a willingness to devote the time and energy to nominate the candidates who will most effectively enhance the quality of the bench. It requires the discipline to work in a group and within the confines of a strict timetable. It requires the commitment to proceed through the various steps of the judicial nomination process with care and integrity. While the work of a judicial nominating commission is both concentrated and time consuming, participants will find satisfaction in the knowledge that their work directly improves the quality of Utah's judicial system.

Throughout their thoughtful and impartial deliberations, the commissioners must hold the public interest foremost in the decision making process. The quality of Utah's judiciary rests initially in the nomination of candidates by the commissioners. The commissioners have many applicants from which to choose. Consequently, only extreme diligence by the nominating commission assures that all of the nominees submitted to the local government executive will strengthen the state's judiciary.

This manual was developed to assist Utah's judicial nominating commissions by providing a common background of information and by establishing guidelines both for commission procedures and applicant evaluation. Its goal is to enhance the efficiency of the nominating process by resolving procedural issues and preserving the time of the commissioners for a more thorough investigation and evaluation of applicants. It also
seeks to articulate the qualifications and some of the more important qualities for judicial office, thus providing practical guidelines for applicant evaluation.

(3) Merit Selection of Judges

The office of judge is unique in our society. A judge is a public servant holding an office of high public trust and so should answer to the public. However, the obligation of a judge is to resolve disputes impartially and base decisions solely upon the facts of the case and the law. A judge, therefore, should be insulated from public pressure.

The federal government and the states balance the competing interests of judicial accountability and judicial independence in a variety of ways. A federal judge, for example, is almost completely insulated from public pressure by serving a life term. There are two basic approaches to judicial selection and retention at the state level. Judges of many states face periodic partisan or nonpartisan elections which force them to act as politicians as well as jurists. Other states, including Utah, have decided to choose their judges by merit selection.

Merit selection was developed as an alternative to the federal system and to state systems requiring that judges run in contested elections, both of which have been criticized as unduly politicizing the judiciary and undermining the integrity of the law. Merit selection plans have been in the process of development in many states since 1913 under the auspices of the American Judicature Society, a non-profit, non-partisan organization formed to improve the judicial selection process. Utah initially developed its merit selection system by statute in 1967 to govern gubernatorial appointments and combined it with nonpartisan, contested elections for retention. The revised Judicial Article of the Utah Constitution, effective July 1, 1985, established merit selection as the exclusive method of choosing a state court judge. Legislation passed in 1994 changed the composition of the nominating commissions and the method of selecting commission members. However, despite the changes in the commission composition and selection, the over arching goal of the system -- the nomination and appointment of the best qualified candidates on a nonpartisan basis -- remains unchanged. As stated in the Utah Constitution: “Selection of judges shall be based solely upon consideration of fitness for office without regard to any partisan political consideration.”

There are five steps in the Utah merit selection plan: nomination, appointment, confirmation, certification and retention. The nomination of judges includes several steps preceding the selection of nominees. A commission has 45 days from its first meeting to complete this process. The steps of the nomination process include:

- the application process;
- screening of applicants by staff to determine minimum constitutional qualifications for office;
- the organizational meeting including public testimony;
- screening of applicants by the commission based only on the application materials;
- the summary investigation of applicants by staff;
- investigation of the applicants as determined by the commissioners;
- the screening of applicants prior to interviews;
• preparation for the interviews;
• personal interviews of the candidates;
• selection of a preliminary list of nominees;
• public dissemination of the names of the proposed nominees and public comment upon their qualification for office;
• further investigation of the proposed nominees as determined by the commissioners;
• final selection of the nominees; and
• submitting the nominees to the local government executive.

The local government executive must appoint one of the nominees within thirty days of receiving the nominations.

After certification by the Judicial Council, the new judge assumes the duties of the bench for three years before facing the first unopposed retention election. In the unopposed retention election, the electorate is asked whether the judge should be retained in office. Thereafter, the term of office of a judge is six years. At the end of each term of office, the judge faces another unopposed retention election.

(4) Composition of Utah Judicial Nominating Commissions

The justice court nominating commissions are established by statute, and their composition is determined by statute. A county justice court nominating commission will be created when there is a vacant justice court judge position or when a new position is created. Membership of the county justice court nominating commission shall include:

1. One member appointed by the county commission if the county has a commission form of government

   OR

   The county executive if the county has an executive-council form of government

2. One member appointed by the municipalities in the counties as follows:
   - If the county has only one municipality, appointment shall be made by the governing body of that municipality; or
   - If the county has more than one municipality, appointment shall be made by a municipal selection committee composed of the mayors of each municipality in the county

3. One member appointed by the county bar association
   - If there is no county bar association, the member shall be appointed by the regional bar association. If no regional bar association exists, the state bar association shall make the appointment

4. Two members appointed by the governing authority of the jurisdiction where the judicial office is located

Reference Table:
<table>
<thead>
<tr>
<th>Number of appointees</th>
<th>Appointing Authority</th>
<th>Term of Appointment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>County commission/executive</td>
<td>4 years</td>
</tr>
<tr>
<td>1</td>
<td>Municipality/Municipal selection committee comprised of mayors of each municipality</td>
<td>4 years</td>
</tr>
<tr>
<td>1</td>
<td>County Bar Association</td>
<td>4 years</td>
</tr>
<tr>
<td>2</td>
<td>Governing authority of the jurisdiction where judicial vacancy is located</td>
<td>No term – varies by vacancy</td>
</tr>
</tbody>
</table>

Nominating commission members may not be elected officials of the county or municipality. Members of the commission are not eligible to apply for judicial vacancies within the appointing county during their term and may not be closely related to an applicant (see 6c). Commissioners are not paid for their work, but they may receive reimbursement for any necessary expenses incurred in the performance of their duties.

(5) The Application Process

(a) Notice of Vacancy

The notice of vacancy is in the form of a press release. The notice includes the jurisdiction of the court, the constitutional minimum requirements for judicial office (see Section 7, Evaluation Criteria), a brief description of the work of the court, the method for obtaining application forms, the application deadline, the names and cities of residence of commission members, when available (if appointments are pending, this will also be indicated), and the method for submitting oral or written testimony at the organizational meeting.

The notice is prepared by the Administrative Office of the Courts and is released to the Salt Lake Tribune, the Deseret News, the Utah State Bar and newspapers with circulation within the geographic venue of the court. Press releases are also provided to the network affiliated television stations in Salt Lake City.

(b) Applications

Application forms and the required waivers are available from and should be submitted to the Administrative Office of the Courts, Attention: Judicial Nominations, P.O. Box 140241, Salt Lake City, Utah 84114-0241 or at Scott M. Matheson Courthouse, 450 South State Street, Suite N31. Application and waiver forms are available on preprinted forms and in an electronic format.

The application package consists of the following:

a) An original and six copies of the application form.
b) An original and six copies of the applicant's resume.
c) A check or money order payable to the Administrative Office of the Courts for $8.70 to cover the cost of a credit check.
d) A waiver of the right to review the records of the commission.
e) A waiver of confidentiality of records.
f) A one paragraph summary of professional qualifications that will be made available to the public if the applicant’s name is released for public comment prior to nomination.

The waiver of confidentiality pertains to records which are the subject of investigation by the commission.

If the applicant has applied for another judicial position within the prior year, the applicant may submit copies of the application package from the previous vacancy with a letter of interest that includes a summary of any changes to the previous application package and a check or money order for the credit check.

(i) Adverse References

The application provides space for listing references. However, letters of recommendation are not submitted by the applicant. The judicial nominating commission selects from among the references listed, and the commission or its staff contacts the references.

(ii) Reference Letters

The judicial nominating commission or its staff contacts a minimum of three of the references listed on the application form and requests the references to complete and submit a standard reference letter approved by the Judicial Council. The commission may designate other references to be contacted either by the standard reference letter or by other means.

(iii) Deadline

The deadline for filing applications is established by the published notice. The minimum application period is 15 days, but the notice of vacancy may provide for an extended application period. If fewer than nine applications are received the vacancy must be announced for an additional 15 days. If, in counties of the first and second class, there are not at least three qualified applicants the position shall be re-advertised and applications may be accepted from persons who are not residents of the county or an adjacent county in which the court is located. Also in such circumstances applicants would only be required to have, at the minimum, a high school diploma or GED. See U.C.A.§78A-7-201.

The application is considered submitted upon receipt by the Administrative Office of the Courts with inclusion of all required application materials listed above. The Administrative Office of the Courts is not responsible for applications mailed but not delivered.

A notice of receipt is sent to the applicant. If the application is incomplete, the applicant is notified of the deficiency. The application may not be considered timely filed unless the deficiency is corrected before the application period closes.

(c) Recruitment

If commissioners wish to solicit individuals to apply for judicial vacancies they may do so directly or request that staff from the Administrative Office of the Courts solicit
applications of specific individuals by writing a letter indicating that the individual's name has been referred as a potential judicial applicant and inviting the individual to submit an application. If a third party presents the name of a potential applicant to a commissioner, the same procedure should be followed. Staff members should not personally solicit applications without a request by a commissioner.

(d) Pre-screening by Staff

After the expiration of the filing deadline, the staff person assigned to a nominating commission reviews the applications to screen out those applicants not meeting the minimum constitutional qualifications for office. A list of any applicants identified as not meeting the minimum qualifications and the deficiency is provided to all commissioners. Those applicants not successfully passing the pre-screening are advised by letter from the staff.

(e) Distribution of Application Materials

After the close of the application process, the staff to the commission delivers a copy of each application and resume and a list of all applicants in alphabetical order to the commissioners. All application materials are returned to the staff of the commission at the close of the nomination process in accordance with the section governing records.

(6) Organizational Meeting

(a) Introduction

The date, time, and place of the organizational meeting are published as a part of the notice of the vacancy or in a separate public notice. Commissioners are notified individually of the commission's first meeting prior to the public notice if possible. The organizational meeting should be held as soon as practicable after the close of the application deadline.

The importance of this initial meeting cannot be overstated. If the commission is not well organized, it likely will face problems later. The least of these problems is the inefficient use of limited time. More serious problems such as breaches of ethics and confidentiality or disputes over voting procedures may develop. The organizational meeting is used to anticipate these problems before they occur.

The commission should accomplish five things during the organizational meeting. During the public portion of the meeting:

1. The commission should discuss issues of ethics and legal obligations (6c).
2. The commission should consider any administrative or procedural questions (6d).
3. The commission should develop a realistic time table in which to accomplish its many tasks (6e).
4. The commission should receive oral and written testimony from the public about community needs, the qualifications for the judicial office, and the nominating process, but not about individual applicants (6f).
5. After the public portion of the meeting, the commission should go into executive session to discuss the qualifications of applicants and make an
initial screening of the applicants. This initial screening of applicants by the commission is based upon the information contained in the application materials (6g).

(b) Conduct of Meetings

The chair of each nominating commission presides at all meetings and ensures that each commissioner has the opportunity to be a full participant in the commission process. For the purpose of organizing the first meeting, the chair of each nominating commission will be the appointed representative from the Bar. During the nominating commission’s first meeting, the commission will select a chair. All commission members shall have the opportunity to question applicants and to discuss the qualifications of applicants. In questioning applicants and discussing the qualifications of applicants, the chair shall speak last.

(c) Ethical and Legal Obligations

The organizational meeting is the appropriate time and place to address any issues regarding commission ethics that may be of concern. It is far better to try to anticipate problems and avoid them than to try to solve them once they occur. The goal of commissioners should be to avoid not only impropriety itself, but also the appearance of impropriety.

Failure to Follow Law or Procedures. If a commissioner fails or refuses to follow statutes, rules, or this manual regulating the nomination of candidates, the commissioner is disqualified from the commission, and the local government executive shall appoint a replacement as provided by statute.

Confidentiality. The names of the nominees are released to the public for the purpose of comment prior to submission to the local government executive, and the application materials and investigation reports for the nominees are forwarded to the local government executive. Otherwise, the policy in Utah is to maintain the confidentiality of all applicants and of all investigation sources. Subject only to the responsibility to report violations of the law and breaches of professional ethics, information provided by the applicant and information gathered as a result of the investigation are not disclosed. However, if an applicant is selected as a nominee, the application package of the nominee and the results of any investigation, including information from investigation sources, are forwarded to the local government executive. The application and investigation results are not otherwise disclosed by the commission.

Relationship to the Applicant. Perhaps one of the most common problems faced by nominating commissions is that some commissioners have a business, professional, or personal relationship to one or more of the applicants. Commissioners are required to disclose to the commission the existence and nature of such relationships, including any adverse relationship. These declarations should be made prior to screening the applicants. If an applicant is a commissioner’s spouse or a person within the third degree of relationship to a commissioner, (grandparents; parents or parents-in-law; aunts or uncles; children, nieces and nephews and their spouses) that commissioner must disqualify him/herself from the nominating commission process. If a commissioner
declares some other type of relationship with an applicant, the other commission
members must decide if that relationship constitutes a conflict of interest. If they so
decide, the commissioner disclosing the relationship must disqualify him/herself from
the nominating commission process. If the other commission members decide, by a
majority vote, that the relationship does not constitute a conflict of interest, the
commissioner disclosing the relationship may participate in the process. Only
declarations which are determined by the commission to pose a conflict of interest are
recorded in the minutes of the meeting. If a commissioner is recused for a conflict of
interest or is otherwise unable to serve, the vacant position is filled by the appropriate
appointing authority. The commissioner may continue to serve until a successor is
appointed, but the commissioner may not vote for so long as the grounds for recusal
continue. If the grounds for recusal are eliminated, the commissioner shall participate
fully in the nomination process.

Solicited Information. Commission members should inquire on their own regarding
the qualifications of judicial applicants. Commissioners should seek information from
any source likely to provide insight into the qualifications and ability of individual
applicants to serve in the judiciary, including but not limited to attorneys, judges,
members of the executive and legislative branches of government, business associates,
neighbors and acquaintances. The commission should not solicit information from
clients of lawyer applicants, unless the applicant has approved the solicitation. The
names of applicants are formally confidential during this phase so inquiries should be
discreet. However, it obviously will be necessary to reveal the name of an applicant
when inquiring of others about the applicant. Information so gathered will be helpful to
the commission in the process of its deliberations.

Unsolicited Information. The commission may receive unsolicited information or
statements from third parties supporting or opposing an applicant. These should be
received, considered, and, if appropriate, investigated. The response to the writer or
caller should be uniform. The commission member or its staff should explain the
impartial procedures that all applicants must complete and thank the individual for the
information.

Contact with an Applicant. Commissioners should refrain from discussion with an
applicant about his/her application. Feedback on interview performance should not be
provided by commission or staff members to applicants.

Commissioner Bias. All people have particular philosophies and viewpoints. Commissioners can only realize that these biases exist and make every effort to ensure
that they do not cloud the decision making process.

Legal Requirements. Sections of the Utah Constitution and Code applicable to the
nomination and election of judges are provided to commission members.

(d) Administrative Issues
The organizational meeting should be used to answer any questions or concerns of
the commissioners. A few issues are outlined here.

Reimbursement of Expenses. Commissioners are entitled to be reimbursed for all
actual and necessary expenses incurred in the course of their duties as commissioners.
Mileage records and expense receipts should be submitted to the staff person assigned to the commission at or soon after the final meeting of the commission. Note, however, that if the work of the commission begins in one fiscal year and continues into the next fiscal year, expenses must be reimbursed with funds from the year in which the expenses were incurred. Requests for reimbursement of expenses incurred during one fiscal year must be submitted no later than July 20 of the next fiscal year. The fiscal year ends June 30.

**Records.** By statute, the Administrative Office of the Courts serves as staff to each of the nominating commissions. Forms are available from and all records of the commissions are maintained in that office. The notes of the commissioners are their own and are not filed with the Administrative Office of the Courts.

Summary minutes only, and not verbatim minutes, are maintained of all commission meetings including interview meetings and voting meetings. The minutes include:

a) The date, time, and place of the meeting.
b) A list of the commissioners present and a list of those absent or excused.
c) A list of staff members present.
d) A general description of the nature of the business to be conducted.
e) A general description of the decisions made.
f) Any declarations by commissioners of a relationship, interest, or bias concerning any applicant.
g) A record of the total tally of all votes, but not the vote of individual commissioners.
h) Written statements submitted to the commission regarding issues facing the judiciary.
i) Any other matter desired by the commission to be recorded.

All records of the commission are maintained by the staff member assigned to the nominating commission by the Administrative Office of the Courts, but are not subject to public disclosure. The records are maintained until the appointee of the local government executive takes the oath of office. The records are then destroyed.

**Quorum.** Three commissioners must be present to conduct any business. Commissioners may be present through electronic means such as telephone or video conferencing. If a written ballot is required of a commissioner present through electronic means, the commission may submit the vote by fax, electronic mail, or other electronic means. The commission should take steps to secure the confidentiality of debate and votes made by electronic means.

**(e) Timetable**

The commission should develop a timetable of specific dates for the completion of the various steps in the nomination process. The commission should establish a deadline for each interim step in the process. Including the organizational meeting, commissioners will usually meet formally two to three times.
(f) Public Testimony

The public portion of the organizational meeting is used to develop oral and written testimony about issues of local concern, the general qualifications of judges, and constructive recommendations to the Judiciary. Statements concerning particular applicants or cases are prohibited. It is important at the initial meeting to develop a good sense of the interests of the communities served by a court. This is especially difficult in Utah where the jurisdiction of a court usually covers several counties.

The procedure for submitting written statements or a request for time to deliver an oral statement at the organizational meeting is as follows. Any interested person or organization may submit written statements to the Administrative Office of the Courts. A written statement may be accompanied by a request for time to present the statement orally to the commission. Requests for time to present an oral statement are not preferred unless accompanied by the written statement. The chair of the commission may permit a person to present an oral statement without submitting a written statement. A maximum time limit for oral statements is five minutes. A judge appointed by the Board of Justice Court Judges is invited to speak to the commission to address the importance of justice court judge selection without submitting a written statement.

The chair of the commission retains the discretion to deny a written request for oral testimony only to ensure the orderly conduct and timely completion of the public portion of the organizational meeting. If permission to provide oral testimony is granted, the person requesting permission is notified by staff in the Administrative Office of the Courts. All written statements become a part of the record of the commission. The substance of the statement and identification of the author are publicly disclosed at the organizational meeting. The statement may be read verbatim.

(g) Initial Screening by Commission

A screening process may be needed to reduce the number of applicants to a manageable number for purposes of further investigation and selecting candidates for interview. The initial screening should occur at the organizational meeting and is based upon the applicants' application and resume, and other application materials.

The objective of the commission in screening applicants is not to retain for further investigation and interviews all applicants who may conceivably be qualified but to retain enough applicants so as to be reasonably certain that the best qualified applicants are among them, given the information available to the commission at the time, the number of vacancies to be filled, and the overall quality of the applicant pool. The commission members review the application materials available, discuss the qualifications of the applicants, compare the information with the evaluation criteria, and vote to retain or eliminate an applicant. Depending upon the size and relative qualifications of the applicant pool, the commission may complete the screening at the organizational meeting, or the commission may complete the screening at a subsequent meeting at which the results of the investigation are available.

During the initial screening, unrestricted voting is acceptable. However, when voting for final nominees, voting is conducted by confidential ballot. Each commissioner is provided a ballot with the names of all applicants to be voted upon in alphabetical order.
Next to each applicant's name is a space designated “yes” and a space designated “no.” The commissioner casts an affirmative or a negative vote for each applicant. The votes are tallied by the staff person and chair of the commission. All applicants receiving at least three affirmative votes shall be retained for further consideration. If after voting the commission determines there are too many applicants remaining given the number of vacancies and the overall quality of the applicant pool, the commission may further discuss the qualifications of applicants and conduct another round of voting. For each applicant retained after screening is concluded, the commission identifies the references listed by the applicant to be contacted by staff.

The total vote tally, but not the vote of individual commissioners, is recorded in the minutes of the commission. After the total vote tally is verified and recorded, the voting ballots are destroyed.

Those applicants not selected for investigation and a possible interview shall be notified by the commission staff.

(7) Investigation of Screened Applicants; Further Screening

(a) Summary Staff Investigation of Applicants

After screening out those applicants not meeting the minimum constitutional requirements, and after initial screening by the commission, the Administrative Office of the Courts conducts a summary investigation of all remaining applicants. The commission may conduct a further investigation, or may direct staff to do so, of any applicant remaining after screening.

As a part of the summary investigation, the staff person shall:

a) *Order a summary credit check of the applicant.

b) Contact a minimum of three references listed by the applicant and designated by the commission for a recommendation.

c) Contact the disciplinary committee of any state bar of which the applicant is or was a member to determine the existence of any disciplinary action.

d) Contact the judicial disciplinary agency of any jurisdiction where the applicant was a judge to determine the existence of any disciplinary action.

e) *Contact the Bureau of Criminal Identification (BCI) to determine whether the applicant has any criminal record.

*May be completed during pre-screening process depending upon the size of the applicant pool.

An applicant's personal physician may be contacted and asked to disclose the particulars of an applicant's medical history only if the sound mental health of an otherwise qualified applicant becomes an issue of concern to the commission. Any inquiry will be limited to information necessary to resolve the particular concern.

Because an applicant may be screened from further consideration based on the results of the investigation, the applicant may have no opportunity to rebut claims made during the investigation. Therefore, it is essential that the investigation be thorough and without errors.
(b) Further Investigation by Staff and Commission

The commission may direct that a more in-depth background investigation be conducted by the staff of the Administrative Office of the Courts on any applicant remaining after screening. Staff conducting the investigation should accomplish the following:

a) Coordinate a background check with law enforcement agencies to determine if the applicant has been or is the subject of a criminal investigation or has any record of past criminal activity.
b) Contact current or former employers, partners, or associates.
c) Contact any listed professional and civic organizations to determine the level of the applicant’s activity.
d) Contact any references listed by the applicant.
e) Follow up on any areas of concern raised by any member of the nominating commission or otherwise revealed during the screening process.

In addition to any investigation conducted by staff, commission members should inquire on their own regarding the qualifications of judicial applicants. Commissioners should seek information from any source likely to provide insight into the qualifications and ability of individual applicants to serve in the judiciary, including but not limited to attorneys, judges, members of the executive and legislative branches of government, business associates, neighbors and acquaintances. The commission should not solicit information from clients of applicants, unless the applicant has approved the solicitation. The names of applicants are formally confidential during this phase so inquiries should be discreet. However, it obviously will be necessary to reveal the name of an applicant when inquiring of others about the applicant.

(c) Report of Investigation Results

Prior to the meeting for the further screening of applicants and the selection of candidates for interview, or, if no subsequent screening is needed to reduce the applicant pool further, prior to the meeting for interviews, each commissioner receives the following for each applicant:

a) A copy of the application form and resume.
b) A summary report of information contained in the application and information gathered as a result of the staff investigation. Credit check and BCI information is summarized orally with the nominating commission. This information may be shared with the commission during the initial meeting and screening of applicants if the size of the applicant pool warrants only one meeting prior to interviews. The summary report is intended only as a tool for the commissioners in organizing the often voluminous information. The report contains neither recommendations nor evaluations concerning the applicant.
c) Copies of reference letters received.

(d) Further Screening and Selection of Interviewees

If there is a second screening of applicants before interviews, the commission screens the applicants based upon the results of investigations. The commission should
conduct the voting for this subsequent screening of applicants in the same manner as the initial screening.

(8) Evaluation Criteria

(a) Constitutional and Statutory Minimum Requirements

Age. U.C.A. Section 78A-7-201 requires that a justice court judge must be 25 years old.

Residency. Justice court judges must be a resident of the county in which the court is located or an adjacent county for at least six months immediately preceding appointment and be a qualified voter of the county in which the judge resides.

Education Requirements. In counties of the first and second class, a justice court judge shall have a degree from a law school that makes one eligible to apply for admission to the bar in any state. In counties of the third, fourth, fifth and sixth class, a justice court judge shall have at the minimum a high school diploma or GED.

Restricted Activities. Section 78A-7-206 of the Utah Code establishes further restrictions on the activity of judges.

(1) A justice court judge may not appear as an attorney in any criminal matter in a federal, state, or justice court or appear as an attorney in any justice court or in any juvenile court case involving conduct which would be criminal if committed by an adult.

(2) A justice court judge may not hold any office or employment including contracting for services in any justice agency of state government or any political subdivision of the state including law enforcement, prosecution, criminal defense, corrections, or court employment.

(3) A justice court judge may not hold any office in any political party or organization engaged in any political activity or serve as an elected official in state government or any political subdivision of the state.

(4) A justice court judge may not own or be employed by any business entity which regularly litigates in small claims court.

(b) Qualities of Judges

The following criteria for evaluating applicants are derived from the American Bar Association's Guidelines for Reviewing Qualifications of Applicants for State Judicial Office, which offer some guidance for determining “fitness for office.” Following the ABA guidelines are some additional considerations. Although not all justice court judges are required to be attorneys, these modified guidelines provide useful suggestions and standards for all applicants.
(i) American Bar Association Guidelines

Introduction

Below is a section of the American Bar Association Guidelines that are applicable to the justice court judge. These guidelines are intended for use by bar association committees and judicial nominating commissions which are evaluating applicants for state and local judicial office. It is assumed that the evaluators desire to recommend to the electorate or to the appointing authority the applicants who are most qualified by virtue of merit.

The guidelines attempt to identify those characteristics to be sought after in the judicial applicants. They attempt to establish criteria for the prediction of successful judicial performance. The identified traits are not mutually exclusive and cannot be wholly separated one from another. The outlined areas have been selected as essential for inquiry in considering all applicants for judicial office. With the exception of integrity, which is always indispensable, the degree to which the characteristics should be present in any particular applicant may vary in relation to the responsibility of the office.

These guidelines are not intended to deal with methods or procedures for judicial selection; nor are they intended to provide specific operating rules for the commissions and committees. The guidelines are not intended as a definitive review of the qualifications of sitting judges when being considered for retention or evaluation, since judicial experience will then provide important additional criteria which are treated elsewhere.

It is hoped that the use of these guidelines, if made known to the public and the press, will enhance the understanding and respect to which the judiciary is entitled in the community being served. The ultimate responsibility for selecting the judiciary is in the appointing power of any given judicial system. The function of these guidelines is to present minimum criteria for appointment; the more rigorous the criteria the better the quality of the judiciary.

1. Integrity. An applicant should be of undisputed integrity.

The integrity of the judge is, in the final analysis, the keystone of the judicial system; for it is integrity which enables a judge to disregard personalities and partisan political influences and enables him or her to base decisions solely on the facts and the law applicable to those facts. It is, therefore, imperative that a judicial applicant's integrity and character with regard to honesty and truthfulness be above reproach. An individual with the integrity necessary to qualify must be one who is able, among other things, to speak the truth without exaggeration, admit responsibility for mistakes and put aside self-aggrandizement. Other elements demonstrating integrity are intellectual honesty, fairness, impartiality, ability to disregard prejudices, obedience to the law and moral courage.

An applicant's past personal and professional conduct should demonstrate consistent adherence to high ethical standards. If applicable, the evaluator should make inquiry of judges before who the applicant has appeared and among other members of the bar as to whether or not an applicant's representations can be relied upon. An applicant's disciplinary record, if any, should be considered. Hence, an applicant should
waive any privilege of confidentiality, so that the appropriate disciplinary body may make available to the evaluator the record of disciplinary sanctions imposed and the existence of serious pending grievances. The reputation of the applicant for truthfulness and fair dealing in extra-legal contexts should also be considered. Inquiry into an applicant's prejudices that tend to disable or demean others is relevant. However, since no human being is completely free of bias, the important consideration is that of whether or not the applicant can recognize his or her own biases and set them aside.

2. Legal Knowledge and Ability. An applicant should possess a high degree of knowledge of established legal principles and procedures and have a high degree of ability to interpret and apply them to specific factual situations.

Legal knowledge may be defined as familiarity with established legal principles and evidentiary and procedural rules. Legal ability is the intellectual capacity to interpret and apply established legal principles to specific factual situations and to communicate, both orally and in writing, the reasoning leading to the legal conclusion. Legal ability connotes also certain kinds of behavior by the judge such as the ability to reach concise decisions rapidly once he or she is apprised of sufficient facts, the ability to respond to issues in a reasonably unequivocal manner and to quickly grasp the essence of questions presented.

Legal knowledge and ability are not static qualities, but are acquired and enhanced by experience and the continual learning process involved in keeping abreast of changing concepts through education and study. More important is the demonstration of an attitude reflective of willingness to learn the new skills and knowledge which will from time to time become essential to a judge's performance and of a willingness to improve judicial procedure and administration.

A review of an applicant's academic distinctions and professional colleagues who have had first-hand dealings with the applicant will be helpful in evaluating knowledge and ability.

3. Professional Experience. Professional experience should be long enough to provide a basis for the evaluation of the applicant's demonstrated performance and long enough to ensure that the applicant has had substantial experience that would allow them to successfully analyze legal problems and the judicial process.

The extent and variety of an applicant's experience should be considered in light of the nature of the judicial vacancy that is being filled. A successful applicant will have a broad range of professional and life experiences that will add depth to the judicial office they hold.

4. Judicial Temperament. An applicant should possess a judicial temperament, which includes common sense, compassion, decisiveness, firmness, humility, open-mindedness, patience, tact and understanding.

Judicial temperament is universally regarded as a valid and important criterion in the evaluation of an applicant. There are several indicia of judicial temperament which, while premised upon subjective judgment, are sufficiently understood by lawyers and non-lawyers alike to afford workable guidelines for the evaluator.
Among the qualities which comprise judicial temperament are patience, open-mindedness, courtesy, tact, firmness, understanding, compassion and humility. Because the judicial function is essentially one of facilitating conflict resolution, judicial temperament requires an ability to deal with counsel, jurors, witnesses and parties calmly and courteously, and the willingness to hear and consider the views of all sides. It requires the ability to be even-tempered, yet firm; open-minded, yet willing and able to reach a decision; confident, yet not egocentric. Because of the range of topics and issues with which a judge may be required to deal, judicial temperament requires a willingness and ability to assimilate data outside the judge's own experience. It requires, moreover, an even disposition, buttressed by a keen sense of justice which creates an intellectual serenity in the approach to complex decisions, and forbearance under provocation. Judicial temperament also implies a mature sense of proportion; reverence for the law, but appreciation that the role of law is not static and unchanging; understanding of the judge's important role in the judicial process, yet recognition that the administration of justice and the rights of the parties transcend the judge's personal desires. Judicial temperament is typified by recognition that there must be compassion as the judge deals with matters put before him or her.

Factors which indicate a lack of judicial temperament are also identifiable and understandable. Judicial temperament thus implies an absence of arrogance, impatience, pomposity, loquacity, irascibility, arbitrariness or tyranny. Judicial temperament is a quality which is not easily identifiable, but which does not wholly evade discovery. Its absence can usually be fairly ascertained.

Wide-ranging interviews should be undertaken to provide insight into the temperament of a judicial applicant.

5. Diligence. An applicant should be diligent and punctual.

Diligence is defined as a constant and earnest effort to accomplish that which has been undertaken. While diligence is not necessarily the same as industriousness, it does imply the elements of constancy, attentiveness, perseverance, and assiduousness. It does imply the possession of good work habits and the ability to set priorities in relation to the importance of the tasks to be accomplished.

Punctuality should be recognized as a complement of diligence. An applicant should be known to meet procedural deadlines in trial work and to keep appointments and commitments. An applicant should be known to respect the time of other lawyers, clients and judges.

6. Health. A candidate should be in good health.

Good health embraces a condition of being sound in body and mind relative to the extraordinary decision making power vested in judges. Physical disabilities and diseases which do not prevent a person from fully performing judicial duties will not be a cause for rejection of a candidate. However, any serious condition which would affect the candidate's ability to perform the duties of a judge may be further investigated by the evaluator. The evaluator may require a candidate to provide a physician's written report of a recent thorough medical examination addressing the condition of concern.
Good health includes the absence of erratic or bizarre behavior which would significantly affect the candidate's functioning as a fair and impartial judge. Addiction to alcohol or other drugs is of such an insidious nature that the evaluator should affirmatively determine that a candidate does not presently suffer from any such disability.

The ability to handle stress effectively is a component of good mental health. A candidate should have developed the ability to refresh himself or herself occasionally with non-work-related activities and recreations. A candidate should have a positive perception of his or her own self-worth, in order to be able to withstand the psychological pressures inherent in the task of judging.

The evaluator should give consideration to the age of a candidate as it bears upon health and upon the number of years of service that the candidate may be able to perform.


The demonstrated financial responsibility of an applicant is one of the factors to be considered in predicting the applicant's ability to serve properly. Whether there have been any unsatisfied judgments or bankruptcy proceedings against an applicant and whether the applicant has promptly and properly filed all required tax returns are pertinent to financial responsibility. Financial responsibility demonstrates self-discipline and the ability to withstand pressures that might compromise independence and impartiality.

8. Public Service. Consideration should be given to an applicant's previous public service activities.

The rich diversity of backgrounds of American judges is one of the strengths of the American judiciary, experience which provides an awareness of and a sensitivity to people and their problems may be just as helpful in a decision making process as a knowledge of the law. There is, then, no one career path to the judiciary. A broad, non-legal academic background, supported by varied and extensive non-academic achievements are important parts of an applicant's qualifications. Examples of such non-legal experience are involvement in community affairs and participation in political activities, including election to public office. The most desirable applicant will have had broad life experiences.

There should be no issue-oriented litmus test for selection of an applicant. No applicant should be precluded from consideration because of his or her opinions or activities in regard to controversial public issues. No applicant should be excluded from consideration because of race, creed, sex or marital status.

While interviews of applicants may touch on a wide range of subjects in order to test an applicant's breadth of interests and thoughtfulness, the applicant should not be required to indicate how he or she would decide particular issues that may arise on litigated cases. However, an applicant's judicial philosophy and ideas concerning the role of the judicial system in our scheme of government are relevant subjects of inquiry.
(ii) Other Considerations for Qualification

In addition to the ABA guidelines, the commissioners may wish to consider the following in analyzing the qualifications of an applicant for judicial office.

**Impartiality.** A judge must be able to determine the law and sometimes the facts of a dispute objectively and impartially. Applicants should be challenged on their ability to make the transition from advocate to arbiter, on their ability to hear and consider all sides of an issue, and on their ability to put aside prejudice and bias.

**Industry.** Applicants must demonstrate a willingness to dedicate themselves to diligent, efficient, and thorough work. Work habits differ; work techniques vary; but rising court caseloads demand industry of judges. This means the ability to manage time efficiently, to persevere against obstacles, to prepare thoroughly and punctually, and to resolve issues concisely and decisively.

**Age.** A justice of the Supreme Court must be at least 30 years old. A judge of any other court must be at least 25 years old. Otherwise, there are no restrictions on the age of nominees to judicial office. Applicants should not be judged by their age alone. But they may be judged by the qualifications that may wax or wane with age: maturity, stability, legal skills, health, vitality.

**Justice Court Judges.** Justice court judges are in contact with the public more than any other judge. Justice courts are established by counties and municipalities and have the authority to hear class B and C misdemeanors, violations of ordinances, small claims, and infractions committed within their territorial jurisdiction. Justice court judges serve the citizens of the city or county who appoint them and are often the first or only interaction many citizens will have with the court.

**Diversity on the Bench.** When deciding among applicants whose qualifications appear in all other respects to be equal, it is relevant to consider the background and experience of the applicants in relation to the current composition of the bench for which the appointment is being made. The idea is to promote a judiciary of sufficient diversity that it can most effectively serve the needs of the community.

(9) The Interview

**(a) Scheduling Interviews**

After the candidates are selected for interview, the commission develops an interview schedule and should prepare questions for the interviews. This may be done at the same meeting in which the candidates for interview are selected or at an intervening meeting before the interviews begin.

Depending on the number of candidates, interviews should be completed in one day or on successive days. The number of intervening days between interviews should be kept to a minimum. It may be necessary for the commission to conduct some interviews in the evening. The interviews should be scheduled to include about ten minutes between interviews to review the qualifications of the candidate, if desired. Interviews should last about 20 to 30 minutes per candidate. This means that at least one-half hour per candidate should be scheduled.
Each interview is conducted in a similar fashion. The chair briefly introduces the candidate to the commissioners. The candidate is given several minutes to make an opening statement, if desired, which should include a statement of reasons for seeking the office. The commissioners then conduct the questioning. At the end of the questioning the candidate is given several minutes to make a closing statement.

Candidates are selected for time slots by the staff on a random basis. This avoids any accusation that a particular candidate was given a favored time slot.

Once set, the interview schedule is firmly fixed. Changes in the interview schedule lead only to scheduling difficulties and confusion. Rarely will any interview schedule satisfy all of the candidates, so the initial random schedule should not be changed except in extreme circumstances. The Administrative Office of the Courts is responsible for notifying the candidates of the date, time, location, and format of the interview.

(b) Preparation for Interviews

Interviews are more productive if the commissioners are well-prepared. Prepare the questions beforehand. Some questions are asked of all candidates for all judgeships. Some questions might be asked only for a particular candidate or vacancy. The investigation of candidates likely will lead to questions designed for a particular candidate.

Determine the order of questions beforehand. Every commissioner should have the opportunity to ask questions. Generally, the questioning should rotate through commissioners. The chair should ask questions last.

Determining the questions and their order does not mean that the commissioners are prohibited from following up an answer with a more particularized question. The format of the interviews should be flexible enough to pursue an unanticipated line of questioning. Preparing the questions and their order beforehand helps in returning the interview to its original course.

(c) Suggested Questions

Candidates must be treated fairly, but commissioners are encouraged to conduct aggressive questioning of the potential judges. Judges must frequently face the stress of decisions affecting the lives and property of other people. The commissioners have the responsibility to assess the ability of the candidate to resolve close questions under stress.

Phrasing of the questions is important. The commissioners may closely question the candidates concerning social issues, but the questions should be phrased to avoid opinion shopping or reducing the interview to a political interrogation. The questions should be phrased to elicit an applicant's knowledge and understanding of important issues.

Commissioners also should not hesitate to inquire about a candidate's qualifications for a position on the bench, including the applicant's health.
Each commission is responsible for developing its own set of questions suitable to the particular court and candidate. A few examples of possible questions follow. Not all questions may be applicable to every level of court.

**Candidate’s Skills, Experience, and Personal Traits**

- How would you deal with an attorney who is:
  - unprepared?
  - argumentative?
  - late?
- What would be your most important contribution to the court?
- What do you anticipate will be your frustrations on the bench?
- What aspects of the judicial profession do you anticipate will be boring?
- What are your most important interests outside of your present work?
- Will you have to forgo any of these interests to keep up with the court's caseload?

**Candidate’s General Judicial Philosophy**

- Why do you want to be a judge?
- What characteristics and qualities do you think are important for a judge to possess?
- Do you have a particular philosophy of law?
- What is your view of the role of the Judiciary in society?
- To what extent should a judge consider political, social, and economic consequences in decisions?

**Candidate’s View of the Court System**

- What do you see as the strengths and weaknesses of Utah's criminal justice system?

(10) **Selection of Nominees**

(a) **Order of Debate and Voting**

After the interviews are completed, the commissioners should devote sufficient time to discuss the qualifications of the candidates. This deliberation may help the commission to form a consensus and facilitate the selection of nominees. Every commissioner should have the opportunity to participate in the debate. Generally, the debate should rotate through commissioners. The chair should participate in the debate last. The commission may conduct its debate, or further debate, before every round of voting.

Voting for the selection of nominees must be conducted by confidential ballot, but otherwise is the same as voting during the screening process. Any candidate receiving a majority of votes of voting commissioners present is selected as a nominee. The commission should thoroughly debate the qualifications of candidates prior to voting. The commission can reconsider its action on any candidate upon a majority vote to do so.
The nominating commission must submit at least 3 and no more than 5 names to the appointing authority. See U.C.A.§78A-7-202(2)(d). If after full deliberation the commission is unable to agree upon the number of nominees permitted or required, the commission should further debate the qualifications of the candidates and conduct additional rounds of voting until commissioners agree upon the permitted or required number of nominees.

A nominating commission may not decline to nominate a candidate merely because: that commission or another declined to nominate the candidate to a previous vacancy; or because that commission or another nominated the candidate to a previous vacancy and the local hiring executive selected someone else.

The total vote tally, but not the vote of individual commissioners, is recorded in the minutes. After the vote tallies are verified and recorded, the ballots are destroyed.

(b) Public Comment Regarding Nominees; Removal of Nominee

Candidates are notified individually of their nomination. Candidates interviewed but not selected as nominees are notified of that fact by letter from the staff of the commission. The names of the nominees are made public by the commission. The public release of the names of the nominees includes a statement that persons having comments to make regarding the nominees should provide a written statement addressed to the commission chair through the Administrative Office of the Courts. Statements must be received by the Administrative Office of the Courts within 10 days of the public release of names. A copy of the public release is sent to the local government executive.

The commission may meet to review any public comments not sooner than ten days after the public release of the names of the nominees. The commission shall provide a nominee with a copy of any written negative comment received and shall provide a nominee the opportunity to respond in person or in writing. The commission may conduct further interviews of any nominee. The commission may request further investigation of any nominee.

After consideration of any comments and the response of the nominee, the commission may remove a candidate from the list of nominees upon the vote of four members of the commission. The commission shall select another nominee from among interviewed candidates in the manner described in paragraph 10(a) of this section for voting upon nominees. The nomination process is not final until the commission submits the nominees to the city/county executive.

(c) Submitting Nominees

Nominees are submitted to the local government executive by letter from the chair of the commission. A copy of the letter is sent to each commission member. The letter should encourage the local government executive to conduct further review of the nominees and to encourage public comments which could provide valuable insight to ensure that the best nominee is appointed. The application package, including investigation reports, reference letters, and public comments, of each nominee is forwarded to the local government executive.
Nominees are listed in alphabetical order without any indication of rank or preference and without any indication of the vote of the commission. Because the authority of the nominating commission ends with the nomination of candidates, it is important that there be no effort to influence or persuade the local government executive in the appointment. Minority reports and expressions of personal feelings regarding nominees are inappropriate. The appointment authority belongs to the local government, not to the commission. The local government executive has the means to conduct an independent investigation of the nominees and will select the nominee best qualified for the position. While commission members should not contact the local government executive, they should feel free to respond to inquiries initiated by the local government executive’s office regarding the nominees.

If a nominee withdraws before the local government executive has made an appointment, the commission may, at the request of the local government executive, nominate a replacement. Unless time permits, the Commission does not need to publish the nominee’s name for public comment.

(d) Nominee Selection and Certification

The appointment of a new judge is a three step process:

- Selection
- Confirmation
- Certification

After the local government executive has made a selection, the local legislative body is required to confirm the appointment. Once confirmed, a press release is issued naming the judicial appointee. This public notice provides the name of the appointee in addition to a brief summary of the appointee’s education and work history.

The appointee is then required to successfully complete the Justice Court New Judge Orientation program provided by the Administrative Office of the Courts. This is a one week training program conducted in Salt Lake City. Upon completion of the orientation process, the Justice Court Administrator makes a recommendation to the Utah Judicial Council respecting certification. Certification is based on attendance of all parts of the orientation and on achieving a passing score on the exam administered at the end of the orientation. The Council issues final certification of the appointment.
**AGENDA SUMMARY**

**GRAND COUNTY COUNCIL MEETING**

July 16, 2019

**Agenda Item:** M

<table>
<thead>
<tr>
<th><strong>Title:</strong></th>
<th>Approving “Declaration of Nuisance” for the Noxious Weed, Arundo Donax, commonly known as Giant Reed, which has infested real property located at 408 Tusher Street</th>
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<tbody>
<tr>
<td><strong>Fiscal Impact:</strong></td>
<td>Depends if we use Grant funds or charge the Land Owner to remove the Giant Reed</td>
</tr>
<tr>
<td><strong>Presenter(s):</strong></td>
<td>Tim Higg, Grand County Weed Supervisor</td>
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</table>

**Recommendation:**

I move to approve the “Declaration of Nuisance” for the Noxious Weed, Arundo Donax, commonly known as Giant Reed, which has infested real property located at 408 Tusher Street, and authorize the Chair to sign all associated documents.

**Background:**

In 2017 and 2018 we have talked with in person the land owner about removing the giant reed off her property and that we had grant funds to do so at no cost to her. She told us both times that you will not remove my Bamboo. I told her it was not Bamboo. We have had articles in both the Times Independent Newspaper and the Moab Sun news. We have sent an individual notice to control to the address on the attached letter and notice. She signed the return receipt. The work was not done.

**Attachment(s):**

1. Declaration of Nuisance
2. Individual notice to control with return receipt saying it was sent certified mail.
3. Letter saying we were still willing to remove it for her at no cost and with replacement plants if desired by a grant we have.
DECLARATION OF NUISANCE
July 16, 2019

TO DEBORAH J. SIGNORETTI

408 S. TUSHER STREET

MOAB, UTAH 84532

PARCEL NO. 01-0MWA-0050

The Noxious Weed, Arundo Donax, commonly known as Giant Reed, has infested your real property, referred to above and particularly described as:

South 56 feet of Lot 10, and the North 12 feet of Lot 11, Block D, Plats B & C, Walker Subdivision, according to the final plat thereof as recorded in the real property records of Grand County, which real property is owned by you or in your possession (the “Property”).

Pursuant to provisions of Utah Code § 4-17-109, the Utah Noxious Weed Act, the Grand County Weed Supervisor notified you on June 11, 2019 via certified letter (the “Notice”) regarding the presence of this Noxious Weed on your property and requested you take the following control measures on or before July 1, 2019:

Remove tops and dig up roots with follow-ups for at least two years to remove re-sproutings.

You did not take the requested control measures nor did you appeal the Notice pursuant to Utah Code § 4-17-111.

Because of your failure to control or prevent the spread of this Noxious Weed as specified in the Notice, pursuant to Utah Code § 4-17-109(3), the Property is hereby declared a public nuisance effective July 16, 2019.

If you fail to take action to control or prevent the spread of this Noxious Weed within five (5) working days the County intends, after reasonable notification, enter the property and without your consent and perform the work necessary to control the weeds pursuant to its authority under Utah Code § 4-17-110.

This Declaration constitutes final action of the Grand County Council. You may appeal this final action to the Moab District Court within thirty (30) days of the date of this Declaration pursuant to Utah Code § 63G-4-401.

BY THE GRAND COUNTY COUNCIL:

ATTEST:

__________________________________________  _________________________________________
Evan Clapper, Chair                          Chris Baird, Clerk/Auditor
DATE: June 11, 2019

Re. Notification to remove giant reed located at 408 Tusher

Dear Deborah Signoretti,

In 2017 and 2018, we contacted you in person about the giant reed (aka *Arundo donax*), a Utah Class 1B noxious weed, in your back yard located at 408 Tusher and you told us we could not touch it. We told you it was a State of Utah noxious weed, that it is a high priority for the state to have it removed, and that grant funds are available to replace it. You chose not to remove or replace your giant reed, which requires us to proceed with this formal process under Utah law.

Grant funds are still available, and staff/volunteers with the Grand County Weed Department are still willing to help you with this work. Please call us at 259-1369 for more information regarding our giant reed program. Or, you may attend the next Weed Board Meeting on July 1, 2019 at the Grand Center at 4:00 P.M.

We'd like to work through this matter with you amicably, but Grand County will pursue the remedies available to it as outlined in the attached Notification if necessary.

Sincerely,

Tim Higgs,
Grand County Weed Supervisor
1. Article Addressed to: Deborah Signoreth 408 Tusher Moab, Utah 84532

2. Service Type
   - Adult Signature
   - Adult Signature Restricted Delivery
   - Certified Mail®
   - Certified Mail® Restricted Delivery
   - Collect on Delivery
   - Collect on Delivery: Mail Restricted Delivery
   - Mail Restricted Delivery

3. Article Number (Transfer from service label)
   - 7017 3380 0000 5407 0717

PS Form 3811, April 2015 PSN 7530-02-000-9053
INDIVIDUAL NOTICE TO CONTROL NOXIOUS WEEDS

TO: Deborah Signoretti
Owner or (Person in Possession of land)
408 Tusher
Moab, Utah 84532
(Address)

The Grand County Noxious Weed Board has determined that the noxious weed(s) commonly known as Giant Reed, which is listed on the State Noxious Weed List, is infesting your real property known as 408 Tusher [ADDRESS] (Parcel No. 01-0MWA-0050) hereinafter described, which is owned by you or in your possession. Pursuant to provisions of the Utah Noxious Weed Act, you are hereby notified that measures must be taken to control or prevent the spread of said noxious weed(s) on or before the 1st day of July 2019.

The following control measures should be taken:
The tops removed and the roots dug up, there will need to be a follow up for at least two years to remove any plants that may re-sprout after the initial removal.

Under Utah Code § 4-17-110, if you fail to control or prevent the spread of said noxious weeds as hereby notified, your property will be declared a public nuisance. Five working days after your property is declared a public nuisance, the county may, after ten days’ advance notice, enter the property without your consent, and perform any work necessary, consistent with sound weed prevention and control practices, to control the weeds. Further, any expenses incurred by the county in effecting the control of said noxious weeds shall be charged to you, and any expenses which remain unpaid 90 days after being assessed shall become a lien on the property and shall be collectible by the county treasurer at the time of the collection of general taxes.

In addition, Grand County hereby reserves all other remedies available to it under Utah law and Grand County Code regarding proliferation of noxious weeds and public nuisance.

Under Utah Code § 4-17-111, you have ten days to request a hearing with the Noxious Weed Control Board to appeal the terms of this notice. To do so, please contact Ruth Dillon, Council Administrator, at rdillon@grandcountyutah.net or myself at thiggs@grandcountyutah.net or 435.259.1369.

The land hereinafter referred to is described as follows:

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<thead>
<tr>
<th>Sec.</th>
<th>Twp.</th>
<th>Range</th>
<th>S.L.M</th>
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<tr>
<td>6</td>
<td>26 S</td>
<td>22 E</td>
<td>6 26 S 22 E</td>
</tr>
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</table>

I affirm that I have served this notice, either personally, or by certified mail, addressed to the last known address on the books and records of the Grand County Assessor on the 11th day of June 2019.

Tim Higgs, County Weed Supervisor
Grand County, Utah
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<tr>
<th><strong>Title:</strong></th>
<th>Adopting proposed ordinance to apply the High Density Housing Overlay District 5 (HDHO-5) to a lot located at 1991 Starbuck Lane</th>
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</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 proposed ordinance to apply the High Density Housing Overlay District 5 (HDHO-5) to a lot located at 1991 Starbuck Lane, and authorize the Chair to sign all associated documents.

**Staff Recommendation:**

Review and consider application materials provided to the council related to the proposed Starbuck subdivision. Staff recommends a favorable recommendation for the HDH 5 Overlay to be applied to the subject parcel. The applicant is seeking legislative approval of the High Density Housing (HDH) overlay.

**Background:**

See staff report attached and below.

The applicant is seeking the High Density Housing (HDH) Approval from the Grand County Council.

**Attachment(s):**

- Draft Ordinance
  - Exhibit A Development Agreement *(updated from 7.2.19)*
  - Exhibit B Preliminary Plat with deed restricted lots shown
GRAND COUNTY, UTAH
ORDINANCE ________ (2019)

APPROVING APPLICATION OF THE HIGH DENSITY HOUSING OVERLAY DISTRICT 5 (HDHO-5) TO 1991 E. STARBUCK LANE IN CONJUNCTION WITH THE STARBUCK SUBDIVISION HIGH DENSITY HOUSING OVERLAY DEVELOPMENT

WHEREAS, Tim Keogh is the authorized Applicant and Developer, and Route 46 LLC is the owner of record of approximately (0.52) acres of real property in (SE1/4 of Section 17, Township 26 South, Range 22 East) Grand County, Utah, more specifically described as follows:

BEGINNING AT A POINT WHICH BEARS N 89°20'E 693.5 FT. FROM THE CENTER ¼ CORNER OF SEC. 17, T 26 S, R 22 E, SLM, AND PROCEEDING THENCE N 89°20'E 107.25 FT., THENCE SOUTH 209.0 FT., THENCE S 89°20'W (RECORD=S 89°52'W) 107.25 FT., THENCE NORTH 209.0 FT. TO THE POINT OF BEGINNING AND CONTAINING 0.515 ACRES, MORE OR LESS.

WHEREAS, the Applicant has submitted an application requesting the High Density Housing Overlay District 5 (HDHO-5) as defined by the Grand County Land Use Code (LUC);

WHEREAS, the Grand County Land Use Code was adopted by the Grand County Council on January 4, 1999 with Ordinance No. 299, Series 1999, and codified with Resolution 468 on April 15, 2008 and as amended to date, for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, the Grand County Council adopted Ordinance 584 - High Density Housing Overlay Districts on January 15, 2019 and amended it further on June 25, 2019;

WHEREAS, in a public hearing on June 11, 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, in a public meeting on June 11, 2019 the Grand County Planning Commission provided a conditional approval of the Starbuck Subdivision Preliminary Plat contingent upon the County Council taking action to apply the HDHO-5 District to the subject parcels;

WHEREAS, the Applicant has submitted and the County Attorney has approved a Development Agreement committing the Developer to the deed restriction requirements of Section 4.7, which states that both lots created by the Starbuck Subdivision shall be deed restricted to primary residents who are actively employed within Grand County (See Exhibit A);

WHEREAS, the Applicant has submitted a Preliminary Plat for the Starbuck Subdivision and designated both lots would be deed restricted according to the provisions of Section 4.7 (See Exhibit B);

WHEREAS, due notice was given that the Grand County Council would meet to hear and consider the proposed HDHO-5 application in a public hearing on July 2, 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 it does hereby approve the HDHO-5 application for 1991 E. Starbuck Lane.
PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 16th day of July, 2019 by the following vote:

Those voting aye: ___________________________________________________________
Those voting nay: ___________________________________________________________
Those absent: ______________________________________________________________

ATTEST:

___________________________  __________________________
Chris Baird, Clerk/Auditor     Evan Clapper, Chair

Grand County Council
DEVELOPMENT AGREEMENT AND DEED RESTRICTION
HIGH DENSITY HOUSING OVERLAY DISTRICT
Pursuant to Grand County Code Section 4.7

This DEVELOPMENT AGREEMENT AND DEED RESTRICTION (this “Agreement”) is made and entered into as of this 10th day of July 2019 (the “Effective Date”) by and between Route 46, LLC, a Utah limited liability company with its principal place of business located at PO Box 116, Moab, UT (“Owner/Developer”), and Grand County, a political subdivision of the State of Utah (“County”).

Recitals

A. WHEREAS, Owner/Developer owns that certain property situated in Grand County, Utah, as more particularly described in Exhibit A (the “Property”), which is attached hereto and incorporated herein by this reference.

B. WHEREAS, Owner/Developer has requested Grand County to apply the High Density Housing Overlay District (the “HDHO District Application”) to the Property to take advantage of the Development Standards and other Development Incentives set forth in Section 4.7 of the Grand County Land Use Code (the “Code”).

C. WHEREAS, the Grand County Council has, in the exercise of its legislative discretion and following all required public hearings, approved the application of the HDHO District to the Property pursuant to the terms and conditions herein and provided that no fewer than eighty percent (80%) of the units developed on the Property are deed restricted for Primary Residential Housing for Actively Employed Households, as defined in Section 4.7.3 of the Code.

D. WHEREAS, pursuant to the authority of Utah Code §17-27A-102(1)(b) and Section 4.7, as amended, the Parties desire to enter into this Agreement for the purpose of formalizing certain obligations of Owner/Developer with respect to the Property, and such other matters as the County and the Owner/Developer have agreed as particularly set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, including approval of the application of the HDHO District to the Property, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:
1. **DEFINITIONS.** Unless otherwise defined herein, all capitalized terms used in this Agreement shall have those meanings assigned in Section 4.7 of the Code.

2. **COVENANT TO COMPLY WITH CODE.** In consideration of the application of the HDHO District to the Property, and specifically the Development Standards set forth in Code Section 4.7.5, Owner/Developer hereby covenants and agrees to strictly comply with the provisions, duties, and obligations of Section 4.7 of the Code, which provisions, duties, and obligations are integrated herein by this reference.

3. **DEED RESTRICTION.**

   3.1. At least eighty percent (80%) of all Lots or Units developed on the Property shall be deed restricted for Primary Residential Occupancy for Actively Employed Households consistent with Section 4.7 of the Code, as amended.

   3.2. Each deed of conveyance for an HDHO Lot or Unit shall include the following Deed Restriction:

   3.3. Owner/Developer shall include the following deed restriction in each and every deed of original conveyance of an HDHO Lot or Unit, and each deed of conveyance thereafter shall include the same:

   The Property shall be used for Primary Residential Housing for Actively Employed Households as required by Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay, as amended, in perpetuity. The Property is further subject to the Development Agreement and Master Plan recorded in the real property records of Grand County, Utah on ______ (Date) at Entry Nos. ________ and ________.

   Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Agreement or Section 4.7 of the Code by a record owner of any HDHO Lot or Unit.

   3.4. Each HDHO Lot or Unit is required to have and maintain those minimum standards of physical condition set forth in Exhibit B, Minimum Standards, to Section 4.7 of the Code, which Minimum Standards are integrated herein by this reference.

   3.5. Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Agreement or Section 4.7 of the Code by a record owner of any HDHO Lot or Unit in Grand County.
4. **DEFAULT.**

4.1. Violation or breach of any provision of this Agreement, or Section 4.7 of the Code, as amended, shall constitute an Event of Default. Upon the occurrence of any Event of Default, the County shall provide written notice by certified mail, postage prepaid, to the defaulting owner at the address on file with the Grand County Assessor’s office, which notice shall be effective as of the date of deposit in the United States Mail. The defaulting owner shall have thirty (30) days to remedy the Event of Default, after which time the County may enforce all remedies available to it under this Agreement, Section 4.7 of the Code, or Utah law including specific performance and monetary fines pursuant to Section 4.2 herein.

4.2. Unless otherwise provided for in Section 4.7 of the Code, as amended, in the event an Event of Default is not cured under Section 4.1 above, fines in the amount of $50 per day shall accrue until the Event of Default is cured. The County reserves the right to seek judicial enforcement of these fines, including a judgment lien and foreclosure.

5. **MISCELLANEOUS.**

5.1. Owner/Developer hereby waives any defenses, rights or remedies that it might otherwise assert against the County in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the HDHO Lots and Units are not covenants running with the land upon the Property. This waiver shall be binding upon and inure to the benefit of the successor and assigns of the Owner/Developer and the County.

5.2. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing Agreement shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Agreement.

5.3. If any party shall take or defend against any action for any relief against another party arising out of this Agreement, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including, but not limited to, reasonable attorneys' fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

5.4. This Agreement shall be governed by and construed under Utah law.
5.5. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.

5.6. Paragraph or section headings within this Agreement are inserted solely for convenience of reference and are not intended to, and shall not, govern, limit or aid in the construction of any terms or provisions contained herein. Further, whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

5.7. Except for legislative changes of Section 4.7 of the Code which are incorporated herein, this Agreement may be amended only upon written amendment executed by both Parties, recorded in the real property records of Grand County, Utah; provided, however, that all material terms and provisions, including the percentage of HDHO Lots or Units, may not be amended or modified without reapplication to the County.

5.8. This Agreement shall be recorded by Owner/Developer prior to recordation of a final plat or issuance of a building permit for any unit within a site plan approved hereunder, as required by Section 4.7 of the Code.

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

COUNTY: Grand County
A political subdivision of the State of Utah

By: ________________________
Name: ________________________

ATTEST:
Chair, Grand County Council

County Clerk

Owner/Developer:

By: ________________________
Name: William W. Winfield
Title: ________________________

STATE OF UTAH )
) ss
COUNTY OF GRAND )

On ________ , 2019, __________________ (name), as _____________ (title) of __________________(entity name), a Utah __________ (entity type), appeared before me and acknowledged and swore to me that the foregoing Agreement was signed on behalf of Route 46, LLC (entity name) by authority of its Articles of Organization and Operating Agreement.

________________________________
NOTARY PUBLIC
EXHIBIT A
Real Property
Legal Description

DESCRIPTION OF A PARCEL OF LAND IN SEC. 17, T26S, R22E, SLM, GRAND COUNTY, UTAH, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
Beginning at a point which bears N 89° 20'E 693.5 ft. From the Center 1/4 Corner Sec. 17, T 26 S, R 22E, SLM, and proceeding thence N 89° 20'E 107.25 ft., thence South 209.0 ft., thence S 89° 20'W (record =S 89° 52'W) 107.25 ft., thence North 209.0 ft. To the point of beginning.
NOTES
1. DATA USED HEREIN FROM GRAND COUNTY G.S.
2. THE INFORMATION PROVIDED BY ANDERSON-DUAR TREAS. (PREVIOUS YEAR).
3. THIS PROJECT IS INTENDED TO LOCATE THE GRAN COUNTY (DO-LAT) TAXES/BYERS/SELLERS OF
   LAND WHO HAVE NOT PAYING THEIR DUES ON TIME
4. ZONING FORE THE SUBJECT PROPERTY, AND ALL SURROUNDING PROPERTIES IN GRAN COUNTY UTAH
5. THIS PROPERTY AND ALL SURROUNDING PARCELS, ARE ZONED AND USED AS RESIDENTIAL.

LEGAL DESCRIPTION
DESCRIPTION OF A PARCEL OF LAND WITHIN THE SE1/4 OF SECTION 17, T 26 S, R 22 E, SLM, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WHICH BEARS N 89° 20E 693.5 FT. FROM THE CENTER LINE CORNER OF SEC. 17, T 26 S, R 22 E, SLM, AND PROCEEDING THENCE N 89° 20E 107.25 FT., THENCE SOUTH 209.0 FT., THENCE S 89° 20W (RECORD=S 89° 20W) 107.25 FT., THENCE NORTH 209.0 FT. TO THE POINT OF BEGINNING AND CONTAINING 0.515 ACRES, MORE OR LESS.
DATE: Tuesday, July 02, 2019
TO: Grand County Council
SUBJECT: Starbuck subdivision High Density Housing Overlay (HDH35b)

PROPERTY OWNER: Route 46, LLC – Tim Keogh
PROP. OWNER REP: Tim Keogh
ENGINEER: Richardson Engineering, Glen Richardson
PROPERTY ADDRESS: 1991 E. Starbuck Lane
SIZE OF PROPERTY: 0.52 acres
EXISTING ZONE: Large Lot Residential (LLR), HDH5
EXISTING LAND USE: Residential (vacant)
ADJACENT ZONING AND LAND USE(S): Large Lot Residential (LLR). The subject parcel is located within the HDH5 area.

APPLICATION TYPE
High Density Housing Overlay (HDH5)

STAFF RECOMMENDATION: Approve
Comments (optional): Click or tap here to enter text.

APPLICATION PROCEDURE
Decision Type: Legislative
Public Notices: ☐ Public Meeting at: ☒ Public Hearing at:
☐ Planning Commission ☐ Planning Commission
☐ County Council ☐ County Council

Attachments:
☐ Approval Letters ☒ Legal Description
☒ Site Plan ☒ Public Comments
☐ Landscape Plan ☒ Agency Comments
☒ Vicinity Map ☐ Response to Standards
☒ Legal Notice ☐ Other:

SUMMARY OF REQUEST
The subject property is a 0.52 acre lot located in the Large Lot Residential (LLR) zone at 1991 E. Starbuck Lane. The developer is requesting application of the HDH5 overlay to their parcel. If granted, the developer proposes a subdivision comprised of 2 new lots ranging from 10,102 SF to 12,330 SF. In effect, the developer is requesting to combine the legislative and administrative components of the HDH Overlay process, which is allowed by code and acceptable to staff.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
The subdivision would extend power, water, and sewer service to each lot.
Article 4.7 HIGH DENSITY HOUSING (HDH) OVERLAY DISTRICT

4.7.1 Purpose.

A. Grand County has established a High Density Housing Overlay (HDHO) district to facilitate the provision of new housing units used for primary residential occupancy by actively employed households. The HDHO districts (See Map- Exhibit A) are intended to provide the opportunity and means for the County to meet its estimate of additional residential and workforce housing needs, to achieve the goals of the housing element of the County’s General Plan, and to implement the policies and goals of the housing element of the County’s General Plan.

B. These regulations are intended to encourage the development of new housing units by assisting both the public and private sector in making the provision of these units economically viable, while providing assurances to the County that these units will maintain a high degree of quality and will remain financially accessible to residents and local area workers.

C. These regulations are further intended to encourage the provision of primary residential housing through the combination of the HDHO districts with multiple-family and single-family residential zoning districts within the County where the residential housing projects are determined to be feasible and are consistent with the County’s General Plan.

D. The HDHO is intended to:

1. Provide a means of directing and simplifying the process for creating and maintaining primary residential housing.
2. Provide a means of directing and simplifying the process for creating and maintaining affordable housing constructed to meet the Assured Housing requirements of Section 6.15.
3. Provide incentives to developers, whether in new or rehabilitated housing, to maintain primary residential rental and ownership units in perpetuity.

Staff believes the developer’s narrative and proposed preliminary plat meet the legislative intent of the High Density Housing Overlay. Staff recommends planning commission forward a favorable recommendation of the HDH Overlay application and preliminary plat approval conditioned upon the comments below (and specified in the stated motion of the Agenda Summary).

4.7.5(C)

C. Property Development Standards. The following development standards shall apply to HDHO units in the HDHO districts.

1. General Design Standards. The development shall be designed and developed in a manner compatible with and complementary to existing and potential development in the immediate vicinity of the development site. Site planning on the perimeter shall provide for protection of the property from adverse surrounding influences and shall protect surrounding areas from potentially adverse influences from the property. To the greatest extent possible, the design of the development shall promote privacy for residents and neighbors, security, and use of passive solar heating and cooling through proper placement of walls, windows, and landscaping.

Staff believes that the general design of the subdivision meets the above standards.

2. Minimum Design Standards. Minimum design standards are included to ensure a high degree of quality in the development of HDHO units. Unless modified by the County Council, the following design standards shall apply to a development that utilizes the density increases allowed by this Article.

Staff has reviewed the proposed preliminary plat for compliance with the following.

a. Sidewalks shall be installed along all street frontages where otherwise required by this LUC.

There currently is no sidewalk along Starbuck Lane and no sidewalk is required else where.

b. Screening Requirements
The developer is not proposing anything that would require screening.

i. Outdoor Storage Screening. All outdoor storage areas for materials, trash, mechanical equipment, vehicles, or other similar items shall follow the standards outlined in Section 6.4.3.

ii. Parking Lot Screening. Parking lot screening must be provided between those portions of an off-street parking area containing six (6) or more parking spaces and a different zoning district or a public street and shall be designed according to the following:

   a. Parking lot screening must be provided within ten feet (10') of the perimeter of the parking lot to be screened, except for parking lots adjacent to rain gardens/bio-retention systems, other landscape features, or where screening may negatively impact the traffic sight distance (as defined by the American Association of State Highway and Transportation Officials (AASHTO) and verified by the County Engineer).

   b. Parking lot screening shall be not less than eighty percent (80%) opaque and be a minimum of three feet (3') in height as measured from the highest finished adjacent grade of the parking area. When shrubs are used to provide the screen, such shrubs must be at least two feet (2') tall at planting and anticipated to grow to at least three feet (3') tall at maturity.

   c. No landscaping or screening shall interfere with driver or pedestrian visibility for vehicles entering or exiting the premises.

   d. Screening for a parking lot may be comprised of plants found in Section 6.4.3.F.

   e. Content: Parking lot screening must consist of at least two (2) of the following:

      i. A compact hedge of evergreen or densely twigged deciduous shrubs spaced to ensure closure into a solid hedge at maturity;

      ii. A berm with plantings as described above;

      iii. Transit shelters, benches, bicycle racks, and similar features may be integrated as a part of the screen;

      iv. Fencing may be integrated as part of the screen. All wood fencing shall be stained and sealed with a weatherproof product.

iii. Parking Island Design. Off-street parking areas with at least twenty-five (25) parking stalls shall contain interior landscaped islands. Such islands shall be bounded by a raised concrete curb, pervious curbing, or an approved equivalent and shall contain mulch to retain soil moisture. This provision shall not apply to parking structures. The standards for landscaped islands are as follows:

   a. Landscaped parking lot islands shall be required at the beginning and end of each parking row and shall contain a minimum of one hundred eighty (180) square feet and a minimum width of nine feet (9').

   b. A minimum of one tree shall be provided for each island.

   c. Shrub, perennials or ornamental grass shall be incorporated in each landscaped island that does not contain a tree.

   d. Islands shall be prepared with topsoil to a depth of two feet (2') and improved to ensure adequate drainage, nutrient, and moisture retention levels for the establishment of plantings.
e. All perimeter and interior landscaped areas in parking lots shall be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

c. Building Exterior Façade Standards.

*These standards are to be reviewed at the time a building permit is requested. They are administrative requirements for development within an HDH Overlay.*

i. Exterior finishes may be of wood, masonry, stone, stucco, HDO board or other high quality material permitted by the building code, but shall not utilize vinyl siding; cedar or wood shakes; highly reflective, shiny, or mirror-like materials; or exposed plywood or particle board.

ii. Buildings shall utilize at least two (2) of the following design features to provide visual relief along the front of the residence:
   a. Projections, recessions, or reveals such as, but not limited to, columns, pilasters, cornices, and bay windows
   b. Dormers.
   c. Gables.
   d. Recessed entries, a minimum of three (3) feet deep.
   e. Covered front porches.
   f. Cupolas.
   g. Architectural Pillars or Posts.
   h. Quoins.
   i. Corbeling on wall.
   j. Decorative lintel.
   k. Incorporation of brick or stone on at least 25% of front surface area

iii. Planning staff shall have the authority to waive this requirement when the building is not visible from adjacent properties or the public right-of-way.

d. Where HDHO units may be placed on the same lot as current or future temporary or short-term accommodations, dedicated HDHO units shall be clustered together so as to minimize the exposure of residents to temporary guests. In all other developments, where temporary or short-term accommodations units do not exist and cannot exist due to zoning restrictions, dedicated HDHO units shall be dispersed throughout the residential development.

e. Where there is a combination of commercial and residential uses, the commercial uses shall front along the highest road designation. Residential development shall be located behind commercial development or on upper floors above commercial development.

f. The County Council may waive, or modify, any, or all, of these requirements when the Council finds it is infeasible to comply due to physical or other constraints on the lot.

3. Minimum Building Site Area and Lot Width. There shall be no minimum building site area, minimum lot width, or maximum lot coverage requirements for individual lots or individual dwelling sites in a HDHO district development. However, the building site area lot widths, and lot coverage percentages shall be designated on a site plan pursuant to Section 9.17 or preliminary plat pursuant to Section 9.4 approved by the Planning Commission.

*Two (2) new lots one, 10,102 SF and the other 12,330 SF, are proposed.*


*The proposed two units are within the limits allowed by the HDH 5 district.*

5. Building Height.
These standards are to be reviewed at the time a building permit is requested.

a. Maximum building heights shall not exceed the limits defined in the underlying zone district except that buildings constructed in the HDHO 35b district shall not exceed four (4) stories or forty-two (42) feet in height.

b. To the maximum extent possible, building heights and locations shall minimize shading and interruption of solar access to adjacent properties with existing residential structures or commercial agricultural operations.

c. All structures shall conform to the Ridgeline Standards of Section 6.9.8.

d. Structures built under the HDHO must comply with the setback and buffer requirements of the underlying zone. The maximum height of the building at the exterior wall shall be the greater of:

i. 20 feet

ii. The building’s setback at that point

e. From the exterior wall, the building’s height may increase to its maximum height at a rate not greater than a 45° angle from the maximum allowable height of the exterior wall.

6. Setbacks. The minimum setbacks from the lot line of the development shall be determined by the buffer requirements of Section 5.4.1.B and the compatibility standards of Section 6.10.

The preliminary plat complies with all standards of Section 6.10.

7. Parking.

The proposed lot sizes will require a minimum of two (2) parking spaces for each lot.

i. Number of spaces required

a. For every single-family or two-family dwelling, there shall be provided at least two (2) off-street parking spaces for each unit. Parking spaces provided in a garage or carport may count towards the minimum requirement.

b. For every attached multifamily dwelling, off-street parking spaces shall be provided in accordance with Section 6.1.4:

<table>
<thead>
<tr>
<th>Multi-family dwellings</th>
<th>Efficiency and one-bedroom</th>
<th>1.5 per dwelling unit</th>
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<td></td>
<td>Two-bedroom</td>
<td>1.75 per dwelling unit</td>
</tr>
<tr>
<td></td>
<td>Three-bedroom and Larger</td>
<td>2.0 per dwelling unit</td>
</tr>
</tbody>
</table>

ii. Parking design requirements

c. Parking areas for single-family or two-family dwellings need not be paved.

d. Parking areas for attached multifamily dwellings shall be subject to the off-street requirements outlined in Section 6.1.7.

e. Uncovered surface parking may be permitted in the rear and side setbacks but is not permitted in the front or street-side setback.
f. Garages, carports, and individual locking storage units are subject to the setback standards outlined in Section 5.4.1.

g. Required spaces for multifamily developments equal to or greater than five units shall be covered in a carport or a garage except that for multifamily dwellings with four or fewer units, parking spaces can be uncovered.

8. Minimum Standards of Physical Condition. A HDHO unit is required to have and maintain those minimum standards of physical conditions set forth in Exhibit B - Minimum Standards.

_These standards are to be reviewed at the time a building permit is requested, and included in the deed restrictions attached to each lot’s title._

9. Streets. All public streets within or abutting the proposed planned development shall be dedicated and improved to County specifications for the particular classification of street; all private streets shall meet fire code and access standards.

_Starbuck Lane is a County owned and maintained road with adequate right-of-way width._

10. Signs. Signs shall be permitted only to the extent allowed under Section 6.5, Signs, and must be approved by the Planning and Zoning Administrator.

_The developer has not proposed signage to date._

11. Construction Timing. The HDHO units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any unrestricted units within the development or applicable phase thereof. If the unrestricted units are developed in phases, then the HDHO units may be developed in proportion to the phasing of the unrestricted units. For example, in an approved development that includes 100 units built in two 50-unit phases the first phase must include at least 40 HDHO units.

_Due to there only being two (2) lots proposed both will need to be deed restricted in accordance with Section 4.7._

**Article 7 Subdivision Standards**

_Staff has reviewed the preliminary plat application for subdivision standards not specified within the HDH Overlay or addressed above. The following findings are pertinent to planning commission’s review of the preliminary plat._

_Lighting: The developer has not submitted a street lighting plan, or exterior lighting plans for the individual structures. The street lighting plan will be required prior to final plat approval and the exterior lighting plans for individual structures will be required at the time building permit applications are reviewed._

.Utility Easements: _The developer will need to designate acceptable public utility easements on the final plat._

_Fire Protection: The Fire Department has provided initial feedback on the plan and supports the general subdivision layout._

_Water and Sewer: See GWSSA will-serve letter. Final design specifications will occur prior to final plat review._

**COMPATABILITY WITH GENERAL PLAN**
The proposed subdivision is not explicitly supported by the general plan, but it is supported by the HDH Overlay ordinance adopted by the County Council in January 2019. Inasmuch as Council anticipates adding the HDH Overlay to the General Plan as an amendment or complement to the Future Land Use Plan, the proposed subdivision is supported.

**COMPATABILITY WITH LAND USE CODE (ZONING)**
The subject property is zoned Large Lot Residential (LLR), and is in the HDH5 Overlay zone. The developer is seeking legislative approval of the High Density Housing Overlay being applied to the subject parcel. Once the HDH overlay is
applied, the proposed preliminary plat will need to comply with all standards in Sections 4.7 and Articles 5, 6, 7, and 9.

**LAND USE CODE REFERENCE SECTIONS**

Section 3.1 Use Table

<p>| Principal Uses by Zoning District | | | RESIDENTIAL | NONRESIDENTIAL | Use-Specific Standards |</p>
<table>
<thead>
<tr>
<th>Use Category</th>
<th>Specific Use</th>
<th>SLR</th>
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<th>RR</th>
<th>MFR</th>
<th>RG</th>
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**4.7.4A**

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<th>High Density Housing (HDH) District</th>
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<tbody>
<tr>
<td>HDH 35a</td>
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<tr>
<td>HDH 10</td>
<td>10 units per acre</td>
</tr>
<tr>
<td>HDH 5</td>
<td>5 units per acre</td>
</tr>
</tbody>
</table>

**4.7.6 Assurance of primary residency and occupancy.**

HDHO units developed under this Article shall remain available to persons and families who live and work in Grand County according to the standards set forth in Section 4.7 in perpetuity. The developer shall be required to enter into a development agreement with the County to ensure primary residential occupancy by actively employed households is maintained prior to recordation of final plat or issuance of a building permit for the applicable development. Each housing unit designated for primary restricted residential occupancy by an actively employed household (an HDHO unit) shall also include a deed restriction attached to its title in accordance with the standards set forth in this section. Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit,
building permit, certificate of occupancy, or discretionary approval if the standards of this section are not met.

The developer has submitted a development agreement to the County, which is currently under review by the County Attorney. Application of the HDH-5 Overlay to the subject parcel is contingent upon the County Attorney’s and Council’s approval of the development agreement. Because a preliminary plat approval is contingent upon application of the HDH-5 Overlay, the development agreement will be part of the County Council’s review, and approval or denial. If the HDH-5 Overlay is approved and the Applicant is permitted to develop under the HDHO standards (as per the preliminary plat), each deed restricted lot shall be designated on the plat prior to final plat approval and recordation. Further, each deed restricted lot shall include such restriction on its chain of title in perpetuity.

In order to meet the minimum 80% deed restriction ratio, both of the proposed lots will need to be restricted HDHO lots.

PROPERTY HISTORY
The parcel is undeveloped.
Agenda Summary

GRAND COUNTY COUNCIL

July 16, 2019

AGENDA ITEM: O

TITLE: Adopting proposed resolution approving a conditional use permit for Seven Mile Park located at 13542 North Highway 191

FISCAL IMPACT: N/A

PRESENTER(S): Community and Economic Development Staff

STATED MOTION:

Move to adopt proposed resolution approving a conditional use permit for Seven Mile Park, located at 13542 North Highway 191, conditioned upon the following:

1. Applicant shall indemnify, defend and hold harmless Grand County for and against any future improvements to public rights-of-ways as a result of this campground.
2. Applicant dedicates to Grand County for public use a 44’ wide right-of-way to accommodate Gemini Bridges Road, which right-of-way shall be measured 22’ in each direction from the centerline of the roadway in its as built condition.
3. Applicant agrees that Gemini Bridges Road may be realigned through Applicant’s property with advance written permission of the Applicant, at no cost to Applicant.
4. Grand County accepts that portion of Gemini Bridges Road crossing through Applicant’s property in as-is condition and agrees to maintain the roadway in a similar or better condition.
5. Applicant shall indemnify, defend and hold harmless Grand County for and against all improvements to that portion of Gemini Bridges Road crossing through Applicant’s property deemed necessary as a result of Applicant’s development and use of Seven Mile Park by Union Pacific Railroad and the Utah Department of Transportation;

And authorize the Chair to sign all associated documents.

STAFF RECOMMENDATION:

Staff recommends the County Council approve the Seven Mile Park Conditional Use Permit.

BACKGROUND:

See staff report attached.

ATTACHMENT(S):

- Draft Resolution
- Final design
- Citizen Comments
• Applicant Response to Citizen Comments
RESOLUTION __________ 2019

A RESOLUTION OF THE GRAND COUNTY COUNCIL
APPROVING A CONDITIONAL USE PERMIT FOR
SEVEN MILE PARK LLC

WHEREAS, Lily Ann Balsley and Tracy Balsley, (Applicants) are the property owners and project
developer of Parcel No. 04-0020-0064 located in Grand County, Utah;

WHEREAS, the property consists of approximately 127 acres of undeveloped land located at 13543
North Highway 191, in Grand County, Utah;

WHEREAS, the subject property is zoned Resort Special (RS) as more specifically described in the LUC;

WHEREAS, the Applicant has submitted a conditional use permit application for a Recreational Vehicle
Park and Campground to include RV spaces and associated road and utility extensions;

WHEREAS, the Applicants have met the requirements of the LUC for the RS zone district, the Conditional
Use Permit criteria, as well as the use-specific standards for Recreational Vehicle Parks and
Campgrounds, as submitted;

WHEREAS, the Grand County Planning Commission reviewed the subject application in a public
meeting on January 22, 2019 and recommended approval to the County Council with the following
conditions:

1. A final approval letter for the public water and sewer system.
2. The applicant will furnish an indemnification letter to the County regarding any future
improvements to public rights-of-ways as a result of this campground.
3. Applicant dedicates to Grand County for public use a 44‘ wide right-of-way to accommodate
Gemini Bridges Road, which right-of-way shall be measured 22’ in each direction from the
centerline of the roadway in its as built condition.
4. Applicant agrees that Gemini Bridges Road may be realigned through Applicant’s property with
advance written permission of the Applicant, at no cost to Applicant.
5. Grand County accepts that portion of Gemini Bridges Road crossing through Applicant’s property
in as-is condition and agrees to maintain the roadway in a similar or better condition.
6. Applicant shall indemnify, defend and hold harmless Grand County for and against all
improvements to that portion of Gemini Bridges Road crossing through Applicant’s property
deemed necessary as a result of Applicant’s development and use of Seven Mile Park by Union
Pacific Railroad and the Utah Department of Transportation;

WHEREAS, due notice was given that the County Council would meet to hear and consider this
application in a public hearing on July 2, 2019; and

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

NOW THEREFORE BE IT RESOLVED, that the Grand County Council hereby approves the Conditional
Use Permit for the Seven Mile Park LLC as illustrated on the Plan Set dated August 8, 2018 from
Anderson Engineering, Inc., attached as Exhibit “A,” conditioned upon the following:

1. Applicant shall indemnify, defend and hold harmless Grand County for and against any future
improvements to public rights-of-ways as a result of this campground.
2. Applicant dedicates to Grand County for public use a 44’ wide right-of-way to accommodate
Gemini Bridges Road, which right-of-way shall be measured 22‘ in each direction from the
centerline of the roadway in its as built condition.
3. Applicant agrees that Gemini Bridges Road may be realigned through Applicant’s property with advance written permission of the Applicant, at no cost to Applicant.

4. Grand County accepts that portion of Gemini Bridges Road crossing through Applicant’s property in as-is condition and agrees to maintain the roadway in a similar or better condition.

5. Applicant shall indemnify, defend and hold harmless Grand County for and against all improvements to that portion of Gemini Bridges Road crossing through Applicant’s property deemed necessary as a result of Applicant’s development and use of Seven Mile Park by Union Pacific Railroad and the Utah Department of Transportation;

APPROVED by the Grand County Council in open session this 16th day of July, 2019 by the following vote:

Those voting aye:

Those voting nay:

Absent:

ATTEST

Grand County Council

________________________________  ____________________________________
Chris Baird, Clerk/Auditor               Evan Clapper, Chairman
Final Design Approval

SEVEN MILE PARK
MOAB, UTAH

GENERAL NOTES
1. All items listed in these notes are incidental to this project and will not be paid for separately unless noted and a specific item is listed in the bid tabulation.
2. The contractor shall have access to the premises at all times to supply and erect signs, and to construct and maintain temporary fencing or to perform all work at the site at all times while work is in progress. The contractor shall maintain the site in a clean, safe condition.
3. All materials and workmanship shall be in accordance with the applicable standards (see list below). The contractor shall provide a copy of these documents on site at all times while work is in progress. The contractor shall defer to the applicable standards in the drawings and the applicable standards shall govern. Should the contractor have any concerns regarding the drawings, the contractor shall address these concerns with the owner prior to the commencement of any work on the project and shall notify the appropriate agencies of the public right-of-way.
4. The contractor shall be responsible for obtaining all required permits prior to the commencement of any work on the project, and shall notify all appropriate agencies of the public right-of-way.
5. The contractor shall be responsible for notifying the owner/developer of any problems with the approved plans at any time during the construction period. The contractor shall provide one (1) copy each to the owner, engineer, and any other appropriate agencies.
6. The contractor shall be responsible for resolving construction problems that arise during construction activities due to changed conditions or design errors encountered by the contractor during the progress of any portion of the proposed work. If in the opinion of an agency inspector or the owner's representatives, the modifications to the approved plans proposed by the contractor involve significant changes to the character of the work or to future performance of the work, the contractor shall be responsible for submitting revised plans to the appropriate agencies for approval prior to any further construction related to that portion of the work.
7. The contractor shall be responsible for proposing project procedures for backfilling to the applicable standards (see list below). The contractor shall also provide one (1) copy each to the owner, engineer, and any other appropriate agencies prior to final acceptance of the work.
8. The contractor shall be solely and completely responsible for conditions at and adjacent to the work site including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.
9. Survey information is provided by Red Desert Land Surveying. The vertical datum is State Plane NAD 83. The contractor shall be responsible for verifying all information/locations identified on these plans prior to construction.

INCIDENTAL DAMAGE
10. The contractor shall repair or replace any public or private improvements, in kind, that were removed or damaged during construction including but not limited to: residential service, signs, water lines, sewer lines, storm drains, etc.
11. The contractor shall repair or replace existing landscaping, in kind, that was removed or damaged during construction. The contractor shall guarantee said landscaping for one (1) year after final acceptance of the construction.
12. The contractor shall notify all utility volunteers of intended construction within 10 days of project commencement.
13. Any construction debris or muck tracking in the public right-of-way shall be removed immediately by the contractor.
14. The contractor shall fix or repair or replace pavement failures outside of the project limits caused by project construction and shall properly barricade the affected area until necessary repairs are complete. Fails caused by the contractor's improper repair, or the condition of the above failures within public rights-of-way within 48 hours of written notice by the inspecting agency shall cause the inspecting agency to issue a stop work order. At this time, the agency may perform the corrective work and make a claim against the surety bond for any cost incurred by the agency.

INVESTIGATION AND MATERIAL TESTING:
15. The contractor is responsible for coordinating with the approving agencies, agency inspectors, and owner's representatives regarding material testing and inspection procedures. Any required testing, re-work, or delays resulting from the failure of the contractor to follow the appropriate procedures shall be at the contractor's expense.
16. The duty of the agency representatives, owner, or owner's representatives to conduct construction review of the contractor's performance is not intended to include review of the antiquity of the contractor's safety measures in, on, or near the construction site.

ROADWAY RECONSTRUCTION:
17. The contractor shall adjust rims of all culverts, manholes, valve covers, and survey monuments to finish grade prior to final material placement.
18. The contractor shall provide all utilities, signs, barricades, flagmen, or other devices necessary to prove for public safety in accordance with the current manual of uniform traffic control devices.

GRADES AND DRAINAGE:
19. A water truck, if called for by an agency inspector or owner's representative, will be provided to keep wind erosion in check.
20. Any settlement or soil accumulation beyond the property lines due to grading, or erosion shall be repaired immediately by the contractor.

UTILITIES:
21. The contractor is responsible for coordinating with utility providers and approving agencies for any planned interruption of utility services such as electrical, phone, water, sewer, gas, etc.
22. The contractor shall protect all trench-backfill material and compaction of backfill standards. If in the opinion of the agency or owner's representative the excavated material is not satisfactorily protected, the contractor shall re-cave trench-backfill material and trench-backfill the repaired trench as specified in the project specifications. The contractor shall provide 1" aggregate as a base course (under the top aggregate) for the trench. The contractor shall provide 1" aggregate as backfill. The contractor shall provide 1" aggregate as a base course (under the top aggregate) for the trench. The contractor shall provide 1" aggregate as backfill. The contractor shall provide 1" aggregate as a base course (under the top aggregate) for the trench. The contractor shall provide 1" aggregate as backfill.
23. The contractor shall contact the appropriate agencies for the location of underground gas, electric, telephone, fiber optic, cable TV, and any other public or private utilities at least two (2) full business days prior to commencement of construction.
24. Existing utility locations and depths shown on these plans are approximate and all existing may not be shown. The contractor is responsible for verifying crossings and depths prior to construction.

APPROVING AGENCIES:
Southwestern District Health, Utah DOW, and Utah UDO.

APPLICABLE STANDARDS:

INSPECTING AGENCIES:
Grand County Building Department, DOW, Southwestern Health Department

Andersen Engineering, Inc.

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APPROXIMATE ROAD SECTION
FROM HWY 191 to GEMINI BRIDGES RD.
NTS

SCALE: 1" = 250'
DEEP WALL TRENCH:
Application Rate = 3000 gpd
Hydraulic Loading 0.7 gal/ft²/day
4' Walls = 8'
Number of 70' laterals = 8
Volume of gravel materials = 210 C.Y.
60 Self Contained RV Sites, 50 gpd/site
Trench Wall Separation = 12'

1. ALL DRAINFIELD PIPING SHALL BE SCHEDULE 40 PVC.
2. THE BOTTOM OF THE TRENCH SHALL BE UNIFORM FLATLY GRADED.
3. TRENCH EXCAVATION SHALL BE MADE WITH BUCKET EQUIPMENT HAVING SIDE CUTTERS OR RAKER TEETH.
4. TRENCH EXCAVATION SHALL BE MADE WITH BUCKET EQUIPMENT HAVING SIDE CUTTERS OR RAKER TEETH.
5. TRENCH EXCAVATION SHALL BE MADE WITH BUCKET EQUIPMENT HAVING SIDE CUTTERS OR RAKER TEETH.
6. PROVIDE AT LEAST 4 FEET OF UNDISTURBED SOIL BETWEEN THE BOTTOM OF THE TRENCH AND THE SEASONAL HIGH GROUND WATER/BEDROCK.

Tuf-Tite, Inc.
CONSTRUCTION PRODUCTS
1200 FLEX COURT
LAKE ZURICH, IL 60047
800-382-7009
847-550-1011
847-550-8004
www.tuf-tite.com/d-boxes.html
Notes:
1) Inlet and outlet of all septic tanks shall be plainly marked as "IN" or "OUT" respectively. (see R317-4-14, Appendix A.1.2.3.)
2) An inlet baffle or sanitary tee...is to penetrate at least 6 inches below the liquid level, but the penetration is not to be greater than that allowed for the outlet device" (see R317-4-14, Appendix A.1.3.C.1.)
3) Outlet baffles or sanitary tees shall extend below the liquid surface a distance equal to approximately 40% of the liquid depth" (see R317-4-14, Appendix A.1.3.C.2.)

NORWESCO SEPTIC TANK SKETCH PLAN (NTS)

1500 Gallon Tank 2
1500 Gallon Tank 1
5025 Gallon Tank

SEPTIC TANKS
N.T.S.

Final Design Approval
DATE: Tuesday, July 02, 2019
TO: Grand County Council
SUBJECT: Conditional Use Permit

PROPERTY OWNER: Lily Ann Balsley & Tracy Balsley
PROP. OWNER REP: Tracy Balsley
ENGINEER: Anderson Engineering Inc.
PROPERTY ADDRESS: 2950 S. Hwy. 191
SIZE OF PROPERTY: 127 acres
EXISTING ZONE: Resort Special (RS)
EXISTING LAND USE: Residential and recreational parking
ADJACENT ZONING AND LAND USE(S): Range and Grazing

APPLICATION TYPE
Conditional Use Permit

STAFF RECOMMENDATION: Approve with Conditions
Comments (optional): Click or tap here to enter text.

APPLICATION PROCEDURE
Decision Type: Choose an item.

Public Notices: ☐ Public Meeting at: ☒ Public Hearing at:
☐ Planning Commission ☐ Planning Commission
☐ County Council ☒ County Council

Attachments:
☐ Approval Letters ☐ Legal Description
☒ Site Plan ☐ Public Comments
☐ Landscape Plan ☐ Agency Comments
☐ Vicinity Map ☐ Response to Standards
☐ Legal Notice ☐ Other: Click or tap here to enter text.

SUMMARY OF REQUEST
The subject property is 127 acres located on the west side of N. Hwy. 191, just south of the Moab Giants Dinosaur Museum. The Seven Mile Park will be comprised of 60 RV sites located on roughly 12 acres.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
The County maintains the Gemini Bridges Road, and UDOT plans to add a deceleration lane to the southbound side of Hwy. 191 (right-turn into property) in approximately one to two years. Applicant will provide water and sewer facilities as per the Southeastern Utah Health Inspector’s approval. The Applicant will improve road surfaces interior to the project and ensure emergency vehicle access. No electricity will be provided. In general, the proposed campground will formalize and improve long-standing unauthorized camping in the vicinity.
CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT

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 confirmed

4. Each space shall be at least 30 feet in width;
   Confirmed

5. Each park shall be served by public water and sewer facilities;
   The public water and sewer system will include a series of portable toilets, RV dump stations, potable water tanks, and water taps. The Southeastern Utah Health Inspector has provided verbal approval of the public water and sewer system, in general. At the time of writing this report, two minor design changes were being processed by the project engineer for resubmission to the Health Inspector. Final, written approval of the water and sewer system will be provided prior to County Council approval.

6. No space shall be located more than 200 feet from a water and sewage service building;
   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 and Staff is not recommending any landscaping or screening. It is understood that the proposed campground is improving long-standing unauthorized uses in the vicinity and addressing a growing issue of visitor use management in the Gemini Bridges area. Staff has worked closely with the Applicant for nearly two years to establish a formalized campground that can accommodate recreational vehicles that, to date, have utilized the Applicants’ property in informal manners. Staff suggests the proposed solution is a beneficial outcome for Grand County residents and visitors.

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.)
   Staff is recommending planning commission ignore this requirement given the soil quality and inaccessibility of irrigation water in the vicinity.

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 anticipates an improvement/reduction of visitor use effects in the area due to the formal campground.

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 campground fits with the character of the vicinity. It is nearby and partially located within the North Corridor Recreation area in the general plan and nearby a handful of other campgrounds and recreational facilities, as well as the Moab Giants Dinosaur Museum.
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.

The proposed campground will not exacerbate existing impacts of recreational use in the area, and is likely to improve/reduce visitor use effects in the area. It should not increase any visitor related impacts on the County.

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.

The proposed campground will create some additional vehicular impacts on Gemini Bridges Road. The County Engineer and Road Supervisor have reviewed the proposed plans and estimated average daily trips (ADTs) resulting from the campground and believe the current road standards suffice. The RV dump stations and portable toilets will create some additional impacts on the City of Moab’s recently constructed wastewater treatment plant, but such impacts are considered minimal. Potable water take-outs from the culinary water system will increase, and vehicular trips for water and sewer trucks between the City of Moab and the proposed development will increase.

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.

The Seven Mile Park will be comprised of 60 RV sites located on roughly 12 acres. Additional land is not needed to accommodate the proposed use.

COMPATABILITY WITH GENERAL PLAN
Staff believes the proposed campground is supported by the General Plan. Specifically, the following elements of the General Plan are noted:

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.

Chapter 3.2 (Vision: Recreation and Access), Public Lands –
Campgrounds: Public Lands Policy 20. Encourage federal land agencies to continue to coordinate with the County on proposed campground development and expansion, specifically for areas within close proximity to Moab.

While the proposed campground isn’t clearly or wholly located within the “North Corridor Recreation” polygon of the Future Land Use Map, it is very close and, in staff’s opinion, clearly within a highly used recreation area. The Gemini Bridges road is a historic, public road that is heavily trafficked.
COMPATABILITY WITH LAND USE CODE (ZONING)
The subject property was rezoned from Range and Grazing (RG) to Resort Special (RS) in 2017. Campgrounds are conditional uses within the RS 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
Section 3.2.3L Recreational Vehicle Parks and Campgrounds (See Use Specific Standards Above)

Articles 5 and 6 related to Development Standards and Section 9.11 Conditional Use Permits.

The County Engineer and Road Supervisor have reviewed the proposed campground plans and find them in compliance with the County’s standards. Stipulations related to road maintenance and emergency vehicle access have been incorporated into the site plans and operating policies. UDOT has provided approval for the project.

PROPERTY HISTORY

The Gemini Bridges Road, which is a public right of way, crosses the subject property. This road is designated under a RS-2477 claim. The Road Supervisor has included stipulations indemnifying the County from making any improvements to Gemini Bridges Road as a result of the proposed development. The Applicant is maintaining a 44 foot wide ROW with a 24’ surface width from Hwy. 191 to the connection with Gemini Bridges Rd. A Union Pacific railroad line also crosses the subject property. An easement granted by the property owner to Union Pacific governs the access and maintenance of this railroad line. The County’s conditional use approval in no way addresses or modifies this easement, and the County will not be held liable for any legal issues that arise between the property owner and easement owner.

Exploration of a formal campground development emerged a couple years back when the Applicant was compelled to formalize parking and waste management at the Gemini Bridges Rd. turnoff. Visitor use was increasing exponentially, but the lack of a formal campground created challenging management issues for the property owners. Staff supports this application because it will clean-up and formalize long-standing unauthorized uses in the vicinity.
AGENDA SUMMARY  
GRAND COUNTY COUNCIL MEETING  
July 16, 2019

<table>
<thead>
<tr>
<th><strong>Title:</strong></th>
<th>Adopting a proposed ordinance revising Overnight Accommodations use rights in Use Table 3.1.D and Section 4.6 Overnight Accommodations Overlay Districts in the Grand County Land Use Code and the Grand County Zoning Map.</th>
</tr>
</thead>
<tbody>
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<td><strong>Fiscal Impact:</strong></td>
<td>Unknown</td>
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<tr>
<td><strong>Presenter(s):</strong></td>
<td>Zacharia Levine, Community &amp; Economic Development Director</td>
</tr>
<tr>
<td><strong>Prepared By:</strong></td>
<td>Zacharia Levine, Community &amp; Economic Development Director</td>
</tr>
</tbody>
</table>

**Stated Motion:**

I move to adopt the proposed ordinance revising Overnight Accommodations use rights in Use Table 3.1.D and Section 4.6 Overnight Accommodations Overlay Districts in the Grand County Land Use Code and the Grand County Zoning Map, and authorize the Chair to sign all associated documents.

**Staff Recommendation:**

Approve the proposed ordinance

**Background:**

Follow this planning effort at [www.moabarealanduse.com](http://www.moabarealanduse.com).

*Note: The following section has served 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 has evolved.

**July 2, 2019:**

The county council solicited oral and written public comment on the proposed ordinance in a public hearing.

**June 18, 2019:**

The county council reviewed and discussed the proposed ordinance recommended by the planning commission in advance of the scheduled July 2, 2019 public hearing. The main thrust of discussion centered on creating and attaching an additional overlay to existing bed and breakfast uses, and whether or not to include in said overlay the bed and breakfasts located in residential zone districts, as they became legal non-conforming uses in 2018.

**June 11, 2019:**

The planning commission held a public hearing on June 11, 2019 to solicit public comments on a draft ordinance that would limit use rights for owners of commercial properties in developing new overnight accommodations. Roughly two dozen individuals submitted verbal comments. The majority spoke in opposition to the proposed ordinance on the basis that it removed some of their property rights, which they had intended to exercise via development of overnight accommodations. A handful of individuals spoke in support of the proposed ordinance, referencing growth related concerns raised in prior meetings, such as resource availability (e.g. water), infrastructure capacity (e.g. roads), community impacts (e.g. noise, character, etc.), and economic issues...
Planning commission voted 6-1 in favor of the proposed ordinance, which would essentially do the following:

- **Repeal and replace Use Table 3.1**
  - Remove overnight accommodations of all types as principal uses (aka “Uses by right”) in all zone districts within Use Table 3.1

- **Repeal and replace Section 4.6 Overnight Accommodations Overlay District**
  - Establish use-specific overnight accommodations overlay districts for hotels/motels, campgrounds, and residential units used for overnight accommodations (condos/townhouses/single-family residences) with associated approval procedures and development standards
  - Planning commission voted 6-1 on an amendment to the draft ordinance presented to them to cite existing use-specific development standards for each of the OA-districts (e.g. hotels/motels, campgrounds, residential units)
  - Planning commission voted 6-1 on an amendment to the draft ordinance presented to them to prohibit expansion of existing uses within OA districts.

- **Repeal and replace the Overnight Accommodations Overlay District map**
  - Apply the use-specific overnight accommodations overlay districts to existing and vested projects of each use-type as per the maps presented in the ordinance exhibit

**June 4, 2019:**

Councilmember Morse and CED Director Levine facilitated conversation regarding the current state of the moratorium planning process, including apparent policy decisions made to-date, remaining questions, and potential directives to Landmark. See Council packet dated June 4, 2019 for meeting materials (Councilmember Morse memo).

**May 28, 2019:**

CED Director Levine was not in attendance. P&Z Administrator Gordon and Chair Willis facilitated conversation in hopes of clarifying the following:

- Clarify that no new overnight accommodations of any type should be approved (or capable of being approved) in planning areas outside Spanish Valley, such as the US 191-SR 313 intersection, Elgin, Crescent Junction, Thompson Springs, or Cisco until residents of those communities ask the County to reconsider such a zoning change. In effect, this is accomplished by removing new Overnight Accommodations of any type from the zoning districts in those areas and not establishing any overlay districts that would establish eligibility for the right to conduct such uses.

- Clarify the redevelopment standards for existing and vested Overnight Accommodations developments.
  - Staff anticipates the County will extend/attach appropriate overlay designations to existing and vested OA developments in order to clearly indicate owners’ rights to operate as OAs.
  - Staff recommends the County establish distinct overlay districts to be applied to existing and vested projects by use type: OA – Hotels/Motels, OA – Campgrounds, and OA – Residential Structures (i.e. Condos/Townhomes).
    - Planning commission has indicated a desire to prohibit any expansion of existing uses and limit conversions of campgrounds to Condos or Hotels. At a minimum, Staff suggests the County explicitly say redevelopment that brings in new, otherwise permitted commercial activities (restaurants, retail, office, etc.) is allowed. Staff would interpret code to allow this by default, but recommends it be explicitly articulated.
    - Staff believes a small expansion of existing lodging should be permitted if new non-lodging uses are incorporated (i.e. Mixed-use), higher standards of development are met, or other public benefits are derived. The planning commission can use the “South
Moab OA Overlay District” standards provided by Landmark Design as a starting place, with the addition of a mandatory mixed use development requirement.

May 21, 2019:

The County Council discussed the current status of Grand County’s moratorium planning efforts and affirmed the course of policy direction depicted below (as per the May 7 and 14 notes.

May 14, 2019:

The County planning commission, at its regularly scheduled meeting, discussed items 3, 4, and 5 from the letter included below, in the May 7th joint City-County meeting re-cap.

Planning commissioners conducted straw poll votes on items 3, 4, and 5 in my e-mail following the May 7th joint meeting. The results of those straw poll votes are below. They directed me to ask that you include the policies they represent in your draft ordinance.

#3 (How to deal with existing uses, and in the case of condos/townhomes, the entire developments)

- Condos/Townhomes: Attach the County’s existing Overnight Accommodations Overlay to existing and vested condo developments known to be primarily overnight rental developments. The OAO map is already applied to Rim Village MFR units, Puesta Del Sol MFR units, Tierra Del Sol, and Coyote Run (Moab Springs Ranch is now in the City). This would ensure that any current or future owners maintain their full legal right to operate a nightly rental out of their unit. At a minimum, the County would need to add Sage Creek (under construction), Red Cliffs Condos, and Desert Wind. The County will need a process for adding condo/townhome developments missed unintentionally.
- Campgrounds: Campgrounds will become legal non-conforming uses. If the Council doesn’t accept that, the planning commission would like to see a Campground Accommodations Overlay attached to existing campgrounds with a strict provision that prohibits conversion from a campground to a hotel/motel. Redevelopment that maintains the current number of lodging units but integrates otherwise permitted commercial uses would be allowed.
- Hotels: Hotels will become legal non-conforming uses. Redevelopment that maintains the current number of lodging units but integrates otherwise permitted commercial uses would be allowed.

#4 (How to regulate redevelopment)

- Planning commission only addressed this item to the extent it is covered above, in #3.

#5 (Should the County allow for any new ONRs, regardless of use type, in areas outside Spanish Valley?)

- No, or at least not until residents of those areas ask for such an allowance to be put back into the LUC.

May 7, 2019:

The purpose of holding a joint City-County meeting on May 7, 2019 is to clarify the core policy components Landmark Design will integrate into a draft ordinance, which will ultimately be presented to each jurisdiction’s planning commission and the public in the next phase of moratorium-related planning. Following the meeting, CED Director Levine submitted the following message summarizing his takeaways and remaining questions. See note at bottom regarding discussion items the Planning Commission should consider on May 14, 2019. I believed the e-mail accurately reflected the majority position of planning commissioners, council members, and the overwhelming majority of citizens who have engaged in the moratorium process to date. The e-mail noted that corrections were welcomed. If planning commissioners see different evidence, believe I mischaracterized either the results of the May 7th joint meeting or public sentiment, and/or want to see Landmark pursue a different course of action at this stage, the County needs to provide additional guidance to Landmark as soon as possible.
Hi Mark,

Thanks for participating in the joint City-County meeting yesterday. I thought it was productive. We were a bit rushed at the end, so I want to make sure we’re all on the same page as to the core elements of your initial ordinance drafts. Anyone on this e-mail should respond if they think corrections are needed.

1. New overnight lodging is removed from all base zone districts as a principal use.

2. The City Council will consider the creation of an overlay district in the north US 191 corridor and in downtown Moab. The overlay boundaries will dictate which properties are eligible to have the overlay applied in order to have the right to develop new overnight lodging.
   a. The County Council could decide to extend this overlay, if created, to include the parcels just north of the Colorado River (e.g. between the Springhill Suites and DOE UMTRA site)
   b. Landmark will draft preliminary standards for the development of new overnight lodging in these potential overlay districts (if applied to eligible properties), including mandatory mixed-use, water and energy efficiency, and size/scale/form-based elements.
      i. I heard from at least one County Council member today that they would like to see these preliminary standards shared with the County as well. While there seems to be consensus that no new overnight lodging should be allowed until our community has reestablished a sense of balance, there may be some areas/nodes in the southern US 191 corridor that could actually be appropriate for new lodging units if, and only if, integrated into a mixed use development that met these yet-to-be-determined standards. Since Landmark will be working on these preliminary standards for the City’s potential overlay, the County will benefit from seeing them should the conversation come up in the future.

3. The City and County Councils will consider how to address existing overnight lodging uses, including hotels/motels, condos/townhomes, bed & breakfasts, and campgrounds.
   a. As I see it, there are three options to be worked out with each entity’s planning commission and council. Option 3 would be the least controversial, but it would likely ensure that such developments are sacrifice zones and, over time, completely convert to overnight lodging. Personally, I’m ok with that as it is pretty much the case already.
      i. Option 1: No new ONR licenses are granted (new-builds or residential conversions). All existing uses become legal non-conforming uses.
      ii. Option 2: No new ONR licenses granted as principal uses. Overlay districts are established that include known ONR developments such as Williams Way, Entrada, Red Cliffs Condos, etc. as eligible to have the overlay attached to their parcel. Existing uses become legal non-conforming uses. All property owners (of existing ONRs or future ONRs) are required to ask for the overlay to be applied to their properties in order to have the full legal right to have an ONR.
      iii. Option 3: Same as 2 except that the City and/or County create the overlay districts and apply them to all the lots/units in these known developments right out of the gate in order to establish certainty around the right to do overnight lodging now or in the future.

4. The City and County Councils need to determine how to address redevelopment of existing uses, whether they are in an overlay or not. If existing uses become legal non-conforming uses, the default limits on redevelopment is no expansion. Basically, redeveloped uses would be limited to what currently
exists. However, I see a lot of value in allowing for redevelopment (with some expansion) as long as it meets some meaningful standards (like those being developed in item 2 above).

5. I’m adding this one because it really needs more explicit attention than it has been granted to date. The County Council will need to decide if it is open to any forms of new overnight lodging in the areas of US 191 and SR 313, Crescent Junction, Thompson Springs, or Cisco.

6. The City and County Councils are supportive of the community node concept (neighborhood scale mixed-use development). I would like to see a map that only shows the potential community node locations we have identified. However, most agree that we won’t be able to establish the planning principles, plans, regulations, and even incentives that will guide and facilitate these community nodes. This is a follow-up task.

As for me, I plan to discuss items 3, 4, and 5 with the County Planning Commission beginning next week so we can provide feedback to the County Council and Landmark while the draft ordinances are being written.

Regards,

Zacharia Levine, AICP*
Community and Economic Development Director

May 1, 2019:

Landmark Design, in coordination with CED Director, Zacharia Levine, hosted a meeting of the advisory committee on May 1, 2019 following the previous night’s public open house/workshop. Most committee members attended the previous night’s meeting as well, so the group discussed primary takeaways regarding core policy and planning area concepts developed to date. The feedback generated from the public on April 30th and the advisory committee on May 1st will inform the discussions taking place on May 7, 2019 between the city and county councils. Following the May 7th meeting, Landmark Design will begin drafting ordinance language for the city and county to review and consider.

April 30, 2019:

Landmark Design, in coordination with the City, County, and sub-consultant LYRB, hosted a public open house/workshop. Materials for this meeting can be found on the project website: www.moabarealanduse.com. Between 80 and 100 individuals attended the meeting to learn about the planning efforts conducted to date, current findings related to public sentiment, initial policy concepts and planning areas, and to provide feedback for Landmark Design, City, and County officials. Landmark Design will use the feedback generated in this open house/workshop to present a narrower scope of potential policy concepts to the City and County councils on May 7, 2019.

April 23, 2019:

Landmark Design presented to the City planning commission and council. Although the County planning commission intended to participate in this presentation, scheduling conflicts prevented it. As a result, CED Director Levine presented the same PowerPoint slides to the County planning commission in their own meeting.

Landmark design presented their initial conception of different “policy packages” and generalized planning areas (e.g. “downtown,” “south of downtown,” and “north of downtown”). Planning commissioners discussed these initial policy concepts and directed staff to provide their feedback to Landmark Design. That feedback is
Landmark used the feedback from City and County planning commissioners and City council members to update materials for the upcoming April 30, 2019 public meeting/workshop.

County planning commission feedback on Landmark Design’s initial policy package “spectrum”:

- In general, the County planning commission (PC) felt like the initial conception of a spectrum of packages is on the right track and reflects public sentiment.
- PC members (and staff) acknowledge that the boundaries of what constitutes “downtown,” “north of downtown” and “south of downtown” need to be fleshed out further. It may be the case that each of these areas needs further differentiation within them as well. Generally, the areas seem appropriate for differentiating development patterns and associated impacts/issues, but the City and County will need to work on the boundaries and respective policies in the mapping exercises coming up soon.
- The “extreme/strict regulations” actually could achieve the “no new overnight rental (ONR)” position many have advocated for as one end of the “spectrum” if overlay boundaries were drawn around existing developments only. More, some existing developments could be left out and turned into legal non-conforming uses.
  - On a related note, the PC and staff recommend changing the title of this package to exclude “extreme” as it communicates the wrong message. No new growth is also misleading because the growth limitations would be placed on new ONRs only. Growth in other forms/uses would still be allowed, and potentially even incentivized.
- The PC discussed the benefits of having tiers of the proposed ONR overlay that would allow for varying levels of development/redevelopment (like the County’s recently adopted HDHO districts). Some could allow for redevelopment of the same size or smaller, others the addition of co-located services (like new retail or restaurant space), some could allow for additional units, some could stricter form-based standards, etc.)
- Questions were raised as to whether or not packages 2 and 3 were different enough to effectively generate public feedback on their nuanced differences.
- These packages don’t explicitly address the area near Hwy 313 and US 191, Hwy 128, or Kane Creek Blvd. The areas need to be addressed. The County PC would like to prevent additional sprawl in lodging development in those areas, or at least significantly improve the regulations governing development in those areas.
- PC members (and staff) would like to see additional nuance in the commercial zoning that does not include ONRs. We need to zone for the economic diversification and development goals we have. There is interest in further incentivizing some commercial activities such that some incentives could make their way into the proposed ordinances, and some could/should be developed in separate but related policy conversations.
- The majority of PC members really want to see water related ordinances (water-efficient landscaping, LID/GI, and greywater ready buildings) included in all policy packages. There is a desire to see these ordinances apply to all new development, and not just new ONRs.
- PC members really support the notion of neighborhood scale, mixed use development areas (i.e. “community nodes”), but agree that the associated standards need to be addressed in follow-up planning efforts. Small area plans are needed for each “community node” because substantial work (and community engagement/public participation) is needed to get them right.
- PC members really want to see the lessons and insights gleaned from case studies (in accessible/bite-size language).
  - In addition to come comparable communities already identified, CED Director Levine noted Aspen’s integrated transportation and land use regulations and Tahoe’s regional cap on vehicle miles traveled (VMT). CED Director Levine also noted The Sonoran Institute and Lincoln Policy Institute have great resources/examples on integrated land use and water planning.

April 15 – 22, 2019:
Landmark Design spoke with individual City council members to receive direct feedback on individual’s concerns and the planning process. Findings from these conversations would help to inform initial policy development.

April 16, 2019:

CED Director Levine provided an update to the County Council on the moratorium process, initial findings related to the “zoning toolbox,” and upcoming steps (see text below). No substantive conversation followed regarding initial policy development.

Landmark Design, on behalf of the City and County, will host a public workshop on April 30, 2019 from 5-7pm at The Grand Center. The purpose of this workshop is to present the results of some case study analysis, findings from LYRB’s economic analyses (LYRB is a sub-consultant.), and preliminary ordinance concepts. A follow-up public workshop is tentatively planned for May 21, 2019.

Within the next week, Landmark will add to the project website at www.moabarealanduse.com the summary of public comments provided during the March 26 and 27 scoping meetings, CED Director Levine’s summary of comments from additional focus group meetings, any additional advisory committee meeting minutes, case study analyses, preliminary policy concepts, and other relevant material.

On April 23, 2019, CED staff will continue its presentation of potential zoning changes to the planning commission. CED Director Levine will also attend the City Council meeting to ensure coordination between the City and County occurs as desired.

April 8-12, 2019:

CED Director Levine facilitated four focus group meetings with multiple stakeholders representing a mix of local businesses: retail, restaurant, outfitters, professional services, real estate brokers, hotel developers/owners, high school students, and middle school students. CED Director Levine is in the process of summarizing the comments and perspectives shared during these focus group meetings.

April 9, 2019:

As part of its standing agenda item discussion, the planning commission talked about the TLUR and suggested preliminary ideas for regulatory changes. Planning commissioners raised the following questions and requests for research/analysis:

- How can/should the City and County differentiate between higher density and lower density lodging, hotels/motels and condominiums and campgrounds, and other scale dimensions?
- Where are neighborhood-scale commercial and mixed-use development nodes feasible? Where do they belong?
- There is support for the concept of performance-based zoning related to water use, energy efficiency, and indicators of need/benefit/capacity.
- There is support for public policies and budgetary expenditures that emphasize residents, community infrastructure, and quality of life (both related and unrelated to zoning regulations).
- The County should establish different regulations for lodging development in the peripheries of the Moab Valley. In some areas (Thompson, Cisco, etc.), lodging development is warranted. In others (north US-191 between Arches NP and Crescent Junction), lodging development may not be warranted.
- Two county council members in attendance suggested the County should, “start with the most restrictive regulations possible, and then work from there.”
Planning commissioners acknowledge that many relevant planning efforts need to occur that require more time than is offered by the 180-day moratorium, and may not be zoning related changes, but that these efforts and ideas should be recorded. For example, transportation planning and elements of state and federal policies that influence the local economy.

Some planning commissioners requested that Landmark Design include in their preliminary set of solutions the following elements: A new or modified version of the Overnight Accommodations Overlay; restriction of new lodging to the "north US 191 corridor; prohibition of new lodging elsewhere in the City and County; enhanced form-based standards that would regulate any new lodging development.

April 2, 2019:

Grand County hosted a joint planning commission-county council meeting on April 2, 2019 for three reasons. The first objective was to ensure members of each body were aware of where the County was at within the 180-day TLUR/moratorium timeline, what had occurred to date, and where the process would go next. The second objective was to ensure the planning commission and county council agreed upon next steps, staff activities, and information requests to Landmark Design and its sub-consultants. The third objective was to provide planning commissioners and council members an opportunity to float initial ideas for regulatory changes that could make their way into draft ordinances.

Highlights from the joint meeting included:

- Future meetings for the public should occur at neutral locations to avoid any resident confusion about which entity hosts the event.
- PC and CC members want to know what the regulatory boundaries are for changes to the LUC.
- PC and CC members have an interest in best practices gleaned from similar communities, in and out of Utah.
- PC and CC members agreed that different regulatory tools could and should be applied to different geographic areas.
- PC and CC members in attendance reached consensus that the “north US 191 corridor” (i.e. the north edge of downtown Moab to Arches NP) should be treated differently than the “south US 191 corridor” (i.e. the south edge of downtown Moab to the Grand-San Juan border). A planning commissioner suggested that new lodging establishments, if allowed, might be appropriate in the north corridor whereas more diverse, non-lodging commercial activities oriented more towards residents were more appropriate in the south corridor. The logic behind this recommendation was that little residential development currently exists in the north corridor and increasing levels of residential development is occurring in the southern reaches of Spanish Valley.
- Those in attendance expressed support for mixed-use development and the underlying principles of form-based codes, although there was concern about where mixed use development would be feasible, the time needed to develop form-based codes, and uncertainty in what they would look like.
- Conservation districts were identified as a way to protect certain areas from undesirable change or to preserve certain characteristics.
- PC and CC members in attendance seemed to reach consensus on the use of an overlay for accommodations developments, which would give the City and County more legislative discretion in approving or denying development applications. A planning commissioner recommended making development approvals contingent upon broader indicators of the need for and capacity to handle new lodging developments, especially for the edification of future legislative bodies.
- Special assessment taxing areas were identified as a possible mechanism for extracting more community benefits or value from lodging developments, although more research would be needed.
Multiple PC and CC members noted the potential benefit of supporting nodes of neighborhood scale commercial development. More retail, office space, and small business development opportunities are needed.

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 and CED Staff are currently in the process of collating and organizing the comments. Once finalized, the public will have an opportunity to comment on their accuracy, comprehensiveness, and any gaps.

March 19, 2019:

CED Director 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:

CED Director 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 CED Director 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.

Key:
ZL = Zacharia Levine, CED Director
KG = Kenny Gordon, P&Z Administrator
TM = Terry Morse, CC Liaison
GW = Chair Gerrish Willis
AS = Vice Chair Abby Scott
RN = Rachel Nelson
RO = Robert O’Brien
EC = Emily Campbell
CG = Cricket Green
KW = Kevin Walker

ZL

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 attractive for 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.
AN ORDINANCE REVISING OVERNIGHT ACCOMMODATIONS USE RIGHTS IN
SECTIONS 3.1.D AND 4.6 IN THE GRAND COUNTY LAND USE CODE AND THE
GRAND COUNTY ZONING MAP

WHEREAS, Title 17 Chapter 27a of the Utah Code authorizes Grand County to enact ordinances, resolutions, and rules and to enter into other forms of land use controls and development agreements that the County considers necessary or appropriate for the use and development of land within the unincorporated area of Grand County, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing: uses; density; open spaces; structures; buildings; energy-efficiency; light and air; air quality; transportation and public or alternative transportation; infrastructure; street and building orientation and width requirements; public facilities; fundamental fairness in land use regulation; and considerations of surrounding land uses to balance the foregoing purposes with a landowner's private property interests and associated statutory and constitutional protections.

WHEREAS, Title 17 Chapter 27a of the Utah Code requires Grand County to provide for the health, safety, and welfare of its residents; improve the peace and good order, comfort, convenience, and aesthetics of the County; protect the tax base; foster the state’s agricultural and other industries; promote the orderly development of urban and nonurban development; provide fundamental fairness in land use regulation; and facilitate orderly growth and allow growth in a variety of housing types.

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

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

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

WHEREAS, while the General Plan acknowledges the important contribution of tourism to the local economy, it also states that growth in new business sectors should be balanced with tourism to achieve year-round economic diversification with higher-paying jobs;

WHEREAS, to date, Grand County has allowed hotels/motels, campground and RV parks,
condominiums and townhomes used for overnight accommodations, and bed and breakfasts (collectively, Overnight Accommodations) in certain base zone districts within the County, as specified in Section 3.1.D and Section 4.6 of the Land Use Code;

WHEREAS, the rapid, ongoing, and future growth of Overnight Accommodations contributes to increased tourism and visitation in the region, recreational assets that help to attract visitors have become crowded and heavily utilized. Between 2010 and 2018 visitation to Arches National Park and Canyonlands National Park increased 60.1% and 58.9%, respectively, with Arches NP and Canyonlands NP reporting 1,663,557 and 739,449 recreational visits, respectively, for a total of 2,403,006 recreational visits in 2018;

WHEREAS, in recent years, Grand County has received 48 permit applications for new construction of Overnight Accommodations developments and 5 permit applications for new construction of other commercial uses amounting to a ratio of 9.6 to 1;

WHEREAS, a Nexus Analysis study by BAE Urban Economics verified and quantified the nexus between new lodging related development and increased demand for below market rate housing;

WHEREAS, market conditions and an increasing dependence on tourism have resulted in Overnight Accommodations being developed to the detriment of the development of other necessary uses, including retail, commercial, office, and housing uses;

WHEREAS, Grand County currently has forty percent (40%) more Overnight Accommodations units (4,525) than it does primary residential units (3,240);

WHEREAS, vested Overnight Accommodations development projects, if completely built-out, will produce at least an additional 1,600 Overnight Accommodations units resulting in a 38% increase for a total number of Overnight Accommodations units of 6,245 units, which is nearly double the number of primary residential units;

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

WHEREAS, the United States Geological Survey is finalizing a draft report of a recent multiyear groundwater study of the Moab Area Watershed, which draft report finds that: a) safe yield for the Area is less than previously estimated (11-13,000 acre-feet (AF) per year rather than 18-22,000 AF per year); b) in 2017, water users in Grand County diverted 14,504 AF; c) the amount and location of return flows into Mill Creek, Pack Creek, and the Colorado River must be studied more; and d) data is lacking on actual diversion volumes for private

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1 National Park Service
2 Utah Association of Realtors
3 Department of Workforce Services
4 The amount of water that can be withdrawn each year without risking harm to the aquifer.
springs, private wells, and Pack Creek surface diversions. Given these findings, Grand County acknowledges that additional water study is necessary and anticipates the need for a multi-agency, intergovernmental groundwater management plan;

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

WHEREAS, non-residents have accounted for an average of 43% of calls to the Emergency Medical Services agency since 2012, and non-residents account for a disproportionate share of financial losses to the EMS agency due to unremitted bills. In 2017, calls from non-resident patients resulted in $317,118 of loss, not including employee wages, benefits or liability insurance⁵;

WHEREAS the local office of the Department of Workforce Services has reported a significant increase in the number of private sector service jobs remaining unfilled because of the increase in Overnight Accommodations and tourism without a proportional increase in affordable housing in Grand County. In February 2019, 328 jobs (5.6% of total employment) remain unfilled with more than 100 job advertisements remaining unfilled for at least six months or longer³;

WHEREAS, Overnight Accommodations developments significantly increase the service population in Grand County, meaning the number of people utilizing infrastructure and public services;

WHEREAS, significant increases in service population creates undue stress on Grand County’s infrastructure and public service systems;

WHEREAS, the City of Moab recently constructed a roughly $10 million regional wastewater treatment facility in order to handle the increased loading and effluent mix resulting from increased Overnight Accommodations, service populations, and pit toilets in campgrounds;

WHEREAS, a recent transportation study found that during a typical Friday in the month of May roughly 2,300 vehicles pass through downtown Moab during a peak hour (8:00 a.m. to 9:00 a.m. or 4:00 p.m. to 5:00 p.m.), and projections for the year 2030 suggest that number will increase to 2,750 vehicles per peak hour⁶. The current and projected traffic volumes have resulted in lower levels of service, longer travel times through Spanish Valley, safety concerns for different user groups, and a diminished experience of downtown Moab for pedestrians and drivers;

WHEREAS, Grand County has received an increase in the number of complaints regarding the impacts of overnight accommodations developments on the County’s infrastructure, public

⁵ Grand County EMS
⁶ Fehr and Peers 2018
services, housing market, economy, general quality of life, and environment, including but not limited to two separate citizen petitions with roughly 100 and 600 signatures, respectively;

WHEREAS, in response to these issues and impacts, the County Council adopted a temporary land use restriction prohibiting the review and approval of new Overnight Accommodations on February 5, 2019 with Ordinance No. 586;

WHEREAS, following the passage of Ordinance No. 586, the County conducted additional research and hosted numerous public meetings, open houses, and public hearings to understand the issues and impacts related to Overnight Accommodations as well as market trends, implications of current zoning standards, community impacts, infrastructure and public service impacts, and resident support for new approvals of overnight accommodations;

WHEREAS, the Grand County Planning Commission, which is statutorily responsible for making recommendations to the County Council regarding text and map amendments to the LUC and accompanying zoning map, held a public hearing on June 11, 2019 to solicit public comment on draft changes to the use overnight accommodations use rights in Use Table 3.1, Section 4.6 Overnight Accommodations Overlay standards, and associated Overnight Accommodations Overlay District map(s), and recommended approval to the County Council;

WHEREAS, during this planning process, the County Council considered these factors along with their own experience and knowledge regarding the essence and character of the greater Moab community; concentration of Overnight Accommodations over other commercial businesses in the County; road conditions and traffic circulation problems which have become increasingly congested in recent years due to historically high short-term visitation and the lack of public or alternative transportation; utility and infrastructure capacity which has not adequately expanded with the growth in Overnight Accommodations; excessive noise and air pollution which may not be cured with local regulation; and housing prices which have escalated in comparison to wages;

WHEREAS, for the reasons cited above, the Grand County Council finds removing all overnight accommodations use types from the list of principal uses in all base zoning districts, establishing use-specific overnight accommodations overlays, and immediately applying the appropriate use-specific overnight accommodations overlays to existing and vested projects is necessary to achieve the purposes of Title 17, Chapter 27a of the Utah Code; and

WHEREAS, the Grand County Council held a public hearing on July 2, 2019 to solicit public comment on this Ordinance and voted to approve the same;

NOW, THEREFORE BE IT ORDAINED, that the Overnight Accommodations Use Table in Section 3.1.D of the LUC is hereby amended and modified to read as follows, and Section 4.6 of the LUC is hereby amended and modified in its entirety as follows:

See Exhibit A.

PASSED, ADOPTED, AND APPROVED by Grand County Council in a regular public
meeting on July 16, 2019 by the following vote:

Those voting aye: ____________________________________________

Those voting nay: ____________________________________________

Those absent: _______________________________________________

ATTEST:      GRAND COUNTY COUNCIL

__________________________________________  ____________________________
Chris Baird, Clerk\Auditor  Evan Clapper, Chair
<table>
<thead>
<tr>
<th>Use Category</th>
<th>Specific Use</th>
<th>Residential</th>
<th>Institutional</th>
</tr>
</thead>
<tbody>
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<td>Single Family</td>
<td>SR</td>
<td>LR</td>
<td>RR</td>
</tr>
<tr>
<td>Commercial Use</td>
<td>SLH, LR, RR, MN, HG</td>
<td>SLH, LR, RR, MN, HG</td>
<td>SLH, LR, RR, MN, HG</td>
</tr>
<tr>
<td>Key: P = Permitted in all</td>
<td>C = Conditional Use Permitted</td>
<td>N = Not Permitted</td>
<td></td>
</tr>
</tbody>
</table>

Exceptions: Standards and descriptions of the categories are provided in 3.2 and 3.4, respectively.
4.6 -OAO, Overnight Accommodations Overlay Districts

4.6.1 Purpose

The -OAO, Overnight Accommodations Overlay Districts are overlay districts intended to designate subdivisions and developments within which overnight accommodations are permitted. Overnight accommodations, while part of the Grand County economy and tradition, are not appropriate in all zone districts and parts of the county. -OAO Districts should be applied only to entire developments and subdivisions or to portions of such developments and subdivisions planned or historically used primarily for such use and activity, accessible directly by an arterial or collector street, and where appropriate and compatible with adjacent land uses and neighborhoods. -OAO Districts may be applied to individual parcels where appropriate.

The -OAO Districts ensure that overnight accommodations are designed and developed in a manner that address the impacts and the increased service needs they generate, including but not limited to traffic, employee housing, natural resources (e.g. land and water), sewerage, law enforcement, and emergency medical services. The -OAO Districts also ensure that Grand County maintains a healthy amount of developable commercial land and mix of commercial uses that support a diverse economy. The -OAO Districts should be applied to ensure that new and redeveloped projects result in tangible community benefits through the application of creative design, the incorporation and support for mixed uses both on-site and elsewhere in the community, and through the provision and support for public uses and spaces to provide a balanced community structure.

4.6.2 Applicability

The regulations set forth in this Section may be applied to real property located within the OAO Boundaries, as shown in Exhibit A, upon application to and approval by the County Council pursuant to the provisions herein. Upon approval, the HDHO District zoning, Development Agreement, and Master Plan shall control development of the Property.

4.6.3 Identification on Zoning Maps

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

[Insert Maps Here]

4.6.4 Allowed Uses

Uses allowed in the -OAO Districts shall be as specified in the underlying base district together with permissible overnight accommodations occupied for time periods of less than 30 days. Accordingly, overnight accommodations developments shall be allowed to incorporate new residential and commercial uses otherwise allowed by the underlying base district.
Existing overnight accommodations developments shall not be allowed to expand the number of spaces, lots, or units for which they were originally approved to use as overnight accommodations.

4.6.5 Lot Design Standards

All development in an -OAO District shall comply with the Lot Design Standards of the underlying zoning district and this Section 4.6, as amended.

4.6.6 District Standards

All principal and accessory structures shall comply with the following requirements:

A. Uses allowed in the -OAO Districts shall comply with the Use-Specific Standards of Article 3 and Development Standards of Articles 6 and 7.

B. Occupancy of any space, room, or unit in an -OAO District may be less than 30 days in duration.

C. An individual land use permit and business license shall be required for each RV/campground, hotel/motel, or dwelling unit rented for time periods of less than 30 days. Each residential dwelling unit used for overnight accommodations shall require its own land use permit and business license even when multiple units are owned or managed by one entity.

D. Such units shall be managed by the owner of the property or a Utah-licensed property management agent or company with a local, Grand County representative who shall properly license the overnight accommodations in Grand County and collect and pay all applicable taxes, including but not limited to, the TRT tax.

E. Additional off-street parking may be required as necessary to mitigate impacts on adjacent land uses and neighborhoods as determined by the Zoning Administrator and County Engineer.

F. Current contact information for the owner and applicable property owners or management agencies or companies shall be posted in an accessible location outside such units or project.

G. Potential impacts upon affected public water sources shall be reasonably mitigated as determined by the Zoning Administrator, County Engineer, and Grand Water and Sewer Service Agency.

4.6.7 –OAO District Application

A. Preapplication Conference. Prior to submission of an -OAO District Application, as defined in this Section, the Developer or Subdivider shall meet with the Community and
Economic Development Director or their designee(s), including other County staff deemed desirable or necessary by the Community and Economic Development Director, to discuss the procedures, standards, and regulations hereunder. Uses allowed in the OAO Districts shall comply with the Use-Specific Standards of Article 3 and Development Standards of Articles 6 and 7.

B. Procedure. An -OAO District Application shall be reviewed and approved in accordance with the procedures of Section 9.2, Text and Zoning Map Amendments (Rezonings), and shall be considered to be a zoning map amendment.

C. Application. A Developer or Subdivider shall submit an -OAO District Application with the information contained in Section 9.2.3 together with a Development Agreement, Master Plan, and Conceptual Site Plan as follows:

1. The Development Agreement shall include the following information:
   a. Legal description of the Property;
   b. Narrative summarizing the proposed development of the Property by gross acre; number of Lots or Units, common area and open space acreage, overall character and architectural style, and other related development features as proposed by the Developer or requested by the County;
   c. All other required components of the Development Agreement outlined in Section 6.15 Assured Housing Requirements; and
   d. Method of compliance with Section 6.15 Assured Housing Requirements, which shall include a stated fee in lieu amount or number of units to be constructed.

2. The Master Plan shall include the following information:
   a. Legal description of the Property;
   b. Identification of all proposed land uses including accommodations and non-accommodations uses;
   c. Number and location of Lots or Units to be developed on the Property;
   d. Identification of site planning features designed to ensure compatibility and a seamless transition between proposed Overnight Accommodations Development and surrounding neighborhoods or site conditions;
   e. A map and description of sensitive lands within or adjacent to the proposed development and how they will be addressed, including but not necessarily limited to the following:
      1. Public drinking water supply watersheds (recharge areas for the aquifer in the Glen Canyon formation);
      2. Floodplains and riparian habitats;
      3. Slopes in excess of 30 percent; and
      4. Significant geological, biological, and archeological sites.
   f. Documentation of the specific utilities and infrastructure that are designed and installed to conserve limited natural resources such as water. Examples (for water resources) include preparation of a water use master plan for the project, the incorporation of gray-water re-use systems,
implementation of water conserving landscapes, installation of real-time water monitoring systems, and the incorporation of water-efficient fixtures.

g. A narrative that includes:
   1. A clear statement of how the proposed development provides benefits to the community as compared to development carried out in accordance with the otherwise applicable zoning and development regulations.
   2. A description of the beneficial public services and goods the project provides to the community. This should include a community benefit concept description, and specific documentation of the proposed types, amounts, locations and relationships of compatible uses provided within the development that provide beneficial public services and goods to the community. Examples of such uses may include mixed uses, residential uses, office, commercial and civic uses, public open space, and indoor/outdoor gathering spaces.

3. The Conceptual Site Plan shall include the information required under Section 9.17.3.A through N.

D. Recordation. The Developer or Subdivider shall record the Development Agreement and Master Plan in the real property records of Grand County, Utah prior to recordation of a final plat approved hereunder or issuance of a building permit for any unit within a site plan approved hereunder. Once approved, the Development Agreement and Master Plan may not be amended or modified without reapplication to the County.

E. Effect. Review and consideration of an -OAO District Application is a discretionary legislative decision. Further, approval of an -OAO District Application does not constitute site plan, preliminary plat, or final plat approval. Rather, such approval shall be deemed approval of permission to develop under the standards of this Section and the Master Plan.

F. Lapse of approval. The -OAO District approval shall automatically expire and be void unless the County approves and Developer records a site plan or final plat for the Overnight Accommodations Development in accordance with Section 9.5 or 9.17 within 24 months of the date of -OAO District approval.

G. Conflict. In the event of conflict between the provisions of Section 9.2 and this Section 4.6.6, this Section shall control.
4.6.3 Overnight Accommodations Overlay Map - As of July 16, 2019

Legend
- Parcels
- OAO_Hotel/Motel
- OAO_RV/Campground
- OAO_Residential Used for OA

Scale: 0, 1.75, 3.5, 7 Miles
Written comments submitted by
Annette Kearl, PhD. MT-BC

July 2, 2019

This is my 5th return to Moab. I was 26 when I first lived here; now it’s 40 years later. I first lived here in 1978 after spending 2 years in Panama. Passing through, I was awestruck with the beauty and quietness of the place and decided to stay. I worked at the Times Independent, Mi Vida (now Sunset Grill), and for Dixie Barker at the Travel Council then housed with the economic development board. I bought my first humble abode in 1980 for $27,900, which I understand sold for $400,000 a couple of years ago. Mary Mullin (now McGann) and Fern were my neighbors. My profession at the time was as a paralegal and I landed a more full-time position with County Attorney, Bill Benge. I also had a real estate license, but never made much money, since I was always trying to preserve the lands with conservation easements, so as to prevent the subdividing or development of such lands. As you may recall, during the late 70’s, public hearings were focused on Atlas Minerals tailings and the burying of high-level nuclear waste in the area. At that time, I found myself politically involved as a democratic delegate.

Realizing that I was probably in the wrong profession, I went on a solo backpacking trip into Arches and into the silence, where I surrendered to the nature around me, trusting that I would be guided on my future path. What happened in the desert was phenomenal and upon my return, my life changed significantly as I followed what I feel was Divine intervention, leading me to the study of music therapy and beyond. I completed my general education requirements with the flying faculty. These were faculty flown down from Utah State University to teach prior to the Utah State extension campus was established.

I left Moab in 1984 before mountain bikes, and I recall the Groff’s at Rim Cyclery wondering about the business risks involved in opening the first mountain bike shop.

In 1994, after completing a bachelors at Utah State and masters in music therapy, counseling and psychophysiology at the University of the Pacific in California, I returned to Moab. I was hired to coordinate a grant program entitled: Families
Agencies and Communities Together (FACT) at Helen M. Knight. The FACT program involved working with other agencies, DCSF, Work Force Services, Early Intervention, the Health Department and Four Corners Mental Health where the focus was on at-risk youth and families. It also included “The Beauty Way” as practiced by the Navajo Nation. I implemented biofeedback at HMK (my own system) while trying to convince the school district of its effectiveness in teaching kid’s self-regulatory techniques. I brought the Taiko drums to Moab and to HMK. I assured the principle and teachers that the office referrals would decrease as my at-risk kids participated in Taiko drumming and the discipline it required. They were skeptical at first but couldn’t ignore the data. One of our Taiko performances was called “Drums Not Drugs.”

Separate from my involvement with FACT, I remember being charged with disturbing the peace while forming a local Taiko performance group. My practice space was located across the street from Milt’s Stop and Eat. Some residents in the neighborhood were delighted, some not. In addition, when we practiced outdoors on the 17 acres where I lived on Bartlett Circle, the drum sounds echoing off the cliffs brought about some attention. I tried to remedy the situation in the space across from Milts by installing sound proofing. The point I am trying to make here is this. With my expertise in sound and vibration (I now have a doctorate on the effects of sound on health and physiology) people need to pay attention to the decibel levels that are currently being produced with the onslaught of the sound pollution throughout town and the valley caused by the all-terrain vehicles, motor bikes and the like. Negative health effects have been scientifically proven. Where is the silence now?

In 1998, the grant money for the FACT program ran out and the agencies involved did not continue any financial commitment. Consequently, it was necessary that I leave Moab again. I returned two additional times, once working for the Division of Family Services where Emily our current mayor and I were colleagues.

Places I’ve lived in- between my returns to Moab include Sedona, AZ and Jackson Hole, Wyoming. Both are dependent on the tourist industry. In Sedona, they had the foresight and plan to prevent sound, light and billboard pollution. In the neighborhood where I lived for 5 years, the night sky was observable, I could hear the coyotes and the havalina families wandering at night.
Amirante K. L. Ph.D. written comments

To shorten this potential written dissertation, I make the following comments and ask certain questions.

How are the big developers actually contributing to our community? Suppose they were required to include solar or wind power as part of their plan, resources, the collection of which could possibly benefit the community at large. At least they wouldn’t be drawing upon our limited resources. How about being accountable for their own recycling.

I can understand why some long-term residents are concerned about restrictions placed on their properties. In support of them, I see that they are small and few in number, and they have been contributing to the community over time. Perhaps they deserve special consideration.

In most Native American cultures, effects of any tribal decision making consider how it would affect generations 7 years in the future. I don’t see any evidence that we share this same world view. Why not? I am glad to have signed the “Enough is Enough” petition; however, perhaps the youth in our community could be surveyed and share how they feel about the changes and how they have been affected by them. The youth have a voice. Does one need to be a certain age to share at a public hearing?

There are other voices that haven’t been heard. Remember Marty Robins, the American singer, and song writer born in 1925 who died in 1982. Did he have insights into the current situation?

I decided to sing Marty’s song “Man Walks Among Us” today since the song itself is over 3 minutes. I’ve increased to tempo in order to not exceed my allotted time. I’ve included the lyrics:

“Warm are the winds on the desert. A whirlwind is dancing around. I stop to survey all the beauty that’s here, when a shadow moves out cross the ground.

It’s an Eagle that circles above me, and he screams to his friends on the hill. Stay close together, move not a feather, man walks among us be still, be still. Man walks among us be still.”
Everything hides but I see them. I spotted an old mother quail.

I look close and see looking right back at me, the eyes of the young cottontail.

I see a Coyote sneaking, as he crawls through the brush on the hill.

And the Eagle streams down, stay close to the ground,

man walks among us be still, be still. Man walks among us be still.

Twenty feet high in the side of a cactus, I see a hole where the Butcher Bird stays.

If mortals could choose and if heaven should ask us, here’s where I’d want to spend all of my days.

Soon we’ll be gone on the desert, cities will cover each hill. Today we’ll just be a fond memory. Man walks among us be still, be still. Man walks among us be still.”

https://youtu.be/VsPKrw_TJ2U Check out the u-tube.

In closing, it seems that Moab continues to manifest a behavioral pattern of boom and bust. That needs to change!
Dear Grand County council members,

My name is Kelly Oliver. I work for the City of Moab in the facilities dept. My wife Ashley and I have owned and operated a licensed Airbnb bed and breakfast located in our home in Grand County for nearly 4 years now. This business has allowed my wife to earn a full-time income, and also have the ability to be home with our children instead of paying for childcare, which is nearly impossible to find, and very expensive. This business has provided us the means to afford the purchase of our home here in Moab. Without the BNB we wouldn’t be able to afford to live in Moab where both of us were born and raised, me being a 5th generation, and Ashley being a 4th.

When we first started this business, we were told we could expand up to five rooms. We fully intended on doing so, as we were under the impression, we were licensed for up to five rooms. As a business just starting out, we had to start small only being able to offer two rooms. After two years we were ready to expand by adding 3 additional guestrooms to the property, only to find that the county ordinances were changing, and we would not be able to expand without additional licensing. We were under the impression for almost 2 years that we would be able to expand at any time, as long as the expansion didn’t exceed 5 rooms, and our property met the requirements. We had secured funding, paid for blueprints, and paid initial fees for building permits we were never able to use. We have waited 2 more years now, and would like to eventually expand, adding 2 or 3 more rooms to our business. Our property meets all the requirements, there would be ample parking space, our neighbors are mostly family members and would not oppose the expansion and are willing to put that in writing. Our property is zoned rural residential, but the back portion is right alongside hwy commercial and many commercial properties including, retail, gov, hotel, and bank properties. We believe that an expansion would have no negative impact on our neighborhood, as we already operate 2 rooms with no problems and have large enough property to accommodate the expansion. Allowing us to expand our business would bring the county more transient room and sales and use taxes, and more income for us to hire employees, which benefits the local community. Our home is NOT a stand alone nightly rental property. We live on the premises full time, so our business does not take away from local housing opportunities. There is a growing desire for tourists to stay in accommodations like ours, opposed to traditional hotels. This brings in good income for locals as well as keeping new hotels at a minimum. Allowing us the opportunity to expand would have no negative impacts on the county, city, or our neighborhood. We take pride in the fact that we run a “nightly rental” business the correct way. We do not cause disturbances in our neighborhood, we run things safely and professionally, and offer guests an experience that is both affordable and unique. We have enjoyed this business and we have also contributed a lot of money through taxes. To date we have hosted over 2000 guests from all over the world. We believe this kind of business is a great opportunity for locals to profit from the tourism industry, and to be able to afford to live in this beautiful place we call home. Please consider allowing us to expand our already operational BNB and consider evaluating and approving future BNB licenses on a case by case basis. There are properties that are perfect for this type of business, and properties and people who are not. We think evaluating BNB license requests on a case by case basis would have a positive impact on the community.

Thank you for your time.

Sincerely, the Olivers
July 3, 2019

Dear Chair Clapper and Members of the Grand County Council:

I have followed with interest in the local paper and on-line, the ordinances currently under consideration regarding lodging use in Grand County. This letter is to express my concerns. While it is very real and pressing that the negative impacts of tourism need to be mitigated and addressed, an extreme action such as removing the highest and best use from commercial property owners is deeply troubling. Devaluing the commercial property in Grand County will surely create unnecessary conflict between private property owners and local government, and will most likely result in lawsuits to the County Council.

As you may know, I am interested in and have been planning to sponsor a bill that will directly reform the Transient Room Tax (TRT) law. Grand County is indeed the poster child for the need to bring this antiquated law up-to-date with the modern demands of our rural counties. A large part of successful TRT reform relies heavily on the wise and measured use of TRT monies after reform has taken place. If TRT reform is indeed a priority for the County Council of Grand County, I need to express my concern regarding the direction the Council appears to be taking. As your Representative in the State Legislature, I would like to work directly with you to mitigate the impact of tourism and promote responsible growth.

I encourage Grand County to choose a more measured and calculated path on these issues to allow for sensible solutions, like TRT reform.

Respectfully,

Carl R. Albrecht
Utah House of Representatives. District 70
Two items:

1. I don't often attend council meetings (my bad), but I was confused and perhaps misunderstood. But there was a note next to the commenter cards near the chambers entrance. My recollection is that it said something like "However, comment cards are not needed for public hearing statements" or something like that. I did not fill out a card, and so was not called to make a statement. Perhaps there was time after Mr. Levine's last Q&A, but by that time, I needed to leave. I am disappointed, and confused. Please clarify if a card was needed or not!

2. I would have commented to this effect: I have been a resident of Grand County for "only" 30 years, and am a property owner. I have seen a lot of changes in the Moab area during this time, and a few are actually good! We survived the big influx of new motels in the early 1990s, in the effort to attract tour buses; they are here, but other than at lodging facilities, there is NOWHERE for them to park. (Witness: Yesterday, one parked across from Moonflower Market, in front of the "no parking" sign by the post office, making it impossible to pull out onto 1st North from the PO safely). But most of the negative changes are due to the influx of visitors, and to a smaller degree, certain business owners.

While there are many issues connected with your upcoming decision on this issue, there is none more important than WATER availability. With development of suites with dishwashers in every room (you know, to wash your coffee cup and breakfast cereal bowl), people who just don't get the fact that they are in a desert and water is precious, and more toilet flushes, more showers, more pools....it just makes NO sense. Yes, property rights (of everyone, not just those interested in development), traffic congestion and parking, noise, light pollution (which most large overnight accommodations don't even consider), etc. etc. are all important. More overnight lodging development will make a few people richer; but who will work there? Those folks will not be better off (unless you consider minimum wage jobs and exorbitant to non-existent housing "better"). But I believe it all boils down to qualify of life. Most of us who live here year round chose to do so because of the small-town atmosphere, which is long gone. Next on our list of "amenities" might be the vast public lands - which are slowly but surely deteriorating, due to overuse (in spite of strong intent of land managers and their staff). As has been pointed out, NOBODY has shown a demand for more lodging; everything is the "build it and they will come" mentality.

Please continue the moratorium until the developments in the pipeline now * are completed, and given time for assessment.
*That 38% number has been batted around a lot. But if you stop and seriously consider this...really???? One-third more water consumption, one-third more noise, one-third more traffic, one-third more light pollution - it is truly staggering!!

Enough is enough.

Diane Allen
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 grew up in Golden, Colorado, a small rural town that I had watched be completely overwhelmed by housing and buildings. The very fields where I rode my pony and practiced for 4-H and Little Britches Rodeo were covered over with building structures. Eventually these conditions drove me to search for an alternative home. I chose Moab, Utah to settle despite a depressed economy and I held three jobs just to make ends meet. I happily traded job security in for the beautiful open space in my own backyard again.

Having grown up in Colorado I watched as the places I loved to vacation, Frazier, Aspen, Vail and Telluride grew to unsustainable size. As a tourist in these towns I struggled with my participation in visiting for hiking and skiing and watching the over growth of the towns. I have many friends that worked and lived in these towns that I would stay with and listen to them lament that they were going to have to move away as they could not afford to live there any longer. When I saw this same “writing on the wall” in Moab in 1992, I told my husband we must buy property and build a house or we would be forced out of town by 2000. My husband and friends thought I was crazy. I went out that winter and found a property that we could afford.

As career seasonal river guides we already did not qualify for a loan and had to turn to family to borrow money to build our house. We did all of the building ourselves working every spare time we could get off from our jobs. With hard work, a penny pinching lifestyle and multiple off-season jobs, even having to leave town some winters, it paid off allowing us finish and make double payments against our loan. We owned our own home in 15 years.

I feel like I’ve been given a 10 year gift, my original prediction of 2000 was off a bit. By 2010, I knew the time had come as I saw friends begin leaving town no longer able to afford the rent. I am deeply saddened by this problem and grow more concerned with each hotel, fuel station and overnight accommodation built in Moab and Spanish Valley. When I have spoken and written to past County Councils my words of warning fell again on deaf ears and growth continued uninterrupted without proper planning. Now we have over 1200 planned developments already approved with no sustainability plan in place. Last year alone was our warning that water shortages were likely in our valley and climate predictions indicate that those types of shortages will continue and even increase in our arid country. With a full Ken’s Lake this year many seem to have forgotten last year’s desperate shortages. They will return and we must plan for water shortages. The current growth alone is not in keeping with this issue.

I am writing the Council asking you to please stop the growth, for me, for the water ways, the plants and animals that still live in the valley, and to preserve the limited open space remaining. We live in one of the most amazing landscapes on earth, the very reason many of us moved here and the reason visitation has increased so much, it deserves our respect and protection from our human expansion. As we grow ever faster and increase the population in
this valley it has become urgent to set preservation as our priority.

Please do not approve any more nightly rentals, hotels, or overnight accommodations. Grand County, lead by the Council, must turn to planning a community that can sustain both a permanent population, with workers and the visitors. This will take planning and time to see how the already approved projects are going to effect our beautiful valley.

Thank you for taking the time to read my letter.

Sincerely submitted, Susette DeCoster-Weisheit
Dear County Council Members,

As retired folks, attorney’s representing clients, business owners, property owners, young activists, investors and developers congregated at Tuesday’s City Council Meeting, there was a group of local families working together to participate in the democratic process. Attending lengthy local government meetings is a privilege that can often exclude a significant cross-section of our town. Single parents, those who work evenings, travel for work, work two jobs etc... The voices heard are not always representative of our entire community. In an effort to be a voice in the democratic process and to express our perspective on the overnight accommodation moratorium, a group of seven young families showed up to play on the courthouse lawn, eat pizza and tag each other out with the opportunity to listen-in or voice-in during the meeting.

It is important to us that diversified investments are being made in our community. Rather than arguing about property rights, perhaps we should shift the conversation to property opportunities/responsibilities. Overnight accommodations are not the only means to get a return on your investment. While they may be the easiest and most profitable, they are only good for a select few in our community. I challenge those individuals, investors and developers with such opportunities to make wise, diverse and creative investments in our community. These investments will require a fair bit of work, cooperation, ingenuity and they may not offer the absolute highest return on financial investment. I would argue however, that with a growth-mindset, some benevolence and collaboration, those with property opportunities could have sound investments that have financial returns AND look out for the greater good. Win win! You can have your retirement fund and bring good to your community, we just need to look beyond overnight accommodations and selling out to out-of-town interests/hotels.

On a more personal note, my husband and I recently sold our small local business to a much larger competitor and took a financial loss. We bought a thriving turn-key business that we grew at about 10-20% for five years. Unfortunately, in the 6th year of business, world markets in our industry shifted. Many others like us in the industry went completely out of business. Moab City government pushed forward a plan that did not give us a chance to compete. We lucked out and didn't get completely run out of business with debt, but we did not get a return on our investment, in fact we incurred losses. This is the risk we all take with investments. Real estate and property investments are no exception.

From this experience, among others, I understand the concerns of those with real estate/property investments that may be financially impacted by local government decisions. I feel for the people standing on principals of property rights. It’s a tough situation. However, if we look to the long term, there is no guarantee of their investments. Most of these individuals, investors and developers will still have business opportunities if we do not permit more overnight accommodations. The rest of us - in this instance, those without an investment property - may never be able to afford to buy a home (or for that matter, find an affordable rental), become entrepreneurs or invest back into our community in financial or other meaningful way. We will become an exclusive rather than inclusive community.

If we make a decision based on what someone was told in the past, without being able to amend the future, we are static and static things will eventually snap. If we are dynamic, flexible and we make balanced, diverse investments we can meet the needs of many, we can uphold some integrity of our small town and choose community and quality of life over individual profit. If we don’t regulate or push pause on nightly accommodations over legal threats on amending property rights, we will never be in control of our growth, we will not shape it, it will always shape us.

I urge the County Council to extend a moratorium on nightly accommodations for the short term. Let us see what development feels like after the already approved units are established. This can benefit those sitting on land now! They can creatively invest in the meantime or wait and see what our community needs become in the future. Perhaps nightly accommodations will still be the most wise and lucrative investments, perhaps not. Time will tell.

"In the long history of humankind, those who learned to collaborate and improvise most effectively have prevailed"
- Charles Darwin.

Sincerely,

Ariel Atkins (resident since 1989, campground operator, raising the next generation here in Moab)
Dear county council:

I am in favor of no further growth in overnight accommodations. The current projects in the pipeline are already more growth than makes sense to me, and pausing any further increase is the right thing to do until things settle out.

Please stand up to the developers and do what is right for the majority of our citizens. We are the ones who are negatively impacted while the developers who live elsewhere benefit from the crush of tourism that is stressing our infrastructure and sanity. You have the opportunity to make a positive change for our future.

Thank you for your service to our county ~ it’s a tough job and you will never be able to satisfy everyone. We appreciate the hard work you put into governing our eclectic group of citizens.

Regards,

~Nancy Orr
394 W 400 N
Moab
Hi,

I'm writing to find out more about the proposed changes to Grand County's OAO. Specifically, I'd like to see a copy of the proposed OAO. (The only version that appears to be publicly available was published in the Moab Sun News on Jun. 20th, but the resolution is too low to get much information out of it.)

As a property owner in Grand County, I'd like to express my opposition to any changes to the OAO that would infringe on my property rights. The ability to use my property for overnight accommodation is an important source of income for my family, but there appears to be no publicly available information about how changes to the OAO would affect existing, legally-permitted overnight rentals. It seems inexcusable that the council has not done a better job of communicating this information to stakeholders.

Thank you,
Ian Hooper
Here are our comments: "STOP ALLOWING ANY MORE RESORTS, OVERNIGHT LODGING TO OUR SMALL RURAL TOWN AND SPANISH VALLEY!! The "FRENZIED" GROWTH IS DUE TO GREED AND WILL TAX OUR RESOURCES LIKE WATER, DARK SKIES, FOOD, QUALITY OF LIFE FOR LONG TERM RESIDENTS! THE COUNCIL'S JOB IS TO DO WHAT'S BEST FOR THE COUNTY AND 90% OF RESIDENTS SAY NO TO MORE OVERNIGHT RENTALS! THERE IS NO DEBATE! WE SAY NO TO GREED AND YES TO RESPONSIBLE GROWTH--WE DID NOT SEE THAT WITH YOUR PORTAL BLOCKING HILTONS OR THE SPRAWLING PACK CREEK RESORTS!! SHAME ON YOU FOR ALLOWING THIS IN FIRST PLACE AND TO EVEN DISCUSS MORE BUILDING IS HEINOUS!" DO YOUR JOB AND STOP PATRONIZING MILLIONAIRES WHO PAY NO TAXES!"
To whom it may concern,

I write to you as a very concerned citizen. I have lived in Moab since 1998 and have witnessed the incredible growth of the town due to tourism, some of which has been healthy and some of which has been very unhealthy. For many years I was a renter and experienced the increased difficulty in finding an affordable place to live. Eventually it became almost impossible to find a place to live and I resorted to living in a school bus. Eventually I was fortunate enough to participate in the USDA self help program and am now a proud home owner.

For the last 6 years my husband and I have rented rooms to seasonal workers from March until November. It is astounding how many applicants we get in a very short time. This spring I put an ad in the advertiser and within 24 hours had 35 applicants, 1/3 of which were families and half of which were looking for year round accommodations. This was in TWO DAYS. I withdrew my ad from the second week, simply because I couldn't keep fielding the calls.

The nightly rental situation contributes significantly to this problem because home owners can make the same amount of income in one weekend as they could for a whole month, and in many cases even more!

I feel that we owe it to our community to address the housing crisis that Moab has been facing for years. If we want to continue to grow in a healthy and prosperous manner, we have to take care of our citizens and the working population that make it all possible. Let us NOT turn into Telluride or Aspen, where the working class have to drive 1-2 hours just to get to work. We have the power to make a change. Do we want our community to be inclusive to the people who are the backbone of our very existence? Or do we want to create exclusion and with it bring unrest and anger?

I ask that you please consider our future as a community, where people can ride their bikes to work and have time in their lives to enjoy the recreation that we promote to the world. Please do not promote a higher carbon footprint and an unhealthy lifestyle of long commutes and less personal time.

We need affordable housing desperately. We do NOT need more nightly rentals until we can house all of our working citizens.

You have the power to affect change that will promote a healthy and happy community. Make some waves and support the working class!

Thank you for your time!

Best,
Ariana Lowe
4543 Vista Verde Circle
(435)260-1028
Public Comment on Moab’s proposed Ordinance Change on property and commercial zone and overnight accommodations overlay districts.

Planning and Zoning Commission
Grand County Council
council@gran countyutah.net

My name is Craig Halls. I am a practicing attorney in the Grand and San Juan County areas. Over the years I have had several clients who are involved in overnight and RV park businesses. I have read the Grand County Ordinance #586, which placed a moratorium on additional overnight accommodations, paying particular attention to the reasoning given for the moratorium. I also have reviewed the proposed Overnight Accommodation Overlay District proposed ordinance, numbered 4.6 et. seq.

The overriding concern in these documents seems to be the increase of overnight accommodations and the stress that is putting on the infrastructure of Moab; and additionally, the fact that the persons intended to work in those facilities cannot afford Moab housing. Numerous jobs are going unfilled, primarily it seems in the lower income part of the tourist industry, because persons who would fill those positions can’t afford the living expense of living in Grand County.

I propose that a partial solution to this problem is actually one of the industries in which you are endeavoring to limit. My previous experience with RV park and camp ground facility owners is that they have spaces for RV’s and even tent camping, and in many cases have rates on a monthly rental basis. I am aware that these spaces are sometimes occupied by persons who come in and take advantage of that lower priced accommodation and work in Grand County on a seasonal basis. The RV parks and camp grounds are essentially the least expensive living space that can be accessed immediately in your area.

There is a distinction in this overnight space, and the overnight space that is being developed by virtue of hotels and motels. The additional rooms being added by motel expansion burden the infrastructure but give no relief to the problem of housing for people who work in the tourism industry. You essentially can’t afford to live in a motel room for six (6) months during the tourist season at $150 - $250 a night, or more.
RV parks and campgrounds are essentially the most time sensitive, affordable option, until some form of high density, or lower income housing can be developed; and even when that is developed it continues on into the future as an economic benefit to the county. While there may be some additional burden on the infrastructure, it provides a solution to at least some part of the housing and economic development issues by helping to provide living space for the people to man the unfilled positions.

Your service industry workers are essentially never going to be able to afford average housing in Moab.

For these reasons it would seem to me that you may consider additional RV or camping space, and you should consider at least treating your analysis of high density hotel and motel space differently than the impact of spaces occupied by overnight RV and camping.

Respectfully submitted by:

(Craig C. Hall)
To: Grand County Council

Subject: Proposed OA Use Rights Ordinance

Date: Tuesday, July 09, 2019 5:07:30 PM

Attachments: 2895 South Hwy 191 Plat.pdf

Grand County Council Members et al.,

I am a Grand County resident and property owner. See attached plat for the property in question located at 2895 South Hwy 191.

I am opposed to the proposed ordinance to remove overnight accommodations use rights specifically from the HC Zone. I feel there are other ways to mitigate our current rate of growth and the issues it presents and I believe that most properties located in the HC zone are best suited for overnight accommodations.

If you do vote to remove overnight accommodations use rights, I strongly urge you to allow vested properties to expand within what the current HC zone allows.

The highest and best use for my property in question is a hotel, condominium or townhome development. Since purchasing the property in 1994, I have had plans for small rental cabins that I am still considering. The Sage Creek Development (to the north) may likely be interested in purchasing my property for future expansion.

By not allowing expansion (or limited expansion) I immediately lose both those possibilities and my property value decreases. I also believe it is discriminatory to allow other properties not currently vested to have the same rights to apply for expansion as I would.

I have attended several of the meetings and listened to comments. Some folks have said that buying real estate is speculative, like "your stock portfolio" or "a super bowl bet". As a successful realtor in Moab for almost 20 years, I understand that real estate is somewhat speculative however, it is considered real property as opposed to personal property (such as stocks or bets). I would like to see a financial institution that will loan against either of those things. Real estate is a solid investment and often times, the expectations and intention(s) for purchasing are not fully realized immediately.

I urge you to consider other avenues. Taking away one's property rights is not the answer.

Respectfully,

Danette Johnson

Danette Johnson
(435) 260-0130
Moab Realty
301 S. 400 East Suite 203
Moab, UT 84532
(435) 259-7870 Phone
(435) 259-7294 Fax
Hello Council, I live in Grand County. The Grand County Council has heard arguments for and against rescinding the right to overnight accommodations. Your own study, conducted by Lewis Young Robertson & Burningham, Inc., has told you that removing overnight accommodations will hurt this economy, how there is not enough nightly rooms, and how this is a bad idea for our economy. So, I would like to bring up the subject of CONFLICT OF INTEREST.

This council has adopted Utah Code Ann 17-16a-1 for its Standards of Conduct and Ethics. This code stipulates that “Each officer who is a member of the council...is REQUIRED to disclose to that body any conflict of interest prior to consideration, in any public meeting or hearing before such public body.”

A conflict of interest exists if the officer or his or her: parent, sibling, other member of the same household, client, or employer meets one or more of the following criteria.

A. Has an ownership interest in a business having matters under proper consideration
B. Has an ownership interest in a piece of property for which zoning, conditional use, or development approvals are under consideration
C. Or represents as an agent, provides a professional service, or is a paid advisor to an individual or organization with matters under consideration

An officer of the County who is required to disclose a conflict of interest shall recuse himself or herself from participating in, commenting on, or voting on the matter in which such conflict exists...

Any officer who shall fail to disclose a potential conflict, as defined, shall be guilty of a misdemeanor offense in accordance with Utah Code Ann 17-16a-10, for which violation that officer shall be subject to removal from office and dismissal from county employment."

If any council member, or their immediate family, or their employer owns property that is permitted overnight accommodations, has a vested or financial interest in overnight accommodation, rents property to a company with overnight accommodations, or owns any property being affected somehow by this vote, then you have a direct conflict of interest. You are voting to raise the value of your own property and decrease the value of others'. You are voting out your future competition. You cannot and you should not be voting on this issue. So, I ask, that if you have that conflict of interest, recuse yourself.

Concerned Moab Citizen
The Declaration of Independence states that all men are created equal endowed by our creator with certain unalienable rights which are LIFE, LIBERTY, and the pursuit of HAPPINESS. Which means to me that I get to live my life as I see fit as long as I do not infringe on my neighbor or do anything unlawful. My neighbor should not be able to vote on my property rights nor am I able to tell someone else what they can do with their property. This was set up to protect individual rights not government rights.

You as a council keep advertising Moab yet when a problem arises that you created your solution is to take away my property rights to solve your problem.

You just passed a Dark Skyes ordinance, one of the reasons given was that more visitors would come to enjoy seeing the sky. If more visitors are expected why are you limiting more over night rentals?
Directions: To request inclusion on the Council agenda, complete this Agenda Summary form by following the instructions (in red) within the form. Email completed form and any attachments to council@grandcountyutah.net no later than 5:00 p.m. on the Wednesday before the requested Council Meeting (meetings are held the first & third Tuesday of every month at 4:00 p.m. Contact: Bryony Hill, Council Office Coordinator, at (435) 259-1346.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
(JULY 16, 2019)

Agenda Item: P. 2

| TITLE: | A Resolution to Initiate Proceedings to Amend Section 4.6 of the Grand County Land Use Code to Integrate Mixed Use and Design Standards Applicable to OA Developments |
| FISCAL IMPACT: | N/A |
| PRESENTER(S): | Christina Sloan, County Attorney |

RECOMMENDATION:
I move to adopt the proposed Resolution to Initiate Proceedings to Amend Section 4.6 of the Grand County Land Use Code to Integrate Mixed Use and Design Standards Applicable to OA Developments and authorize the Chair to sign all associated documents.

BACKGROUND:
Utah Code § 17-27a-508(1) permits Grand County to deny approval of a land use application submitted within one hundred and eighty (180) days of initiation of proceedings to amend applicable land use regulations.

Grand County is studying mixed use and design (form and performance-based) standards applicable to new OA developments and expansions/redevelopments of existing OA developments (the “Standards”) to integrate into Section 4.6 of the LUC, which standards Grand County was unable to finalize prior to adoption of the recent ordinance to revise OA use rights in Section 3.1 and 4.6.

This Resolution initiates proceedings to amend Section 4.6 of the LUC to integrate mixed use and design (form and performance-based) standards applicable to new OA developments and expansions/redevelopments of existing OA developments.

ATTACHMENT(S):
Proposed Resolution
§ 17-27a-508. Applicant's entitlement to land use application approval - Application relating to land in a high priority transportation corridor - County's requirements and limitations - Esting upon submission of development plan and schedule.

Utah Statutes
Title 17. Counties
Chapter 27a. County Land Use, Development, and Management Act
Part 5. Land Use Regulations
Current through Chapter 510 of the 2019 General Session

§ 17-27a-508. Applicant's entitlement to land use application approval - Application relating to land in a high priority transportation corridor - County's requirements and limitations - Esting upon submission of development plan and schedule

(1) (a) (i) An applicant who has submitted a complete land use application, including the payment of all application fees, is entitled to substantive review of the application under the land use regulations:

(A) in effect on the date that the application is complete; and

(B) applicable to the application or to the information shown on the submitted application.

(ii) An applicant is entitled to approval of a land use application if the application conforms to the requirements of the applicable land use regulations, land use decisions, and development standards in effect when the applicant submits a complete application and pays all application fees, unless:

(A) the land use authority, on the record, formally finds that a compelling, countervailing public interest would be jeopardized by approving the application and specifies the compelling, countervailing public interest in writing; or

(B) in the manner provided by local ordinance and before the applicant submits the application, the county formally initiates proceedings to amend the county's land use regulations in a manner that would prohibit approval of the application as submitted.

(b) The county shall process an application without regard to proceedings the county initiated to amend the county's ordinances as described in Subsection (1)(a)(ii)(B) if:

(i) 180 days have passed since the county initiated the proceedings; and

(ii) the proceedings have not resulted in an enactment that prohibits approval of the application as submitted.
(c) A land use application is considered submitted and complete when the applicant provides the application in a form that complies with the requirements of applicable ordinances and pays all applicable fees.

(d) The continuing validity of an approval of a land use application is conditioned upon the applicant proceeding after approval to implement the approval with reasonable diligence.

(e) A county may not impose on an applicant who has submitted a complete application a requirement that is not expressed:
   (i) in this chapter;
   (ii) in a county ordinance; or
   (iii) in a county specification for public improvements applicable to a subdivision or development that is in effect on the date that the applicant submits an application.

(f) A county may not impose on a holder of an issued land use permit or a final, unexpired subdivision plat a requirement that is not expressed:
   (i) in a land use permit;
   (ii) on the subdivision plat;
   (iii) in a document on which the land use permit or subdivision plat is based;
   (iv) in the written record evidencing approval of the land use permit or subdivision plat;
   (v) in this chapter; or
   (vi) in a county ordinance.

(g) Except as provided in Subsection (1)(h), a county may not withhold issuance of a certificate of occupancy or acceptance of subdivision improvements because of an applicant's failure to comply with a requirement that is not expressed:
   (i) in the building permit or subdivision plat, documents on which the building permit or subdivision plat is based, or the written record evidencing approval of the building permit or subdivision plat; or
   (ii) in this chapter or the county's ordinances.

(h) A county may not unreasonably withhold issuance of a certificate of occupancy where an applicant has met all requirements essential for the public health, public safety, and general welfare of the occupants, in accordance with this chapter,
unless:

(i) the applicant and the county have agreed in a written document to the withholding of a certificate of occupancy; or

(ii) the applicant has not provided a financial assurance for required and uncompleted landscaping or infrastructure improvements in accordance with an applicable ordinance that the legislative body adopts under this chapter.

(2) A county is bound by the terms and standards of applicable land use regulations and shall comply with mandatory provisions of those regulations.

(3) A county may not, as a condition of land use application approval, require a person filing a land use application to obtain documentation regarding a school district's willingness, capacity, or ability to serve the development proposed in the land use application.

(4) Upon a specified public agency's submission of a development plan and schedule as required in Subsection 17-27a-305(8) that complies with the requirements of that subsection, the specified public agency vests in the county's applicable land use maps, zoning map, hookup fees, impact fees, other applicable development fees, and land use regulations in effect on the date of submission.

Cite as Utah Code § 17-27a-508

History. Amended by Chapter 384, 2019 General Session, §34, eff. 5/14/2019.
Amended by Chapter 339, 2018 General Session, §9, eff. 5/8/2018.
Amended by Chapter 428, 2017 General Session, §7, eff. 5/9/2017.
Amended by Chapter 410, 2017 General Session, §5, eff. 5/9/2017.
Amended by Chapter 84, 2017 General Session, §21, eff. 5/9/2017.
Amended by Chapter 136, 2014 General Session, §6, eff. 5/13/2014.
Amended by Chapter 216, 2012 General Session, §4, eff. 5/8/2012.
Amended by Chapter 332, 2010 General Session
GRAND COUNTY, UTAH
RESOLUTION NO. ______, SERIES 2019

A RESOLUTION TO INITIATE PROCEEDINGS TO AMEND SECTION 4.6 OF THE
GRAND COUNTY LAND USE CODE TO INTEGRATE MIXED USE AND DESIGN
STANDARDS APPLICABLE TO OA DEVELOPMENTS

WHEREAS, Title 17 Chapter 27a of the Utah Code authorizes Grand County to enact
ordinances, resolutions, and rules and to enter into other forms of land use controls and
development agreements that the County considers necessary or appropriate for the use and
development of land within the unincorporated area of Grand County;

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 (“LUC”) on
January 4, 1999 with Ordinance No. 299, as amended;

WHEREAS, the County Council adopted Ordinance No. _____ on July 16, 2019 which revised
Overnight Accommodations (“OA”) use rights in Sections 3.1.D and 4.6 of the LUC to address
certain community issues and impacts caused or exacerbated by OA developments as stated in
the Recitals of the Ordinance, which Recitals are integrated herein through this reference;

WHEREAS, Grand County is studying mixed use and design (form and performance-based)
standards applicable to new OA developments and expansions/redevelopments of existing OA
developments (the “Standards”) to integrate into Section 4.6 of the LUC, which standards Grand
County was unable to finalize prior to adoption of Ordinance No. _____;

WHEREAS, Utah Code § 17-27a-508(1) permits Grand County to deny approval of a land use
application submitted within one hundred and eighty (180) days of initiation of proceedings to
amend applicable land use regulations; and

WHEREAS, Grand County finds that compelling, countervailing public interests, as set forth in
the Recitals of Ordinance No. _____, prohibit the approval of new OA developments or
expansions/redevelopments of existing OA developments prior to adoption of the Standards.

NOW, THEREFORE BE IT RESOLVED that Grand County does hereby:

Initiate proceedings to amend Section 4.6 of the LUC to integrate mixed use and design (form
and performance-based) standards applicable to new OA developments and
expansions/redevelopments of existing OA developments.
APPROVED by Grand County Council in a regular public meeting on July 16, 2019 by the following vote:

Those voting aye: ______________________________

Those voting nay: ______________________________

Those absent: ______________________________

ATTEST:________________________________________

Chris Baird, Clerk/Auditor

GRAND COUNTY COUNCIL

Evan Clapper, Chair
July 16, 2019

Dear Representative Albrecht,

The Grand County Council received your letter dated July 5, 2019. We greatly appreciate your interest in matters of critical importance to the health and well-being of Grand County’s citizens, economy, and landscape. We aim to provide you additional context and justification for the legislative actions taken by the Grand County Council via Ordinance ___ to revise Overnight Accommodations (OA) use rights contained in Sections 3.1.D and 4.6 of the Grand County Land Use Code. With a fuller understanding of the current development milieu in Grand County (caused, at least in part, by our statutory obligations to spend Transient Room Tax on advertising), the actual ordinance we have just adopted, and our longer-term view on planning and growth in the greater Moab Area, we hope you will support our efforts to do what is best for the citizens we represent.

As further explained below, the Grand County Council does not take this action lightly. We have been compelled to enact changes to our land use code that affect some use rights on some commercial properties (and the process they must follow to develop new OAs) due to serious community and economic impacts driven by tourism growth, including but not limited to:

- Rapid growth in visitation that has led to crowding and degradation of assets that draw visitors:
  - Between 2010 and 2018 visitation to Arches National Park and Canyonlands National Park increased 60.1% and 58.9%, respectively, with Arches NP and Canyonlands NP reporting 1,663,557 and 739,449 recreational visits, respectively, totaling 2,403,006 recreational visits in 2018\(^1\);
- Stifled economic diversification because OAs outcompete all other land uses in commercial zone districts:
  - In recent years, Grand County has received 48 permit applications for new construction of OA developments and 5 permit applications for new construction of other commercial uses amounting to a ratio of 9.6 to 1;
  - Many local entrepreneurs and small business owners have reported severe challenges finding spaces to start or expand operations let alone affordable rents or purchase prices due to competition with OAs;
- Lower-wage employment and additional demand for below market rate housing created by service jobs required to staff OAs:

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\(^1\) National Park Service
o Grand County funded a series of economic studies that verified the nexus between OA development and increased demand for affordable housing;

o The County’s 2017 Affordable Housing Plan identified that roughly 1,000 households spend more than 30% of their income on housing costs with roughly 450 spending more than 50% of their income on housing costs;

- Increased land and housing costs, without a proportionate increase in wages, primarily driven by the value of OAs:
  o The median sales price for all housing unit types in Grand County increased $115,000 (51%) between 2013 and 2018\(^2\), at least in part, because of demand for residential units used as Overnight Accommodations whereas average wages only increased $3,204 per year (11%) over the same time period\(^3\);

- Insecure water availability and reliability in the Colorado Plateau, which is likely to diminish in the coming decades given Grand County’s delicate and fragile desert ecosystem and reputable climate projections:
  o The United States Geological Survey is finalizing a draft report that includes findings from a recently completed multiyear groundwater study of the Moab Area Watershed, which found that safe yield for the Area is less than previously estimated (11-13,000 acre-feet per year rather than 18-22,000 acre-feet per year). Grand County anticipates the need for a multi-agency, intergovernmental groundwater management plan.

- Overloaded infrastructure and public service providers, which stress is caused by rapid growth in visitation:
  o Non-residents have accounted for an average of 43% of calls to our Emergency Medical Services agency (EMS) since 2012, and non-residents account for a disproportionate share of EMS financial losses due to unremitted bills;
  o In 2017, calls from non-resident patients resulted in $317,118 of loss, not including employee wages, benefits or liability insurance\(^4\);
  o A recent transportation study found that during a typical Friday in the month of May roughly 2,300 vehicles pass through downtown Moab during a peak hour (8:00 a.m. to 9:00 a.m. or 4:00 p.m. to 5:00 p.m.), and projections for the year 2030 suggest that number will increase to 2,750 vehicles per peak hour\(^5\);
  o The current and projected traffic volumes have resulted in lower levels of service, longer travel times through Spanish Valley, safety concerns for different user groups, and a diminished experience of downtown Moab for pedestrians and drivers;

- Substantial Grand County budget impacts related to the impacts of tourism growth, which cannot be fully mitigated given the restrictions under Utah’s TRT law:
  o Grand County budgets for law enforcement, search and rescue, and emergency medical services, increased forty-six percent (46%) between 2015 and 2019,

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\(^2\) Utah Association of Realtors
\(^3\) Department of Workforce Services
\(^4\) Grand County EMS
\(^5\) Fehr and Peers 2018
fifteen (15%) between 2014 and 2018, and one hundred thirty percent (130%) between 2014 and 2018, respectively, as a result, at least in part, of increased tourism impacts;
  
  o The City of Moab recently constructed a roughly $10 million regional wastewater treatment facility in order to handle the increased loading and effluent mix resulting from increased Overnight Accommodations, service populations, and pit toilets in campgrounds; of course, all rate payers in Grand County absorb a portion of such capital costs; and

  • Changing character of the greater Moab Area that diminishes quality of life for our citizens, such as noise, congestion, air pollution, and fugitive dust, which largely cannot be cured by local regulation:
    o In recent years, we have seen an escalation in the number and severity of citizen concerns related to OA development. A recent citizen petition gathered more than 600 signatures (roughly 10% of our registered voters) over the course of a weekend—the petition asked us to enact more effective growth management policies.

Keep in mind that Grand County has 40% more OA units (4,525) than it does primary residential units (3,240). In addition, OA development projects that are vested but unbuilt as of today will produce at least an additional 1,600 OA units resulting in a 38% increase for a total number of OA units of 6,245 units, nearly double the number of primary residential units.

We have conducted a lengthy and in-depth public engagement process to gauge citizens’ desires for future development in Grand County. We have completed a significant amount of research into current market trends and policy best practices. This body has approached the task at hand with the utmost concern for and commitment to our citizens’ best interests, and we have determined the appropriate action, at this time, is to require that OA developers seek legislative approval for the right to develop new OAs. Such a requirement is not unique to OAs or Grand County. In fact, it is quite common for Utah jurisdictions to require legislative review and approval of certain land uses that create extraordinary impacts on infrastructure, public services, community character, and quality of life.

To be clear, Ordinance No. ___ does not result in an outright ban on OAs in Grand County. In fact, we have added protections for existing and vested OA developments through the creation of Overlay Districts. The Overnight Accommodations Overlay (OAO) Districts also set forth the process and standards for properties not currently included in an OAO District to seek inclusion in one. Once again, we feel that our best chance for achieving a more balanced and complete economy depends on our ability to regulate the rate and volume of growth in OA developments relative to other necessary and beneficial land uses.

You have said on numerous occasions that local elected officials are the most informed on local issues and best suited to respond with planning and policy efforts. We agree. In considering Ordinance No. ___, our Councilmembers not only considered the impacts above, they also relied on their own experience and knowledge regarding the essence and character of the greater Moab community; concentration of OAs over other commercial businesses in the County; road
conditions and traffic circulation problems which have become increasingly congested in recent years due to historically high short-term visitation and the lack of public or alternative transportation; utility and infrastructure capacity which has not adequately expanded with the growth in OAs; excessive noise and air pollution which may not be cured with local regulation; and housing prices which have escalated in comparison to wages.

While a difficult decision, we are confident that Ordinance No. ___ is in the best interest of our community and economy as a whole. We also acknowledge that we have a lot of work to do going forward to ensure our local land use regulations continue to reflect a balance between market conditions and community development goals. We respectfully ask that you support our efforts as well as our legislative authority to create policies intended to achieve such balance. Should you want to learn more about these issues, we welcome your in-person engagement. Please let us know if you would like to schedule a visit.

In appreciation of your service and representation,

The Grand County Council

__________________________
Evan Clapper, Chair
**AGENDA SUMMARY**

**GRAND COUNTY COUNCIL MEETING**

**JULY 16, 2019**

**Agenda Item: R**

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Adopting proposed ordinance establishing the policies and procedures governing professional ethics and conflicts of interest of Grand County Officers and Employees and repealing and replacing Ordinance No. 462</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 updated Grand County Disclosure Statement and Ordinance Establishing Policies and Procedures Governing Professional Ethics and Conflicts of Interest of Grand County Officers and Employees and Repealing and Replacing Ordinance No. 462 and authorize the Chair to sign all associated documents.

**BACKGROUND:**

The proposed Ordinance updates our existing Ethics Ordinance No. 462 for clarity and consistency with recent changes in Utah law, to clarify ambiguous provisions in the existing ordinance, and to emphasize the importance of the disclosure process.

The updated Grand County Disclosure Statement updates our existing form for consistency with the proposed Ordinance

**ATTACHMENT(S):**

- Proposed Ordinance
- Updated Disclosure Statement
ORDINANCE NO. ____

AN ORDINANCE ESTABLISHING POLICIES AND PROCEDURES
GOVERNING
PROFESSIONAL ETHICS AND CONFLICTS OF INTEREST
OF GRAND COUNTY OFFICERS AND EMPLOYEES
AND REPEALING AND REPLACING ORDINANCE NO. 462

WHEREAS, Grand County policy and Utah law, including the Utah County Officers and Employees Disclosure Act, Utah Code §17-16a-1 et seq., the Utah Public Officers and Employees, Utah Code §§ 67-16-1 et seq., and the Utah Election Code, Utah Code §§ 20A-11-101 et seq., requires honest and ethical conduct by its officers, employees and volunteers;

WHEREAS, the effective operation of County government requires officers, employees and volunteers to be independent, impartial, and responsible to County government and its citizens;

WHEREAS, it is the intent of Grand County Government to promote confidence in County government and ensure that citizens of the community are represented in a fair and impartial manner by County officers and employees;

WHEREAS, the County desires to establish standards of conduct for County officers, employees and volunteers where there are actual or potential conflicts of interest between their public duties and their private interests, and to promote honest and ethical conduct; and

WHEREAS, the County Council adopted Ordinance 462 on November 20, 1997, which is hereby repealed and replaced.

NOW THEREFORE, the Grand County Council ordains:

1. DEFINITIONS.
   1.0 CONFLICT OF INTEREST: A Restricted Conflict of Interest or Non-Restricted Conflict of Interest or any other interest that creates a potential or actual conflict between the interest and the public duties of the County officer, employee, or volunteer.

   1.1 DISCLOSURE STATEMENT: The Disclosure Statement, as required by the “County Officers and Employees Disclosure Act”, Utah Code, Title 17, Chapter 16a, and the “Utah Public Officers’ and Employees’ Ethics Act”, Utah Code, Title 67, Chapter 16, and the Utah Election Code, Utah Code, Title 20A, Chapter 16, is a written and sworn public document which discloses Financial Interests, Non-Restricted Conflicts of Interest, and Restricted Conflicts of Interest filed with the County Council.

   1.2 FINANCIAL INTEREST: An interest that could result in direct or indirect pecuniary gain or loss to the officer, employee, or volunteer, or a member of their household, as a result of ownership or interest in a business entity, or as a result of salary, gratuity, or other compensation or remuneration from any person.

   1.3 GIFTS: Anything of value including a loan at a rate that is substantially less than a prevalent commercial rate, compensation for goods or services exceeding fair market value, goods or services provided for less than fair market value, gratuity, entertainment, hospitality or forbearance, unless consideration of equal or greater value is received.

   1.4 HONORARIA: The offering or acceptance of perquisite, gift or anything of value for speaking, writing or participating in a meeting, convention, social event, meal or like gathering.
1.5 **HOUSEHOLD:** All persons who occupy a residence or dwelling with the officer, employee or volunteer for an entire year including family members (spouse, child, ward, parents, siblings, mother-in-law, father-in-law, grandparent, legal guardian, grandchild, adult designee, dependent child of an adult designee and step-relatives of the same order), relatives (uncle, aunt, nephew, niece, first cousin, brother-in-law, sister-in-law, son-in-law, daughter-in-law) and any unrelated persons.

1.6 **NON-RESTRICTED CONFLICT OF INTEREST:** A Financial Interest in a business entity generally regulated by the County; a personal (political, family, fraternal, social) interest that may create the appearance or the actuality of a Conflict of Interest with county responsibilities; or any campaign contribution made to an elected official or to any member of their household totaling more than five hundred dollars during the prior calendar year.

1.7 **PURCHASING OFFICIAL:** Any officer or employee who recommends for final action, prepares specifications, or approves or rejects any part of a specific procurement or disposal of goods, services or real property, or any specific contract related to a procurement of goods or services or disposal of property.

1.8 **RESTRICTED CONFLICT OF INTEREST:** A Financial Interest in a business entity doing business with the County or a Financial Interest involving a person doing business with the County. Outside public sector employment does not constitute a Restricted Conflict of Interest. As used herein, “doing business with the County” includes, without limitation, the process of contracting with the County to provide services, supplies, materials, or equipment or the act of requesting from the County a land use approval specific to real property owned by the business entity or person.

2.0 **PROCEDURE**

2.1 Conflicts of Interest - County Officers, Employees and Volunteers shall not:

2.1.1 Accept employment or engage in any business or professional activity which may be reasonably expected to require or induce improper disclosure of controlled, private or protected information gained through affiliation with the County.

2.1.2 Disclose or improperly use controlled, private or protected information acquired through affiliation with the County for the private gain or benefit of self or others.

2.1.3 Use or attempt to use their official position to secure special privileges or exemptions for self or others.

2.1.4 Engage in any outside activity, employment or financial investment which impairs their judgment regarding the faithful performance of county responsibilities.

2.1.5 Knowingly receive, accept, take, seek or solicit, directly or indirectly, any gift or economic benefit tantamount to a gift such as a loan at an interest rate that is substantially lower than the commercial rate then currently prevalent for similar loans; and compensation received for private services rendered at a pay rate substantially exceeding the fair market value of the services, if:

2.1.5.1 It may be reasonably expected to improperly influence an officer, employee or volunteer to depart from the faithful and impartial discharge of their County duties;
2.1.5.2 The officer, employee or volunteer knows, or a reasonable person in that position should know under the circumstances, it is primarily for the purpose of rewarding the officer, employee or volunteer for an official action already taken.

2.1.5.3 The officer, employee or volunteer is now or in the near future may be involved in any governmental action directly affecting the donor or lender unless disclosures have been made as required under Section 5.0.

2.1.6 Participate in vendor / customer incentive programs which place the officer, employee or volunteer at risk of being viewed as either misappropriating county property or using their position to secure a privilege by virtue of the county position or employment held by the purchaser.

2.1.7 Accept an incentive from any retailer or vendor.

2.1.7.1 If the officer, employee or volunteer were to come into possession of such property, the property must be turned over to the county as soon as practicable and a record made of the fact it was turned over to the county.

2.1.8 Accept honoraria in regard to activities related to their county duties or purpose except as allowed in Section 2.1.14.

2.1.8.1 Consultation, Speeches and Presentations: The County may grant the requests of schools, universities, civic organizations, governmental entities or private businesses to have employees give speeches or other presentations, teach or provide consultation services. Such services by employees must be authorized by the employee’s Supervisor and the County Council Administrator and shall be compensated as for other regularly assigned duties.

2.1.9 Knowingly accept or solicit any gift for themselves, a relative, a household member or organizations of the officer, employee, volunteer or others, except as allowed in Section 2.1.14.

2.1.10 Participate in an official capacity or receive compensation in respect to any transaction between the County and any business entity in which the officer, employee, volunteer or a member of their household is also an officer, director, employee or owns a substantial interest, as defined under financial interest, in the company without first filing a conflict of interest disclosure statement as outlined in Section 5.0.

2.1.11 Receive or agree to receive compensation for assisting any person or business entity in any transaction involving the County without first filing a conflict of interest disclosure statement as outlined in Section 5.0.

2.1.12 No county officer or employee shall employ, appoint or attempt to influence the appointment or hiring of a relative or household member to any county position or employment paid out of county funds, except for temporary or seasonal employment or positions lasting twelve weeks or less.

2.1.13 No county officer or employee shall directly supervise or evaluate for purposes of pay, benefits, promotion or discipline a relative or household member in any county position or employment paid out of county funds.

2.1.14 Exceptions - The following are exceptions to the gifts and honoraria requirements:

2.1.14.1 The gift is a political contribution authorized by law and reported as part of the campaign disclosure requirements of the county or any other governmental entity;
2.1.14.2 Token items of nominal value ($50 or less) including, but not limited to educational materials, t-shirts, coffee mugs, parking validations or other commemorative or similar souvenir items;

2.1.14.3 Snacks, beverages, educational or informational materials provided at meetings or other functions;

2.1.14.4 Transportation to and attendance at conventions, seminars or events of a primarily educational nature, including meals and entertainment that are part of the required registration, and any associated educational or informational materials directly related to the official duties of the officer, employee or volunteer;

2.1.14.5 Gifts not related to the activities of the officer, employee or volunteer with the county;

2.1.14.6 Awards publicly made for public service;

2.1.14.7 Food or a beverage given at a widely attended reception, meal or meeting by an organization before whom the recipient appears to represent the County, make a speech, answer questions or participate in part of a program;

2.1.14.8 Attendance at political events that are primarily sponsored by a political party or political candidate;

2.1.14.9 Flowers, plants, balloons or similar tokens which are given to express condolences, congratulations or sympathy for ill health or to commemorate holiday or special occasions;

2.1.14.10 County-sponsored programs, activities, or work;

2.1.14.11 Gifts to the County that become the property of the County;

2.1.14.12 Gifts to county officers, employees, volunteers or agencies from other county officers, employees, volunteers or agencies;

2.1.14.13 Death transfers including bequests and inheritances; and

2.1.14.14 Gifts to blind trusts related to legal defense funds for imminent or pending litigation against officers or employees related to their official duties.

3.0 GIFTS AND PROCUREMENT.

3.1 Without exception, it is unlawful and punishable as provided by law for any Purchasing Official, in the course of their public duties and during negotiation or transaction for a specific procurement, disposal, contract, or subcontract, to receive or solicit any gift or a request for employment from any person including a vendor or service provider.

3.1.1 It is unlawful and punishable as provided by law for any payment, gift or offer of employment to be made by any person to a County officer, employee, volunteer, contractor or any household member of the County officer, employee or contractor of the county to obtain a specific procurement, disposal, contract or subcontract.
4.0 CONFLICTS OF INTEREST – DISCLOSURE AND RECUSAL.

4.1 Disclosure Required: All County officers, employees, and volunteers shall disclose all Restricted and Non-Restricted Conflicts of Interest relating to: a) an interest in a business entity or person regulated by the County or doing business with the County, b) compensation for assistance in transactions involving the County, and c) any other Conflict of Interest which creates a potential or actual conflict with their County duties, as follows:

4.1.1 Written Disclosure: By Disclosure Statement as provided in Section 5.0.

4.1.2 Oral Disclosure: By oral disclosure prior to each and every discussion or deliberation related to the matters specified in this Section 4.1. Such disclosure shall be entered in the minutes of the meeting.

4.2 Recusal Required: After first making the necessary disclosure, all County officers, employees, and volunteers with a Restricted Conflict of Interest shall recuse themselves from all discussions, deliberations, decision-making, or voting relating to: a) an interest in a business entity or person regulated by the County or doing business with the County, and b) any other Conflict of Interest which creates an actual conflict with their County duties. Such recusal shall be entered into the minutes of the meeting.

5.0 DISCLOSURE STATEMENT.

5.1 Filing, generally: County officers, employees and volunteers are responsible for filing and updating their Disclosure Statement(s) with the HR Director.

5.2 Statement Form: The Disclosure Statement shall provide the name and position of the County officer, employee, or volunteer; the nature of the Conflict of Interest; the relationship between the Conflict of Interest and the business of the County; the name and address of the person or business entity involved; and the nature and value of a Financial Interest.

5.3 Time for Filing: The Disclosure Statement shall be filed:

5.3.1 Within thirty (30) days of being sworn into office, new employment, or providing volunteer services, and on or before January 31 of each year thereafter during which a person continues to be a County officer, employee, or volunteer.

5.3.2 At least ten (10) days prior to the date of any agreement to provide assistance or receive compensation.

5.3.3 Prior to a meeting at which a transaction involving a Conflict of Interest, as more particularly defined in Section 4.0, is included on an Agenda of a relevant County board, commission, or agenda.

5.4 Audit Committee: The HR Director shall maintain scans of all Disclosure Statements and shall provide copies of the same to the Grand County Audit Committee on or before the last day of February each year for consideration and to potentially eliminate or mitigate conflicts of interest within the County.

5.5 On an annual basis, the HR Director shall coordinate with the County Council Administrator to place the list of Disclosure Statements received by County officers, employees, and volunteers in the preceding year on the County Council’s Consent Agenda.
6.0 PROFESSIONAL CODE OF ETHICS.

6.1 County employees and volunteers who work in occupations having professional codes of ethics or standards of professional responsibility shall adhere to those requirements in the performance of their County duties. Failure to abide by professional codes of ethics may adversely affect the employees' ability to perform their duties and may, in appropriate cases, result in disciplinary action or termination of County employment.

6.2 Failure by a County employee or volunteer to meet the requirements of their professional or occupational licensing authority, resulting in loss of the license required to practice in such profession/occupation and the inability to continue to work in the County position may be a basis for immediate termination of employment.

6.3 County employees and volunteers shall have an ongoing obligation to report to their supervisor any actions taken by the licensing authority, including the facts giving rise to such action, which affects their right to continue to practice in that profession to report as required may be a basis for immediate termination of employment.

6.4 County employees, officers and volunteers are expected to comply with applicable County policies, ordinances and laws in their position with the County.

7.0 SUSPENSION. Any provisions of this Ordinance that are more restrictive than state law may be suspended by the County Council, Planning Commission, or any board, commission, or committee of the County if the body hears the nature of the Conflict of Interest and a 2/3rds majority of the remaining body as assembled agree by affirmative vote that said Conflict of Interest should not prohibit the conflicted County officer, employee or volunteer from participating, commenting, and voting during the meeting.

8.0 SAVINGS CLAUSE. Ordinance No. 462 is hereby repealed and replaced by this Ordinance; provided, however, that Ordinance No. 462 shall remain in full force to authorize the discipline of a person who violated Ordinance No. 462 prior to the effective date of this Ordinance.

9.0 ENFORCEMENT.

9.1 In consultation with the County Attorney, it shall be the responsibility of the HR Director to advise elected officials of the requirements and prohibitions of this Ordinance; the County Council Administrator to advise department heads of the same; and each elected official and department head to advise employees and volunteers in their office or department of the same.

9.2 Each elected official or department head may adopt more restrictive internal policies regarding outside employment only applicable to their office or department as allowed by law and approved by the County Council.

9.3 In addition to any penalty contained in any other County policy or provision of Utah law, any County officer, employee, or volunteer who knowingly and intentionally violates this Ordinance is guilty of a class A misdemeanor and shall be dismissed from employment or removed from office.
PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 18th day of June 2019 by the following vote:

Those voting aye: ____________________________________________

Those voting nay: ____________________________________________

Absent: _____________________________________________________

This Ordinance shall take effect after publication in the *Times Independent*.

GRAND COUNTY:

__________________________
Evan Clapper, Chair
Grand County Council

ATTEST:

__________________________
Chris Baird, Clerk/Auditor
GRAND COUNTY DISCLOSURE STATEMENT

TO: ALL GRAND COUNTY OFFICERS, EMPLOYEES, AND VOLUNTEERS

FROM: GRAND COUNTY ATTORNEY

SUBJECT: ETHICAL AND DISCLOSURE REQUIREMENTS

All Grand County officers, employees and volunteers must be aware of and abide by County Ordinance and the County Officers and Employees Disclosure Act (Utah Code §§ 17-16a-1, et seq., as amended) which prohibit or require disclosure of certain actual or potential Conflicts of Interest, as defined in Grand County Ordinance No. ___, as follows:

PROHIBITED ACTS:
1. County officers, employees and volunteers shall not:
   a. use their office, employment, or volunteer status for private advantage by revealing confidential, controlled, private or protected information gained through that position;
   b. use their County position to secure special privileges;
   c. accept other investment or employment that would reasonably be expected to interfere with the ethical performance of their public duties;
   d. knowingly receive, accept, take, seek or solicit, directly or indirectly, any gift or loan for themselves or another in violation of Sections 2.0 and 3.0 of Ordinance No. ___; or
   e. participate in discussions, deliberations, decision-making or voting regarding any direct outside, private Financial Interest held by them or a member of their household.

DISCLOSURE:
1. County officers, employees and volunteers shall disclose:
   a. all interests in a business entity regulated by the County or doing business with the County;
   b. compensation for assistance in transaction involving the County;
   c. any Conflict of Interest as defined in Ordinance No. ___.

2. All written disclosures must be sworn statements containing the information required above and be in a form similar to that on the reverse side of this document. All such statements are public records, open to public inspection. All disclosures must be made as provided in Sections 4.0 and 5.0 of Ordinance No. ___.

Violation of County Ordinance and the County Officers and Employees Disclosure Act may result in disciplinary action or criminal prosecution. Any violations will be thoroughly investigated and prosecuted. Please be aware that this document is a shortened and simplified statement of the legal requirements of Ordinance No. ___ and the County Officers and Employees Disclosure Act. YOUR CONDUCT WILL BE GOVERNED BY COUNTY ORDINANCE AND UTAH LAW, NOT THIS FORM. Feel free to direct any questions regarding this form to the Grand County Attorney’s office.
GRAND COUNTY DISCLOSURE STATEMENT
FOR DISCLOSURE OF PERSONAL OR BUSINESS INTERESTS
(Use one form for each outside business entity, institution, or person involved)

Under the provisions of Grand County Ordinance No. and the County Officers and Employees Disclosure Act, Utah Code §§ 17-16a-1, as amended, I, the undersigned, under penalties of perjury, make the following statement regarding my personal or business interests:

A. 
<table>
<thead>
<tr>
<th>Name</th>
<th>Position/County Department</th>
<th>County Phone</th>
</tr>
</thead>
</table>

B. FOR PERSONAL INTERESTS (NON-RESTRICTED CONFLICT OF INTEREST):

Describe the nature of the personal interest

Location or address of personal or real property involved

Describe the relationship between the personal interest and business of Grand County

C. FOR BUSINESS INTERESTS (INCLUDES RESTRICTED OR NON-RESTRICTED CONFLICT OF INTEREST):

Business entity or person involved

Describe your status, employment or investment in the business entity or with the person involved

Address and phone number of business entity or person involved

Describe the nature of the assistance you are providing to the business entity or person named above, or the nature of the economic interest or employment you hold in the business entity or with the person involved

Describe the relationship with or transaction between the business entity or person involved and Grand County

D. ADDITIONAL NOTES:

Signature

SUBSCRIBED and SWORN to before me this ______ day of ______________________, 20__.

[SEAL]

NOTARY PUBLIC:

This statement is a public document. It must be filed with the County Council Administrator and HR Director. It must be filed when the potential Conflict of Interest arises and re-filed every January as long as the potential Conflict of Interest persists.

Revised 06/19
### Consent Agenda Summary

#### Grand County Council Meeting

**Title:**

S. Ratifying the emergency purchase order with Clarke of $50,750 in unbudgeted funds for 3000 pounds of Altosid P35 larvacide for the purposes of community health, safety and welfare

T. Ratifying the Clerk/Auditor’s emergency purchase signature on a $21,500 unbudgeted contract between Grand County and Vector Disease Control International LLC (VDCI) for aerial mosquito control services

U. Ratifying the emergency purchase order with Adapco of a Guardian 190G4 ULV fogger for the unbudgeted amount of $8,500 for purposes of community health, safety and welfare

V. Ratifying the Chair’s signature on a grant application for the reconstruction of the Commercial Terminal Apron at Canyonlands Field Airport

W. Ratifying the Chair’s signature on a grant application for the reconstruction of Taxiway A at Canyonlands Field Airport

X. Ratifying the Chair’s signature on a grant application for FY2020 Emergency Management Performance Grant (EMPG) in the amount of $39,100

Y. Ratifying Council Member Halliday’s signature on “Community Wildfire Preparedness Plan for the Wildland-Urban Interface” for Grand County Service Area for Castle Valley Fire Protection

Z. Ratifying the new salary range being announced by the Administrative Office of the Courts for the new Justice Court Judge

AA. Approving contract amendment with STR Helper, now owned by Host Compliance, for validation services of overnight accommodations properties

**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.

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**Prepared By:**

Bryony Hill  
Council Office Coordinator  
435-259-1346  
bchamberlain@grandcountyutah.net

**For Office Use Only:**

Attorney Review: N/A
**PURCHASE ORDER NO:** 1814  
**GRAND COUNTY**

**Bill To:** Clerk/Auditor' Office  
125 East Center Street  
Moab, Utah 84532

**Date:** 7/3/2019  
**Phone:** (435) 259-1321  
**FAX:** (435) 259-2959

**Vendor:** Clarke

**STATE OF UTAH SALES OR USE TAX EXEMPTION CERTIFICATE**
Commodities included in this order will be used in an essential governmental function and are exempt from Utah Sales and Use Taxes.

<table>
<thead>
<tr>
<th>QTY.</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>COST EA.</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000</td>
<td></td>
<td># 25 Bags Includes Freight</td>
<td>$50,750</td>
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**Purchase Order Total** $50,750

**County Auditor's Office**  
Approval is required on all purchases.

**Auditor's Office**

**Department Head**

**County Council Chairman** (if required)

---

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

**Charge Purchase to Dept Account:** TBD

**Requested By:** Chris Baird
CONTRACT FOR AERIAL MOSQUITO CONTROL SERVICES

This agreement, dated July 3rd, 2019 to provide Aerial Application Services is entered into between Vector Disease Control International, LLC (VDCI) with offices at 1320 Brookwood Dr., Ste. H, Little Rock, AR 72202 and Moab Mosquito Abatement District at 1000 Sand Flats Road P.O. Box 142 Moab, UT 84532.

SCOPE OF SERVICES:

VDCI hereby agrees to provide Aerial Application Services for the application of mosquito control insecticides. VDCI shall provide all labor, equipment, supplies, insurance and any other requirements to complete the terms, conditions and specifications herein. VDCI shall furnish aircraft equipped for ultra-low volume (ULV) dispersal of insecticides used for the control of adult mosquitoes or aircraft equipped for granular or liquid dispersal of insecticides used for the control of larval mosquitoes.

MINIMUM SPECIFICATIONS:

A. General Contract Scope:

VDCI shall furnish one (1) single-engine fixed wing aircraft to be used for the application of insecticides to control larval mosquitoes. VDCI will provide all aircraft, personnel (including pilots), equipment, fuel, oil, maintenance, landing and tie down fees and all other items required to successfully complete the application(s). VDCI will respond with a 48 hour or greater notice.

B. Insecticide Specifications:

Products for larvicide use will be determined by Customer. VDCI will apply the insecticide at a rate which is dependent on the product to be used and as directed by Customer. No applications will be at rates above or below those specified on the label.

C. Responsibilities:

1. VDCI’s Responsibilities (If VDCI supplies pesticide):

VDCI agrees to deliver the pesticide and provide sufficient personnel with the capabilities which meet or exceed safety requirements for transferring product(s) to the aircraft in compliance with Federal Environmental Protection Agency (EPA), State and local agencies as well as the ability to proactively contain any challenges associated with product spills. If VDCI is to supply the pesticide for application, Customer must give at least one (1) week advanced notice of the desired application date in order for pesticide to be ordered and received.
2. Customer’s Responsibilities (If Customer supplies pesticide):

Customer shall be responsible for supplying the insecticide to be applied, including delivery, containment, storage and empty insecticide container disposal. Customer shall be responsible for delivery of the insecticide to the transfer loading site to be determined by VDCI at least two (2) hours prior to commencement of aircraft loading.

3. Deliverables

VDCI shall provide a copy of each aerial spray mission report and map, showing spray altitude, release height wind speed, release height temperature, aircraft speed (ground speed), date and time of application, amount of insecticide applied, number of acres treated, and flight path showing “spray on” areas. Reports shall be submitted within twenty-four (24) hours after each application.

4. Contacts

For all service requests, the following individual(s) should be contacted by Customer:

Primary Contact:

Name: Robbie Allen, Chief Pilot
Office Phone: (800) 413-4445
Mobile Phone: (801) 725-5400
E-mail: rallen@VDCl.net

Alternate Contact:

Name: Malcom Williams, Aerial Division Manager
Office Phone: (800) 413-4445
Mobile Phone: (318) 372-4073
E-mail: mwilliams@VDCl.net

VDCI shall be available for contact between the hours of 8:00 a.m. and 5:00 p.m. CST. VDCI shall be available at times specified by Customer to perform the Aerial Application Services with a minimum forty-eight (48) hour notification. Advanced notification is preferred when possible.
D. Aircraft:

VDCI shall make available at least one (1) single-engine fixed wing aircraft capable of treating the desired target area.

Aircraft used within the contract shall:

1. Be certified by the Federal Aviation Administration (FAA), and comply with all requirements of FAR Part 137, Agricultural Operation. An approved FAA congested area plan is required prior to commencement of operations by VDCI.

2. Be equipped with the Wingman™ GX aerial spray guidance system, or equivalent. The guidance system will process onboard meteorology accurate within less than one (1) knot; a two (2) degree vector and less than one (1) degree in temperature to be used for optimization in real-time and detection of a temperature inversion.

3. Be capable of applying approved larvicides within label rates, at various operating protocols (i.e. swath width, ground wind speeds, etc.).

4. Be capable of GPS (Global Positioning Satellite) guidance with gridline capabilities. The system must have an accuracy of zero (0) to fifty (50) feet and be used on all aerial spray missions.

E. Application:

The Customer will supply VDCI with the geographical areas to be sprayed, date, time, alternate time, and the number of acres to be treated via the GIS software supplied by VDCI.

A representative to be named by the Customer will be available to monitor all aspects of the spray mission to ensure procedures are followed that will result in a successful best effort mission. Some of the items to be monitored may include:

1. Pre and post surveillance traps
2. Meteorological conditions (favorable or unfavorable)
3. Application protocols such as lane separation, altitude, etc.

The Customer’s representative, along with VDCI, shall have the mutually agreed authority to approve, delay or terminate the spray mission(s).

During the mission VDCI will have the ability to perform the following:
1. Receive in real-time via an AIMMS-20 weather monitoring system, meteorological conditions at release height into the aircraft if ULV applications are requested, specifically:
   a. Temperature
   b. Wind speed
   c. Wind direction
   d. Humidity

2. Based upon the cumulative effect of many variables such as droplet spectra, aircraft vortices, meteorology from multiple altitudes, evaporation, nozzle location, aircraft characteristics, product characteristics, source geometry (aircraft speed, release height) and application rates, VDCI will have onboard the aircraft the equipment necessary to optimize the application strategies, which result in increased droplet densities, product volume and most efficient droplet sizes into the intended treatment area, while minimizing off-target drift. In addition, the onboard GPS system will be capable of alerting the pilots of real-time meteorological changes and temperature inversions.

3. Through the use of the aircraft’s flight recording software, VDCI will have the ability to produce a digital GIS map capable or “replaying” the aerial mission as it was flown. This software will also graphically display the flight path, spray switch status, air speed, date, time, positional GPS coordinates, meteorological variables and spray cloud drift prediction data for each application.

F. Pilot Qualifications:

Pilots shall have the following qualifications:

1. Minimum of fifteen hundred (1500) logged and verifiable flight hours.
2. Minimum of five hundred (500) logged and verifiable hours in aerial application of insecticide to control mosquitoes.
3. Possess and maintain current certification in public health and aerial categories of pest control.
4. In addition to the above certification, copies of commercial pilot’s license with multi-engine rating, first or second class medical certificate, FCC restricted radio operator’s permit and copies of any other documentation required by the FAA, State and local agencies.
PRICING & PAYMENT:

<table>
<thead>
<tr>
<th>Description of Service</th>
<th>Price Per Application</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>Larvicide Application Only</strong> <em>(pesticide provided by Customer)</em></td>
<td>$21,500</td>
</tr>
<tr>
<td>- Granular applications up to 10 lbs per acre</td>
<td></td>
</tr>
<tr>
<td>- Liquid applications up to 2 gallons per acre, mixed</td>
<td></td>
</tr>
<tr>
<td>(minimum 500 acres per application event)</td>
<td></td>
</tr>
</tbody>
</table>

*If larvicide is provided by VDCI, the final price per acre will depend on current retail price of the larvicide chosen by Customer (plus shipping) and the application rate (if different from above)*

After each application, VDCI shall submit to Customer an invoice for all services provided. All amounts shall be due upon receipt. Invoices shall be payable to the following address:

Vector Disease Control International, LLC  
1320 Brookwood Dr., Ste. H  
Little Rock, AR 72202

CONTRACT TERM:

This agreement will remain in full force and effect from July 3 until December 31, 2019 (the "Termination Date"). Upon attainment of the Termination Date or any subsequent Termination Dates, if a letter of termination is not sent to VDCI 30 days prior to the Termination Date, this contract will be automatically renewed for a period of one year. This contract may be renewed for a period of four (4) one (1) year renewals, subject to mutual agreement by both parties to any changes in the pricing and terms of this agreement.

HOLD HARMLESS & INDEMNITY

VDCI shall indemnify and hold harmless Customer, its officers, officials, employees, agents, and volunteers from and against any and all claims, liabilities, losses, damages, expenses or injuries, including attorney fees arising out of the operations of the contractor described herein, caused in whole or in part by any negligent act or omission of the contractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of Customer.

Notwithstanding anything to the contrary elsewhere in this agreement, VDCI liability to Customer shall not exceed the annual amount invoiced hereunder. This capped liability
provision shall apply to 1) Direct claims by Customer against VDCI 2) VDCI obligation to defend, indemnify and hold Customer harmless for third party claims; or 3) Customer’s access to VDCI insurance coverage as an additional insured.

INSURANCE REQUIREMENTS:

VDCI shall procure and maintain, at its own expense, for the duration of the contract, insurance against claims for injuries to person or damages to property which may arise from, or in connection with, the performance of the work hereunder by VDCI, his agents, representatives, or employees.

A. Minimum Limits of Insurance

1. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
2. Workers’ Compensation: Benefits as per statutory requirements.
3. Commercial General Liability: $1,000,000 each occurrence, $2,000,000 general aggregate
4. Employer’s Liability: $1,000,000 per accident for bodily injury or disease.
5. Aviation Liability Insurance: $1,000,000 per occurrence. Any Chemical Coverage sub-limits shall be at least $300,000/$300,000/$300,000 for bodily injury per person, bodily injury per accident & property damage

B. Subcontractors

VDCI does not subcontract out our applications. We are solely responsible for our work; we own and operate our own fleet of mosquito control aircraft.

AGREED AND ACCEPTED:

Vector Disease Control International

By: Chris Baird
Title: Clerk / Auditor - Grand Co.

Date: 7/1/2019
AGENDA ITEM: U
PURCHASE ORDER NO: 1815

GRAND COUNTY
Clerk/Auditor' Office
125 East Center Street
Moab, Utah 84532

Bill To: 
Date 7/3/2019
Vendor: ADAPCO
Phone (435) 259-1321 FAX (435) 259-2959

STATE OF UTAH SALES OR USE TAX EXEMPTION CERTIFICATE
Commodities included in this order will be used in an essential governmental function and are exempt from Utah Sales and Use Taxes.

<table>
<thead>
<tr>
<th>QTY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>COST EA.</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Guardian 190G4 ULV Fogger</td>
<td>$8,500</td>
<td></td>
</tr>
</tbody>
</table>

Ship to: Grand County Road Department
3500 S. Highway 191
Moab, UT 84532

Purchase Order Total $8,500

County Auditor’s Office Approval is required on all purchases.

Auditor’s Office
Department Head
County Council Chairman (if required)

TO BE COMPLETED BY GRAND COUNTY DEPARTMENT HEAD
Charge Purchase to Dept Account: TBD
Requested By: Chris Baird
**Application for Federal Assistance SF-424**

<table>
<thead>
<tr>
<th><em>1. Type of Submission:</em></th>
<th><em>2. Type of Application:</em></th>
<th>* If Revision, select appropriate letter(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Preapplication</td>
<td>□ New</td>
<td></td>
</tr>
<tr>
<td>□ Application</td>
<td>□ Continuation</td>
<td>* Other (Specify):</td>
</tr>
<tr>
<td>□ Changed/Corrected Application</td>
<td>□ Revision</td>
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</table>

<table>
<thead>
<tr>
<th><em>3. Date Received:</em></th>
<th><em>4. Applicant Identifier:</em></th>
</tr>
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<tbody>
<tr>
<td>07/03/2019</td>
<td>N/A</td>
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<table>
<thead>
<tr>
<th>5a. Federal Entity Identifier:</th>
<th>5b. Federal Award Identifier:</th>
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</thead>
<tbody>
<tr>
<td>N/A</td>
<td>3-49-0020-033-2019</td>
</tr>
</tbody>
</table>

**State Use Only:**

<table>
<thead>
<tr>
<th>6. Date Received by State:</th>
<th>7. State Application Identifier:</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**8. APPLICANT INFORMATION:**

<table>
<thead>
<tr>
<th><em>a. Legal Name:</em></th>
<th>*b. Employer/Taxpayer Identification Number (EIN/TIN):</th>
<th><em>c. Organizational DUNS:</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>Canyonlands Field, Grand County, Utah</td>
<td>87-6000304</td>
<td>0501579810000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><em>d. Address:</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>125 East Center Street</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>*a. Street 1:</th>
<th>*b. Street 2:</th>
</tr>
</thead>
<tbody>
<tr>
<td>125 East Center Street</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><em>City:</em></th>
<th><em>County/Parish:</em></th>
<th><em>State:</em></th>
<th><em>Province:</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>Moab</td>
<td></td>
<td>UT: Utah</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><em>Country:</em></th>
<th><em>Zip / Postal Code:</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>USA: UNITED STATES</td>
<td>84532-0000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><em>e. Organizational Unit:</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>Canyonlands Field</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><em>f. Name and contact information of person to be contacted on matters involving this application:</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prefix: Mr.</td>
</tr>
<tr>
<td>Middle Name:</td>
</tr>
<tr>
<td><em>Last Name:</em> Hill</td>
</tr>
<tr>
<td>Suffix:</td>
</tr>
<tr>
<td>Title: Airport Director</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><em>Organizational Affiliation:</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>Canyonlands Field, Grand County, UT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><em>Telephone Number:</em></th>
<th><em>Fax Number:</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>435-259-4849</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><em>Email:</em></th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:jhill@grandcountyutah.net">jhill@grandcountyutah.net</a></td>
</tr>
</tbody>
</table>
**Application for Federal Assistance SF-424**

**9. Type of Applicant 1: Select Applicant Type:**
- **B: County Government**

**Type of Applicant 2: Select Applicant Type:**

**Type of Applicant 3: Select Applicant Type:**

* Other (specify):

**10. Name of Federal Agency:**
- Federal Aviation Administration- NWMR Airports Division

**11. Catalog of Federal Domestic Assistance Number:**

<table>
<thead>
<tr>
<th>CFDA Title:</th>
<th>Airport Improvement Program</th>
</tr>
</thead>
</table>

**12. Funding Opportunity Number:**

<table>
<thead>
<tr>
<th>Title:</th>
<th>N/A</th>
</tr>
</thead>
</table>

**13. Competition Identification Number:**

<table>
<thead>
<tr>
<th>Title:</th>
<th>N/A</th>
</tr>
</thead>
</table>

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

<table>
<thead>
<tr>
<th>Add Attachment</th>
<th>Delete Attachment</th>
<th>View Attachment</th>
</tr>
</thead>
</table>

**15. Descriptive Title of Applicant's Project:**
- Reconstruct Commercial Terminal Apron

Attach supporting documents as specified in agency instructions.
Application for Federal Assistance SF-424

16. Congressional Districts Of:
   * a. Applicant 3
   * b. Program/Project 3

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:
   * a. Start Date: 07/19/2019
   * b. End Date: 07/01/2020

18. Estimated Funding ($):
   * a. Federal
   * b. Applicant
   * c. State
   * d. Local
   * e. Other
   * f. Program Income
   * g. TOTAL

19. Is Application Subject to Review By State Under Executive Order 12372 Process?
   □ a. This application was made available to the State under the Executive Order 12372 Process for review on
   □ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
   □ c. Program is not covered by E.O. 12372.

20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)
   □ Yes  □ No

21. "By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

   ** I AGREE

   ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:
Prefix: Mr.
* First Name: Evan
Middle Name: 
* Last Name: Clapper
Suffix: 
* Title: County Council Chair

* Telephone Number: 435-259-1342
Fax Number: 
* Email: eclapper@grandcountyutah.net

* Signature of Authorized Representative: 
* Date Signed: 7/4/19
FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)

Paperwork Reduction Act Burden Statement
A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the FAA at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

INSTRUCTIONS FOR FORM 5100-100

PART I – Application for Federal Assistance
Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor’s authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

PART II – Project Approval Information
This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

SECTION A. STATUTORY CONDITIONS
Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))
Item 3 — Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 — Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

Item 5 — Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes; (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 6 — Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request does not include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

Limitations of use: Per policy, Sponsor’s may only apply an approved ICR to allowable direct salary expenses that are reasonable and necessary to carry-out the project.

SECTION B. CERTIFICATION REGARDING LOBBYING

This section addresses the Sponsor’s declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.
SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.

2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.

3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.

4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.

5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.

6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.

7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
   a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
   b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.

8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.

9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.

10. **Land** (49 U.S.C. § 47106(b)) –
   a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
   Example: "Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated __/__/__ originally filed with AIP Project ###."
   b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
   c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
PART III – Budget Information

SECTION A. GENERAL

1. Federal Domestic Assistance Catalog Number - Show the Federal Domestic Assistance Catalog Number from which the assistance is requested.

2. Functional or Other Breakout: Indicate "Airport Improvement Program". Prepare a separate set of Part III forms for other Federal program categories.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

Line 1 - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

Line 2 - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter fees for architectural engineering basic services.

Line 5 - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

Line 6 - Enter fees for inspection, testing and monitoring of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

Line 12 - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

Line 13 - Enter miscellaneous amounts for items not specifically covered by previous categories.
Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

Line 16 - Enter the difference between Line 14 and Line 15.

Line 17 - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

Line 18 – Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 19 - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

Line 20 – Indicate the amount of the Grantee's share (from Section D).

Line 21 – Indicate the amount of other shares (from Section D)

Line 22 – Indicate sum of Lines 19, 20 and 21.

SECTION C. EXCLUSIONS

Line 23 a-g - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 24 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 24h - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

Line 25a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25c - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 21.

Line 26 - Enter the totals of Lines 24h and 25c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.
PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH
   a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
   b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
   c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
   d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
   e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:
   a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
   b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
   c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

6. SPONSOR’S REPRESENTATIVE

Identify contact information of Sponsor’s representative.
### Application for Federal Assistance (Development and Equipment Projects)

**PART II – PROJECT APPROVAL INFORMATION**

<table>
<thead>
<tr>
<th>Part II - SECTION A</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>The term &quot;Sponsor&quot; refers to the applicant name provided in box 8 of the associated SF-424 form.</td>
<td></td>
</tr>
<tr>
<td><strong>Item 1.</strong> Does Sponsor maintain an active registration in the System for Award Management (<a href="http://www.SAM.gov">www.SAM.gov</a>)?</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td><strong>Item 2.</strong> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?</td>
<td>☑ Yes ☐ No ☐ N/A</td>
</tr>
<tr>
<td><strong>Item 3.</strong> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.</td>
<td>☐ Yes ☑ No ☐ N/A</td>
</tr>
<tr>
<td><strong>Item 4.</strong> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).</td>
<td>☑ Yes ☐ No ☐ N/A</td>
</tr>
</tbody>
</table>
| **Item 5.** Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. | ☐ The project is included in an approved PFC application.  
If included in an approved PFC application, does the application only address AIP matching share? ☑ Yes ☐ No |
| ☐ The project is included in another Federal Assistance program. Its CFDA number is below. |   |
| **Item 6.** Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? | ☑ Yes ☐ No ☐ N/A |
| If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: |   |
| ☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414. |   |
| ☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII). |   |
| Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs. |   |
PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
### PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

<table>
<thead>
<tr>
<th>1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand County, Utah has a compatible land use plan in place.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>
9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Yes, the most current Exhibit A, dated June 2019, has been submitted to the FAA.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

NA

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

NA

---

1 State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.
PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT

<table>
<thead>
<tr>
<th>Cost Classification</th>
<th>Latest Approved Amount (Use only for revisions)</th>
<th>Adjustment + or (-) Amount (Use only for revisions)</th>
<th>Total Amount Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Administration expense</td>
<td></td>
<td></td>
<td>$4,150</td>
</tr>
<tr>
<td>2. Preliminary expense</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Land, structures, right-of-way</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Architectural engineering basic fees</td>
<td></td>
<td></td>
<td>278,824</td>
</tr>
<tr>
<td>5. Other Architectural engineering fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Project inspection fees</td>
<td></td>
<td></td>
<td>616,700</td>
</tr>
<tr>
<td>7. Land development</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Relocation Expenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Relocation payments to Individuals and Businesses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Demolition and removal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Construction and project improvement</td>
<td></td>
<td></td>
<td>3,914,012</td>
</tr>
<tr>
<td>12. Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Miscellaneous</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Subtotal (Lines 1 through 13)</td>
<td></td>
<td></td>
<td>$4,813,686</td>
</tr>
<tr>
<td>15. Estimated Income (if applicable)</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>16. Net Project Amount (Line 14 minus 15)</td>
<td></td>
<td></td>
<td>4,813,686</td>
</tr>
<tr>
<td>17. Less: Ineligible Exclusions (Section C, line 23 g.)</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>18. Subtotal (Lines 16 through 17)</td>
<td></td>
<td></td>
<td>$4,813,686</td>
</tr>
<tr>
<td>19. Federal Share requested of Line 18</td>
<td></td>
<td></td>
<td>4,573,001</td>
</tr>
<tr>
<td>20. Grantee share</td>
<td></td>
<td></td>
<td>240,685</td>
</tr>
<tr>
<td>21. Other shares</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>22. TOTAL PROJECT (Lines 19, 20 &amp; 21)</td>
<td></td>
<td></td>
<td>$4,813,686</td>
</tr>
</tbody>
</table>
### SECTION C – EXCLUSIONS

23. Classification (Description of non-participating work)  

<table>
<thead>
<tr>
<th>Amount Ineligible for Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
</tr>
<tr>
<td>b.</td>
</tr>
<tr>
<td>c.</td>
</tr>
<tr>
<td>d.</td>
</tr>
<tr>
<td>e.</td>
</tr>
<tr>
<td>f.</td>
</tr>
<tr>
<td>g. Total</td>
</tr>
</tbody>
</table>

### SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories  

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Securities</td>
</tr>
<tr>
<td>b. Mortgages</td>
</tr>
<tr>
<td>c. Appropriations (by Applicant)</td>
</tr>
<tr>
<td>d. Bonds</td>
</tr>
<tr>
<td>e. Tax Levies</td>
</tr>
<tr>
<td>f. Non-Cash</td>
</tr>
<tr>
<td>g. Other (Explain):</td>
</tr>
<tr>
<td>h. TOTAL - Grantee share</td>
</tr>
</tbody>
</table>

25. Other Shares  

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. State</td>
</tr>
<tr>
<td>b. Other</td>
</tr>
<tr>
<td>c. TOTAL - Other Shares</td>
</tr>
</tbody>
</table>

26. TOTAL NON-FEDERAL FINANCING | $ 240,685

### SECTION E – REMARKS

(Attach sheets if additional space is required)


See Exhibit A updated July 2019.
# PART IV - PROGRAM NARRATIVE

## (Suggested Format)

**PROJECT:** Reconstruct Commercial Terminal Apron  
**AIRPORT:** Canyonlands Field, Grand County, UT  

### 1. Objective:  
Reconstruct the existing commercial apron to be able to sustain use by existing and future commercial jet aircraft. The work will include asphalt pavement removal, excavation, subgrade preparation, subbase course, base course, and replacement of asphalt with concrete.

### 2. Benefits Anticipated:  
The Commercial Terminal Apron is past its useful life as it was constructed over 20 years ago. The apron pavement is showing severe signs of distress and is degrading. The project will allow for continued safe operations by heavy aircraft use that has increased due to the runway ARC upgrade completed in 2018.

### 3. Approach: (See approved Scope of Work in Final Application)

### 4. Geographic Location:  
Grand County, Utah

### 5. If Applicable, Provide Additional Information:

### 6. Sponsor's Representative: (include address & telephone number)  
Judd Hill - Airport Director  
110 W. Aviation Way  
Moab, UT 84532  
tel: (435) 259-4849
**AIRPORT:** Canyonlands Field  
**LOCAL PRIORITY:** 1  
**UPDATED:** July 2019

**WORK ITEM:** Reconstruct Commercial Terminal Apron

**JUSTIFICATION:** The commercial terminal apron has exceeded the 20 service life and is in poor condition and is in need of reconstruction.

**SPONSOR SIGNATURE:**  
**DATE:** 7/21/19

**COST ESTIMATE:** $4,813,686  
Item: Reconstruct Commercial Terminal Apron

<table>
<thead>
<tr>
<th>ADMINISTRATION:</th>
<th>1: Construction</th>
<th>$3,914,012</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENGINEERING:</td>
<td>2:</td>
<td>$5</td>
</tr>
<tr>
<td>INSPECTION:</td>
<td>3:</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>TOTAL:</td>
<td>$4,813,686</td>
</tr>
</tbody>
</table>

**ADO USE:**

<table>
<thead>
<tr>
<th>PREAPP</th>
<th>GRANT</th>
<th>NPIAS</th>
<th>WORK</th>
<th>FAA</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO:</td>
<td>NO:</td>
<td>CODE:</td>
<td>CODE:</td>
<td>PRIOR:</td>
</tr>
</tbody>
</table>

**SCHEDULE II**

RECONSTRUCT COMMERCIAL TERMINAL APRON

**SKETCH:**

![Sketch of the airport area showing the commercial terminal apron]
View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars_and
http://www.faa.gov/regulations_policies/advisory_circulars/

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
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</thead>
<tbody>
<tr>
<td>70/7460-1L</td>
<td>Obstruction Marking and Lighting</td>
</tr>
<tr>
<td>Change 1</td>
<td></td>
</tr>
<tr>
<td>150/5020-1</td>
<td>Noise Control and Compatibility Planning for Airports</td>
</tr>
<tr>
<td>150/5070-6B</td>
<td>Airport Master Plans</td>
</tr>
<tr>
<td>Changes 1 - 2</td>
<td></td>
</tr>
<tr>
<td>150/5070-7</td>
<td>The Airport System Planning Process</td>
</tr>
<tr>
<td>Change 1</td>
<td></td>
</tr>
<tr>
<td>150/5100-13B</td>
<td>Development of State Standards for Nonprimary Airports</td>
</tr>
<tr>
<td>150/5200-28F</td>
<td>Notices to Airmen (NOTAMs) for Airport Operators</td>
</tr>
<tr>
<td>150/5200-30D</td>
<td>Airport Field Condition Assessments and Winter Operations Safety</td>
</tr>
<tr>
<td>150/5200-31C</td>
<td>Airport Emergency Plan</td>
</tr>
<tr>
<td>Changes 1 - 2</td>
<td></td>
</tr>
<tr>
<td>150/5210-5D</td>
<td>Painting, Marking, and Lighting of Vehicles Used on an Airport</td>
</tr>
<tr>
<td>150/5210-7D</td>
<td>Aircraft Rescue and Fire Fighting Communications</td>
</tr>
<tr>
<td>150/5210-13C</td>
<td>Airport Water Rescue Plans and Equipment</td>
</tr>
<tr>
<td>150/5210-14B</td>
<td>Aircraft Rescue Fire Fighting Equipment, Tools and Clothing</td>
</tr>
<tr>
<td>150/5210-15A</td>
<td>Aircraft Rescue and Firefighting Station Building Design</td>
</tr>
<tr>
<td>NUMBER</td>
<td>TITLE</td>
</tr>
<tr>
<td>--------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>150/5210-18A</td>
<td>Systems for Interactive Training of Airport Personnel</td>
</tr>
<tr>
<td>150/5210-19A</td>
<td>Driver's Enhanced Vision System (DEVs)</td>
</tr>
<tr>
<td>150/5220-10E</td>
<td>Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles</td>
</tr>
<tr>
<td>150/5220-16D</td>
<td>Automated Weather Observing Systems (AWOS) for Non-Federal Applications</td>
</tr>
<tr>
<td>150/5220-17B</td>
<td>Aircraft Rescue and Fire Fighting (ARFF) Training Facilities</td>
</tr>
<tr>
<td>150/5220-18A</td>
<td>Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials</td>
</tr>
<tr>
<td>150/5220-20A</td>
<td>Airport Snow and Ice Control Equipment</td>
</tr>
<tr>
<td>150/5220-21C</td>
<td>Aircraft Boarding Equipment</td>
</tr>
<tr>
<td>150/5220-22B</td>
<td>Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns</td>
</tr>
<tr>
<td>150/5220-23</td>
<td>Frangible Connections</td>
</tr>
<tr>
<td>150/5220-24</td>
<td>Foreign Object Debris Detection Equipment</td>
</tr>
<tr>
<td>150/5220-25</td>
<td>Airport Avian Radar Systems</td>
</tr>
<tr>
<td>150/5220-26, Changes 1 - 2</td>
<td>Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment</td>
</tr>
<tr>
<td>150/5300-7B</td>
<td>FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes</td>
</tr>
<tr>
<td>150/5300-13A, Change 1</td>
<td>Airport Design</td>
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<tr>
<td>150/5300-14C</td>
<td>Design of Aircraft Deicing Facilities</td>
</tr>
<tr>
<td>150/5300-16A</td>
<td>General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey</td>
</tr>
<tr>
<td>150/5300-17C</td>
<td>Standards for Using Remote Sensing Technologies in Airport Surveys</td>
</tr>
<tr>
<td>150/5300-18B Change 1</td>
<td>Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS</td>
</tr>
<tr>
<td>150/5320-5D</td>
<td>Airport Drainage Design</td>
</tr>
<tr>
<td>150/5320-6F</td>
<td>Airport Pavement Design and Evaluation</td>
</tr>
<tr>
<td>NUMBER</td>
<td>TITLE</td>
</tr>
<tr>
<td>------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>150/5320-12C, Changes 1 - 8</td>
<td>Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces</td>
</tr>
<tr>
<td>150/5320-15A</td>
<td>Management of Airport Industrial Waste</td>
</tr>
<tr>
<td>150/5325-4B</td>
<td>Runway Length Requirements for Airport Design</td>
</tr>
<tr>
<td>150/5335-5C</td>
<td>Standardized Method of Reporting Airport Pavement Strength - PCN</td>
</tr>
<tr>
<td>150/5340-1L</td>
<td>Standards for Airport Markings</td>
</tr>
<tr>
<td>150/5340-5D</td>
<td>Segmented Circle Airport Marker System</td>
</tr>
<tr>
<td>150/5340-18F</td>
<td>Standards for Airport Sign Systems</td>
</tr>
<tr>
<td>150/5340-26C</td>
<td>Maintenance of Airport Visual Aid Facilities</td>
</tr>
<tr>
<td>150/5340-30H</td>
<td>Design and Installation Details for Airport Visual Aids</td>
</tr>
<tr>
<td>150/5345-3G</td>
<td>Specification for L-821, Panels for the Control of Airport Lighting</td>
</tr>
<tr>
<td>150/5345-5B</td>
<td>Circuit Selector Switch</td>
</tr>
<tr>
<td>150/5345-7F</td>
<td>Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits</td>
</tr>
<tr>
<td>150/5345-10H</td>
<td>Specification for Constant Current Regulators and Regulator Monitors</td>
</tr>
<tr>
<td>150/5345-12F</td>
<td>Specification for Airport and Heliport Beacons</td>
</tr>
<tr>
<td>150/5345-13B</td>
<td>Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits</td>
</tr>
<tr>
<td>150/5345-26D</td>
<td>FAA Specification For L-823 Plug and Receptacle, Cable Connectors</td>
</tr>
<tr>
<td>150/5345-27E</td>
<td>Specification for Wind Cone Assemblies</td>
</tr>
<tr>
<td>150/5345-28G</td>
<td>Precision Approach Path Indicator (PAPI) Systems</td>
</tr>
<tr>
<td>150/5345-39D</td>
<td>Specification for L-853, Runway and Taxiway Retroreflective Markers</td>
</tr>
<tr>
<td>150/5345-42H</td>
<td>Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories</td>
</tr>
<tr>
<td>150/5345-43H</td>
<td>Specification for Obstruction Lighting Equipment</td>
</tr>
<tr>
<td>150/5345-44K</td>
<td>Specification for Runway and Taxiway Signs</td>
</tr>
<tr>
<td>150/5345-45C</td>
<td>Low-Impact Resistant (LIR) Structures</td>
</tr>
</tbody>
</table>

FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated 1/24/2017
<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>150/5345-46E</td>
<td>Specification for Runway and Taxiway Light Fixtures</td>
</tr>
<tr>
<td>150/5345-47C</td>
<td>Specification for Series to Series Isolation Transformers for Airport Lighting Systems</td>
</tr>
<tr>
<td>150/5345-49C</td>
<td>Specification L-854, Radio Control Equipment</td>
</tr>
<tr>
<td>150/5345-50B</td>
<td>Specification for Portable Runway and Taxiway Lights</td>
</tr>
<tr>
<td>150/5345-51B</td>
<td>Specification for Discharge-Type Flashing Light Equipment</td>
</tr>
<tr>
<td>150/5345-52A</td>
<td>Generic Visual Glideslope Indicators (GVGI)</td>
</tr>
<tr>
<td>150/5345-53D</td>
<td>Airport Lighting Equipment Certification Program</td>
</tr>
<tr>
<td>150/5345-54B</td>
<td>Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems</td>
</tr>
<tr>
<td>150/5345-55A</td>
<td>Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure</td>
</tr>
<tr>
<td>150/5345-56B</td>
<td>Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)</td>
</tr>
<tr>
<td>150/5360-12F</td>
<td>Airport Signing and Graphics</td>
</tr>
<tr>
<td>150/5360-13</td>
<td>Planning and Design Guidelines for Airport Terminal Facilities</td>
</tr>
<tr>
<td>Change 1</td>
<td></td>
</tr>
<tr>
<td>150/5360-14</td>
<td>Access to Airports By Individuals With Disabilities</td>
</tr>
<tr>
<td>150/5370-2F</td>
<td>Operational Safety on Airports During Construction</td>
</tr>
<tr>
<td>150/5370-10G</td>
<td>Standards for Specifying Construction of Airports</td>
</tr>
<tr>
<td>150/5370-11B</td>
<td>Use of Nondestructive Testing in the Evaluation of Airport Pavements</td>
</tr>
<tr>
<td>150/5370-13A</td>
<td>Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt</td>
</tr>
<tr>
<td>150/5370-15B</td>
<td>Airside Applications for Artificial Turf</td>
</tr>
<tr>
<td>150/5370-16</td>
<td>Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements</td>
</tr>
<tr>
<td>150/5370-17</td>
<td>Airside Use of Heated Pavement Systems</td>
</tr>
<tr>
<td>150/5390-2C</td>
<td>Heliport Design</td>
</tr>
<tr>
<td>150/5395-1A</td>
<td>Seaplane Bases</td>
</tr>
</tbody>
</table>
THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY
Updated: 1/24/2017

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>150/5100-14E, Change 1</td>
<td>Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects</td>
</tr>
<tr>
<td>150/5100-17, Changes 1 - 6</td>
<td>Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects</td>
</tr>
<tr>
<td>150/5300-15A</td>
<td>Use of Value Engineering for Engineering and Design of Airport Grant Projects</td>
</tr>
<tr>
<td>150/5320-17A</td>
<td>Airfield Pavement Surface Evaluation and Rating Manuals</td>
</tr>
<tr>
<td>150/5370-12B</td>
<td>Quality Management for Federally Funded Airport Construction Projects</td>
</tr>
<tr>
<td>150/5380-6C</td>
<td>Guidelines and Procedures for Maintenance of Airport Pavements</td>
</tr>
<tr>
<td>150/5380-7B</td>
<td>Airport Pavement Management Program</td>
</tr>
<tr>
<td>150/5380-9</td>
<td>Guidelines and Procedures for Measuring Airfield Pavement Roughness</td>
</tr>
</tbody>
</table>
ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:


It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq. (See 1)
d. Hatch Act - 5 U.S.C. 1501, et seq. (See 2)
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq. (See 1)
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c. (See 1)
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a. (See 1)
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
s. Power plant and Industrial Fuel Use Act of 1978 - Section 403-2 U.S.C. 8373. (See 1)
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

**Executive Orders**

a. Executive Order 11246 - Equal Employment Opportunity
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11998 – Flood Plain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
f. Executive Order 12898 - Environmental Justice

**Federal Regulations**

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
e. 14 CFR Part 150 - Airport noise compatibility planning.
g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.
m. 49 CFR Part 20 - New restrictions on lobbying.
n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

1 These laws do not apply to airport planning sponsors.
2 These laws do not apply to private sponsors.
3 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
4 On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
5 Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

6 Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**
   a. **Public Agency Sponsor:**
      It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
   b. **Private Sponsor:**
      It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**
   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**
   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**
   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
6. **Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and
has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.


It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.


It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.


It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,
specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.


In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.


a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,
state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1) Operating the airport’s aeronautical facilities whenever required;

2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.


It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or
to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
23. **Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or
operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of Title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
d. in a format and time prescribed by the Secretary, provide to the Secretary and
make available to the public following each of its fiscal years, an annual report
listing in detail:

1) all amounts paid by the airport to any other unit of government and the
purposes for which each such payment was made; and

2) all services and property provided by the airport to other units of government
and the amount of compensation received for provision of each such service
and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal
financial assistance and all those usable for landing and takeoff of aircraft to the
United States for use by Government aircraft in common with other aircraft at all
times without charge, except, if the use by Government aircraft is substantial, charge
may be made for a reasonable share, proportional to such use, for the cost of
operating and maintaining the facilities used. Unless otherwise determined by the
Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use
of an airport by Government aircraft will be considered to exist when operations of
such aircraft are in excess of those which, in the opinion of the Secretary, would
unduly interfere with use of the landing areas by other authorized aircraft, or during
any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land
adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of
Government aircraft is 300 or more, or the gross accumulative weight of
Government aircraft using the airport (the total movement of Government aircraft
multiplied by gross weights of such aircraft) is in excess of five million pounds.


It will furnish without cost to the Federal Government for use in connection with any
air traffic control or air navigation activities, or weather-reporting and communication
activities related to air traffic control, any areas of land or water, or estate therein, or
rights in buildings of the sponsor as the Secretary considers necessary or desirable for
construction, operation, and maintenance at Federal expense of space or facilities for
such purposes. Such areas or any portion thereof will be made available as provided
herein within four months after receipt of a written request from the Secretary.


a. It will keep up to date at all times an airport layout plan of the airport showing

1) boundaries of the airport and all proposed additions thereto, together with the
boundaries of all offsite areas owned or controlled by the sponsor for airport
purposes and proposed additions thereto;

2) the location and nature of all existing and proposed airport facilities and
structures (such as runways, taxiways, aprons, terminal buildings, hangars and
roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport’s property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary’s design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all nondiscrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor’s program or activities, these requirements extend to all of the sponsor’s programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."


1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a
covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b) For the construction or use of, or access to, space over, under, or real property acquired or improved under the applicable activity, project, or program.

d. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another
eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.


It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 07/01/2019 (the latest approved version as of this grant offer) and included in this grant, and in accordance
with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.
   a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
   b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
   c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.
   The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

   The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.
   If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

1) Describes the requests;

2) Provides an explanation as to why the requests could not be accommodated; and

3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.
STANDARD DOT TITLE VI ASSURANCES

Grand County, Utah (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
   (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
   (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
   (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   (b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.
STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED 7/2/19

(Sponsor)

Evan Clapper Council Chair

(Signature of Authorized Official)
During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS

AIRPORT: Canyonlands Field
LOCATION: Grand County, Utah
AIP PROJECT NO.: 3-49-0020-033-2019

STATEMENTS APPLICABLE TO THIS PROJECT

a. INTEREST OF NEIGHBORING COMMUNITIES: In formulating this project, consideration has been given to the interest of communities that are near Canyonlands Field.

b. THE DEVELOPMENT PROPOSED IN THIS PROJECT will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.

c. FBO COORDINATION: The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing Canyonlands Field, and they have been informed regarding the scope and nature of this project.

d. THE PROPOSED PROJECT IS CONSISTENT with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: Evan Clapper DATE: 

TITLE: County Council Chair

SPONSORING AGENCY: Grand County, Utah

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;

b. The nature and basis of opposition;

c. Sponsor's plan to accommodate or otherwise satisfy the opposition;

d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.

e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;

f. Sponsor's plans, if any, to minimize any adverse effects of the project;

g. Benefits to be gained by the proposed development; and

h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed ___________________________ Date ______/
Sponsor's Authorized Representative 7/2/13

Title ____________________________
County Council Chair
TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Canyonlands Field, Grand County, Utah

AIP #: 3-49-0020-033-2019

Project Description(s): Reconstruct Commercial Terminal Apron

1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.
   ☒ None

2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.
   ☒ None (If "None", continue with questions 3 and 4).

3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.
   ☒ None

4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.
   ☒ None

To be completed by the Civil Rights Staff

Review completed and approved: __________________________ Signature __________________________

Date: 7/2/17

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of persons; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009
FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

**Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.
Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: Grand County, Utah
Airport: Canyonlands Field
Project Number: 3-49-0020-033-2019
Description of Work: Reconstruct Commercial Terminal Apron

Application
Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,
b) Any member of his immediate family,
c) His or her partner, or
d) An organization which employs, or is about to employ, any of the above.

Selecting “Yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

☐ Yes  ☐ No
2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☐ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☐ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of 7/2/19

Name of Sponsor: Grand County, Utah

Name of Sponsor's Authorized Official: Evan Clapper

Title of Sponsor's Authorized Official: County Council Chair

Signature of Sponsor's Authorized Official: [Signature]

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.
FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.
Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: Grand County
Airport: Canyonlands Field
Project Number: 3-49-0020-033-2019
Description of Work: Reconstruct Commercial Terminal Apron

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).
   ☑ Yes  ☐ No  ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The sponsor's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
      ☑ Yes  ☐ No  ☐ N/A
3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☐ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☐ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☐ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☐ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☐ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Canyonlands Field
Address: 110 W. Aviation Way, Moab, Utah

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:
Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of 7/2/19

Name of Sponsor: Grand County

Name of Sponsor’s Authorized Official: Evan Clapper

Title of Sponsor’s Authorized Official: County Council Chair

Signature of Sponsor’s Authorized Official: [Signature]

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.
FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.
Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: Grand County
Airport: Canyonands Field
Project Number: 3-49-0020-033-2019
Description of Work: Reconstruct Commercial Terminal Apron

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
   ☑ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
   ☑ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
   ☑ Yes ☐ No ☐ N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
   ☒ Yes  ☐ No  ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:
   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
   ☒ Yes  ☐ No  ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
   ☒ Yes  ☐ No  ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
   ☒ Yes  ☐ No  ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
   ☒ Yes  ☐ No  ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
   ☒ Yes  ☐ No  ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
    ☒ Yes  ☐ No  ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
    ☒ Yes  ☐ No  ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
    ☒ Yes  ☐ No  ☐ N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
   a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
   b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
   c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place (2 CFR §200.318(j)).

   □ Yes  □ No  □ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

   □ Yes  □ No  □ N/A

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of 7/2/19.

Name of Sponsor: Grand County

Name of Sponsor's Authorized Official: Evan Clapper

Title of Sponsor's Authorized Official: County Council Chair

Signature of Sponsor's Authorized Official: ____________________________

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.
Paperwork Reduction Act Statement

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Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: Grand County
Airport: Canyonands Field
Project Number: 3-49-0020-033-2019
Description of Work: Reconstruct Commercial Terminal Apron

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
   □ Yes □ No □ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
   □ Yes □ No □ N/A
3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
   - Yes  □ No  □ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
   - Yes  □ No  □ N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
   - Yes  □ No  □ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
   - Yes  □ No  □ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
   - Yes  □ No  □ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
   - Yes  □ No  □ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
   - Yes  □ No  □ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
    - Yes  □ No  □ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
    - Yes  □ No  □ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
       - Yes  □ No  □ N/A
b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes  ☐ No  ☑ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes  ☐ No  ☑ N/A

13. For construction activities within or near aircraft operational areas (AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

☐ Yes  ☐ No  ☑ N/A

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

☐ Yes  ☐ No  ☑ N/A

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☐ Yes  ☐ No  ☑ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☐ Yes  ☐ No  ☑ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this ___ day of July 2019.

Name of Sponsor: Grand County

Name of Sponsor’s Authorized Official: Evan Clapper

Title of Sponsor’s Authorized Official: County Council Chair

Signature of Sponsor’s Authorized Official: __________________________

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.
FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.
Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: Grand County
Airport: Canyonlands Field
Project Number: 3-49-0020-033-2019
Description of Work: Reconstruct Commercial Terminal Apron

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).
   □ Yes  □ No  □ N/A
2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
   □ Yes  □ No  □ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
   □ Yes  □ No  □ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
   □ Yes  □ No  □ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)) was or will be:
   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
   c. Publicly opened at a time and place prescribed in the invitation for bids; and
   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
   □ Yes  □ No  □ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
   b. Plan for publicizing and soliciting an adequate number of qualified sources; and
   c. Listing of evaluation factors along with relative importance of the factors.
   □ Yes  □ No  □ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
   □ Yes  □ No  □ N/A
8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
   a. Only one qualified person/firm submits a responsive bid;
   b. Award is to be made to other than the lowest responsible bidder; and
   c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☐ Yes  ☐ No  ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:
   a. Access to Records (§ 200.336)
   b. Buy American Preferences (Title 49 U.S.C. § 50101)
   c. Civil Rights - General Provisions and Title VI Assurances (41 CFR part 60)
   e. Occupational Safety and Health Act requirements (20 CFR part 1920)
   f. Seismic Safety – building construction (49 CFR part 41)
   g. State Energy Conservation Requirements - as applicable (2 CFR part 200, Appendix II)
   h. U.S. Trade Restriction (49 CFR part 30)
   i. Veterans Preference (49 USC § 47112(c))

☐ Yes  ☐ No  ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:
    a. Davis-Bacon and Related Acts (29 CFR part 5)
    b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☐ Yes  ☐ No  ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☐ Yes  ☐ No  ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:
    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☐ Yes  ☐ No  ☐ N/A
13. All contracts and subcontracts exceeding $25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☐ Yes  ☐ No  ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $250,000) include or will include provisions, as applicable, that address the following:
   a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
   b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
   c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
   d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
   e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☐ Yes  ☐ No  ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 2 day of July 2019.

Name of Sponsor: Grand County

Name of Sponsor's Authorized Official: Evan Clapper

Title of Sponsor's Authorized Official: County Council Chair

Signature of Sponsor's Authorized Official: ____________________________

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.
U.S. Department of Transportation  
Federal Aviation Administration

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.
Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: Grand County
Airport: Canyonlands Field
Project Number: 3-49-0020-033-2019
Description of Work: Reconstruct Commercial Terminal Apron

Application
49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements
Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
   - Yes □ No □ N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).
   - Yes □ No □ N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
   - Yes □ No □ N/A
4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
   - Yes [ ] No [ ] N/A [ ]

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
   - Yes [ ] No [ ] N/A [ ]

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
   - Yes [ ] No [ ] N/A [ ]
   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
   - Yes [ ] No [ ] N/A [ ]

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
   - Yes [ ] No [ ] N/A [ ]

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
   - Yes [ ] No [ ] N/A [ ]
   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
   - Yes [ ] No [ ] N/A [ ]

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
   - Yes [ ] No [ ] N/A [ ]
   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
   - Yes [ ] No [ ] N/A [ ]

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
    - Yes [ ] No [ ] N/A [ ]
11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes  ☐ No  ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:
   a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
   b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
   c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes  ☐ No  ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes  ☐ No  ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _Z_ day of _July_ 2019.

Name of Sponsor: Grand County

Name of Sponsor's Authorized Official: Evan Clapper

Title of Sponsor's Authorized Official: County Council Chair

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.
FAA Form 5100-133, Real Property Acquisition – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.
Real Property Acquisition
Airport Improvement Program Sponsor Certification

Sponsor: Grand County
Airport: Canyonlands Field
Project Number: 3-49-0020-033-2019
Description of Work: Reconstruct Commercial Terminal Apron

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements
Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
   ☒ Yes  ☐ No  ☐ N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
   ☒ Yes  ☐ No  ☐ N/A

3. If property for airport development is or will be leased, the following conditions have been met:
   a. The term is for 20 years or the useful life of the project;
   b. The lessor is a public agency; and
   c. The lease contains no provisions that prevent full compliance with the grant agreement.
   ☐ Yes  ☐ No  ☒ N/A
4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
   □ Yes  □ No  □ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
   □ Yes  □ No  □ N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:
   a. The right of flight;
   b. The right of ingress and egress to remove obstructions; and
   c. The right to restrict the establishment of future obstructions.
   □ Yes  □ No  □ N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
   a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
   b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.
   □ Yes  □ No  □ N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
   □ Yes  □ No  □ N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
   □ Yes  □ No  □ N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:
    a. No coercive action to induce agreement; and
    b. Supporting documents for settlements included in the project files.
    □ Yes  □ No  □ N/A
11. If a negotiated settlement is not reached, the following procedures were or will be used:
   a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
   b. Supporting documents for awards included in the project files.
   □ Yes  □ No  □ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.
   □ Yes  □ No  □ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.
   □ Yes  □ No  □ N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 2 day of July 2019.

Name of Sponsor: Grand County

Name of Sponsor’s Authorized Official: Evan Clapper

Title of Sponsor’s Authorized Official: County Council Chair

Signature of Sponsor’s Designated Official Representative: [Signature]

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an official or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an official or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION
Grand County

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
Prefix: Mr. * First Name: Evan * Middle Name: 
* Last Name: Clapper * Suffix: 
* Title: County Council Chair

* SIGNATURE

* DATE: 1/2/19
Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/20/2018

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>70/7460-1L</td>
<td>Obstruction Marking and Lighting</td>
</tr>
<tr>
<td>Change 1</td>
<td></td>
</tr>
<tr>
<td>150/5020-1</td>
<td>Noise Control and Compatibility Planning for Airports</td>
</tr>
<tr>
<td>150/5070-6B</td>
<td>Airport Master Plans</td>
</tr>
<tr>
<td>Changes 1 - 2</td>
<td></td>
</tr>
<tr>
<td>150/5070-7</td>
<td>The Airport System Planning Process</td>
</tr>
<tr>
<td>Change 1</td>
<td></td>
</tr>
<tr>
<td>150/5100-13B</td>
<td>Development of State Standards for Nonprimary Airports</td>
</tr>
<tr>
<td>150/5200-28F</td>
<td>Notices to Airmen (NOTAMs) for Airport Operators</td>
</tr>
<tr>
<td>150/5200-30D</td>
<td>Airport Field Condition Assessments and Winter Operations Safety</td>
</tr>
<tr>
<td>Change 1</td>
<td></td>
</tr>
<tr>
<td>150/5200-31C</td>
<td>Airport Emergency Plan</td>
</tr>
<tr>
<td>Changes 1 - 2</td>
<td></td>
</tr>
<tr>
<td>150/5210-5D</td>
<td>Painting, Marking, and Lighting of Vehicles Used on an Airport</td>
</tr>
<tr>
<td>150/5210-7D</td>
<td>Aircraft Rescue and Fire Fighting Communications</td>
</tr>
<tr>
<td>150/5210-13C</td>
<td>Airport Water Rescue Plans and Equipment</td>
</tr>
<tr>
<td>150/5210-14B</td>
<td>Aircraft Rescue Fire Fighting Equipment, Tools and Clothing</td>
</tr>
<tr>
<td>150/5210-15A</td>
<td>Aircraft Rescue and Firefighting Station Building Design</td>
</tr>
<tr>
<td>150/5210-18A</td>
<td>Systems for Interactive Training of Airport Personnel</td>
</tr>
<tr>
<td>NUMBER</td>
<td>TITLE</td>
</tr>
<tr>
<td>--------</td>
<td>-------</td>
</tr>
<tr>
<td>150/5210-19A</td>
<td>Driver's Enhanced Vision System (DEVs)</td>
</tr>
<tr>
<td>150/5220-10E</td>
<td>Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles</td>
</tr>
<tr>
<td>150/5220-16E</td>
<td>Automated Weather Observing Systems (AWOS) for Non-Federal Applications</td>
</tr>
<tr>
<td>150/5220-17B</td>
<td>Aircraft Rescue and Fire Fighting (ARFF) Training Facilities</td>
</tr>
<tr>
<td>150/5220-18A</td>
<td>Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials</td>
</tr>
<tr>
<td>150/5220-20A</td>
<td>Airport Snow and Ice Control Equipment</td>
</tr>
<tr>
<td>150/5220-21C</td>
<td>Aircraft Boarding Equipment</td>
</tr>
<tr>
<td>150/5220-22B</td>
<td>Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns</td>
</tr>
<tr>
<td>150/5220-23</td>
<td>Frangible Connections</td>
</tr>
<tr>
<td>150/5220-24</td>
<td>Foreign Object Debris Detection Equipment</td>
</tr>
<tr>
<td>150/5220-25</td>
<td>Airport Avian Radar Systems</td>
</tr>
<tr>
<td>150/5220-26, Changes 1 - 2</td>
<td>Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment</td>
</tr>
<tr>
<td>150/5300-7B</td>
<td>FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes</td>
</tr>
<tr>
<td>150/5300-13A, Change 1</td>
<td>Airport Design</td>
</tr>
<tr>
<td>150/5300-14C</td>
<td>Design of Aircraft Deicing Facilities</td>
</tr>
<tr>
<td>150/5300-16A</td>
<td>General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey</td>
</tr>
<tr>
<td>150/5300-17C Change 1</td>
<td>Standards for Using Remote Sensing Technologies in Airport Surveys</td>
</tr>
<tr>
<td>150/5300-18B Change 1</td>
<td>General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards</td>
</tr>
<tr>
<td>150/5320-5D</td>
<td>Airport Drainage Design</td>
</tr>
<tr>
<td>150/5320-6F</td>
<td>Airport Pavement Design and Evaluation</td>
</tr>
<tr>
<td>NUMBER</td>
<td>TITLE</td>
</tr>
<tr>
<td>-------------</td>
<td>-----------------------------------------------------------------------</td>
</tr>
<tr>
<td>150/5320-12C, Changes 1 - 8</td>
<td>Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces</td>
</tr>
<tr>
<td>150/5320-15A</td>
<td>Management of Airport Industrial Waste</td>
</tr>
<tr>
<td>150/5325-4B</td>
<td>Runway Length Requirements for Airport Design</td>
</tr>
<tr>
<td>150/5335-5C</td>
<td>Standardized Method of Reporting Airport Pavement Strength - PCN</td>
</tr>
<tr>
<td>150/5340-1L</td>
<td>Standards for Airport Markings</td>
</tr>
<tr>
<td>150/5340-5D</td>
<td>Segmented Circle Airport Marker System</td>
</tr>
<tr>
<td>150/5340-18F</td>
<td>Standards for Airport Sign Systems</td>
</tr>
<tr>
<td>150/5340-26C</td>
<td>Maintenance of Airport Visual Aid Facilities</td>
</tr>
<tr>
<td>150/5340-30J</td>
<td>Design and Installation Details for Airport Visual Aids</td>
</tr>
<tr>
<td>150/5345-3G</td>
<td>Specification for L-821, Panels for the Control of Airport Lighting</td>
</tr>
<tr>
<td>150/5345-5B</td>
<td>Circuit Selector Switch</td>
</tr>
<tr>
<td>150/5345-7F</td>
<td>Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits</td>
</tr>
<tr>
<td>150/5345-10H</td>
<td>Specification for Constant Current Regulators and Regulator Monitors</td>
</tr>
<tr>
<td>150/5345-12F</td>
<td>Specification for Airport and Heliport Beacons</td>
</tr>
<tr>
<td>150/5345-13B</td>
<td>Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits</td>
</tr>
<tr>
<td>150/5345-26D</td>
<td>FAA Specification For L-823 Plug and Receptacle, Cable Connectors</td>
</tr>
<tr>
<td>150/5345-27E</td>
<td>Specification for Wind Cone Assemblies</td>
</tr>
<tr>
<td>150/5345-28G</td>
<td>Precision Approach Path Indicator (PAPI) Systems</td>
</tr>
<tr>
<td>150/5345-39D</td>
<td>Specification for L-853, Runway and Taxiway Retroreflective Markers</td>
</tr>
<tr>
<td>150/5345-42H</td>
<td>Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories</td>
</tr>
<tr>
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<td>Specification for Obstruction Lighting Equipment</td>
</tr>
<tr>
<td>150/5345-44K</td>
<td>Specification for Runway and Taxiway Signs</td>
</tr>
<tr>
<td>150/5345-45C</td>
<td>Low-Impact Resistant (LIR) Structures</td>
</tr>
<tr>
<td>150/5345-46E</td>
<td>Specification for Runway and Taxiway Light Fixtures</td>
</tr>
<tr>
<td>NUMBER</td>
<td>TITLE</td>
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<tr>
<td>150/5345-47C</td>
<td>Specification for Series to Series Isolation Transformers for Airport Lighting Systems</td>
</tr>
<tr>
<td>150/5345-49D</td>
<td>Specification L-854, Radio Control Equipment</td>
</tr>
<tr>
<td>150/5345-50B</td>
<td>Specification for Portable Runway and Taxiway Lights</td>
</tr>
<tr>
<td>150/5345-51B</td>
<td>Specification for Discharge-Type Flashing Light Equipment</td>
</tr>
<tr>
<td>150/5345-52A</td>
<td>Generic Visual Glideslope Indicators (GVGI)</td>
</tr>
<tr>
<td>150/5345-53D</td>
<td>Airport Lighting Equipment Certification Program</td>
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<tr>
<td>150/5345-54B</td>
<td>Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems</td>
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<tr>
<td>150/5345-55A</td>
<td>Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure</td>
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<tr>
<td>150/5345-56B</td>
<td>Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)</td>
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<tr>
<td>150/5360-12F</td>
<td>Airport Signing and Graphics</td>
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<tr>
<td>150/5360-13</td>
<td>Planning and Design Guidelines for Airport Terminal Facilities</td>
</tr>
<tr>
<td>Change 1</td>
<td></td>
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<tr>
<td>150/5360-14A</td>
<td>Access to Airports By Individuals With Disabilities</td>
</tr>
<tr>
<td>150/5370-2G</td>
<td>Operational Safety on Airports During Construction</td>
</tr>
<tr>
<td>150/5370-10G</td>
<td>Standards for Specifying Construction of Airports</td>
</tr>
<tr>
<td>150/5370-11B</td>
<td>Use of Nondestructive Testing in the Evaluation of Airport Pavements</td>
</tr>
<tr>
<td>150/5370-13A</td>
<td>Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt</td>
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<tr>
<td>150/5370-15B</td>
<td>Airside Applications for Artificial Turf</td>
</tr>
<tr>
<td>150/5370-16</td>
<td>Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements</td>
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<tr>
<td>150/5370-17</td>
<td>Airside Use of Heated Pavement Systems</td>
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<tr>
<td>150/5390-2C</td>
<td>Heliport Design</td>
</tr>
<tr>
<td>150/5395-1A</td>
<td>Seaplane Bases</td>
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</table>
THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY
Updated: 1/29/2018

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
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<tbody>
<tr>
<td>150/5100-14E, Change 1</td>
<td>Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects</td>
</tr>
<tr>
<td>150/5100-17, Changes 1 - 7</td>
<td>Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects</td>
</tr>
<tr>
<td>150/5300-15A</td>
<td>Use of Value Engineering for Engineering and Design of Airport Grant Projects</td>
</tr>
<tr>
<td>150/5320-17A</td>
<td>Airfield Pavement Surface Evaluation and Rating Manuals</td>
</tr>
<tr>
<td>150/5370-12B</td>
<td>Quality Management for Federally Funded Airport Construction Projects</td>
</tr>
<tr>
<td>150/5380-6C</td>
<td>Guidelines and Procedures for Maintenance of Airport Pavements</td>
</tr>
<tr>
<td>150/5380-7B</td>
<td>Airport Pavement Management Program</td>
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<tr>
<td>150/5380-9</td>
<td>Guidelines and Procedures for Measuring Airfield Pavement Roughness</td>
</tr>
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</table>
**Application for Federal Assistance SF-424**

<table>
<thead>
<tr>
<th><strong>1. Type of Submission:</strong></th>
<th><strong>2. Type of Application:</strong></th>
<th><strong>If Revision, select appropriate letter(s):</strong></th>
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<tr>
<td>[ ] Preapplication</td>
<td>[x] New</td>
<td></td>
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<tr>
<td>[x] Application</td>
<td>[ ] Continuation</td>
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<tr>
<td>[ ] Changed/Corrected Application</td>
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<table>
<thead>
<tr>
<th><strong>3. Date Received:</strong></th>
<th><strong>4. Applicant Identifier:</strong></th>
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<td>07/03/2019</td>
<td>N/A</td>
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<tr>
<th><strong>5a. Federal Entity Identifier:</strong></th>
<th><strong>5b. Federal Award Identifier:</strong></th>
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<tr>
<td>N/A</td>
<td>3-49-0020-032-2019</td>
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<table>
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<tr>
<th><strong>6. Date Received by State:</strong></th>
<th><strong>7. State Application Identifier:</strong></th>
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</thead>
</table>

<table>
<thead>
<tr>
<th><strong>8. APPLICANT INFORMATION:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>a. Legal Name:</strong> Canyonlands Field, Grand County, Utah</td>
</tr>
<tr>
<td><strong>b. Employer/Taxpayer Identification Number (EIN/TIN):</strong> 87-6000304</td>
</tr>
<tr>
<td><strong>c. Organizational DUNS:</strong> 0501579810000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>d. Address:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Street1: 125 East Center Street</td>
</tr>
<tr>
<td>City: Moab</td>
</tr>
<tr>
<td>State: UT: Utah</td>
</tr>
<tr>
<td>Province:</td>
</tr>
<tr>
<td>Country: USA: UNITED STATES</td>
</tr>
<tr>
<td>Zip / Postal Code: 84532-0000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>e. Organizational Unit:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Department Name: Canyonlands Field</td>
</tr>
<tr>
<td>Division Name:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>f. Name and contact information of person to be contacted on matters involving this application:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Prefix:</strong> Mr.</td>
</tr>
<tr>
<td><strong>Middle Name:</strong></td>
</tr>
<tr>
<td><strong>Last Name:</strong> Hill</td>
</tr>
<tr>
<td><strong>Suffix:</strong></td>
</tr>
<tr>
<td><strong>Title:</strong> Airport Director</td>
</tr>
<tr>
<td><strong>Organizational Affiliation:</strong> Canyonlands Field, Grand County, UT</td>
</tr>
<tr>
<td><strong>Telephone Number:</strong> 435-259-4849</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:jhill@grandcountyutah.net">jhill@grandcountyutah.net</a></td>
</tr>
</tbody>
</table>
## Application for Federal Assistance SF-424

### 9. Type of Applicant 1: Select Applicant Type:
- County Government

### 10. Name of Federal Agency:
- Federal Aviation Administration - NWIR Airports Division

### 11. Catalog of Federal Domestic Assistance Number:
- 20.106

#### CFDA Title:
- Airport Improvement Program

### 12. Funding Opportunity Number:
- N/A

#### Title:
- N/A

### 13. Competition Identification Number:
- N/A

#### Title:
- N/A

### 14. Areas Affected by Project (Cities, Counties, States, etc.):
- [Add Attachment]

### 15. Descriptive Title of Applicant's Project:
- Reconstruct Taxiway A

Attach supporting documents as specified in agency instructions.

[Add Attachments] [Delete Attachments] [View Attachments]
### Application for Federal Assistance SF-424

**16. Congressional Districts Of:**
- **a. Applicant:**
- **b. Program/Project:**

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**
- **a. Start Date:** 07/19/2019
- **b. End Date:** 07/01/2020

**18. Estimated Funding ($):**
- **a. Federal**
- **b. Applicant**
- **c. State**
- **d. Local**
- **e. Other**
- **f. Program Income**
- **g. TOTAL**

**5,000,000.00**

**19. Is Application Subject to Review By State Under Executive Order 12372 Process?**
- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on
- [x] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [ ] c. Program is not covered by E.O. 12372.

**20. Is the Applicant Delinquent On Any Federal Debt?**
- [ ] Yes
- [x] No

If "Yes", provide explanation and attach

**21. By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

[ ] **I AGREE**

**The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.**

**Authorized Representative:**
- **Prefix:** Mr.
- **First Name:** Evan
- **Middle Name:**
- **Last Name:** Clapper
- **Suffix:**

- **Title:** County Council Chair
- **Telephone Number:** 435-259-1342
- **Fax Number:**
- **Email:** eclapper@grandcountyyutah.net

**Signature of Authorized Representative:**

[Signature]

**Date Signed:** 7/2/19
INSTRUCTIONS FOR FORM 5100-100

PART I – Application for Federal Assistance

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor’s authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

PART II – Project Approval Information

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

SECTION A. STATUTORY CONDITIONS

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))
Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

Item 5 – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 6 – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request does not include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

Limitations of use: Per policy, Sponsor's may only apply an approved ICR to allowable direct salary expenses that are reasonable and necessary to carry-out the project.

SECTION B. CERTIFICATION REGARDING LOBBYING

This section addresses the Sponsor’s declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.
SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.

2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.

3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.

4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.

5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.

6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.

7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
   a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
   b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.

8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.

9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.

10. **Land** (49 U.S.C. § 47106(b)) –
    a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
    Example: "Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated __/__/__ originally filed with AIP Project ###.”
    b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
    c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
PART III – Budget Information

SECTION A. GENERAL

1. Federal Domestic Assistance Catalog Number - Show the Federal Domestic Assistance Catalog Number from which the assistance is requested.

2. Functional or Other Breakout: Indicate "Airport Improvement Program". Prepare a separate set of Part III forms for other Federal program categories.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

Line 1 - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

Line 2 - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter fees for architectural engineering basic services.

Line 5 - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

Line 6 - Enter fees for inspection, testing and monitoring of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

Line 12 - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.

Line 13 - Enter miscellaneous amounts for items not specifically covered by previous categories.
Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

Line 16 - Enter the difference between Line 14 and Line 15.

Line 17 - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

Line 18 – Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 19 – Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

Line 20 – Indicate the amount of the Grantee’s share (from Section D).

Line 21 – Indicate the amount of other shares (from Section D)

Line 22 – Indicate sum of Lines 19, 20 and 21.

SECTION C. EXCLUSIONS

Line 23 a-g - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 24 a-g - Show the source of the grantee’s share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 24h - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

Line 25a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25c - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 21.

Line 26 - Enter the totals of Lines 24h and 25c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.
PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH
   a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
   b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
   c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
   d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
   e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:
   a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
   b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
   c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

6. SPONSOR’S REPRESENTATIVE

Identify contact information of Sponsor’s representative.
### Application for Federal Assistance (Development and Equipment Projects)

#### PART II – PROJECT APPROVAL INFORMATION

**Part II - SECTION A**

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

<table>
<thead>
<tr>
<th>Item 1.</th>
<th>Does Sponsor maintain an active registration in the System for Award Management (<a href="http://www.SAM.gov">www.SAM.gov</a>)?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☑ Yes ☐ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item 2.</th>
<th>Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☑ Yes ☐ No ☐ N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item 3.</th>
<th>Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ Yes ☑ No ☐ N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item 4.</th>
<th>Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ Yes ☑ No ☐ N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item 5.</th>
<th>Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☑ Yes ☐ No ☐ N/A</td>
</tr>
</tbody>
</table>

- ☐ The project is included in an approved PFC application.
- If included in an approved PFC application, does the application only address AIP matching share? ☑ Yes ☐ No

- ☐ The project is included in another Federal Assistance program. Its CFDA number is below.

<table>
<thead>
<tr>
<th>Item 6.</th>
<th>Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☑ Yes ☐ No ☐ N/A</td>
</tr>
</tbody>
</table>

- ☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

- ☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

*Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.*
PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:
   Grand County, Utah has a compatible land use plan in place.

2. **Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:
   None

3. **Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:
   None

4. **Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
   Yes

5. **Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.
   Yes

6. **Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).
   Yes

7. **Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
   Yes

8. **Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
   Yes
9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Yes, the most current Exhibit A, dated June 2019, has been submitted to the FAA.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

NA

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

NA

---

1 State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.
### PART III – BUDGET INFORMATION – CONSTRUCTION

#### SECTION A – GENERAL

1. Federal Domestic Assistance Catalog Number:
2. Functional or Other Breakout:

#### SECTION B – CALCULATION OF FEDERAL GRANT

<table>
<thead>
<tr>
<th>Cost Classification</th>
<th>Latest Approved Amount (Use only for revisions)</th>
<th>Adjustment + or (-) Amount (Use only for revisions)</th>
<th>Total Amount Required</th>
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<tbody>
<tr>
<td>1. Administration expense</td>
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<tr>
<td>2. Preliminary expense</td>
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<tr>
<td>3. Land, structures, right-of-way</td>
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<tr>
<td>4. Architectural engineering basic fees</td>
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<tr>
<td>5. Other Architectural engineering fees</td>
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<td>6. Project inspection fees</td>
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<tr>
<td>7. Land development</td>
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<td>8. Relocation Expenses</td>
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<td>9. Relocation payments to Individuals and Businesses</td>
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<tr>
<td>10. Demolition and removal</td>
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<tr>
<td>11. Construction and project improvement</td>
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<td>12. Equipment</td>
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<tr>
<td>13. Miscellaneous</td>
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<td>14. <strong>Subtotal</strong> (Lines 1 through 13)</td>
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<td>$5,000,000</td>
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<tr>
<td>15. Estimated Income (if applicable)</td>
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<td>16. Net Project Amount (Line 14 minus 15)</td>
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<td>17. <strong>Less:</strong> Ineligible Exclusions (Section C, line 23 g.)</td>
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<td>18. <strong>Subtotal</strong> (Lines 16 through 17)</td>
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<td>$5,000,000</td>
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<tr>
<td>20. Grantee share</td>
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<tr>
<td>21. Other shares</td>
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<td><strong>TOTAL PROJECT</strong> (Lines 19, 20 &amp; 21)</td>
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SECTION C - EXCLUSIONS

23. Classification (Description of non-participating work)  

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<tr>
<th>Amount Ineligible for Participation</th>
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<tbody>
<tr>
<td>a.</td>
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<tr>
<td>b.</td>
</tr>
<tr>
<td>c.</td>
</tr>
<tr>
<td>d.</td>
</tr>
<tr>
<td>e.</td>
</tr>
<tr>
<td>f.</td>
</tr>
<tr>
<td>g. Total</td>
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</table>

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories  

<table>
<thead>
<tr>
<th>Amount</th>
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<tbody>
<tr>
<td>a. Securities</td>
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<tr>
<td>b. Mortgages</td>
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<tr>
<td>c. Appropriations (by Applicant) 250,000</td>
</tr>
<tr>
<td>d. Bonds</td>
</tr>
<tr>
<td>e. Tax Levies</td>
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<tr>
<td>f. Non-Cash</td>
</tr>
<tr>
<td>g. Other (Explain):</td>
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<tr>
<td>h. TOTAL - Grantee share $250,000</td>
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</table>

25. Other Shares  

<table>
<thead>
<tr>
<th>Amount</th>
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<tr>
<td>a. State 0</td>
</tr>
<tr>
<td>b. Other 0</td>
</tr>
<tr>
<td>c. TOTAL - Other Shares $0</td>
</tr>
</tbody>
</table>

26. TOTAL NON-FEDERAL FINANCING  

| $250,000 |

SECTION E - REMARKS

(Attach sheets if additional space is required)


See Exhibit A updated July 2019.
## PROJECT: Reconstruct Taxiway A

### AIRPORT: Canyonlands Field, Grand County, UT

1. **Objective:**
   Reconstruct parallel Taxiway A, which has failed. The existing asphalt pavement and base course will be removed and replaced with a new pavement section designed to carry the aircraft currently using the Airport. The work will include pavement removal, excavation, subgrade preparation, subbase course, base course, and asphalt pavement.

2. **Benefits Anticipated:**
   Taxiway A is past it useful life as it was constructed over 20 years ago. A recent failure resulted in its closure to all aircraft; aircraft now back-taxi on the runway and access the apron with two connecting taxiways. This failure is being addressed with the temporary goal of reopening it to aircraft less than 8,000 lb. until it is reconstructed. This scenario is far from ideal and must be corrected as soon as possible to encourage safe operations at the airport.

3. **Approach:** (See approved Scope of Work in Final Application)

4. **Geographic Location:**
   Grand County, Utah

5. **If Applicable, Provide Additional Information:**

6. **Sponsor’s Representative:** (include address & telephone number)
   Judd Hill - Airport Director
   110 W. Aviation Way
   Moab, UT 84532  tel: (435) 259-4849
JUSTIFICATION: The existing pavement of Taxiway A has catastrophically failed and is no longer usable by aircraft over 8,000 lbs.

SPONSOR SIGNATURE: ___________________________ DATE: 7/2/19

COST ESTIMATE: $5,000,000 Item: Reconstruct Taxiway A

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<tr>
<td>INSPECTION:</td>
<td>3:</td>
<td>$</td>
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<td>TOTAL: $5,000,000</td>
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ADO USE:
PREAPP NO: ___ GRANT NO: ___ NPIAS CODE: ___ WORK CODE: ___ FAA PRIOR: ___ FED $ ___
Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 1/24/2017

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

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<td>70/7460-1L</td>
<td>Obstruction Marking and Lighting</td>
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<td>Change 1</td>
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<tr>
<td>150/5020-1</td>
<td>Noise Control and Compatibility Planning for Airports</td>
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<tr>
<td>150/5070-6B</td>
<td>Airport Master Plans</td>
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<tr>
<td>Changes 1 - 2</td>
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<tr>
<td>150/5070-7</td>
<td>The Airport System Planning Process</td>
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<td>Change 1</td>
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<tr>
<td>150/5100-13B</td>
<td>Development of State Standards for Nonprimary Airports</td>
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<tr>
<td>150/5200-28F</td>
<td>Notices to Airmen (NOTAMs) for Airport Operators</td>
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<td>150/5200-30D</td>
<td>Airport Field Condition Assessments and Winter Operations Safety</td>
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<td>150/5200-31C</td>
<td>Airport Emergency Plan</td>
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<td>Changes 1 - 2</td>
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<tr>
<td>150/5210-5D</td>
<td>Painting, Marking, and Lighting of Vehicles Used on an Airport</td>
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<tr>
<td>150/5210-7D</td>
<td>Aircraft Rescue and Fire Fighting Communications</td>
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<tr>
<td>150/5210-13C</td>
<td>Airport Water Rescue Plans and Equipment</td>
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<tr>
<td>150/5210-14B</td>
<td>Aircraft Rescue Fire Fighting Equipment, Tools and Clothing</td>
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<td>150/5210-15A</td>
<td>Aircraft Rescue and Firefighting Station Building Design</td>
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<td>TITLE</td>
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<tr>
<td>150/5210-18A</td>
<td>Systems for Interactive Training of Airport Personnel</td>
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<tr>
<td>150/5210-19A</td>
<td>Driver's Enhanced Vision System (DEVs)</td>
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<tr>
<td>150/5220-10E</td>
<td>Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles</td>
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<td>150/5220-16D</td>
<td>Automated Weather Observing Systems (AWOS) for Non-Federal Applications</td>
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<tr>
<td>150/5220-17B</td>
<td>Aircraft Rescue and Fire Fighting (ARFF) Training Facilities</td>
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<tr>
<td>150/5220-18A</td>
<td>Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials</td>
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<tr>
<td>150/5220-20A</td>
<td>Airport Snow and Ice Control Equipment</td>
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<td>150/5220-21C</td>
<td>Aircraft Boarding Equipment</td>
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<td>150/5220-22B</td>
<td>Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns</td>
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<td>150/5220-23</td>
<td>Frangible Connections</td>
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<td>150/5220-24</td>
<td>Foreign Object Debris Detection Equipment</td>
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<td>150/5220-25</td>
<td>Airport Avian Radar Systems</td>
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<tr>
<td>150/5220-26, Changes 1 - 2</td>
<td>Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment</td>
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<td>150/5300-7B</td>
<td>FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes</td>
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<td>150/5300-13A, Change 1</td>
<td>Airport Design</td>
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<td>150/5300-14C</td>
<td>Design of Aircraft Deicing Facilities</td>
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<td>General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey</td>
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<td>Standards for Using Remote Sensing Technologies in Airport Surveys</td>
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<td>Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS</td>
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<td>Airport Drainage Design</td>
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<td>Airport Pavement Design and Evaluation</td>
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<td>150/5320-12C,</td>
<td>Measurement, Construction, and Maintenance of Skid Resistant Airport</td>
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<td>Changes 1 - 8</td>
<td>Pavement Surfaces</td>
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<td>150/5320-15A</td>
<td>Management of Airport Industrial Waste</td>
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<td>150/5325-4B</td>
<td>Runway Length Requirements for Airport Design</td>
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<td>150/5335-5C</td>
<td>Standardized Method of Reporting Airport Pavement Strength - PCN</td>
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<td>150/5340-1L</td>
<td>Standards for Airport Markings</td>
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<td>Segmented Circle Airport Marker System</td>
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<td>150/5340-26C</td>
<td>Maintenance of Airport Visual Aid Facilities</td>
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<td>150/5340-30H</td>
<td>Design and Installation Details for Airport Visual Aids</td>
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<td>150/5345-3G</td>
<td>Specification for L-821, Panels for the Control of Airport Lighting</td>
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<td>Circuit Selector Switch</td>
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<td>Specification for L-824 Underground Electrical Cable for Airport</td>
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<td>Lighting Circuits</td>
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<td>150/5345-10H</td>
<td>Specification for Constant Current Regulators and Regulator Monitors</td>
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<td>150/5345-12F</td>
<td>Specification for Airport and Heliport Beacons</td>
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<td>Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot</td>
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<td>Control of Airport Lighting Circuits</td>
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<td>FAA Specification For L-823 Plug and Receptacle, Cable Connectors</td>
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<td>Precision Approach Path Indicator (PAPI) Systems</td>
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<td>Specification for L-853, Runway and Taxiway Retroreflective Markers</td>
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<td>150/5345-42H</td>
<td>Specification for Airport Light Bases, Transformer Housings, Junction</td>
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<td>Specification for Obstruction Lighting Equipment</td>
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<td>Specification for Runway and Taxiway Signs</td>
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<td>Low-Impact Resistant (LIR) Structures</td>
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<td>Specification for Runway and Taxiway Light Fixtures</td>
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<td>Specification for Series to Series Isolation Transformers for Airport Lighting Systems</td>
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<td>Specification L-854, Radio Control Equipment</td>
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<td>Specification for Portable Runway and Taxiway Lights</td>
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<td>Generic Visual Glideslope Indicators (GVGI)</td>
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<td>Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems</td>
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<td>Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure</td>
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<td>Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)</td>
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<td>Planning and Design Guidelines for Airport Terminal Facilities</td>
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<td>Access to Airports By Individuals With Disabilities</td>
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<td>Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements</td>
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<td>Airside Use of Heated Pavement Systems</td>
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THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY
Updated: 1/24/2017

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<td>Land Acquisition and Relocation Assistance for Airport Improvement</td>
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<td>Program Assisted Projects</td>
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<td>150/5300-15A</td>
<td>Use of Value Engineering for Engineering and Design of Airport Grant</td>
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<td>150/5320-17A</td>
<td>Airfield Pavement Surface Evaluation and Rating Manuals</td>
</tr>
<tr>
<td>150/5370-12B</td>
<td>Quality Management for Federally Funded Airport Construction Projects</td>
</tr>
<tr>
<td>150/5380-6C</td>
<td>Guidelines and Procedures for Maintenance of Airport Pavements</td>
</tr>
<tr>
<td>150/5380-7B</td>
<td>Airport Pavement Management Program</td>
</tr>
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<td>Guidelines and Procedures for Measuring Airfield Pavement Roughness</td>
</tr>
</tbody>
</table>

FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects
Updated 1/24/2017

Page 5 of 5
ASSURANCES
Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

   It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

   **Federal Legislation**

   b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
   i. Clean Air Act, P.L. 90-148, as amended.
   j. Coastal Zone Management Act, P.L. 93-205, as amended.
   k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
   l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
   n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
   w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

**Executive Orders**

a. Executive Order 11246 - Equal Employment Opportunity
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11998 – Flood Plain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
f. Executive Order 12898 - Environmental Justice

**Federal Regulations**

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
d. 14 CFR Part 13 - Investigative and Enforcement Procedures
e. 14 CFR Part 150 - Airport noise compatibility planning.
g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States.
j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.
m. 49 CFR Part 20 - New restrictions on lobbying.
n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.\(^{12}\)
q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.\(^{3}\)
s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
t. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
w. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

**Specific Assurances**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

**Footnotes to Assurance C.1.**

1. These laws do not apply to airport planning sponsors.
2. These laws do not apply to private sponsors.
3. 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

4. On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
5 Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

6 Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.
   a. Public Agency Sponsor:
   It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
   b. Private Sponsor:
   It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.
   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
6. **Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and
has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,
specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.


In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.


a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,
state and local agencies for maintenance and operation. It will not cause or permit
any activity or action thereon which would interfere with its use for airport
purposes. It will suitably operate and maintain the airport and all facilities thereon
or connected therewith, with due regard to climatic and flood conditions. Any
proposal to temporarily close the airport for non-aeronautical purposes must first
be approved by the Secretary. In furtherance of this assurance, the sponsor will
have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;
2) Promptly marking and lighting hazards resulting from airport conditions,
   including temporary conditions; and
3) Promptly notifying airmen of any condition affecting aeronautical use of the
   airport. Nothing contained herein shall be construed to require that the airport
   be operated for aeronautical use during temporary periods when snow, flood
   or other climatic conditions interfere with such operation and maintenance.
   Further, nothing herein shall be construed as requiring the maintenance,
   repair, restoration, or replacement of any structure or facility which is
   substantially damaged or destroyed due to an act of God or other condition or
   circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it
   owns or controls upon which Federal funds have been expended.

   It will take appropriate action to assure that such terminal airspace as is required to
   protect instrument and visual operations to the airport (including established
   minimum flight altitudes) will be adequately cleared and protected by removing,
   lowering, relocating, marking, or lighting or otherwise mitigating existing airport
   hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.
   It will take appropriate action, to the extent reasonable, including the adoption of
   zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the
   airport to activities and purposes compatible with normal airport operations, including
   landing and takeoff of aircraft. In addition, if the project is for noise compatibility
   program implementation, it will not cause or permit any change in land use, within its
   jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise
   compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.
   a. It will make the airport available as an airport for public use on reasonable terms
      and without unjust discrimination to all types, kinds and classes of aeronautical
      activities, including commercial aeronautical activities offering services to the
      public at the airport.

   b. In any agreement, contract, lease, or other arrangement under which a right or
      privilege at the airport is granted to any person, firm, or corporation to conduct or
to engage in any aeronautical activity for furnishing services to the public at the
airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to
all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or
service, provided that the contractor may be allowed to make reasonable and
nondiscriminatory discounts, rebates, or other similar types of price reductions
to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees,
rentals, and other charges as are uniformly applicable to all other fixed-based
operators making the same or similar uses of such airport and utilizing the same
or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use
any fixed-based operator that is authorized or permitted by the airport to serve any
air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant
of another air carrier tenant) shall be subject to such nondiscriminatory and
substantially comparable rules, regulations, conditions, rates, fees, rentals, and
other charges with respect to facilities directly and substantially related to
providing air transportation as are applicable to all such air carriers which make
similar use of such airport and utilize similar facilities, subject to reasonable
classifications such as tenants or non-tenants and signatory carriers and non­
signatory carriers. Classification or status as tenant or signatory shall not be
unreasonably withheld by any airport provided an air carrier assumes obligations
substantially similar to those already imposed on air carriers in such classification
or status.

f. It will not exercise or grant any right or privilege which operates to prevent any
person, firm, or corporation operating aircraft on the airport from performing any
services on its own aircraft with its own employees [including, but not limited to
maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to
in this assurance, the services involved will be provided on the same conditions as
would apply to the furnishing of such services by commercial aeronautical service
providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory,
conditions to be met by all users of the airport as may be necessary for the safe
and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical
use of the airport if such action is necessary for the safe operation of the airport or
necessary to serve the civil aviation needs of the public.
23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or
operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
d. in a format and time prescribed by the Secretary, provide to the Secretary and
make available to the public following each of its fiscal years, an annual report
listing in detail:

1) all amounts paid by the airport to any other unit of government and the
purposes for which each such payment was made; and

2) all services and property provided by the airport to other units of government
and the amount of compensation received for provision of each such service
and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal
financial assistance and all those usable for landing and takeoff of aircraft to the
United States for use by Government aircraft in common with other aircraft at all
times without charge, except, if the use by Government aircraft is substantial, charge
may be made for a reasonable share, proportional to such use, for the cost of
operating and maintaining the facilities used. Unless otherwise determined by the
Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use
of an airport by Government aircraft will be considered to exist when operations of
such aircraft are in excess of those which, in the opinion of the Secretary, would
unduly interfere with use of the landing areas by other authorized aircraft, or during
any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land
adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of
Government aircraft is 300 or more, or the gross accumulative weight of
Government aircraft using the airport (the total movement of Government aircraft
multiplied by gross weights of such aircraft) is in excess of five million pounds.


It will furnish without cost to the Federal Government for use in connection with any
air traffic control or air navigation activities, or weather-reporting and communication
activities related to air traffic control, any areas of land or water, or estate therein, or
rights in buildings of the sponsor as the Secretary considers necessary or desirable for
construction, operation, and maintenance at Federal expense of space or facilities for
such purposes. Such areas or any portion thereof will be made available as provided
herein within four months after receipt of a written request from the Secretary.


a. It will keep up to date at all times an airport layout plan of the airport showing

1) boundaries of the airport and all proposed additions thereto, together with the
boundaries of all offsite areas owned or controlled by the sponsor for airport
purposes and proposed additions thereto;

2) the location and nature of all existing and proposed airport facilities and
structures (such as runways, taxiways, aprons, terminal buildings, hangars and
roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport’s property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary’s design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR §21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor’s program or activities, these requirements extend to all of the sponsor’s programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.
The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The [Name of Sponsor], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."


1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a
covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.


a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another
eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.


It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 07/01/2019 (the latest approved version as of this grant offer) and included in this grant, and in accordance
with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.
   a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
   b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
   c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.


The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor’s DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner’s expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

1) Describes the requests;
2) Provides an explanation as to why the requests could not be accommodated; and
3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.
STANDARD DOT TITLE VI ASSURANCES

Grand County, Utah (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
   (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
   (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
   (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   (b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.
8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED ________________

Evan Clapper
Chair

(Sponsor)

(Signature of Authorized Official)
ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS

AIRPORT: Canyonlands Field

LOCATION: Grand County, Utah

AIP PROJECT NO.: 3-49-0020-032-2019

STATEMENTS APPLICABLE TO THIS PROJECT

☒ a. INTEREST OF NEIGHBORING COMMUNITIES: In formulating this project, consideration has been given to the interest of communities that are near Canyonlands Field.

☒ b. THE DEVELOPMENT PROPOSED IN THIS PROJECT will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.

☒ c. FBO COORDINATION: The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing Canyonlands Field, and they have been informed regarding the scope and nature of this project.

☒ d. THE PROPOSED PROJECT IS CONSISTENT with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: Evan Clapper DATE: 7/21/19

TITLE: County Council Chair

SPONSORING AGENCY: Grand County, Utah

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;

b. The nature and basis of opposition;

c. Sponsor's plan to accommodate or otherwise satisfy the opposition;

d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.

e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;

f. Sponsor's plans, if any, to minimize any adverse effects of the project;

g. Benefits to be gained by the proposed development; and

h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed ____________________________ Date ____________
Sponsor's Authorized Representative

Title ______________________________
County Council Chair
# TITLE VI PRE-AWARD SPONSOR CHECKLIST

**Airport/Sponsor:**  
Canyonlands Field,  
Grand County, Utah

**AIP #:** 3-49-0020-032-2019

**Project Description(s):** Reconstruct Taxiway A

1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.

   - [ ] None

2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.

   - [ ] None (If "None", continue with questions 3 and 4).

3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.

   - [ ] None

4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.

   - [ ] None

   **To be completed by the Civil Rights Staff**

   **Review completed and approved:** [Signature]  
   **Date:** 7/2/17

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009
FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement
A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.
Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: Grand County, Utah
Airport: Canyonlands Field
Project Number: 3-49-0020-032-2019
Description of Work: Reconstruct Taxiway A

Application
Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,
b) Any member of his immediate family,
c) His or her partner, or
d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements
1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

☐ Yes  ☐ No
2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☐ Yes  ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☐ Yes  ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 2 day of July, 2019.

Name of Sponsor: Grand County, Utah

Name of Sponsor's Authorized Official: Evan Clapper

Title of Sponsor's Authorized Official: County Council Chair

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.
U.S. Department of Transportation
Federal Aviation Administration

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.
Drug-Free Workplace

Airport Improvement Program Sponsor Certification

Sponsor: Grand County
Airport: Canyonlands Field
Project Number: 3-49-0020-032-2019
Description of Work: Reconstruct Taxiway A

Application
49 USC § 47105 (d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).
   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The sponsor's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
   ☒ Yes ☐ No ☐ N/A
3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☐ Yes  ☐ No  ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition of employment under the grant (2 CFR § 182.205(c)), the employee will:

a. Abide by the terms of the statement; and

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☐ Yes  ☐ No  ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☐ Yes  ☐ No  ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☐ Yes  ☐ No  ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☐ Yes  ☐ No  ☐ N/A

**Site(s) of performance of work** (2 CFR § 182.230):

**Location 1**
Name of Location: Canyonlands Field
Address: 110 W. Aviation Way, Moab, Utah

**Location 2** (if applicable)
Name of Location:
Address:

**Location 3** (if applicable)
Name of Location:
Address:
Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 2 day of July 2019.

Name of Sponsor: Grand County

Name of Sponsor's Authorized Official: Evan Clapper

Title of Sponsor's Authorized Official: County Council Chair

Signature of Sponsor's Authorized Official: [Signature]

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.
FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.
Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: Grand County

Airport: Canyonands Field

Project Number: 3-49-0020-032-2019

Description of Work: Reconstruct Taxiway A

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
   - [x] Yes  [ ] No  [ ] N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
   - [x] Yes  [ ] No  [ ] N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
   - [x] Yes  [ ] No  [ ] N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
   ☒ Yes  ☐ No  ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:
   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
   ☒ Yes  ☐ No  ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
   ☒ Yes  ☐ No  ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
   ☒ Yes  ☐ No  ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
   ☒ Yes  ☐ No  ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
   ☒ Yes  ☐ No  ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
    ☒ Yes  ☐ No  ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
    ☒ Yes  ☐ No  ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
    ☒ Yes  ☐ No  ☐ N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
   a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
   b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
   c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place (2 CFR §200.318(j)).

☐ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 2 day of July 2019.

Name of Sponsor: Grand County

Name of Sponsor’s Authorized Official: Evan Clapper

Title of Sponsor’s Authorized Official: County Council Chair

Signature of Sponsor’s Authorized Official: ___________________________

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.
FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

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Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: Grand County
Airport: Canyonlands Field
Project Number: 3-49-0020-032-2019
Description of Work: Reconstruct Taxiway A

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
   ☑ Yes  ☐ No  ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
   ☑ Yes  ☐ No  ☐ N/A
3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes  ☐ No  ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes  ☐ No  ☐ N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes  ☐ No  ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes  ☐ No  ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes  ☐ No  ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes  ☐ No  ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☒ Yes  ☐ No  ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes  ☐ No  ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☐ Yes  ☐ No  ☒ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes  ☐ No  ☐ N/A
b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes  ☐ No  ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes  ☐ No  ☒ N/A

13. For construction activities within or near aircraft operational areas (AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes  ☐ No  ☒ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes  ☐ No  ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 7 day of July 2019.

Name of Sponsor: Grand County

Name of Sponsor's Authorized Official: Evan Clapper

Title of Sponsor's Authorized Official: County Council Chair

Signature of Sponsor's Authorized Official: [Signature]

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.
Paperwork Reduction Act Burden Statement

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Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: Grand County
Airport: Canyonlands Field
Project Number: 3-42-0020-032-2019
Description of Work: Reconstruct Taxiway A

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   Yes ☐ No ☐ N/A
2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

☐ Yes  ☐ No  ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

☐ Yes  ☐ No  ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

☐ Yes  ☐ No  ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)) were or will be:
   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
   c. Publicly opened at a time and place prescribed in the invitation for bids; and
   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

☐ Yes  ☐ No  ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
   b. Plan for publicizing and soliciting an adequate number of qualified sources; and
   c. Listing of evaluation factors along with relative importance of the factors.

☐ Yes  ☐ No  ☐ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

☐ Yes  ☐ No  ☐ N/A
8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
   a. Only one qualified person/firm submits a responsive bid;
   b. Award is to be made to other than the lowest responsible bidder; and
   c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☐ Yes  ☐ No  ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:
   a. Access to Records (§ 200.336)
   b. Buy American Preferences (Title 49 U.S.C. § 50101)
   c. Civil Rights - General Provisions and Title VI Assurances (41 CFR part 60)
   e. Occupational Safety and Health Act requirements (20 CFR part 1920)
   f. Seismic Safety - building construction (49 CFR part 41)
   g. State Energy Conservation Requirements - as applicable (2 CFR part 200, Appendix II)
   h. U.S. Trade Restriction (49 CFR part 30)
   i. Veterans Preference (49 USC§ 47112(c))

☐ Yes  ☐ No  ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:
    a. Davis-Bacon and Related Acts (29 CFR part 5)
    b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

☐ Yes  ☐ No  ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☐ Yes  ☐ No  ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:
    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☐ Yes  ☐ No  ☐ N/A
13. All contracts and subcontracts exceeding $25,000: Measures are in place or will be in place (e.g., checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

[ ] Yes  [ ] No  [ ] N/A

14. Contracts exceeding the simplified acquisition threshold (currently $250,000) include or will include provisions, as applicable, that address the following:

a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738).

[ ] Yes  [ ] No  [ ] N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this [ ] day of [ ] , 20[ ]

Name of Sponsor: Grand County

Name of Sponsor’s Authorized Official: Evan Clapper

Title of Sponsor’s Authorized Official: County Council Chair

Signature of Sponsor’s Authorized Official: _______________________

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.
FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

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Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: Grand County
Airport: Canyonlands Field
Project Number: 3-49-0020-032-2019
Description of Work: Reconstruct Taxiway A

Application
49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements
Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
   - Yes [X] No [ ] N/A [ ]

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).
   - Yes [X] No [ ] N/A [ ]

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
   - Yes [X] No [ ] N/A [ ]
4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
   - Yes [x]  No  N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
   - Yes [x]  No  N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
   - Yes [x]  No  N/A
   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
   - Yes [x]  No  N/A
   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
   - Yes [x]  No  N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
   - Yes [x]  No  N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
   - Yes [x]  No  N/A
   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
   - Yes [x]  No  N/A
   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
   - Yes [x]  No  N/A
   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
   - Yes [x]  No  N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
   - Yes [x]  No  N/A
   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
   - Yes [x]  No  N/A
   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
   - Yes [x]  No  N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
    - Yes [x]  No  N/A
11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes  ☐ No  ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:
   a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
   b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
   c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes  ☐ No  ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes  ☐ No  ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 2 day of July, 2019.

Name of Sponsor: Grand County

Name of Sponsor’s Authorized Official: Evan Clapper

Title of Sponsor’s Authorized Official: County Council Chair

Signature of Sponsor’s Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.
FAA Form 5100-133, Real Property Acquisition – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.
Real Property Acquisition

Airport Improvement Program Sponsor Certification

Sponsor: Grand County
Airport: Canyonlands Field
Project Number: 3-49-0020-032-2019
Description of Work: Reconstruct Taxiway A

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor’s attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
   ✔ Yes ☐ No ☐ N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor’s intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
   ✔ Yes ☐ No ☐ N/A

3. If property for airport development is or will be leased, the following conditions have been met:
   a. The term is for 20 years or the useful life of the project;
   b. The lessor is a public agency; and
   c. The lease contains no provisions that prevent full compliance with the grant agreement.
   ☐ Yes ☐ No ✔ N/A
4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

☑ Yes  ☐ No  ☐ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

☐ Yes  ☐ No  ☐ N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:

   a. The right of flight;
   b. The right of ingress and egress to remove obstructions; and
   c. The right to restrict the establishment of future obstructions.

☐ Yes  ☐ No  ☐ N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

   a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
   b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

☐ Yes  ☐ No  ☐ N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

☐ Yes  ☐ No  ☐ N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

☐ Yes  ☐ No  ☐ N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

    a. No coercive action to induce agreement; and
    b. Supporting documents for settlements included in the project files.

☐ Yes  ☐ No  ☐ N/A
11. If a negotiated settlement is not reached, the following procedures were or will be used:
   a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
   b. Supporting documents for awards included in the project files.

   □ Yes  □ No  ✕ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

   □ Yes  □ No  ✕ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

   □ Yes  □ No  ✕ N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor’s Certification**

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 2 day of July 2012.

Name of Sponsor: Grand County

Name of Sponsor’s Authorized Official: Evan Clapper

Title of Sponsor’s Authorized Official: County Council Chair

Signature of Sponsor’s Designated Official Representative: [Signature]

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION
Grand County

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
Prefix: Mr.  First Name:  Evan  Middle Name:  
Last Name:  Clapper  Suffix:  
Title:  County Council Chair

* SIGNATURE:  
* DATE:  7/2/19
Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/20/2018

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars
http://www.faa.gov/regulations_policies/advisory_circulars/

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>70/7460-1L</td>
<td>Obstruction Marking and Lighting</td>
</tr>
<tr>
<td>Change 1</td>
<td></td>
</tr>
<tr>
<td>150/5020-1</td>
<td>Noise Control and Compatibility Planning for Airports</td>
</tr>
<tr>
<td>150/5070-6B</td>
<td>Airport Master Plans</td>
</tr>
<tr>
<td>Changes 1 -2</td>
<td></td>
</tr>
<tr>
<td>150/5070-7</td>
<td>The Airport System Planning Process</td>
</tr>
<tr>
<td>Change 1</td>
<td></td>
</tr>
<tr>
<td>150/5100-13B</td>
<td>Development of State Standards for Nonprimary Airports</td>
</tr>
<tr>
<td>150/5200-28F</td>
<td>Notices to Airmen (NOTAMs) for Airport Operators</td>
</tr>
<tr>
<td>150/5200-30D</td>
<td>Airport Field Condition Assessments and Winter Operations Safety</td>
</tr>
<tr>
<td>Change 1</td>
<td></td>
</tr>
<tr>
<td>150/5200-31C</td>
<td>Airport Emergency Plan</td>
</tr>
<tr>
<td>Changes 1 -2</td>
<td></td>
</tr>
<tr>
<td>150/5210-5D</td>
<td>Painting, Marking, and Lighting of Vehicles Used on an Airport</td>
</tr>
<tr>
<td>150/5210-7D</td>
<td>Aircraft Rescue and Fire Fighting Communications</td>
</tr>
<tr>
<td>150/5210-13C</td>
<td>Airport Water Rescue Plans and Equipment</td>
</tr>
<tr>
<td>150/5210-14B</td>
<td>Aircraft Rescue Fire Fighting Equipment, Tools and Clothing</td>
</tr>
<tr>
<td>150/5210-15A</td>
<td>Aircraft Rescue and Firefighting Station Building Design</td>
</tr>
<tr>
<td>150/5210-18A</td>
<td>Systems for Interactive Training of Airport Personnel</td>
</tr>
<tr>
<td>NUMBER</td>
<td>TITLE</td>
</tr>
<tr>
<td>-------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>150/5210-19A</td>
<td>Driver's Enhanced Vision System (DEVs)</td>
</tr>
<tr>
<td>150/5220-10E</td>
<td>Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles</td>
</tr>
<tr>
<td>150/5220-16E</td>
<td>Automated Weather Observing Systems (AWOS) for Non-Federal Applications</td>
</tr>
<tr>
<td>150/5220-17B</td>
<td>Aircraft Rescue and Fire Fighting (ARFF) Training Facilities</td>
</tr>
<tr>
<td>150/5220-18A</td>
<td>Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials</td>
</tr>
<tr>
<td>150/5220-20A</td>
<td>Airport Snow and Ice Control Equipment</td>
</tr>
<tr>
<td>150/5220-21C</td>
<td>Aircraft Boarding Equipment</td>
</tr>
<tr>
<td>150/5220-22B</td>
<td>Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns</td>
</tr>
<tr>
<td>150/5220-23</td>
<td>Frangible Connections</td>
</tr>
<tr>
<td>150/5220-24</td>
<td>Foreign Object Debris Detection Equipment</td>
</tr>
<tr>
<td>150/5220-25</td>
<td>Airport Avian Radar Systems</td>
</tr>
<tr>
<td>150/5220-26, Changes 1 - 2</td>
<td>Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment</td>
</tr>
<tr>
<td>150/5300-7B</td>
<td>FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes</td>
</tr>
<tr>
<td>150/5300-13A, Change 1</td>
<td>Airport Design</td>
</tr>
<tr>
<td>150/5300-14C</td>
<td>Design of Aircraft Deicing Facilities</td>
</tr>
<tr>
<td>150/5300-16A</td>
<td>General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey</td>
</tr>
<tr>
<td>150/5300-17C Change 1</td>
<td>Standards for Using Remote Sensing Technologies in Airport Surveys</td>
</tr>
<tr>
<td>150/5300-18B Change 1</td>
<td>General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards</td>
</tr>
<tr>
<td>150/5320-5D</td>
<td>Airport Drainage Design</td>
</tr>
<tr>
<td>150/5320-6F</td>
<td>Airport Pavement Design and Evaluation</td>
</tr>
<tr>
<td>NUMBER</td>
<td>TITLE</td>
</tr>
<tr>
<td>-----------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>150/5320-12C, Changes 1 - 8</td>
<td>Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces</td>
</tr>
<tr>
<td>150/5320-15A</td>
<td>Management of Airport Industrial Waste</td>
</tr>
<tr>
<td>150/5325-4B</td>
<td>Runway Length Requirements for Airport Design</td>
</tr>
<tr>
<td>150/5335-5C</td>
<td>Standardized Method of Reporting Airport Pavement Strength - PCN</td>
</tr>
<tr>
<td>150/5340-1L</td>
<td>Standards for Airport Markings</td>
</tr>
<tr>
<td>150/5340-5D</td>
<td>Segmented Circle Airport Marker System</td>
</tr>
<tr>
<td>150/5340-18F</td>
<td>Standards for Airport Sign Systems</td>
</tr>
<tr>
<td>150/5340-26C</td>
<td>Maintenance of Airport Visual Aid Facilities</td>
</tr>
<tr>
<td>150/5340-30J</td>
<td>Design and Installation Details for Airport Visual Aids</td>
</tr>
<tr>
<td>150/5345-3G</td>
<td>Specification for L-821, Panels for the Control of Airport Lighting</td>
</tr>
<tr>
<td>150/5345-5B</td>
<td>Circuit Selector Switch</td>
</tr>
<tr>
<td>150/5345-7F</td>
<td>Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits</td>
</tr>
<tr>
<td>150/5345-10H</td>
<td>Specification for Constant Current Regulators and Regulator Monitors</td>
</tr>
<tr>
<td>150/5345-12F</td>
<td>Specification for Airport and Heliport Beacons</td>
</tr>
<tr>
<td>150/5345-13B</td>
<td>Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits</td>
</tr>
<tr>
<td>150/5345-26D</td>
<td>FAA Specification For L-823 Plug and Receptacle, Cable Connectors</td>
</tr>
<tr>
<td>150/5345-27E</td>
<td>Specification for Wind Cone Assemblies</td>
</tr>
<tr>
<td>150/5345-28G</td>
<td>Precision Approach Path Indicator (PAPI) Systems</td>
</tr>
<tr>
<td>150/5345-39D</td>
<td>Specification for L-853, Runway and Taxiway Retroreflective Markers</td>
</tr>
<tr>
<td>150/5345-42H</td>
<td>Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories</td>
</tr>
<tr>
<td>150/5345-43H</td>
<td>Specification for Obstruction Lighting Equipment</td>
</tr>
<tr>
<td>150/5345-44K</td>
<td>Specification for Runway and Taxiway Signs</td>
</tr>
<tr>
<td>150/5345-45C</td>
<td>Low-Impact Resistant (LIR) Structures</td>
</tr>
<tr>
<td>150/5345-46E</td>
<td>Specification for Runway and Taxiway Light Fixtures</td>
</tr>
<tr>
<td>NUMBER</td>
<td>TITLE</td>
</tr>
<tr>
<td>-------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>150/5345-47C</td>
<td>Specification for Series to Series Isolation Transformers for Airport Lighting Systems</td>
</tr>
<tr>
<td>150/5345-49D</td>
<td>Specification L-854, Radio Control Equipment</td>
</tr>
<tr>
<td>150/5345-50B</td>
<td>Specification for Portable Runway and Taxiway Lights</td>
</tr>
<tr>
<td>150/5345-51B</td>
<td>Specification for Discharge-Type Flashing Light Equipment</td>
</tr>
<tr>
<td>150/5345-52A</td>
<td>Generic Visual Glideslope Indicators (GVGI)</td>
</tr>
<tr>
<td>150/5345-53D</td>
<td>Airport Lighting Equipment Certification Program</td>
</tr>
<tr>
<td>150/5345-54B</td>
<td>Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems</td>
</tr>
<tr>
<td>150/5345-55A</td>
<td>Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure</td>
</tr>
<tr>
<td>150/5345-56B</td>
<td>Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)</td>
</tr>
<tr>
<td>150/5360-12F</td>
<td>Airport Signing and Graphics</td>
</tr>
<tr>
<td>150/5360-13</td>
<td>Planning and Design Guidelines for Airport Terminal Facilities</td>
</tr>
<tr>
<td>Change 1</td>
<td></td>
</tr>
<tr>
<td>150/5360-14A</td>
<td>Access to Airports By Individuals With Disabilities</td>
</tr>
<tr>
<td>150/5370-2G</td>
<td>Operational Safety on Airports During Construction</td>
</tr>
<tr>
<td>150/5370-10G</td>
<td>Standards for Specifying Construction of Airports</td>
</tr>
<tr>
<td>150/5370-11B</td>
<td>Use of Nondestructive Testing in the Evaluation of Airport Pavements</td>
</tr>
<tr>
<td>150/5370-13A</td>
<td>Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt</td>
</tr>
<tr>
<td>150/5370-15B</td>
<td>Airside Applications for Artificial Turf</td>
</tr>
<tr>
<td>150/5370-16</td>
<td>Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements</td>
</tr>
<tr>
<td>150/5370-17</td>
<td>Airside Use of Heated Pavement Systems</td>
</tr>
<tr>
<td>150/5390-2C</td>
<td>Heliport Design</td>
</tr>
<tr>
<td>150/5395-1A</td>
<td>Seaplane Bases</td>
</tr>
</tbody>
</table>
THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY
Updated: 1/29/2018

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>150/5100-14E,</td>
<td>Architectural, Engineering, and Planning Consultant Services for</td>
</tr>
<tr>
<td>Change 1</td>
<td>Airport Grant Projects</td>
</tr>
<tr>
<td>150/5100-17,</td>
<td>Land Acquisition and Relocation Assistance for Airport Improvement</td>
</tr>
<tr>
<td>Changes 1 - 7</td>
<td>Program Assisted Projects</td>
</tr>
<tr>
<td>150/5300-15A</td>
<td>Use of Value Engineering for Engineering and Design of Airport Grant</td>
</tr>
<tr>
<td></td>
<td>Projects</td>
</tr>
<tr>
<td>150/5320-17A</td>
<td>Airfield Pavement Surface Evaluation and Rating Manuals</td>
</tr>
<tr>
<td>150/5370-12B</td>
<td>Quality Management for Federally Funded Airport Construction Projects</td>
</tr>
<tr>
<td>150/5380-6C</td>
<td>Guidelines and Procedures for Maintenance of Airport Pavements</td>
</tr>
<tr>
<td>150/5380-7B</td>
<td>Airport Pavement Management Program</td>
</tr>
<tr>
<td>150/5380-9</td>
<td>Guidelines and Procedures for Measuring Airfield Pavement Roughness</td>
</tr>
</tbody>
</table>
Reporting of Total Compensation of Subrecipient Executives

Federal Funding Accountability and Transparency Act of 2006 requires you to report the names and total compensation of your entity’s five most highly compensated executives if other requirements are not met.

Please complete the following. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) receive:
(1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and
(2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES: Continue below  NO: Signature: ___________________________ Date: 07/09/2019  
Print name: Chris Baird, Grand County Clerk/Auditor

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO: Continue below  YES: Signature: ___________________________ Date: ____________  
Print name: ___________________________

Provide the names and total compensation of an entity’s (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) five most highly compensated executives for the entity’s preceding fiscal year:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position Title</th>
<th>Total Compensation*</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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</tbody>
</table>

Signature: ___________________________ Date: ____________  
Print name: ___________________________

*Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
1) Salary and bonus.
2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
5) Above-market earnings on deferred compensation which is not tax-qualified.
6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.
Match Certification

Per OMB Circular A-110 Subpart C, Section 23, cost sharing and matching shall be accepted from the applying jurisdiction by submitting a signed Match Certification Form and by meeting all of the following criteria:

1. Verifiable from the sub-recipient's records
2. Are not included as a match for another federal grant program
3. Are necessary and reasonable for accomplishment of program objectives
4. Are allowable under applicable cost principles
5. Are not paid by another federal award
6. Are provided for in the approved budget by FEMA

I, Chris Baird, Financial Officer for Grand County, UTAH, certify that our jurisdiction will meet the 50/50 match requirement as defined in the 2016 Notice of Funding Opportunity and in following OMB Circular A-110 Subpart C, Section 23.

Authorized Signature: [Signature]
Date: 07/09/2019
Financial Officer: Chris Baird, Grand County Clerk/Auditor
Date: 07/09/2019

*The grant is awarded on a 50/50 match basis. This means that the jurisdiction is required to contribute the same amount of hard (Cash) or in-kind (Services) match to the amount of the funding received from DEM.
## County Formula

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<td>82%</td>
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<td>$ Per Capita:</td>
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<td>Daggett County</td>
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<td>Salt Lake County</td>
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<td>Weber County</td>
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Community Wildfire Preparedness Plan
For the Wildland – Urban Interface
Grand County Service Area for Castle Valley Fire Protection
(Castle Valley Fire District)
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### Declaration and Concurrence Page

This list needs to be customized to the individual plan. Provide the names and affiliations of all cooperators. This page will then be signed after all cooperators have reviewed the plan and concur with its contents.

<table>
<thead>
<tr>
<th>Name</th>
<th>Affiliation</th>
</tr>
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<tbody>
<tr>
<td>Bob Lippman</td>
<td>Firefighter, Community Member/Homeowner</td>
</tr>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Ron Mengel</td>
<td>Firefighter, Community Member/Homeowner</td>
</tr>
<tr>
<td>Name</td>
<td></td>
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<tr>
<td>Signature</td>
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<tr>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Leta Vaughn</td>
<td>Fire Commission, Firefighter, Community Member/Homeowner</td>
</tr>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td></td>
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<tr>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Ron Drake</td>
<td>Castle Valley Fire Chief, homeowner, media representative</td>
</tr>
<tr>
<td></td>
<td>(Times Independent)</td>
</tr>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
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<tr>
<td>Date</td>
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</tr>
<tr>
<td>Jazmine Duncan</td>
<td>Mayor of The Town of Castle Valley, Firefighter, Homeowner</td>
</tr>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td></td>
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<tr>
<td>Date</td>
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</tr>
<tr>
<td>NAME</td>
<td>AFFILIATION</td>
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<tr>
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<tr>
<td>Rick Bailey</td>
<td>Grand County Emergency Manager</td>
</tr>
<tr>
<td>SIGNATURE</td>
<td>DATE</td>
</tr>
<tr>
<td>Greg Halliday</td>
<td>Grand County Council Member, Firefighter, Homeowner</td>
</tr>
<tr>
<td>NAME</td>
<td>AFFILIATION</td>
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<tr>
<td>Bruce Jenkins</td>
<td>State Fire Warden</td>
</tr>
<tr>
<td>NAME</td>
<td>AFFILIATION</td>
</tr>
<tr>
<td>SIGNATURE</td>
<td>DATE</td>
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<tr>
<td>Jason Johnson</td>
<td>FFSL</td>
</tr>
<tr>
<td>NAME</td>
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</tr>
<tr>
<td>SIGNATURE</td>
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<tr>
<td>Steve White</td>
<td>Grand County Sheriff</td>
</tr>
<tr>
<td>NAME</td>
<td>AFFILIATION</td>
</tr>
<tr>
<td>SIGNATURE</td>
<td>DATE</td>
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</tbody>
</table>
INTRODUCTION

Over 600 of Utah’s communities have been classified as “at risk” of wildfire. The safety of the citizens of any community and the protection of private property and community infrastructure is a shared responsibility between the citizens; the owner, developer or association; and the local, county, state and federal governments. The primary responsibility, however, remains with the local government and the citizen/owner.

The purpose of wildfire preparedness planning is to...
- Motivate and empower local government, communities, and property owners to organize, plan, and take action on issues impacting the safety and resilience of values at risk
- Enhance levels of fire resilience and protection to the communities and infrastructure
- Identify the threat of wildland fires in the area
- Identify strategies to reduce the risks to structures, infrastructure and commerce in the community during a wildfire
- Identify wildfire hazards, education, and mitigation actions needed to reduce risk
- Transfer practical knowledge through collaboration between stakeholders toward common goals and objectives

Outcomes of wildfire preparedness planning...
- Facilitate organization of sustainable efforts to guide planning and implementation of actions:
  1. Fire adapted communities  2. Resilient landscapes  3. Safe and effective fire response
- Improve community safety through:
  ✓ Coordination and collaboration ✓ Firefighter training ✓ Fire prevention
  ✓ Public awareness and education ✓ Fuel modification ✓ Development of long-term strategies
  ✓ Improved fire response capabilities

RESOURCES

For resources to complete a wildfire preparedness plan for your community, consider organizations such as the following:

✓ Local / Primary fire protection provider  ✓ Local emergency management services
✓ Local Resource, Conservation and Development Districts ✓ USDA Forest Service
✓ Utah Division of Forestry, Fire and State Lands ✓ U.S. Department of Interior Agencies
✓ Utah State Fire Marshal (Dept. of Public Safety) ✓ Utah Resource Conservation Districts
✓ Utah Division of Emergency Management ✓ Utah Soil Conservation Districts
✓ Utah Living With Fire
STATEMENT OF LIABILITY

The activities suggested by this template, associated checklist and guidance document, the assessments and recommendations of fire officials, and the plans and projects outlined by the community wildfire council, are made in good faith according to information available at this time. The Utah Division of Forestry, Fire and State Lands assumes no liability and makes no guarantees regarding the level of success users of this plan will experience. Wildfire still occurs, despite efforts to prevent it or contain it; the intention of all decisions and actions made under this plan is to reduce the potential for, and the consequences of, wildfire.

This document provides the outline for and specifies the information recommended for inclusion in a wildfire preparedness plan. Completed Community Wildfire Preparedness Plans should be submitted to the local Area Manager or Fire Management Officer with the Utah Division of Forestry, Fire and State Lands for final concurrence.

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Planning Overview

Briefly describe the overall planning process that took place to complete this plan. Be sure to include a timeline of the events/meetings, the organizations and partners that participated, a description of why this planning process was initiated, and the overall intended outcome of the process, and how outcomes were accomplished. This is much like the information described above (purpose and outcome) but tailored to your community. If desired, please acknowledge any individuals or organizations that were essential to accomplishing the final plan.

The Community Fire Plan for Castle Valley was developed by the district Fire Commission over a 17 year period beginning in 2002, with significant and valuable assistance from Firewise USA, the Utah Dept. of Natural Resources (Div. of Forestry, Fire and State Lands, WUI Coordinator), and the Grand County Fire Warden. Many individuals, stakeholders and agencies were involved, and Fire Commissioners charged with development and oversight over the tenure of the CWPP included Ron Mengel, Bob Lippman, and Leta Vaughn. Other agencies consulted and represented included the U.S. Forest Service, U.S. Bureau of Land Management, Utah School Institutional Trust Lands Administration, Grand County Sheriff’s Office and Emergency Manager, Grand County Weed Supervisor, Town of Castle Valley, and Castle Valley Volunteer Fire Department.

The focus, goals and objectives of the planning process have included community wildfire education and resources, identification and marshaling of community resources, assistance to property owners in creating defensible space, interagency cooperation to create a community protection zone and shaded fuel break, cooperative efforts to implement fuels reduction projects that are also sensitive to ecological considerations and watershed protection, restoration of burned and impacted areas, community emergency planning, and support for development of the Castle Valley Volunteer Fire Department.
PARTNERSHIPS AND COLLABORATION

Briefly describe surrounding lands and the partners involved in coordinating the fuels treatments identified in the CWPP. This section can be added to as new projects and partners are developed. Community buy-in and desires to support and move these projects forward is critical to overall success.

The Grand County Service Area for Castle Valley Fire Protection is located at the foot of the La Sal Mountains, 17 miles east of the City of Moab. The area includes most of the physiographic landform of Castle Valley, the incorporated town of Castle Valley, and area within the Colorado River corridor. The fire district includes lands administered by the BLM, US Forest Service, State of Utah School Trust (SITLA), private landowners and a non-profit land trust (Utah Open Lands). Castle Valley, at 4400 ft to 6000 ft. elevation, is high desert with typical desert vegetation consisting of sagebrush, rabbit brush, black brush, pinion pine and juniper trees, cottonwoods, and various cultivated trees and shrubs. Invasive fuels such as cheatgrass, tamarisk, Russian olive, and Russian thistle are present in most areas of the district. The valley is narrow and deep, being approximately twelve miles long and one and one half miles wide, and is drained by Castle Creek (and its intermittent tributaries) and Placer Creek (intermittent). The west edge of the valley is extremely steep-sloped, abutting the 2000 foot escarpment of Porcupine Rim. The head or south end of the Valley is defined by heavy fuel loading, increasing slope and no natural or man-made fire breaks. The east edge of the valley is bounded by cliffs, and also traversed by the Castleton/LaSal Mt. Loop Road which handles significant tourist and recreational traffic. The foot or north end of the valley is bounded by cliffs, and defined as the green belt due to the dense vegetation growth adjacent to Castle Creek and around several natural water sources.

Homes in the valley are very diverse in setting, value, and architecture. The Castle Valley River Ranchos subdivided area of the fire district was originally platted with approximately 443 five-acre lots, zoned for single family residences. These lots are not built out as of this writing. Lots on which homes have been built, frequently have multiple structures and generally lack defensible space. Access to homes is often difficult due to narrow gravel and dirt roads, cross-road drainages prone to intermittent flooding, steep grades and limited or tight cul-de-sacs the ends of most roads. These conditions can create challenges for fire fighting equipment to access properties safely. The singular and steep public road ingress/egress to and from Castle Valley also presents a potential challenge to access, emergency services, public safety, and evacuation. The community is also challenged by the historic, non-topographic layout of lots, the unpaved roads that access the lots, steep western slopes, and significant drainage and flooding issues. The town does not provide municipal water or a water supply for fire protection; however, the fire district owns and maintains a well, and has access to other water sources.

Red Cliffs Lodge, Sorrel River Ranch are two commercial entities that reside within the Fire District. Both provide overnight lodging and food for visiting tourists. Red Cliffs Lodge has it’s own water hydrant system which the Castle Valley Fire Department will use for fighting fires within the ranch boundaries. Sorrel River Ranch has two large water tanks that hold 25,000 gallons of water. These are connected to hydrant system at the resort across the highway. They have hydrants located all over the farm, especially near the housing that could be used for fire suppression. The CVFD carry cam lock adapters that transitions to our couplings in some of the engines. I think they irrigate their fields from pumps located in the river.
Castleton and Willow Basin residential communities are located up Castle Creek drainage, in the south end of the valley. Castleton sits at 5,800ft elevation and Willow Basin sits at 8,500ft respectively. There are approximately 35 homes, the majority being vacation cabins. The Castleton and Willow Basin residential areas are bordered by BLM and USFS lands. Willow Basin completed a Community Wildfire Protection Plan in February 2010, which outlines the challenges and needs of the community. The vegetation type surrounding these communities include: ponderosa pines, dense oak underbrush, dense pinyon and juniper stands, and mixed mountain shrub communities. Pinyon/juniper, gambel oak and mountain shrub woodlands have proven susceptible to fast moving and intense fire due to live fuel layers (gambel oak and other shrub species) that have increased with lack of natural fire activity. The access routes are narrow and over grown by very flammable vegetation, which poses a significant risk to the public, residents and firefighters. There are few homes that have defensible space, and the fuel break that was created by the State of Utah is in need of maintenance. The communities of Castleton and Willow Basin have opted not to be annexed by the Castle Valley fire district, but the fire department currently exercises discretionary responses to these areas.

Castle and Placer Creeks have been identified as major recharge sources for the unconsolidated aquifer that provides domestic water, via private wells, to the residents of Castle Valley; the water supply has been officially designated as a Sole Source Aquifer by the US EPA. In 2008, The Porcupine Ranch Fire severely burned 17% of the Placer Creek Watershed (see Castle Valley Watershed map in appendix C). The post-fire effects on the watershed have yet to be realized, however, such an event is known to be detrimental to water quality and quantity. A resulting debris flow did occur the following year, which had significant surface impacts on the community. Currently, the Castle Creek Watershed is also at risk because it shares similar vegetation conditions and types, topography and weather patterns that promoted the Porcupine Ranch Fire into a fast moving, high-intensity fire. The fire district has included the Placer Creek and Castle Creek Watersheds within its CWPP boundary. This has been done primarily for two reasons: (1) firefighter safety (as the Castle Valley VFD is the first to respond to fires in these watershed areas and in the Castleton and Willow Basin residential areas), and (2) watershed health (as Castle Valley has a high, vested interest in these two watersheds by including them in the CWPP, thus allowing funding to become more available for creating defensible space around homes, and to reduce hazardous fuels on the public lands.

Services in the community are extremely limited. The district fire department is a volunteer unit under County authority, and must address both structural and wildland fires, in a wildland-urban interface (WUI). The fire department presently has eight engines (3 structural, 4 wildland, and 1 tender) capable of carrying approximately 8,500 gallons of water to many areas of the valley. These vehicles range from one new (2007) structural engine, to former military vehicles converted to fire service. The fire department has access to several reliable water sources including a well at the centrally located, Fire Station 1, and a hydrant valve on a high-pressure pipeline owned and maintained by the adjacent Daystar Academy. Also a well in close vicinity to Station 2 within the Town. There are no local police or County emergency medical services within the valley and residents must rely on services provided by Grand County, BLM, US Forest Service to obtain assistance. In 2014, an emergency first responder network was developed and activated for Castle Valley, under the authority of Grand County EMS; one ambulance is deployed in Castle Valley and available for first responder use, but patient transport currently is not authorized.
Several projects have been identified by the CWPP planning committee as priorities for the community and the various adjacent land management agencies and entities. These include a maintained, shaded fuel break that follows the existing fence line roads along the south and east boundaries of the Castle Valley River Ranchos development within the Town of Castle Valley, to be coordinated with private landowners along the boundary, for various thinning options. When grant funding allows, hand crews, mechanical treatments and fuels chipping will also be made available to private landowners within the valley for creating and maintaining defensible space. Fuels reduction and thinning options will also be pursued for the Greenbelt area within and adjacent to Castle Creek, in the lower valley. Several lots encompassing the Greenbelt are owned by the Town of Castle Valley.
PART I
COMMUNITY DESCRIPTION

Community Legal Structure
List the government entities associated with the community – city, town, unincorporated community, special service district, homeowner association(s), other.

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<thead>
<tr>
<th>Organization</th>
<th>Contact Person</th>
<th>Phone Number</th>
<th>E-mail</th>
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<tr>
<td>CVFD</td>
<td>Chief Ron Drake</td>
<td>435-259-8588</td>
<td><a href="mailto:rimshadow35@gmail.com">rimshadow35@gmail.com</a>, <a href="mailto:cvfpa@frontiernet.net">cvfpa@frontiernet.net</a></td>
</tr>
<tr>
<td>Bureau of Land Management</td>
<td>Jason Kirks</td>
<td>435-259-2194</td>
<td><a href="mailto:jkirks@blm.gov">jkirks@blm.gov</a></td>
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<tr>
<td>State of Utah, Div. Forestry Fire and State Lands</td>
<td>Ben Huntsman</td>
<td>801-538-5413</td>
<td><a href="mailto:benhuntsman@utah.gov">benhuntsman@utah.gov</a></td>
</tr>
<tr>
<td>Grand County Fire Warden</td>
<td>Bruce Jenkins</td>
<td>435-220-0179</td>
<td><a href="mailto:bjenkins@utah.gov">bjenkins@utah.gov</a></td>
</tr>
<tr>
<td>US Forest Service, Manti-LaSal N.F., Moab Ranger District</td>
<td>Michael Diem</td>
<td>435-259-7155</td>
<td><a href="mailto:mdiem@fs.fed.us">mdiem@fs.fed.us</a></td>
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<tr>
<td>US Forest Service, South Zone AFMO/Fuels</td>
<td>Mark Atwood</td>
<td>435-669-4666</td>
<td><a href="mailto:matwood02@fs.fed.us">matwood02@fs.fed.us</a></td>
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<tr>
<td>SITLA</td>
<td>Brian Torgerson</td>
<td>435-259-7417</td>
<td><a href="mailto:bryantorgerson@utah.gov">bryantorgerson@utah.gov</a></td>
</tr>
<tr>
<td>Grand County Emergency Manager</td>
<td>Rick Bailey</td>
<td>435-259-8115</td>
<td><a href="mailto:rbailey@grandcountysheriff.org">rbailey@grandcountysheriff.org</a></td>
</tr>
<tr>
<td>Grand County Council</td>
<td>Greg Halliday</td>
<td>435-259-4606</td>
<td><a href="mailto:lasalflintlock@yahoo.com">lasalflintlock@yahoo.com</a>, <a href="mailto:council@grandcountyutah.net">council@grandcountyutah.net</a></td>
</tr>
<tr>
<td>Executive Director, Utah Open Lands</td>
<td>Wendy Fisher</td>
<td>801-463-6156</td>
<td><a href="mailto:wendy@utahopenlands.org">wendy@utahopenlands.org</a></td>
</tr>
<tr>
<td>CV firefighter/Fire Commissioner/home owner/CERT representative</td>
<td>Bob Russell</td>
<td>435-259-4561</td>
<td><a href="mailto:bobrussell@castlevalleyfire.org">bobrussell@castlevalleyfire.org</a></td>
</tr>
<tr>
<td>Moab Fire Chief, MFD</td>
<td>TJ Brewer</td>
<td>435-259-5557</td>
<td><a href="mailto:moabfire1@gmail.com">moabfire1@gmail.com</a></td>
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<tr>
<td>Grand County Weed Supervisor</td>
<td>Tim Higgs</td>
<td>435-259-1369</td>
<td><a href="mailto:twhiggs@grandcountyutah.net">twhiggs@grandcountyutah.net</a></td>
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<tr>
<td>Town of Castle Valley Mayor</td>
<td>Jazmine Duncan</td>
<td>435-259-1064</td>
<td><a href="mailto:jazmined@castlevalleyyutah.com">jazmined@castlevalleyyutah.com</a></td>
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<tr>
<td>Plateau Restoration</td>
<td>Tamsin McCormick</td>
<td>435-259-7733</td>
<td><a href="mailto:tamsin@frontiernet.net">tamsin@frontiernet.net</a></td>
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<tr>
<td>Grand County Sheriff</td>
<td>Steve White</td>
<td>435-259-8115</td>
<td><a href="mailto:swhite@grandcountysheriff.org">swhite@grandcountysheriff.org</a></td>
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<tr>
<td>State of Utah, Div. Forestry, Fire and State Lands</td>
<td>Jason Johnson</td>
<td>435-259-3762</td>
<td><a href="mailto:jasonajohnson@utah.gov">jasonajohnson@utah.gov</a></td>
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<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approximate number of homes within TCV</td>
<td>291</td>
</tr>
<tr>
<td>Approximate number of lots within TCV</td>
<td>443</td>
</tr>
<tr>
<td>Approximate number of full-time residents within TCV</td>
<td>319</td>
</tr>
<tr>
<td>Approximated number of part-time residents within TCV</td>
<td>100-500</td>
</tr>
<tr>
<td>All other residents within the fire district</td>
<td>35</td>
</tr>
<tr>
<td>Approximate number of commercial entities within entire fire district</td>
<td>4</td>
</tr>
<tr>
<td>Approximate accommodations at Sorrel River Ranch and Red Cliffs Lodge</td>
<td>632</td>
</tr>
</tbody>
</table>

**Notes/comments:** visitor population is based on people visiting properties/people in the Castle Valley area. Casual tourists passing through the area are not included in the visitor estimate.

### Restricting Covenants, Ordinances, etc. (Attach as appendix)

For example, home association bylaws may have requirements regarding building construction materials or vegetation removal, or regarding access in a gated community.

<table>
<thead>
<tr>
<th>Source</th>
<th>Details</th>
</tr>
</thead>
</table>

*See appendix B*
## Access

### Directions to community

From Moab, Utah, travel north on route 191 to route 128. Turn east (right) on 128 and drive approximately 17 miles to LaSal Mt. Loop Road/Castleton Rd. Turn South (right), onto Castleton (Loop) Road and drive approximately 1.25 miles to Castle Valley Dr.

1. To enter Castle Valley, turn right on Castle Valley Dr., at the mailbox hub, and enter the town of Castle Valley
2. To enter the area referred to as Castleton; continue on the Castleton (Loop) Rd. for approximately 5 miles. Castleton has no formal entrance but is the collection of homes along the Castleton Rd. A turnoff to the Porcupine Ranch area is to the right, at mp 8.1. The Castleton Road continues up the mountain, to Gateway, Colorado. The LaSal Mountain Loop Road turnoff is to the right, at mp 10.4, and continues appr. 41 miles to route 191.

### All-weather access

Rte. 128, Castleton (Loop) Rd. and Castle Valley Drive as well as all roads at Sorrel River Ranch are all paved. All other roads in the TCV, Redcliffs Lodge etc… are dirt or gravel. Access may also be compromised by a steep hill (Pace Hill) between Hwy. 128 and Castle Valley, which is subject to flooding and ice.

### Seasonal access

No restrictions (Note that access may be compromised by seasonal flooding, streambed crossings, mud, snow, ice, rockfalls, and steep slopes, and that certain (rim side) roads within the town of Castle Valley are not maintained/plowed during winter months)

## Roads

<table>
<thead>
<tr>
<th>Reset Option Buttons</th>
<th>None</th>
<th>Some</th>
<th>All</th>
<th>Adequate</th>
<th>Inadequate</th>
<th>% Pavement</th>
<th>% gravel</th>
<th>% dirt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roads within TCV</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td>24</td>
<td>10</td>
<td>66</td>
</tr>
<tr>
<td>Roads within Fire District (including TCV)</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td>55</td>
<td>35</td>
<td>10</td>
</tr>
<tr>
<td>Road signs present</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Will support normal flow of traffic</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are loop roads</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Castle Valley Fire District Wildfire Preparedness Plan 2019

<table>
<thead>
<tr>
<th>Are dead-end roads</th>
<th>☒</th>
<th>X</th>
<th>☒</th>
<th>☒</th>
<th>☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>Turnaround space available at end of road for emergency equipment (based on turning radius listed in the guidance document)</td>
<td>☒</td>
<td>X</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
</tbody>
</table>

Notes/comments:
1. Most will support 40,000# of traffic.
2. Most (95%) roads branch off of Castle Valley Dr. and dead end. There is generally insufficient turn-around space for heavy equipment at the ends of these roads (based on turning radius listed above). The roads that branch west (towards Porcupine Rim) are often steep and difficult to access with emergency equipment, especially in winter as roads within a designated rim zone are unmaintained/unplowed during winter (see Appendix C).
3. The Town of Castle Valley is currently installing 45' radius cul-de-sacs at ends of side roads at a rate of 2 per year.

<table>
<thead>
<tr>
<th>Driveways</th>
<th>Reset Option Buttons</th>
<th>Adequate</th>
<th>Inadequate</th>
<th>No</th>
<th>Few</th>
<th>Most</th>
<th>All</th>
</tr>
</thead>
<tbody>
<tr>
<td>Most driveways width and height clearance, road grades and vegetation appearance are…</td>
<td>X</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Individual homeowners have posted their name and address</td>
<td>X</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
<td></td>
</tr>
</tbody>
</table>

Notes/comments:
1. The width, height clearance, road grade and vegetation appearance for most driveways are generally adequate for emergency equipment, although some lots on steep grades (west rim area) or within drainage areas present compromised access for large equipment.
2. Homeowners have been encouraged to post their name and lot numbers on their driveways, but compliance is incomplete.
## Structures

<table>
<thead>
<tr>
<th>Reset Option Buttons</th>
<th>None</th>
<th>Few</th>
<th>Some</th>
<th>Many</th>
<th>Most</th>
<th>All</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wood frame construction</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>Have wood decks or porches</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>Have wood, shake or shingle roofs</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Are visible from the main subdivision road</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☒</td>
</tr>
</tbody>
</table>

### Notes/comments:

## Bridges, Gates, Culverts, other

<table>
<thead>
<tr>
<th>Reset Option Buttons</th>
<th>No</th>
<th>Some</th>
<th>All</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridges support emergency equipment</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>Gate provides easy access to emergency equipment</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Culverts are easily crossed by emergency equipment</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
</tbody>
</table>

### Notes/comments:

1. All gates provide easy access to emergency equipment (one gate, at Fire Station 1, eastern end of Shafer Lane extension, is normally locked, as the Shafer Lane extension is not a public road, but designated for emergency and administrative uses only).
2. It is believed that all public culverts adequately support emergency/heavy equipment; although some private culverts may be inadequate.
### Utilities

<table>
<thead>
<tr>
<th>Reset Option Buttons</th>
<th>Below ground</th>
<th>Above ground</th>
<th>Provided by</th>
<th>Phone number</th>
<th>% marked with a flag or other highly visible means</th>
<th>% utilized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone service</td>
<td>X</td>
<td>X</td>
<td>Frontier &amp; River Canyon Wireless*</td>
<td>435-259-5157 &amp; 435-259-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical service</td>
<td>X</td>
<td>X</td>
<td>Rocky Mountain Power</td>
<td>435-259-5920</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are there homes utilizing propane?</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>80%</td>
<td></td>
</tr>
<tr>
<td>Are there homes utilizing natural gas?</td>
<td>☐</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes/comments:**
- River Canyon Wireless provides phone service on via wifi
- See APPENDIX C for GIS generated list and map of propane tanks, wells and septic fields (Note that this list is incomplete, as some residents denied access for GIS mapping).

### List locations of propane tanks above ground:

<table>
<thead>
<tr>
<th>Owner</th>
<th>Address, lat/long, etc.</th>
<th>Size</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes/comments:** See APPENDIX C for GIS generated list and map of propane tanks, wells and septic fields (Note that this list is incomplete, as some residents denied access for GIS mapping).
Castle Valley Fire District Wildfire Preparedness Plan 2019

**Primary Water Sources**

| Approximate % homes using central water system | 0% |
| Approximate % homes using individual wells | 95% |
| Approximate % homes having additional private water source | 5% |

Water provided by: Phone

*Notes/comments:*
The Town of Castle Valley is considering a municipal well and fill station for the future.

---

**List locations of water sources:**

<table>
<thead>
<tr>
<th>Owner</th>
<th>Address, lat/long, etc.</th>
<th>Accessible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daystar Academy</td>
<td>UTM: 639381 E 4279140 N</td>
<td>Permanent</td>
</tr>
<tr>
<td>Daystar Academy</td>
<td>UTM: 639389 E 4278947 N</td>
<td>Intermittent</td>
</tr>
<tr>
<td>Daystar Academy</td>
<td>UTM: 639479 E 4278895 N</td>
<td>Intermittent</td>
</tr>
<tr>
<td>Pond 1 Green Belt Lot 375 (Zuckerman)</td>
<td>Homestead and Castle Creek Lane UTM: 636323 E 4279990 N</td>
<td>Intermittent</td>
</tr>
<tr>
<td>Pond 2 Green Belt (Lot 373) (Jorgen)</td>
<td>Homestead and Castle Creek Lane UTM: 636431 E 4280040</td>
<td>Intermittent</td>
</tr>
<tr>
<td>Pond 3 Green Belt (Lot 373) (Jorgen)</td>
<td>Homestead and Castle Creek Lane UTM: 636493 E 4280040</td>
<td>Intermittent</td>
</tr>
<tr>
<td>Pond 4 (Erley)</td>
<td>Castle Valley Dr. and Holyoak Lane UTM:</td>
<td>Permanent</td>
</tr>
<tr>
<td>Pond 5 (R Schwartz)</td>
<td>Just off Loop Rd in Castleton UTM: 645868 E 4274152 N</td>
<td>Permanent</td>
</tr>
<tr>
<td>Pond 6 (CFI)</td>
<td>Castle Rock Ranch UTM: 638431 E 4279104 N</td>
<td>Permanent</td>
</tr>
<tr>
<td>Pond 7 (BLM)</td>
<td>Daystar Academy Irrigation Storage Pond “Quakey Shake” Castleton Rd. UTM: 642103 E 4277185 N</td>
<td>Permanent</td>
</tr>
<tr>
<td>Colorado River</td>
<td>BLM Boat Ramp (“Take-out Beach”)</td>
<td>Permanent</td>
</tr>
<tr>
<td>Colorado River</td>
<td>Red Cliffs Ranch Resort Boat Ramp</td>
<td>Permanent</td>
</tr>
<tr>
<td>Location</td>
<td>Water Source Details</td>
<td>Availability</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-----------------------------------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Colorado River</td>
<td>Rocky Rapid Boat Ramp</td>
<td>Permanent</td>
</tr>
<tr>
<td>Fire Station 1</td>
<td>Pressurized Irrigation at Driveway</td>
<td>Intermittent</td>
</tr>
<tr>
<td>Well (high volume) Castle Valley Fire District</td>
<td>Lot 13 Chamisa Lane</td>
<td>Permanent</td>
</tr>
<tr>
<td>Swimming Pool (lot 113) End of Pace Lane</td>
<td>UTM: 638885 E 4277915 N</td>
<td>Permanent</td>
</tr>
<tr>
<td>Fire Trailer (lot 365/Upper 80) with</td>
<td>Lot 365 Castle Valley Drive (upper 80)</td>
<td>Intermittent</td>
</tr>
<tr>
<td>pump/foam/hose reel Bob Lippman</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cistern David Smith Residence</td>
<td>Lot 381 and 382 Homestead Lane</td>
<td>Permanent</td>
</tr>
<tr>
<td>Professor Valley Pond</td>
<td>Professor Valley Ranch 1 acre foot pond</td>
<td>Permanent</td>
</tr>
<tr>
<td>6000 County Water Tender</td>
<td>Parked at Fire Station 1</td>
<td>Intermittent</td>
</tr>
</tbody>
</table>

**Notes/comments:** * Ponds: measure 1000’s of gallons; Creeks: measure in cfs during fire season
Estimated Values at Risk
Provide an approximation of the estimated current values of residential and commercial property in the area. The County Assessor should be able to assist with this information.

<table>
<thead>
<tr>
<th>Estimated values at risk of commercial and residential property</th>
<th>$103,393,917</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year</td>
<td>2019</td>
</tr>
</tbody>
</table>
## Natural Resources at Risk
Describe the natural resources at risk in the area, such as watershed, forest products, wildlife, recreation tourism, etc.
Water Quality: Castle and Placer Creeks have been identified as major recharge sources for the unconsolidated aquifer that provides domestic water, via private wells, to the residents of Castle Valley; the water supply has been officially designated as a Sole Source Aquifer by the US EPA.

Wildlife: The Utah Division of Wildlife Resources has identified areas within the municipal boundaries of the Town of Castle Valley as critical winter habitat for the La Sal Mountain Mule Deer herd. Land within the Town boundaries has been identified by the Utah Division of Wildlife Resources as critical calving grounds for the La Sal Mountain Mule Deer herd. Safeguarding these areas as open lands is essential for protection of wildlife and for the preservation of our rural atmosphere.

Natural resources at risk from wildfire in the Castle Valley planning area vary based on area. Resources at risk and potential fire impacts vary based on the location: Castle Valley Town, the talus slopes, Castle Creek bottom, and the Colorado River bottom.

On the flats in Castle Valley, where most of the homes are located, the primary risk is to life and property. In this highly modified environment there are also natural resources that can be impacted by fire: The patches of trees and shrubs scattered between the homes provide important hiding cover for small animals and nesting and perching sites for birds. Some species, like tamarisk or Russian olive would re-sprout after fire, but other species that reproduce by seed could take a long time to reestablish. Cheatgrass can be found in a number of areas around the valley and can be expected to increase with repeated fire. As cheatgrass increases it displaces native forbs and bunchgrasses and reduces the value of the grasslands to wildlife and other grazers. Increasing cheatgrass also encourages more fire, perpetuating the cycle. Another possible consequence of fire in this area is water contamination. If fire burns through settled areas with storage sheds, trash and debris piles, parked or abandoned vehicles, and other equipment, subsequent rains can carry contamination and contaminate wells and surface waters.

Talus slopes: The talus slopes on either side of the valley are covered with pinyon-juniper forest, sagebrush, and mountain shrubs. The forest provides important hiding cover for deer and other wildlife, as well as nesting and foraging space habitat for birds. Fire in this area could have detrimental effects for soil and slope stability by exposing the soil to the effects of heavy summer rainstorms. In some areas the effect could be positive if small shrubs, grasses, and forbs are released by the removal of the pinyon-juniper overstory. Generally, these plants are better at conserving and protecting the soil than pinyon and juniper because these trees are aggressive competitors for soil moisture and as they increase tend to crowd out understory species. As in the main part of the valley, cheatgrass is present on the talus slopes and could increase with fire.

Creek Bottom: The Castle Creek bottom represents the richest wildlife habitat in the Castle Valley planning area. There is a great diversity of plant life – forbs, reeds, grasses, shrubs and trees of many species. A wide variety of wildlife also uses the creek bottom: Deer, turkey, squirrels, ducks, and a wide variety of perching birds are frequently seen. It is not uncommon to see signs of beavers and a variety of predators including bobcats, coyotes, and even mountain lion. In many areas there are dense fuels that could easily allow fire spread. A primary result of fire in the creek bottom could be a loss of wildlife habitat. Other risks include a possible loss of bank stability leading to increased meandering and soil erosion. Such loss could also lead to increased headcutting upstream. Post-fire many of the species in the creek bottom would re-sprout fairly quickly, including many native shrubs, grasses, sedges, and reeds. The tree component could be negatively affected because non-native invasives like Russian olive and Tamarisk would be expected to re-sprout quickly while native trees like cottonwood and box elder would need to regrow from seed or be planted and protected from browsing deer.

River bottom: The river bottoms along the Colorado River have many of the species and risks found in the Castle Creek river bottom. Similarly, we would expect fire in this area to lead to a loss of wildlife habitat and an increase in soil erosion. Heavy recreational use may inhibit a rapid recovery in some areas along the river. In addition, the river corridor has additional invasive species, including knapweed, whitetop, and various thistles that are not common in Castle Creek. All of these could increase their ranges after fire.

Air quality is also affected by fire. Large, long duration fires can negatively impact the health and quality of life for visitors and residents. Because of the closed valley setting Castle Valley is vulnerable to fire in the La Sal mountains.
The following information is based on the Communities At Risk (CARs) list that was developed cooperatively at the local and state level to assist land management agencies and other stakeholders in determining the scope of the WUI challenge and to monitor progress in mitigating the hazards in these areas. This information is updated annually through the interagency fuel groups. Input the fields that are reflected on the state list found on our website at forestry.utah.gov.

<table>
<thead>
<tr>
<th>Fire Occurrence: Number of fires in the area for the last 10 years 2009 to present</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
</tr>
<tr>
<td>□</td>
</tr>
<tr>
<td>X</td>
</tr>
<tr>
<td>□</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Area Fire History</th>
</tr>
</thead>
<tbody>
<tr>
<td>Month/Year of fire</td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>5/2000</td>
</tr>
<tr>
<td>5/2003</td>
</tr>
<tr>
<td>7/2003</td>
</tr>
<tr>
<td>8/2007</td>
</tr>
<tr>
<td>Date</td>
</tr>
<tr>
<td>------------</td>
</tr>
<tr>
<td>2/10/2012</td>
</tr>
<tr>
<td>4/19/2012</td>
</tr>
<tr>
<td>5/26/2012</td>
</tr>
<tr>
<td>7/13/2012</td>
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<td>7/13/2012</td>
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<td>7/20/2012</td>
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<td>9/1/2013</td>
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<td>5/30/2014</td>
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<td>6/15/2014</td>
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<td>8/1/2015</td>
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<td>2/18/2016</td>
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<td>5/4/2016</td>
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<td>5/29/2016</td>
</tr>
<tr>
<td>6/7/2016</td>
</tr>
<tr>
<td>6/12/2016</td>
</tr>
</tbody>
</table>
## Fuel Hazard

Assess the fuel conditions of the landscape and surrounding the community

<table>
<thead>
<tr>
<th>Rating</th>
<th>No Risk</th>
<th>Moderate</th>
<th>High</th>
<th>Extreme</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image" alt="Icon" /></td>
<td><img src="image" alt="Icon" /></td>
<td><img src="image" alt="Icon" /></td>
<td><img src="image" alt="Icon" /></td>
<td><img src="image" alt="Icon" /></td>
</tr>
<tr>
<td>0</td>
<td>No Risk</td>
<td>Moderate</td>
<td>High</td>
<td>Extreme</td>
</tr>
<tr>
<td><img src="image" alt="Icon" /></td>
<td><img src="image" alt="Icon" /></td>
<td><img src="image" alt="Icon" /></td>
<td><img src="image" alt="Icon" /></td>
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<td><img src="image" alt="Icon" /></td>
<td><img src="image" alt="Icon" /></td>
<td><img src="image" alt="Icon" /></td>
</tr>
</tbody>
</table>

- **Rating**

  - **0** No Risk
  - **1** Moderate
  - **2** High
  - **3** Extreme

- **Fuel Hazard Levels**

  - **No Risk**
    - Moderate to low control, fire intensities would generally cause moderate damage to resources based on slope, wind speed and fuel. Vegetation Types: Ponderosa pine/mountain shrub, grassland, alpine, dry meadow, desert grassland, Ponderosa pine, Aspen and mountain riparian.

  - **Moderate**
    - High resistance to control, high to moderate intensity resulting in high to moderate damage to resources depending on slope, rate of spread, wind speed and fuel loading. Vegetation Type: Maple, mountain shrubs, sagebrush, sagebrush/perennial grass, salt desert scrub, Black Brush, Creosote and Greasewood.

  - **High**
    - High resistance to control, extreme intensity level resulting in almost complete combustion of vegetation and possible damage to soils and seed sources depending on slopes, wind speed, rate of spread and fuel loading.
### Values Protected:
Evaluate the human and economic values associated with the community or landscape, such as homes, businesses and community infrastructure.

<table>
<thead>
<tr>
<th>Rating</th>
<th>Value Protected</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0 No Risk</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>1 Moderate</td>
<td>Secondary Development: This would be seasonal or secondary housing and recreational facilities.</td>
</tr>
<tr>
<td>X</td>
<td>2 High</td>
<td>Primary Development: This would include primary residential housing, commercial and business areas.</td>
</tr>
<tr>
<td>3</td>
<td>3 Extreme</td>
<td>Community infrastructure and community support: This would be water systems, utilities, transportation systems, critical care facilities, schools, manufacturing and industrial sites. It may also include valuable commercial timber stands, municipal watersheds and areas of high historical, cultural and/or spiritual significance which support and/or are critical to the well-being of the community.</td>
</tr>
</tbody>
</table>

### Insurance Rating
Provide the current insurance rating for the community

ISO Fire Insurance Rating:

### Protection Capabilities:
Insurance Services Organization (ISO) rating for the community will serve as an overall indicator of the protection capabilities.

<table>
<thead>
<tr>
<th>Rating</th>
<th>Value Protected</th>
<th>ISO Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0 No Risk</td>
<td>6 or lower</td>
</tr>
<tr>
<td>1</td>
<td>1 Moderate</td>
<td>7 to 9 (rated at 8b)</td>
</tr>
<tr>
<td>X</td>
<td>2 High</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fire Occurrence</th>
<th>Fuel Hazard</th>
<th>Values Protected</th>
<th>Fire Protection Capabilities</th>
<th>Overall Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>8b</td>
<td></td>
</tr>
</tbody>
</table>

Total: 4-7 Moderate, 8-11 High, 12 Extreme
Castle Valley Fire District Wildfire Preparedness Plan 2019

The following information is based on the Utah Wildfire Risk Assessment Portal (UWRAP) and Area of Interest (AOI) Summary Reporting Tool. Reports are generated using a set of predefined map products developed by the West Wide Wildfire Risk Assessment (2012) project. The UWRAP provides a consistent, comparable set of scientific results to be used as a foundation for wildfire mitigation and prevention planning in Utah.

**Wildland Development Area (WUI) Impacts:** Data set is derived using a Response Function modeling approach. To calculate the Wildland Development Area Impact Response Function Score, the Wildland Development Area housing density data was combined with flame length data and Response Functions assignments to represent potential impacts.

**Wildfire Threat:** A number that is closely related to the likelihood of an acre burning.

**Wildfire Risk:** Combines the likelihood of a fire occurring (Threat), with those of areas of most concern that are adversely impacted by fire (Fire Effects). Wildfire Threat Index is derived from historical fire occurrence, landscape characteristics including surface fuels and canopy fuels, percentile weather derived from historical weather observations and terrain conditions. Fire Effects are comprised of Value Impacts and Suppression Difficulty.

<table>
<thead>
<tr>
<th></th>
<th>Wildfire Risk</th>
<th>WUI Impacts</th>
<th>Wildfire Threat</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Low (1-4)</strong></td>
<td>21,5297/81.7%</td>
<td>1532/86.4%</td>
<td>22303/84.7%</td>
</tr>
<tr>
<td><strong>Moderate (5-7)</strong></td>
<td>4784/18.2%</td>
<td>231/13%</td>
<td>4025/15.3%</td>
</tr>
<tr>
<td><strong>High (8-10)</strong></td>
<td>14/.1/5</td>
<td>12/.7</td>
<td>0/0%</td>
</tr>
</tbody>
</table>

Including maps from the UWRAP report may also be beneficial in this section. Consider using the following as an example. *See Appendix for other maps*

- Location Specific Ignitions
- Ignition and Fire occurrence density
- Water Impacts
- Rate of Spread
- Suppression Difficulty
- Fire Effects
CV District Wildfire Risk 2019

Wildfire Risk

- Urban, Agriculture, Barren or Water
- Very Very Low
- Very Low
- Low
- Low - Moderate
- Moderate
- Moderate High
- High
- Very High
- Extreme
CV District Rate of Spread Expected 2019

Rate of Spread - Expected

- Urban, Agriculture, Barren or Water
- Very Low < 5.5 ft. / min.
- Low 5.5 to 10.9 ft. / min.
- Low - Moderate 11.0 to 16.4 ft. / min.
- Moderate, 16.5 to 21.9 ft. / min.
- Moderate - High 22.0 to 32.9 ft. / min.
- High 33.0 to 43.9 ft. / min.
- Very High 44.0 to 54.9 ft. / min.
- Extreme >= 55.0 ft. / min.
CV District Rate of Spread High 2019

Rate of Spread - High

- Urban, Agriculture, Barren or Water
- Very Low < 5.5 ft / min.
- Low 5.5 to 10.9 ft / min.
- Low - Moderate 11.0 to 16.4 ft / min.
- Moderate 16.5 to 21.9 ft / min.
- Moderate - High 22.0 to 32.9 ft / min.
- High 33.0 to 43.9 ft / min.
- Very High 44.0 to 84.9 ft / min.
- Extreme > 85.0 ft / min.
### Past Accomplishments

| Prevention | • Recognized nationally as a Firewise Community (2004).  
| • Formed an active CWPP committee that meets once a month, composed of residents, Mayor and Fire Dept. (2014). |
| Preparedness | • Completed a community wildfire protection plan (CWPP) in 2011.  
| • FEPP acquisition for fire department including a five ton truck was converted to a wildland fire engine in 2016  
| • Training in wildland firefighting including S-190, S-130  
| • Annual Refresher course for firefighters by Fire Warden (RT-130) |
| Mitigation | • Secured a $300,000 Western States Fire Assistance (SFA) grant in 2013 for mitigation and education purposes. Funds were directed towards vegetation projects; nearly 40 acres have been treated so far. Grant targets a total of 236 acres.  
| • Since 2014, community has contributed approximately $60,000 of in-kind service, including organizing the LDS youth conference in 2014 to help with fuels mitigation.  
| • Davis property and east exit access improved (2014).  
| • Bi-annual community Chipper Day participation with roughly 75 properties participating.  
| • City has evaluated over 70% of the lots for compliance of vegetation code.  
| • Town of Castle Valley Hazard Mitigation Plan completed in 2015 |
| Maintenance | • Provide Chipper day bi-annually for residents to maintain their defensible spaces. |
| Prevention | • Completed 15 lot assessments for residents in 2017 (everyone had an opportunity for assessments). |
| Mitigation | • Removal and treatment of Russian olive and tamarisk along Castle Creek as part of larger effort to reduce these invasive along the Colorado River and its tributaries. |
| Prevention | • Hosted FFSL defensible space discussion-WUI coordinator presented to the community in May 2018 |
| Prevention | • Publish a quarterly newsletter that is distributed to residents 8/2016 to present. Contains tips and info about preventing wildfire.  
| • Created a Castle Valley Fire Department website in 2015  
| • Started an annual 4th of July event to help provide education on preventing fires in 2018.  
| • Started providing an community conversations about defensible spaces around homes 2019 |
PART III: RISK REDUCTION GOALS/ ACTIONS

Goals of Plan: Provide a brief statement under the Prevention, Preparedness, Mitigation and Maintenance goals. These should align with the pillars of the National Cohesive Strategy and the Utah Catastrophic Wildfire Reduction Strategy (1. Resilient Landscapes 2. Fire Adapted Communities 3. Wildfire Response).

Identification of Actions: Provide detailed project information. These projects/actions can be mapped/tracked in the Utah WRA portal and should be consistent with a Cooperative Agreement in compliance with the Wildfire Policy if applicable.

GOAL A: PREVENTION – Activities directed at reducing the occurrence of fires, including public education, law enforcement, personal contact.

<table>
<thead>
<tr>
<th>Goal A.1 –</th>
<th>Action(s):</th>
<th>Timeline:</th>
<th>Community Lead:</th>
<th>Priority:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private property – Implement ‘The Defensible Space Checklist’ from Utah Living with Fire Homeowner Guide; (See Appendix M) Creation of a property assessment team with firefighters and community members being trained to perform property firewise assessments.</td>
<td>Ongoing and in planning stages</td>
<td>Private Landowners, FFSL, Castle Valley Fire Dept. (CVFD), Town CV (TCV)</td>
<td>High</td>
<td></td>
</tr>
<tr>
<td>Encourage through education firewise landscaping, vegetation and grasses into green spaces and private property where possible (with ecological emphasis on native vegetation).</td>
<td>Ongoing</td>
<td>CVFD, TCV</td>
<td>High</td>
<td></td>
</tr>
<tr>
<td>Smokey Sign showing degrees of fire danger within Town limits</td>
<td>Ongoing</td>
<td>CVFD</td>
<td>High</td>
<td></td>
</tr>
<tr>
<td>Seek funding resources and in-kind matching for implementation of the above actions</td>
<td>Ongoing</td>
<td>FFSL, CV Fire Commission (CVFC)</td>
<td>High</td>
<td></td>
</tr>
</tbody>
</table>
GOAL B: PREPAREDNESS – Activities that lead to a state of response readiness to contain the effects of wildfire to minimize loss of life, injury, and damage to property. Including access to home/community, combustibility of homes/structures and creating survivable space.

Goal B.1 – Evaluate, upgrade and maintain community wildfire preparation

<table>
<thead>
<tr>
<th>Action(s):</th>
<th>Timeline:</th>
<th>Community Lead:</th>
<th>Priority:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create cul-de-sac turnarounds for all side roads</td>
<td>Ongoing</td>
<td>TCV</td>
<td>High</td>
</tr>
<tr>
<td>Annual RT130 refresher course for firefighters</td>
<td>Annually</td>
<td>Fire Warden</td>
<td>High</td>
</tr>
</tbody>
</table>

Notes, updates and monitoring

Goal B.2 – Educate community members to prepare for and respond to wildfire.

<table>
<thead>
<tr>
<th>Action(s):</th>
<th>Timeline:</th>
<th>Community Lead:</th>
<th>Priority:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide community events eg. Gourd Festival, July 4th to learn about Firewise, emergency evacuation procedures ect…</td>
<td>Ongoing</td>
<td>CVFD, Fire Commission</td>
<td>High</td>
</tr>
<tr>
<td>Discussions on Emergency Evacuation Procedures for Town and District</td>
<td>2019</td>
<td>CVFD, Fire Commission, TCV</td>
<td>High</td>
</tr>
</tbody>
</table>

See Appendix O for evacuation procedures in TCV. Still working on evacuation procedures for rest of fire district.
### Goal B.3 – Address identified regulative issues impacting community wildfire prevention and response needs.

<table>
<thead>
<tr>
<th>Action(s):</th>
<th>Timeline:</th>
<th>Community Lead:</th>
<th>Priority:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assess current regulations for updates or additions</td>
<td>2019</td>
<td>Fire Commission, TCV</td>
<td>High</td>
</tr>
<tr>
<td><em>Fire Commission to pass resolution or SOG to Maintain CWPP every 1-2 years</em></td>
<td>2019</td>
<td>CV Fire Commission</td>
<td>High</td>
</tr>
</tbody>
</table>

**Notes, updates, and monitoring**

### Goal B.4 – Evaluate response facilities and equipment.

<table>
<thead>
<tr>
<th>Action(s):</th>
<th>Timeline:</th>
<th>Community Lead:</th>
<th>Priority:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assess and Update Firefighting equip. as necessary</td>
<td>Ongoing</td>
<td>Fire Commission</td>
<td>High</td>
</tr>
<tr>
<td>Lot 13 Development</td>
<td>Ongoing</td>
<td>Fire Commission</td>
<td>Low</td>
</tr>
</tbody>
</table>

**Notes, updates, and monitoring:** Replaced water tender in April 2019. Started (2019) building an air compressor system to provide all engines with continuous air directly for faster brake fill and faster response time.
**GOAL C: MITIGATION** – Actions that are implemented to reduce or eliminate risks to persons, property or natural resources including fuel treatments and reduction.

<table>
<thead>
<tr>
<th>Goal C.1 – Decrease fuels within the community to reduce wildfire impact in and around the community.</th>
<th>Action(s):</th>
<th>Timeline:</th>
<th>Community Lead:</th>
<th>Priority:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bi-annual Chipper day for residents to reduce fuels on their property</strong></td>
<td>ongoing</td>
<td>CVFD, FFSL</td>
<td>High</td>
<td></td>
</tr>
<tr>
<td><strong>Provide standby help for private land owners to burn weeds etc… in spring and fall</strong></td>
<td>ongoing</td>
<td>CVFD</td>
<td>High</td>
<td></td>
</tr>
<tr>
<td><strong>Provide complete mowing of lot 13 owned by Fire District</strong></td>
<td>ongoing</td>
<td>CVFD</td>
<td>High</td>
<td></td>
</tr>
<tr>
<td><strong>Cooperate with private landowners to maintain and expand shaded fuel breaks and “brush outs” along existing roadways, fence lines, and natural and existing fuel breaks</strong></td>
<td>Ongoing</td>
<td>TCV, CVFD, private landowners</td>
<td>High</td>
<td></td>
</tr>
<tr>
<td><strong>Plan for volunteer maintenance of green belt treatment areas on private and town-owned land; (See Appendices D, J)</strong></td>
<td>Ongoing</td>
<td>Private landowners, TCV, CVFD</td>
<td>High</td>
<td></td>
</tr>
<tr>
<td><strong>Provide semi-annual chipper events for private landowners within Castle Valley</strong></td>
<td>Semi-Annual</td>
<td>FFSL, private landowners, CVFD</td>
<td>High</td>
<td></td>
</tr>
<tr>
<td><strong>Implement a weed mitigation/control program</strong></td>
<td>Ongoing</td>
<td>TCV, CVFD, BLM, Grand County</td>
<td>High</td>
<td></td>
</tr>
<tr>
<td><strong>Provide roadside mowing of weeds</strong></td>
<td>Ongoing</td>
<td>TCV</td>
<td>High</td>
<td></td>
</tr>
</tbody>
</table>

Notes, updates, and monitoring
Goal C.2 – Work with local, state and federal fire officials to decrease fuels on private and adjacent public lands to reduce wildfire intensity and impact in and around the community.

<table>
<thead>
<tr>
<th>Action(s):</th>
<th>Timeline:</th>
<th>Community Lead:</th>
<th>Priority:</th>
</tr>
</thead>
<tbody>
<tr>
<td>BLM Fuel reduction project in Round Mountain Area</td>
<td>Fall 2019</td>
<td>BLM</td>
<td>High</td>
</tr>
<tr>
<td>BLM Mowing of Town/BLM Boundaries</td>
<td>Spring 2019</td>
<td>BLM/TCV</td>
<td>High</td>
</tr>
</tbody>
</table>

Notes, updates and monitoring

**GOAL D: MAINTENANCE** – the process of preserving actions that have occurred including fuel treatments and reduction.

Goal D.1 - Regularly evaluate, update and maintain project commitments.

<table>
<thead>
<tr>
<th>Action(s):</th>
<th>Timeline:</th>
<th>Community Lead:</th>
<th>Priority:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review all mitigation projects and reassess</td>
<td>Annually</td>
<td>Fire Commission</td>
<td>High</td>
</tr>
<tr>
<td>Maintain work in greenbelt</td>
<td>Annually</td>
<td>Volunteers</td>
<td>High</td>
</tr>
</tbody>
</table>

Notes and updates
The contacts in this part identify community resources that can be used to complete the goals of the plan.

<table>
<thead>
<tr>
<th>Planning Committee Member List</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name</strong></td>
</tr>
<tr>
<td>Bob Lippman</td>
</tr>
<tr>
<td>Ron Mengel</td>
</tr>
<tr>
<td>Ron Drake</td>
</tr>
<tr>
<td>Bob Russell</td>
</tr>
<tr>
<td>Leta Vaughn</td>
</tr>
<tr>
<td>Mitch Stock</td>
</tr>
<tr>
<td>Jason Kirks</td>
</tr>
<tr>
<td>Jason Johnson</td>
</tr>
<tr>
<td>Bruce Jenkins</td>
</tr>
<tr>
<td>Ben Huntsman</td>
</tr>
<tr>
<td>Rick Bailey</td>
</tr>
<tr>
<td>Steve White</td>
</tr>
<tr>
<td>Jazmine Duncan</td>
</tr>
<tr>
<td>Greg Halliday</td>
</tr>
</tbody>
</table>
### Commercial Entities

<table>
<thead>
<tr>
<th>Organization</th>
<th>Contact Person</th>
<th>Phone Number</th>
<th>E-mail</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Red Cliffs Lodge</td>
<td>Colin Fryer</td>
<td>435-259-2002</td>
<td><a href="mailto:info@redcliffsloge.com">info@redcliffsloge.com</a></td>
<td>Mile 14, Hwy. 128</td>
</tr>
<tr>
<td>Sorrel River Ranch</td>
<td>Dave Ciani</td>
<td>435-259-4642</td>
<td><a href="mailto:stay@sorrelriver.com">stay@sorrelriver.com</a></td>
<td>HC64 Box 4002 Mile 17, Hwy. 128</td>
</tr>
<tr>
<td>Castle Valley Inn</td>
<td>Jason &amp; Janette Graham</td>
<td>435-259-6012</td>
<td><a href="mailto:info@castlevalleyinn.com">info@castlevalleyinn.com</a></td>
<td>HC64 Box 2602 425 Amber Ln.</td>
</tr>
<tr>
<td>Mayberry Preserve</td>
<td>Kara Dowerend</td>
<td>435-259-6670</td>
<td><a href="mailto:info@reveg.org">info@reveg.org</a></td>
<td>Mile 15, Hwy. 128</td>
</tr>
<tr>
<td>Organization</td>
<td>Contact Person</td>
<td>Phone Number</td>
<td>E-mail</td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>------------------</td>
<td>--------------</td>
<td>----------------------------------</td>
<td></td>
</tr>
<tr>
<td>Castle Valley Volunteer Fire Department</td>
<td>Ron Drake (Chief)</td>
<td>435-259-8588</td>
<td><a href="mailto:rimshadow35@gmail.com">rimshadow35@gmail.com</a></td>
<td></td>
</tr>
<tr>
<td>Day Star Academy/Seventh Day Adventist Community Farm</td>
<td>Randy Ward</td>
<td>435-259-7719</td>
<td><a href="mailto:daystar_academy@frontiernet.net">daystar_academy@frontiernet.net</a></td>
<td></td>
</tr>
<tr>
<td>Castle Valley Water Company (Greenbelt)</td>
<td>Ken Drogin</td>
<td>435-259-4838</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LDS Church</td>
<td>Ron Drake</td>
<td>435-259-8588</td>
<td><a href="mailto:rimshadow35@gmail.com">rimshadow35@gmail.com</a></td>
<td></td>
</tr>
<tr>
<td>Grand County Library/CV Branch</td>
<td>Jenny Haraden</td>
<td>435-259-9998</td>
<td><a href="mailto:jenny@moablibrary.org">jenny@moablibrary.org</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization</th>
<th>Contact Person</th>
<th>Phone Number</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moab TI</td>
<td>Zane Taylor</td>
<td>435-259-7525</td>
<td><a href="mailto:zane@moabtimes.com">zane@moabtimes.com</a></td>
</tr>
<tr>
<td>Moab Sun News</td>
<td>Heila Ershadi</td>
<td>435-259-6261</td>
<td><a href="mailto:publisher@moabsumnews.com">publisher@moabsumnews.com</a></td>
</tr>
<tr>
<td>KZMU Radio</td>
<td>Sarah Mead</td>
<td>435-259-8824</td>
<td><a href="mailto:program-director@kzmu.org">program-director@kzmu.org</a></td>
</tr>
<tr>
<td>KCYN Radio</td>
<td>General Office</td>
<td>435-259-1035</td>
<td><a href="mailto:kcyn@kcynfm.com">kcyn@kcynfm.com</a></td>
</tr>
</tbody>
</table>
## Schools

<table>
<thead>
<tr>
<th>School</th>
<th>Contact Person</th>
<th>Phone Number</th>
<th>E-mail</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daystar Academy</td>
<td>Randy Ward</td>
<td>435-259-7719</td>
<td><a href="mailto:daystar_academy@frontiernet.net">daystar_academy@frontiernet.net</a></td>
<td>Castleton Rd. (La Sal Mt. Loop Rd)</td>
</tr>
</tbody>
</table>

## Transportation

<table>
<thead>
<tr>
<th>Organization</th>
<th>Contact Person</th>
<th>Phone Number</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town of CV Road Dept.</td>
<td>Mingo Gritts</td>
<td>435-260-0871</td>
<td><a href="mailto:mingog@castlevallyutah.com">mingog@castlevallyutah.com</a></td>
</tr>
<tr>
<td>Grand County Road Dept.</td>
<td>Bill Jackson</td>
<td>435-259-5308</td>
<td><a href="mailto:bjackson@grandcountyutah.net">bjackson@grandcountyutah.net</a></td>
</tr>
<tr>
<td>UDOT</td>
<td>Chet Johnson</td>
<td>801-965-4000</td>
<td><a href="mailto:cjohnson@utah.gov">cjohnson@utah.gov</a></td>
</tr>
</tbody>
</table>

## Private Equipment Capabilities

See Appendix A
### APPENDIX

#### Appendix A:

**Contents:**
- Private Equipment List For Emergency Use

#### Appendix B:

**Contents:**
- Municipal and County Ordinances

#### Appendix C:

**Contents:**
- Maps
Appendix D:

<table>
<thead>
<tr>
<th>Contents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firewise Project Data</td>
</tr>
</tbody>
</table>

Appendix E:

<table>
<thead>
<tr>
<th>Contents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Water Access Plan</td>
</tr>
</tbody>
</table>

Appendix F:

<table>
<thead>
<tr>
<th>Contents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sole Source Aquifer Protection &amp; Protocol</td>
</tr>
</tbody>
</table>

Appendix G:

<table>
<thead>
<tr>
<th>Contents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire History</td>
</tr>
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Appendix H:

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<tr>
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<tr>
<td>UWRAP Report on Fire District Risk Eval.</td>
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Appendix I:

<table>
<thead>
<tr>
<th>Contents</th>
<th>Wildfire Hazard Lot Assessments that have been completed</th>
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<tr>
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Appendix J:

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<thead>
<tr>
<th>Contents</th>
<th>Fuel Modification Projects</th>
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Appendix K:

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<tr>
<th>Contents</th>
<th>Pre-Attack Plan</th>
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Appendix L:

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<tr>
<th>Contents</th>
<th>Grand County Wildland Mobilization Plan</th>
<th>Needs updating</th>
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Appendix M:

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<thead>
<tr>
<th>Contents</th>
<th>Firewise “10 steps” List</th>
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Appendix N:

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<thead>
<tr>
<th>Contents</th>
<th>Emergency Personnel Roster</th>
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<tr>
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</table>
Appendix O:
Contents: Fire District Evacuation Plans
Areas Beyond Castle Valley need to be added

Appendix P:
Contents: Monthly In-kind Tracking Forms

Appendix Q:
Contents: Miscellaneous Firewise and Other Forms

Appendix R:
Contents: Firewise USA Membership

Appendix S:
Contents: Miscellaneous Watershed Studies & Reports
Appendix T:

<table>
<thead>
<tr>
<th>Contents:</th>
<th>Utah Wildland-Urban Interface Code</th>
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Appendix U:

<table>
<thead>
<tr>
<th>Contents:</th>
<th>Emergency Downed Powerline Procedures &amp; PCB Spill Clean Up Procedures</th>
</tr>
</thead>
</table>

Appendix V:

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<tr>
<th>Contents:</th>
<th>Cooperative Agreement Between The Utah Division of Forestry, Fire and State Lands and Grand County Service Area for Castle Valley Fire Protection</th>
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State of Utah

Community Wildfire Preparedness Plan
For the Wildland – Urban Interface

Grand County Service Area for Castle Valley Fire Protection
(Castle Valley Fire District)
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<thead>
<tr>
<th>Name</th>
<th>Affiliation</th>
<th>Date</th>
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<tbody>
<tr>
<td>Bob Lippman</td>
<td>Firefighter, Community Member/Homeowner</td>
<td>7/2/19</td>
</tr>
<tr>
<td>Ron Mengel</td>
<td>Firefighter, Community Member/Homeowner</td>
<td>7/9/19</td>
</tr>
<tr>
<td>Leta Vaughn</td>
<td>Fire Commission, Firefighter, Community Member/Homeowner</td>
<td>7/12/19</td>
</tr>
<tr>
<td>Ron Drake</td>
<td>Castle Valley Fire Chief, homeowner, media representative (Times Independent)</td>
<td>July 2, 2019</td>
</tr>
<tr>
<td>Jazmine Duncan</td>
<td>Mayor of The Town of Castle Valley, Firefighter, Homeowner</td>
<td>07/02/2019</td>
</tr>
</tbody>
</table>
Castle Valley Fire District Wildfire Preparedness Plan 2019

Declaration and Concurrence Page, continued

Rick Bailey
NAME
Rick Bailey
SIGNATURE

Grand County Emergency Manager
AFFILIATION
7 July 2019
DATE

Greg Halliday
NAME
Greg Halliday
SIGNATURE

Grand County Council Member, Firefighter, Homeowner
AFFILIATION
3 July 2017
DATE

Bruce Jenkins
NAME
Bruce Jenkins
SIGNATURE

State Fire Warden
AFFILIATION
7/10/19
DATE

Jason Johnson
NAME
Jason Johnson
SIGNATURE

FFSL
AFFILIATION
7/10/2019
DATE

Steve White
NAME
Steve White
SIGNATURE

Grand County Sheriff
AFFILIATION
7/9/19
DATE
INTRODUCTION

Over 600 of Utah’s communities have been classified as “at risk” of wildfire. The safety of the citizens of any community and the protection of private property and community infrastructure is a shared responsibility between the citizens; the owner, developer or association; and the local, county, state and federal governments. The primary responsibility, however, remains with the local government and the citizen/owner:

The purpose of wildfire preparedness planning is to...
- Motivate and empower local government, communities, and property owners to organize, plan, and take action on issues impacting the safety and resilience of values at risk
- Enhance levels of fire resilience and protection to the communities and infrastructure
- Identify the threat of wildland fires in the area
- Identify strategies to reduce the risks to structures, infrastructure and commerce in the community during a wildfire
- Identify wildfire hazards, education, and mitigation actions needed to reduce risk
- Transfer practical knowledge through collaboration between stakeholders toward common goals and objectives

Outcomes of wildfire preparedness planning...
- Facilitate organization of sustainable efforts to guide planning and implementation of actions:
  1. Fire adapted communities  2. Resilient landscapes  3. Safe and effective fire response
- Improve community safety through:
  ✓ Coordination and collaboration ✓ Firefighter training ✓ Fire prevention
  ✓ Public awareness and education ✓ Fuel modification ✓ Development of long-term strategies
  ✓ Improved fire response capabilities

RESOURCES
For resources to complete a wildfire preparedness plan for your community, consider organizations such as the following:

✓ Local / Primary fire protection provider ✓ Local emergency management services
✓ Local Resource, Conservation and Development Districts ✓ USDA Forest Service
✓ Utah Division of Forestry, Fire and State Lands ✓ U.S. Department of Interior Agencies
✓ Utah State Fire Marshal (Dept. of Public Safety) ✓ Utah Resource Conservation Districts
✓ Utah Division of Emergency Management ✓ Utah Soil Conservation Districts
✓ Utah Living With Fire ✓ Local fire agencies
AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JULY 16, 2019

Agenda Item: Z

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Ratifying the new salary range being announced by the Administrative Office of the Courts for the new Justice Court Judge</th>
</tr>
</thead>
<tbody>
<tr>
<td>FISCAL IMPACT:</td>
<td>$29,829 to $53,691 per year</td>
</tr>
<tr>
<td>PRESENTER(S):</td>
<td>Renee Baker, Grand County HR Director</td>
</tr>
</tbody>
</table>

RECOMMENDATION:
I move to ratify the news release by the Administrative Office of Courts, setting the incoming Justice Court judges salary at the range of $29,829 to $53,691, and authorize the Chair to sign all associated documents.

BACKGROUND:
By statute, the salary range by weighted caseload calculation for our Grand County Justice Court Judge is $29,829 to $53,691. The exact salary and benefits for this position have not been set, and will not be set until we review and appoint a new judge.

ATTACHMENT(S):
2. Email referencing the weighted caseload calculation for Grand County Justice Court Judge at the range. $29,829 to $53,691
NEWS RELEASE

Matthew B. Durrant
Chief Justice, Utah Supreme Court

Hon. Mary T. Noonan
Interim State Court Administrator

Raymond H. Wahl
Deputy State Court Administrator

Ensuring Justice for All

FOR IMMEDIATE RELEASE

Contact: Geoffrey Fattah

July 8, 2019

Cell: (801) 712-4545

GRAND COUNTY JUSTICE COURT VACANCY ANNOUNCED

Grand County, Utah—Applications are being accepted for a Justice Court Judge position in Grand County. The position will replace David Tubbs who will retire effective November 4, 2019.

To be considered for a Justice Court judgeship in Grand County, candidates must be at least 25 years of age, a citizen of the United States, a Utah resident for at least three years, and have earned a high school diploma or GED. In addition, candidates must be a resident of Grand County or an adjacent county for at least six months immediately preceding appointment.

Information on judicial retention and performance evaluation is posted on the Utah State Court’s website at www.utcourts.gov under employment opportunities. An application for judicial office form must be completed and is available on the court’s website (www.utcourts.gov/admin/jobs). The annual salary range for the position is $29,829 to $53,691 with benefits. For additional information, contact Renee Baker at (435) 259-1323 or by email at rbaker@grandcountyutah.net

The deadline for applications is Monday, Aug. 5, 2019 at 5 p.m. and should be sent to the attention of Amy Hernandez, Administrative Office of the Courts, P.O. Box 140241, Salt Lake City, UT, 84114-0241. For an application or information, email amymh@utcourts.gov

Utah law requires the Judicial Nominating Commission to submit three to five nominees to Grand County Council within 45 days of its first meeting. Grand County Council then has 30 days in which to make a selection. The selection must then be certified by the Utah Judicial Council.

# # #
Renée Baker

From: Ruth Dillon
Sent: Monday, July 8, 2019 12:14 PM
To: Renée Baker
Cc: Chris Baird
Subject: FW: Preparing for the Retirement of Judge David Tubbs - urgent request
Attachments:
- Grand County Judicial Vacancy Announcement 19.docx
- Administrative Office of the Courts- Justice Court Judge salary range 20....pdf
- Justice Court Judge Salary Letter.doc
- 11-20-2018 Justice Court Judge Salary Letter.pdf

Importance: High

Renée,

Please see email below regarding replacement of Judge Tubbs who must retire on or before his 75th birthday per state code (his birthday is November 4th). Attached is a vacancy announcement created by the Administrative Office of the Courts that needs some blanks filled in as to salary range, benefits, and person to contact for questions. I’ve also attached the October 2018 letter from the AOC that discusses salary ranges for part-time Justice Court Judges based on caseload. (Our confirming letter is also attached.) You’ll note that the range for Grand County is lower than what Judge Tubbs has been getting paid, which is allowed per the first bullet point in the letter regarding experience. More specifically the salary cannot be reduced during terms in office. However, we will be looking at a new term for someone, so perhaps the range should be lowered to meet the range that was provided?

I’m sending this to you but there is no requirement that the HR Director be the contact or the person to fill in the blanks of the letter. This is HR-related stuff, so I thought I’d start with you. I’ll initially be the one coordinating with the AOC since this will involve the County Council. I’m sure Chris has good input on this as he is familiar.

Here is the corresponding state code: https://le.utah.gov/xcode/Title78A/Chapter7/78A-7-S206.html?v=C78A-7-S206_1800010118000101

Those last two blanks are simply “Council” (as opposed to “Commission”).

Let me know how you’d like to proceed with this so that I can be sure that Amy Hernandez of the AOC gets the information she needs right away in order to get the press release out (which is dated today) (!)

From: Amy Hernandez [mailto:amymh@utcourts.gov]
Sent: Monday, July 8, 2019 11:17 AM
To: Ruth Dillon
Cc: James Peters; Evan Clapper
Subject: Re: Preparing for the Retirement of Judge David Tubbs

Ms. Dillon,

Thank you for your prompt response and inclusion of previous documents. I sincerely appreciate it. The process is very similar to the process explained in your documents. There is an updated manual which I have attached for your review. As for the qualifications of the three appointed individuals, they must meet the following criteria:

1. they cannot be elected officials of the county or municipality;

2. they are not eligible to apply for the judicial vacancies in the county;
3. they cannot be closely related to applicant (please see 6c in the attached Manual of Procedures); and

4. they must be available for two to three meetings (potentially three to four hours during each meeting).

As far as recruiting, I would have individual Council members reach out to potential appointments to determine willingness and availability. If they prefer to just nominate individuals (no recruiting), I would be grateful to have five names listed in order of preference just in case an individual is unable to serve on the commission.

Additionally, I am preparing the press release to solicit applications for this position. With that being said, the salary range from my weighted caseload calculation is $29,829 to $53,691. Is that range appropriate or would you like to make changes (caveat: cannot go lower than the $29,829)? Also, are benefits included in this position or not? I have attached a mock-up of the press release for your review. I was hoping to get the appropriate contact information for the County if an applicant has questions regarding scheduling, benefits, or other county-specific questions.

Finally, since the process requires a partnership between the County and the Administrative Office of the Courts, my supervisor (James Peters) and I would be happy to visit you and the Council at your next meeting to provide an in-depth explanation of the process, answer questions, and set up lines of communication. What are your thoughts on this? Please let me know your preference. Thank you.

On Mon, Jul 8, 2019 at 10:20 AM Ruth Dillon <rdillon@grandcountyutah.net> wrote:

Amy,

We will stand by for current instructions regarding the nominating commission procedures to replace Judge Tubbs, ideally before his November 75th birthday. If the County Council is to nominate three persons to the nominating commission as before, what are the qualifications for those three individuals? What is the best way to nominate—have individual Council Members talk with the prospective individual commission members beforehand for level of interest and commitment?

Thank you,

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

From: Amy Hernandez [mailto:amymh@utcourts.gov]
Sent: Monday, July 8, 2019 10:06 AM
To: Ruth Dillon
Cc: James Peters
Subject: Preparing for the Retirement of Judge David Tubbs

Ms. Dillon,

Grand County Justice Court Judge David Tubbs will reach his 75th birthday on November 4, 2019. Per statute, Judge Tubbs will retire from the bench. Due to this impending retirement, I was hoping to connect with you about starting the nominating commission procedures to replace Judge Tubbs. What are your thoughts? Please let me know; thank you.

--

Amy Hernandez
Domestic Violence Program Coordinator
Justice Court Program Coordinator
Administrative Office of the Courts
450 S State Street
PO Box 140241
Salt Lake City, UT 84114-0241
Amy Hernandez  
Domestic Violence Program Coordinator  
Justice Court Program Coordinator  
Administrative Office of the Courts  
450 S State Street  
PO Box 140241  
Salt Lake City, UT 84114-0241  
E-mail: amymh@utcourts.gov  
Phone: 801-578-3809
AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
July 16, 2019
Agenda Item: AA

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Approving a contract amendment with STR Helper, now owned by Host Compliance, for validation services of overnight accommodations properties</th>
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<tr>
<td>FISCAL IMPACT:</td>
<td>$600 to Community and Economic Development (budgeted); $600 to Travel Council (Budgeted)</td>
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<tr>
<td>PRESENTER(S):</td>
<td>Zacharia Levine, Community and Economic Development Director</td>
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STATED MOTION:
Move to approve the contract amendment with STR Helper/Host Compliance in the amount of $1,200/yr for a total contract amount of $4,000/yr.

STAFF RECOMMENDATION:
Approve

BACKGROUND:
STR Helper scans a few dozen (and rising) online listing sites for vacation rentals, uses proprietary techniques for determining the actual addresses for listings (which the sites do not provide), validates them in Grand County’s property database (the extra $1200/yr), and checks to see if they are permitted/legal listings or non-permitted/illegal. The Travel Council and Community and Economic Development Department use the service to identify illegal listings, and then initiate code enforcement. The original contract covered the reduced rate of $2,800/yr for the scanning and identification services but not the $1,200/yr amount for property validation services, which saves Grand County staff a tremendous amount of time.

ATTACHMENT(S):
1. Signed contract with STR Helper
2. Proposed contract amendment
Bear Cloud Software SaaS Agreement

This Software as a Service (SaaS) Agreement (the "Agreement"), dated as of April 30 2018 (the "Effective Date"), is by and between Bear Cloud Software ("Bear Cloud Software") and __Grand County___ ("Customer"), with a principal place of business at _125 E. Center St Moab UT 84532.

WHEREAS, Customer wishes to procure from Bear Cloud Software the software services described herein, and Bear Cloud Software wishes to provide such services to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used to verify an individual's identity and authorization to access and use the Services.

"Authorized Reseller" means an authorized distributor, authorized reseller, or dealer of the Licensed Software.

"Authorized User" means each of the individuals authorized to use the Services pursuant to this Agreement.

"Bear Cloud Software Materials" means the Licensed Software, Documentation and Bear Cloud Software Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Bear Cloud Software or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Bear Cloud Software Systems. For the avoidance of doubt, Bear Cloud Software Materials include Resultant Data and any information, data or other content derived from Bear Cloud Software's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"Bear Cloud Software Systems" means the information technology infrastructure used by or on behalf of Bear Cloud Software in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Bear Cloud Software or through the use of third-party services.


"Customer Data" means, photographs, documents (including letters sent by code enforcement authorities), and updates to property records, that are collected, downloaded or otherwise received from Customer or an Authorized User by or through the Services. Customer Data does not include Resultant Data.

"Customer Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.

"Documentation" means any manuals, instructions or other documents or materials that Bear Cloud Software provides or makes available to Customer in any form or medium and which describe the functionality,
components, features or requirements of the Services or Bear Cloud Software Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Licensed Software" means Bear Cloud Software application or applications, together with any Updates, and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Bear Cloud Software provides remote access to and use of as part of the Services.

“New Version” means any new version of the Licensed Software that Bear Cloud Software may from time to time introduce and market generally as a distinct licensed product (as may be indicated by Bear Cloud Software's designation of a new version number), and which Bear Cloud Software may make available to Customer at an additional cost under a separate written agreement.

"Resultant Data" means information, data and other content that is derived by or through the Services from processing Customer Data.

"Third Party Materials" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not proprietary to Bear Cloud Software.

2. Services.

2.1. Services. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, during the Term, Bear Cloud Software shall use commercially reasonable efforts to provide to Customer and its Authorized Users the services described in this Agreement, including hosting, managing, operating and maintaining the Licensed Software for remote electronic access and use by Customer and its Authorized Users (collectively, the "Services") in substantial conformity with the terms of this Agreement, except for:

a) Scheduled downtime;

b) Service downtime or degradation due to a Force Majeure Event;

c) any other circumstances beyond Bear Cloud Software's reasonable control, including Customer's or any Authorized User's use of Third Party Materials, misuse of the Services, or use of the Services other than in compliance with the express terms of this Agreement; and

d) any suspension or termination of Customer's or any Authorized Users' access to or use of the Services as permitted by this Agreement.

2.2. Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

a) Bear Cloud Software has and will retain sole control over the operation, provision, maintenance and management of the Services and Bear Cloud Software Materials, including the: (i) Bear Cloud Software Systems; (ii) selection, deployment, modification and replacement of the Licensed Software; and (iii) performance of Services maintenance, Updates, upgrades, corrections and repairs; and
b) Customer has and will retain sole control over the operation, maintenance and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Services and Bear Cloud Software Materials by any person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions or materials provided by any of them to the Services or Bear Cloud Software; (ii) results obtained from any use of the Services or Bear Cloud Software Materials; and (iii) conclusions, decisions or actions based on such use.

2.3. **Changes.** Bear Cloud Software reserves the right, in its sole discretion, to make any changes to the Services and Bear Cloud Software Materials that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of Bear Cloud Software's services to its customers, (ii) the competitive strength of or market for Bear Cloud Software's services or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Services. No requested changes will be effective unless and until memorialized in a written change order signed by both parties.

2.4. **Subcontractors.** Bear Cloud Software may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor").

2.5. **Suspension or Termination of Services.** Bear Cloud Software may, directly or indirectly, suspend, terminate or otherwise deny Customer's, any Authorized User's or any other person's access to or use of all or any part of the Services or Bear Cloud Software Materials, without incurring any resulting obligation or liability, if: (a) Bear Cloud Software receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Bear Cloud Software to do so; or (b) Bear Cloud Software believes, in its sole discretion, that: (i) Customer or any Authorized User has failed to comply with, any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the terms of this Agreement; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities; or (iii) this Agreement expires or is terminated. This Section does not limit any of Bear Cloud Software's other rights or remedies, whether at law, in equity or under this Agreement.

3. **Authorization and Customer Restrictions.**

3.1. **Authorization.** Subject to and conditioned on Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement, Bear Cloud Software hereby authorizes Customer to access and use, during the Term, the Services and such Bear Cloud Software Materials as Bear Cloud Software may supply or make available to Customer solely for Customer's internal business operations, research, and educational purposes, by and through Authorized Users in accordance with the conditions and limitations set forth in this Agreement and Schedule B ("Permitted Use"). This authorization is non-exclusive and non-transferable.

3.2. **Reservation of Rights.** Nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Bear Cloud Software Materials or Third Party Materials, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Services, Bear Cloud Software Materials and the Third Party Materials are and will remain with Bear Cloud Software and the respective rights holders in the Third Party Materials.
3.3. **Authorization Limitations and Restrictions.** Customer shall not, and shall not permit any other person to, access or use the Services or Bear Cloud Software Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

a) copy, modify or create derivative works or improvements of the Services or Bear Cloud Software Materials;

b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or Bear Cloud Software Materials to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;

c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services or Bear Cloud Software Materials, in whole or in part;

d) bypass or breach any security device or protection used by the Services or Bear Cloud Software Materials or access or use the Services or Bear Cloud Software Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;

e) input, upload, transmit or otherwise provide to or through the Services or Bear Cloud Software Systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code ("Harmful Code");

f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services, Bear Cloud Software Systems or Bear Cloud Software's provision of services to any third party, in whole or in part;

g) remove, delete, alter or obscure any trademarks, specifications, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services or Bear Cloud Software Materials, including any copy thereof;

h) access or use the Services or Bear Cloud Software Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party or that violates any applicable law;

i) access or use the Services or Bear Cloud Software Materials for purposes of competitive analysis of the Services or Bear Cloud Software Materials, the development, provision or use of a competing software service or product or any other purpose that is to Bear Cloud Software's detriment or commercial disadvantage; or

j) otherwise access or use the Services or Bear Cloud Software Materials beyond the scope of the authorization granted herein.

4. **Customer Obligations.**

4.1. **Customer Systems and Cooperation.** Customer shall at all times during the Term: (a) set up, maintain and operate in good repair and in accordance with the terms of this Agreement all Customer Systems on or through which the Services are accessed or used; (b) provide all
cooperation and assistance as Bear Cloud Software may reasonably request to enable Bear Cloud Software to exercise its rights and perform its obligations under and in connection with this Agreement; and (c) provide Bear Cloud Software with the city property data necessary for implementation of the Licensed Software.

4.2. **Effect of Customer Failure or Delay.** Bear Cloud Software is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement.

4.3. **Corrective Action and Notice.** If Customer becomes aware of any actual or threatened activity prohibited by Section 3.3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Bear Cloud Software Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Bear Cloud Software of any such actual or threatened activity.

5. **Updates; Technical Support.**

5.1. **Updates.** During the Term, Bear Cloud Software may provide Customer with periodic error corrections, enhancements, improvements, or updates, including updated Documentation, that Bear Cloud Software may, in its sole discretion, make generally available to its customers at no additional charge ("Updates"). Updates do not include New Versions. All Updates, on being provided by Bear Cloud Software to Customer hereunder, are deemed Licensed Software subject to all applicable terms and conditions in this Agreement. Customer does not have any right hereunder to receive any New Versions of the Licensed Software that Bear Cloud Software may, in its sole discretion, release from time to time.

5.2. **Technical Support.** The Services include Bear Cloud Software’s standard technical support services, which include: (a) free technical support for all registered users of the then-current release of STR Helper and the previous release of Bear Cloud Software; and (b) any Updates provided by Bear Cloud Software during the Term ("Support Services"). Bear Cloud Software will make reasonable efforts to promptly respond to all installation and/or technical support inquiries and will respond to such inquiries within one business day.

6. **Security.**

6.1. **Bear Cloud Software Systems and Security Obligations.** Bear Cloud Software will employ security measures in accordance with its data privacy and security policy as amended from time to time, as available on the Bear Cloud Software Website ("Privacy Policy").

6.2. **Customer Control and Responsibility.** Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer’s information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services ("Customer Systems"); (d) the security and use of Customer’s and its Authorized Users’ Access Credentials; and (e) all access to and use of the Services and Bear Cloud Software Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users’ Access Credentials, with or without Customer’s knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.
6.3. **Access and Security.** Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Services.

7. **Fees; Payment Terms.**

7.1. **Fees.** Customer shall pay Bear Cloud Software the fees set forth in Schedule A ("Fees") in accordance with this Section.

7.2. **Fee Increases.** Bear Cloud Software may increase Fees after the first contract year of the Term, including any contract year of any Renewal Term, by providing written notice to Customer at least sixty (60) calendar days prior to the commencement of such Renewal Term, and Schedule A will be deemed amended accordingly.

7.3. **Taxes.** All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Bear Cloud Software's income.

7.4. **Payment.** All Fees and other amounts payable by Customer under this Agreement shall be paid by Customer within thirty (30) days after the date of the invoice therefor. Customer shall make all payments hereunder in US dollars. Customer shall make payments to the address or account specified in Schedule A or such other address or account as Bear Cloud Software may specify in writing from time to time.

7.5. **Late Payment.** If Customer fails to make any payment when due then, in addition to all other remedies that may be available, Bear Cloud Software may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.

7.6. **No Deductions or Setoffs.** All amounts payable to Bear Cloud Software under this Agreement shall be paid by Customer to Bear Cloud Software in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

8. **Intellectual Property Rights.**

8.1. **Services and Bear Cloud Software Materials.** All right, title and interest in and to the Services and Bear Cloud Software Materials, including all Intellectual Property Rights therein, are and will remain with Bear Cloud Software and the respective rights holders in the Third-Party Materials. Customer has no right, license or authorization with respect to any of the Services or Bear Cloud Software Materials (including Third-Party Materials) except as expressly set forth in Section 3.1 or the applicable third-party license. All other rights in and to the Services and Bear Cloud Software Materials (including Third-Party Materials) are expressly reserved by Bear Cloud Software and the respective third-party licensors. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Bear Cloud Software an assignment of all right, title and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

8.2. **Customer Data.** As between Customer and Bear Cloud Software, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all
8.3. **Consent to Use Customer Data.** Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data to Bear Cloud Software: (a) to perform the Services; (b) to enforce this Agreement and exercise Bear Cloud Software’s rights hereunder; and (c) to use for any lawful purpose.

8.4. **Consent to Use Customer Marks.** Customer hereby grants to Bear Cloud Software a worldwide, non-exclusive, non-transferable license to use, reproduce and display Customer’s name and logos in connection with: (a) Bear Cloud Software’s performance of its obligations hereunder; and (b) promotional and marketing purposes, including developing promotional press releases, case studies, reports, marketing materials, and using Customer’s name and logos in its lists of Bear Cloud Software’s current or former customers.

9. **Confidentiality.**

9.1. **Confidential Information.** In connection with this Agreement each party (as the “Disclosing Party”) may disclose or make available Confidential Information to the other party (as the “Receiving Party”). Subject to Section 9.2, “Confidential Information” means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as “confidential”. Without limiting the foregoing: all Bear Cloud Software Materials and the terms of this Agreement are the Confidential Information of Bear Cloud Software.

9.2. **Exclusions.** Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party’s or any of its representatives’ noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3. **Protection of Confidential Information.** As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

   a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

   b) except as may be permitted by and subject to its compliance with Section 9.4, not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party’s exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party’s obligations under this Section; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section;
c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and

d) ensure its representatives' compliance with, and be responsible and liable for any of its representatives' non-compliance with, the terms of this Section.

9.4. **Compelled Disclosures.** If the Receiving Party or any of its representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.3; and (b) provide reasonable assistance to the Disclosing Party, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

10. **Term and Termination.**

10.1. **Term.** The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of the Agreement’s express provisions, will continue in effect until twelve (12) months from such date (the "**Term**").

10.2. **Renewal.** This Agreement will automatically renew for successive twelve (12) month terms unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term (each a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").

10.3. **Retention of Customer Data.** At Customer's option and upon its written request, Bear Cloud Software will continue to retain the Customer Data for a period of no more than sixty (60) days after the effective date of expiration or termination, as applicable, provided that Customer pays in full all fees due Bear Cloud Software as of the effective date of such expiration or termination.

10.4. **Termination.** In addition to any other express termination right set forth elsewhere in this Agreement:

a) Bear Cloud Software may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any amount when due hereunder, and such failure continues more than five (5) days after Bear Cloud Software's delivery of written notice thereof.

b) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; and

c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency
law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

10.5. **Effect of Expiration or Termination.** Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

a) all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate;

b) Customer shall immediately cease all use of any Services or Bear Cloud Software Materials and (i) promptly return to Bear Cloud Software, or at Bear Cloud Software’s written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on any Bear Cloud Software Materials or Bear Cloud Software’s Confidential Information; and (ii) permanently erase all Bear Cloud Software Materials and Bear Cloud Software’s Confidential Information from all systems Customer directly or indirectly controls;

c) Bear Cloud Software may disable all Customer and Authorized User access to the Services and Bear Cloud Software Materials;

d) if Customer terminates this Agreement pursuant to Section 10.3(b), Customer will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and Bear Cloud Software will refund to Customer Fees paid in advance for Services that Bear Cloud Software has not performed as of the effective date of termination;

e) if Bear Cloud Software terminates this Agreement pursuant to Section 10.3(a) or Section 10.3(b), all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously-accrued but not yet paid Fees, on receipt of Bear Cloud Software’s invoice therefor.

10.6. **Surviving Terms.** The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Authorization Limitations and Restrictions, Confidentiality, Effect of Expiration or Termination, Surviving Terms, Representations and Warranties, Indemnification, Limitations of Liability and Miscellaneous.

11. **Representations and Warranties.**

11.1. **Mutual Representations and Warranties.** Each party represents and warrants to the other party that:

a) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;

b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement;
the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

d) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

11.2. Additional Bear Cloud Software Representations, Warranties and Covenants. Bear Cloud Software represents, warrants and covenants to Customer that Bear Cloud Software will: (a) perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement; and (b) exercise commercially reasonable efforts to ensure that the Services are available no less than 99.5% of the time.

11.3. Additional Customer Representations, Warranties and Covenants. Customer represents, warrants and covenants to Bear Cloud Software that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Bear Cloud Software and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable law.

11.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 11.1 AND 11.2, ALL SERVICES AND BEAR CLOUD SOFTWARE MATERIALS ARE PROVIDED "AS IS" AND BEAR CLOUD SOFTWARE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND BEAR CLOUD SOFTWARE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, BEAR CLOUD SOFTWARE MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR BEAR CLOUD SOFTWARE MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

12. Indemnification.

12.1. Bear Cloud Software Indemnification. Bear Cloud Software shall indemnify, defend and hold harmless Customer and Customer's officers, directors, employees, agents, permitted successors and permitted assigns (each, a "Customer Indemnitee") from and against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees (collectively, "Losses") incurred by such Customer Indemnitee arising out of or relating to any claim, suit, action or proceeding (each, an "Action") by a third party to the extent that such Losses arise from any allegation in such Action that Customer's use of the Services (excluding Customer Data and Third Party Materials) in compliance with this Agreement infringes a U.S. Intellectual Property Right. The foregoing obligation does not apply to any Action or Losses arising out of or relating to any:
a) access to or use of the Services or Bear Cloud Software Materials in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by Bear Cloud Software;

b) modification of the Services or Bear Cloud Software Materials other than: (i) by or on behalf of Bear Cloud Software; or (ii) with Bear Cloud Software’s written approval in accordance with Bear Cloud Software’s written specification;

c) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of Bear Cloud Software; or

d) act, omission or other matter described in Section 12.2 (Customer Indemnification), whether or not the same results in any Action against or Losses by any Bear Cloud Software Indemnitee.

12.2. Customer Indemnification. Customer shall indemnify, defend and hold harmless Bear Cloud Software and its Subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors and assigns (each, a "Bear Cloud Software Indemnitee") from and against any and all Losses incurred by such Bear Cloud Software Indemnitee in connection with any Action by a third party (other than an Affiliate of a Bear Cloud Software Indemnitee) that arise out of or relate to any:

a) Customer Data, including any processing of Customer Data by or on behalf of Bear Cloud Software in accordance with this Agreement;

b) any other materials or information (including any documents, data, specifications, software, content or technology) provided by or on behalf of Customer or any Authorized User, including Bear Cloud Software’s compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by Bear Cloud Software;

c) allegation of facts that, if true, would constitute Customer’s breach of any of its representations, warranties, covenants or obligations under this Agreement; or

d) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

12.3. Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification (the "Indemnitee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor’s sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnitee’s failure to perform any obligations under this Section will not relieve the Indemnitor of its obligations under this Section except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

12.4. Mitigation. If any of the Services or Bear Cloud Software Materials are, or in Bear Cloud Software’s opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer’s or any Authorized User’s use of the Services or Bear Cloud Software Materials is enjoined or threatened to be enjoined, Bear Cloud Software may, at its option and sole cost and expense:
a) obtain the right for Customer to continue to use the Services and Bear Cloud Software Materials materially as contemplated by this Agreement;

b) modify or replace the Services and Bear Cloud Software Materials, in whole or in part, to seek to make the Services and Bear Cloud Software Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and Bear Cloud Software Materials, as applicable, under this Agreement; or

c) by written notice to Customer, terminate this Agreement with respect to all or part of the Services and Bear Cloud Software Materials, and require Customer to immediately cease any use of the Services and Bear Cloud Software Materials or any specified part or feature thereof.

THIS SECTION SETS FORTH CUSTOMER’S SOLE REMEDIES AND BEAR CLOUD SOFTWARE’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND BEAR CLOUD SOFTWARE MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

13. Limitations of Liability.

13.1. EXCLUSION OF DAMAGES. IN NO EVENT WILL BEAR CLOUD SOFTWARE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (d) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13.2. CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF BEAR CLOUD SOFTWARE AND ITS LICENSORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED: (A) IF THE CUSTOMER LICENSED THE LICENSED SOFTWARE FROM BEAR CLOUD DIRECTLY, THE TOTAL AMOUNT OF FEES PAYABLE TO BEAR CLOUD SOFTWARE BY CUSTOMER IN THE SIX (6) MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM; OR (B) IF THE CUSTOMER LICENSED THE LICENSED SOFTWARE FROM AN AUTHORIZED RESSELLER, THE TOTAL AMOUNT OF FEES PAYABLE TO THE RESELLER BY CUSTOMER IN THE SIX (6) MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14. Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any payment obligation, when and to the extent such failure or delay is caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond such party’s reasonable control (a “Force Majeure Event”). Either party may terminate this Agreement if a Force
Majeure Event affecting the other party continues substantially uninterruptedly for a period of thirty (30) days or more.

15. Miscellaneous.

15.1. Further Assurances. Upon a party’s reasonable request, the other party shall, at the requesting party’s sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

15.2. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3. Notices. Except as otherwise expressly set forth in this Agreement, all notices, requests, consents, claims, demands, waivers and other communications under this Agreement have binding legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section):

If to Bear Cloud Software:
Address: [INSERT ADDRESS]
E-mail: [INSERT EMAIL]
Attention: [INSERT NAME AND TITLE OF OFFICER TO RECEIVE NOTICES]

If to Customer:
Address: 125 E. Center St., Moab, UT, 84532
E-mail: zlevine@grandcountyutah.net; egizler@grandcountyutah.net; cbaird@grandcountyutah.net
Attention: Zacharia Levine, Community & Economic Development Director; Elaine Gizler, Travel Council Director; Chris Baird, Clerk-Auditor

Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee’s normal business hours, and on the next business day, if sent after the addressee’s normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

15.4. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

15.5. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject
matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, attachments and appendices (other than an exception expressly set forth as such therein) and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its exhibits, schedules, attachments and appendices; (b) second, the exhibits, schedules, attachments and appendices to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

15.6. **Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Bear Cloud Software’s prior written consent. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

15.7. **No Third-party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

15.8. **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15.9. **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.10. **Governing Law; Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted in the federal courts of the United States or the courts of the State of Texas in each case located in the County of Travis, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party’s address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

15.11. **Waiver of Jury Trial.** Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
15.12. **Equitable Relief.** Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under the sections entitled Confidentiality; Authorization and Customer Restrictions; or Corrective Action and Notice; would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

15.13. **Attorneys’ Fees.** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and court costs from the non-prevailing party.

15.14. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**Bear Cloud Software**

By: [Signature]
Name: [Name]
Title: [Title]
Date: [Date]

**Customer**

By: [Signature]
Name: [Name]
Title: [Title]
Date: [Date]
## Schedule A

### FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Software Fee – January 1, 2019 to December 31, 2020</td>
<td>$2,500</td>
</tr>
<tr>
<td>Additional License</td>
<td>$300</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,800/yr.</strong></td>
</tr>
</tbody>
</table>
First Amendment to Bear Cloud Software SaaS Agreement

THIS FIRST AMENDMENT (the "Amendment") dated as of April 30, 2019 (the "Effective Date") hereby amends the Bear Cloud Software SaaS Agreement entered into as of April 30, 2018 (the "Agreement") between Bear Cloud Software LLC, a Delaware limited liability company ("BCS") and Grand County with a principal place of business at 125 E. Center Street, Moab, UT 84532 (the "Customer").

1. The Agreement has been extended for an additional year beginning on April 30, 2018, which shall automatically renew for further periods of one year upon each expiry of the then current term, unless either party provides written notice to the other party of its intention not to renew at least 45 days prior to the end of the then current term.

2. The notice address is hereby changed to:
   Bear Cloud Software/STR Helper
   c/o Host Compliance LLC
   1037 NE 65th Street #81158
   Seattle, WA 98115

3. The existing Schedule A to the Agreement is hereby replaced with the attached Schedule A.

4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

IN WITNESS WHEREOF BCS and the Customer have executed this Amendment as of the Effective Date.

<table>
<thead>
<tr>
<th>Grand County, UT by its authorized signatory:</th>
<th>Bear Cloud Software LLC by its authorized signatory:</th>
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</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name: Ulrik Binzer</td>
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<tr>
<td>Title:</td>
<td>Title: Chief Executive Officer</td>
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<tr>
<td>Date:</td>
<td>Date: 7/1/2019</td>
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<td>Billing Contact:</td>
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<td>Billing Email:</td>
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<td>Billing Direct Phone:</td>
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Address Identification
Monthly email-delivered report and live web-delivered dashboard with complete address information and screenshots of all identifiable STRs in Grand County’s jurisdiction:
- Up-to-date list of jurisdiction’s active STR listings
- High resolution screenshots of all active listings (captured weekly)
- Full address and contact information for all identifiable STRs in jurisdiction
- All available listing and contact information for non-identifiable STRs in jurisdiction

Total Annual Subscription Service Price for the term starting 4/30/2019 $4000
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<tr>
<th>Sunday</th>
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<tbody>
<tr>
<td></td>
<td>4:00PM Noxious Weed Control (Grand Center)</td>
<td>4:00PM County Council Meeting (Chambers)</td>
<td>4:00PM Noxious Weed Control (Grand Center)</td>
<td>1:00PM Independence Day</td>
<td>8:00AM County Offices Closed</td>
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<td>11:00AM Trail Mix (Grand Center)</td>
<td>2:00PM Conservation District (Hospital)</td>
<td>3:00PM Travel Council Advisory (Chambers)</td>
<td>5:00PM Planning Commission (Chambers)</td>
<td>5:30PM CHCSSD (Hospital)</td>
<td>10:00AM Historical Preservation Commission (Grand Center)</td>
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<tr>
<td>NACo Annual Conference • Clark County</td>
<td>4:00PM Thompson Springs Special Service Fire District Mtg (Chambers)</td>
<td>4:05PM County Council Meeting (Chambers)</td>
<td>1:00PM Watershed Partnership (Grand Center)</td>
<td>12:00PM Housing Authority of Southeastern Utah (City Chambers)</td>
<td>12:00PM Change in Form of Gov't - Study Committee (Chambers)</td>
<td>1:00PM Tax Task Force - UT Legislature - Public Hearing (Grand Center, Moab)</td>
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<td>2:45PM Mental Health Board (Four Corners) (Green River)</td>
<td>3:00PM Moab Tailings Project Steering Committee (Chambers)</td>
<td>5:00PM Health Board Meeting (Green River)</td>
<td>8:00AM County Offices Closed</td>
<td>12:00PM Change in Form of Gov't - Study Committee (Chambers)</td>
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<td>8:30AM Chamber of Commerce (Zions Bank)</td>
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<td>11:00AM Housing Task Force (Library)</td>
<td>12:00PM Annual Zions Municipal Conference (180 N. University Ave, Fl. 8, Provo, UT)</td>
<td>12:00PM Change in Form of Gov't - Study Committee (Chambers)</td>
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7/12/2019 8:16 AM
Bryony Chamberlain
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<td>8:30AM Chamber of Commerce (Zions Bank)</td>
<td>11:00AM Housing Task Force (Library)</td>
<td>12:00PM Change in Form of Gov’t - Study Committee (Chambers)</td>
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<td>9:00AM EMS SSD (EMS Training Center)</td>
<td>5:00PM Airport Board Meeting (Chambers)</td>
<td>1:00PM Annual Zions Municipal Conference (180 N. University Ave, Fl. 8, Provo, UT)</td>
<td>12:00PM Change in Form of Gov’t - Study Committee (Chambers)</td>
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<td>12:30PM Council on Aging (Grand Center)</td>
<td>4:00PM County Council Meeting (Chambers)</td>
<td>4:00PM Solid Waste Special Service District (District Office)</td>
<td>4:00PM Library Board (Library)</td>
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<td>12:00PM Change in Form of Gov’t - Study Committee (Chambers)</td>
<td>11:00AM Trail Mix (Grand Center)</td>
<td>1:00PM Homeless Coordinating Committee Meeting (Zions Bank)</td>
<td>12:00PM Planning Commission (Chambers)</td>
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<td>4:00PM Thompson Springs Special Service Fire District Mtg (Chambers)</td>
<td>5:30PM County Council Meeting (Chambers)</td>
<td>5:30PM Thompson Water District Board (Thompson Fire Station)</td>
<td>12:00PM Housing Authority of Southeastern Utah (City Chambers)</td>
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<td>5:00PM Planning Commission (Chambers)</td>
<td>8:30AM Chamber of Commerce (Zions Bank)</td>
<td>5:00PM OSTA Advisory Committee (OSTA Conf. Room)</td>
<td>5:00PM OSTA Advisory Committee (OSTA Conf. Room)</td>
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</tbody>
</table>
Employment Opportunities

**GCSO - Administrative Asst. for Sheriff's Office**
Posted July 9, 2019 8:00 AM | Closes July 23, 2019 5:00 PM
Must Complete Sheriff's Office Application Click Here to Download GENERAL PURPOSE Performs a variety of working level administrative support and technical...

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

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

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

**GCSO-Food Services Asst. Mgr.**
Posted January 30, 2019 8:00 AM | Closes July 31, 2019 5:00 PM
Must Complete Sheriff's Office Application Click Here to Download GENERAL PURPOSE Performs a variety of duties assisting with the day-to-day supervisory...

Full Description
MAKE A DIFFERENCE IN YOUR COMMUNITY
Become a Grand County Board or District Volunteer

Due Date: OPEN UNTIL FILLED

<table>
<thead>
<tr>
<th>COUNTY BOARD, COMMISSION AND COMMITTEE</th>
<th>VACANCIES</th>
<th>TERM EXPIRATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>The following Boards, Commissions &amp; committees currently have vacancies. Applicants must live in Grand County unless otherwise indicated, have the appropriate expertise when required by law, and agree to abide by the County’s Conflict of Interest Ordinance.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Budget Advisory Board</strong> (must be registered voter in Grand County with a demonstrated interest in, or professional knowledge of budgeting and finance)</td>
<td>1</td>
<td>12/31/2020</td>
</tr>
<tr>
<td><strong>Historical Preservation Commission</strong> (May reside in Grand, Emery or San Juan County; Must have a demonstrated interest or knowledge in historical preservation)</td>
<td>1</td>
<td>12/31/2022</td>
</tr>
<tr>
<td><strong>Housing Authority ofSoutheastern Utah</strong> (may reside in Grand or San Juan County)</td>
<td>1</td>
<td>12/31/2023</td>
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<tr>
<td><strong>Noxious Weed Control Board</strong></td>
<td>1</td>
<td>12/31/2021</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>DISTRICT BOARD</th>
<th>VACANCIES</th>
<th>TERM EXPIRATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Arches Special Service District</strong> (Must reside within the District)</td>
<td>2</td>
<td>12/31/2022</td>
</tr>
<tr>
<td><strong>Canyonlands Health Care Special Service District</strong></td>
<td>1</td>
<td>12/31/2020</td>
</tr>
<tr>
<td><strong>Thompson Springs Special Service Fire District</strong> (must reside within the District)</td>
<td>3</td>
<td>12/31/2023</td>
</tr>
<tr>
<td><strong>Transportation Special Service District</strong> (must reside in unincorporated Grand County)</td>
<td>1</td>
<td>12/31/2022</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>12/31/2019</td>
</tr>
</tbody>
</table>

Interested applicants shall complete the “Board, Commission, and Committee Certification and Application Form” available at www.grandcountyutah.net/pdf/BoardAppForm.pdf, or at the County Council’s Office. Completed applications may be emailed to council@grandcountyutah.net, or delivered to 125 E. Center Street. All new qualified applicants will be interviewed. The County Council will making appointments at a Regular Council Meeting upon a recommendation from Board, Commission, Committee or District Board. Board member responsibilities can be found at https://www.grandcountyutah.net/194/Boards-Commissions-Committees. For more information, please contact Bryony Hill at (435) 259-1346.
<table>
<thead>
<tr>
<th>Date</th>
<th>Event Name</th>
<th>Permit Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>JULY</td>
<td>NONE</td>
<td></td>
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<tr>
<td>AUGUST</td>
<td>8/26-9/12</td>
<td>Moab Music Festival</td>
</tr>
</tbody>
</table>


**AGENDA SUMMARY**

**GRAND COUNTY COUNCIL MEETING**

**JULY 16, 2019**

**Agenda Item: DD**

<table>
<thead>
<tr>
<th><strong>TITLE:</strong></th>
<th>Discussion on transition options for the expected vacancy of the Council Administrator position beginning in early 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FISCAL IMPACT:</strong></td>
<td>To be determined</td>
</tr>
<tr>
<td><strong>PRESENTER(S):</strong></td>
<td>Ruth Dillon, County Council Administrator</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

As previously announced, the Council Administrator position will be vacant starting early 2020 with the current Administrator’s retirement.

Recent legal and Clerk/Auditor review of election code and HB 224/state code found that county election of officials into the new form of government must take place at a county general election. Thus, while a recommended form of government and optional plan will be voted up or down in November 2020, the voting of candidates into the new form must wait until November 2022. (If the recommended form is voted down, then the default form will be a three-person commission.) Thus, the new yet-to-be-determined form of government will begin no earlier than January 1, 2023. This means there will be a county leadership gap between late February 2020, with the Administrator’s retirement and early 2023 with the new form; it is essential that plans are in place to close this 3-year gap, irrespective of the impending change of government because three years is too long to “bandaid” the gap.

The 2019 needs assessment indicated the need for an Assistant Council Administrator “by 2020” in order to “provide support and oversight” by “reducing the Administrator’s span of control from 1:14 to 1:6 or 1:7, which is more in line with typical practices.” The idea is to allow the Administrator to “focus more on strategic planning and visioning… and “provide an increase[d] level of service that has been mostly absent from the Council Administrator office.” See attached excerpt.

Attached are two 5-year timelines with options for discussion: One indicates a need to fund and hire an Administrator-in-Training right away for the opportunity of shadowing by the current Administrator, with budgeting (potentially) for the Assistant Administrator beginning 2020. A second option indicates a need to budget for the recommended new position of Assistant Council Administrator right away, similar to what occurred with Moab City’s leadership transition.

In closing, it is important to work with what is known—our current form of government, which is good to go until January 1, 2023. Voter approval or disapproval of the Study Committee’s soon-to-be-recommended form of government and optional plan, to include a transition plan, will be known following the November 2020 election.

**ATTACHMENT(S):**

1. Needs assessment excerpt
<table>
<thead>
<tr>
<th>Year</th>
<th>Event</th>
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</thead>
<tbody>
<tr>
<td>2019</td>
<td>Study Committee recommends new form of govt*</td>
</tr>
<tr>
<td></td>
<td>Council approves job description &amp; funding for Asst Council Administrator position per needs assessment</td>
</tr>
<tr>
<td></td>
<td>Recruit for Asst Administrator candidate who also has Administrator/strategic planning &amp; visioning strengths</td>
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<td></td>
<td>New hire shadowed by Ruth</td>
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<tr>
<td>2020</td>
<td>Shadowing</td>
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<td></td>
<td>Vacancy</td>
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<td></td>
<td>Asst Administrator promoted to Administrator; recruit for Asst Administrator</td>
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<td>OR</td>
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<td>Recruit for Administrator</td>
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<td></td>
<td>Council Office leadership is staffed up and supported</td>
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<tr>
<td>2021</td>
<td>Council Office leadership is staffed up and running</td>
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<tr>
<td>2022</td>
<td>Council Office leadership is staffed up and running</td>
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<tr>
<td></td>
<td>Electorate vote for candidates into new form of govt*</td>
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<tr>
<td>2023</td>
<td>New form begins; any transitions to be determined by new governing body as allowed per State Code</td>
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*to include Optional Plan
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<tr>
<th>Year</th>
<th>Jan</th>
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<td>Recruit Admin’r w/ strategic planning</td>
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<td>Vacancy</td>
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<td></td>
<td>If budgeted, Council approves job description for Asst Council Administrator position per needs assessment</td>
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<td>Recruit for Asst Administrator</td>
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<td>If not budgeted, Council Office leadership is partially staffed, yet supported</td>
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<td>New form begins; any transitions to be determined by new governing body as allowed per State Code</td>
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*to include Optional Plan
4. Council Administrator

The Council Administrator's Department is responsible for the oversight of all the non-elected County offices and services. The Council Administrator's department also provides support to the County Council and other elected officials as necessary.

1. Staffing Needs

The Council Administrator's Department is staffed by 2.5 FTE: a Council Administrator, Council Office Coordinator, and a part-time Council Office Assistant.

The Council Office Coordinator not only serves as the assistant to the Council Administrator in handling any day-to-day scheduling needs, but also provides assistance to the County Council, answers all phones and requests, and puts together the agenda packets. The workload for this position is based upon the number of individuals in the County Council and the Council Administrator's Department, which may change in the near future, depending on the new form of government voted in. With the recent addition of the part-time position, the Council Office Coordinator will be able to focus on their specific duties which is more about supporting the Council Administrator and the County Council, while the part-time Office Assistant can provide support to the residents and other County employees in regards to basic information and requests, and support putting together the agenda packets.

The Council Administrator has 14 direct reports. The direct reports are the twelve (12) non-elected County department heads, as well as the two (2) internal staff positions. The 14 direct reports results in a span of control that is 1:14, which is significantly higher than the 1:6 or 1:9 span of control that is typically observed for executive managerial positions. It is common for a county to have a Deputy or Assistant Council Administrator position. The Deputy Council Administrator position would then directly oversee some of the Department heads, reducing the Administrator's span of control from 1:14 to 1:6 or 1:7, which is more in line with typical practices.

The goal of the Council Administrator is to be the executor of the policy and legislative direction provided by the County Council. In order for the Council Administrator to appropriately fulfill that goal, the position needs the ability to delegate some of the responsibilities of day-to-day administration to a Deputy or Assistant Council Administrator. The Deputy or Assistant Council Administrator would be primarily tasked with overseeing the day to day operation of the County, while the Council Administrator may focus more on strategic planning and visioning. With the Council Administrator focusing their efforts on strategic planning and the Deputy focusing on daily operations, this will provide an increase level of service that has been mostly absent from the Council Administrator office. This recommended approach will provide additional support to both County Council, county operation and citizens.
Therefore, it is the project team's recommendation that a Deputy or Assistant Council Administrator position be added to the Council Administrator department in 2020. This should be a full-time position, and the focus of this position should not only be to directly manage approximately half of the County’s Departments, but to also oversee many of the day-to-day operations of the County, enabling the Council Administrator to focus on the high level strategic priorities of the Council and the County.

Recommendation:

By 2020, a full-time Deputy or Assistant Council Administrator position should be added to the Council Administrator’s Department to provide support and oversight.
MEMORANDUM

To: Grand County Council
From: Zacharia Levine, CED Director
Date: July 15, 2019
RE: Status of High Density Housing Overlay (HDHO) Applications and Discussion of Unit-based Sunset Clause

I was asked to provide a summary of current applications for the High Density Housing Overlay (HDHO).

As of July 15, 2019, one Applicant has received approval for a HOH Overlay and Development (40 unit subdivision with 32 HDHO Lots/Units). Council will vote on a second application Tuesday, July 16, 2019 (2 unit subdivision with 2 HDHO Lots/Units). The planning commission voted to recommend approval of a third HDHO Overlay and Development, which is set to be reviewed by the county council in a public hearing on August 6, 2019 (226 unit development with 181 HDHO Lots/Units). Our office has received two additional yet incomplete applications currently under review (145 units total with 116 HDHO Lots/Units). Taken together, all of the above applications amount to 413 lots/units in total and 330 HDHO Lots/Units, which exceeds the 300 HDHO Lot/Unit cap included in Section 4.7 High Density Housing Overlay Districts (See attached spreadsheet).

In recent weeks, my office has fielded many inquiries from property owners, potential property purchasers, and developers seeking clarity on the standards of development within the HDHO Districts and additional information on the likelihood of Council revisiting the unit-based sunset clause within the HDHO ordinance. Two inquirers have expressed serious interest in developing a 40 unit and 10 unit HDHO Development, respectively, but neither has submitted an application.

Although not utilizing the HDHO incentives, the Moab Area Community Land Trust is seeking a 20% bonus density through the Planned Unit Development ordinance (Section 4.4). If granted, the Arroyo Crossing development will provide 300 units of deed restricted (income and maximum resale price) housing, with 248 units proposed for construction during the first phase.

I was not asked to provide an accounting of vested but unbuilt lots or units in unrestricted subdivisions throughout the County. That number could be relevant to the Council’s discussion on future subdivision or site plan approvals.

I was also asked to provide some thoughts on the unit-based sunset clause.

My office has fielded a lot of questions from people who have heard that 300 HDHO Lots/Units have already been allocated/approved rendering the HDHO ordinance unusable. We have told all interested
parties that our office is still accepting applications and that, to this point, only 32 HDHO Lots/Units have been approved. We have communicated that we expect two additional HDHO Lots/Units will be approved on July 16, 2019 and that the Planning Commission has recommended approval for an additional 181 HDHO Lots/Units. Until 300 HDHO Lots/Units have been approved, we will continue accepting and process overlay requests. However, because of the lag time between submissions and legislative actions by the Council, it is possible the County could encounter a situation where 300 HDHO Lots/Units have been approved with some applications in the pipeline. Without any certainty about applications that are “further along the pipeline,” the best we can do for inquirers is to share with them the current status of other applications in relation to the unit-based sunset clause in the ordinance.

**Council may want to provide direction to staff as to how it should handle inquiries or potential application submissions as the County approaches the 300 unit cap.**

In considering whether or not to increase the unit-based sunset clause, I think the Council should consider at least the bulleted items below. This is not an exhaustive list as I have not had time to fully process the request, but it is a reasonable start.

- The 2017 Housing Plan projects a need for 316 more housing units by 2020 and 1,024 by 2030. It also noted that at least 1,000 households are currently severely cost-burdened, which means they spend more than 50% of their gross income on housing, which is deemed unsustainable.
- Even if 300 HDHO Lots/Units are approved in 2019, we will not see all those units come online by 2020. Each year that passes puts Grand County behind its target for new, primary residential housing.
- Grand County continues to see greater job creation than housing construction. In 2018, 242 new jobs were created, but fewer than 60 new primary residences were built. To sustain economic growth, and to have ANY chance at achieving economic diversification, we need more housing for people who live and work in Grand County.
- Council could/should consider additional performance standards for new development to address concerns regarding natural resources and infrastructure capacity. For example, the Arroyo Crossing development is aiming to have all or almost all units connected to greywater reuse systems, and the Land Trust will partner with GWSSA, the Health Department, and others to make sure their project is innovative and water-efficient.
  - Natural resource limitations exist; there is a limit to growth. Grand County is still working with a lot of uncertainty regarding water resources.
  - Public infrastructure is still a concern. Although new development is required to “pay for itself” by constructing the capital improvements needed for the overall infrastructure system to serve it, we are starting from a place of “existing deficiencies.” Nevertheless, Grand County is making important strides in some key areas, notably, active transportation infrastructure (SVD pathway) and water and sewer upgrades.
- Growth management still demands some attention by local leaders and citizens. In my observation, the HDHO sunset clause was established as a “release valve” or “growth management” mechanism for residents concerned about the rate of growth and neighborhood
change. Citizens raised many valid concerns regarding infill development. While I still support the HDHO Districts as a positive, beneficial, and effective infill development strategy, I acknowledge that Council “negotiated” with the development community and public in order to adopt the policy. Before increasing the unit cap, I advise Council to think about its approach to engaging (and AT LEAST informing) the public of its decision-making logic.

Lastly, my staff have also received questions and comments from people who are seeing real estate listings that intentionally or unintentionally communicate the development densities associated with the HDHO Districts as near certainties, rather than as uncertain legislative decisions/outcomes. At an unrelated workshop on Friday, July 12, 2019, Councilman Wells also noted seeing and hearing this. In response, Councilman Morse indicated that it is a realtor’s fiduciary responsibility to accurately disclose zoning and development rights to clients they represent. I have not looked into this issue in-depth and do not think anyone (Councilman Wells or Morse included) are discussing it in order to place blame. However, we should acknowledge there is a need for additional education regarding the HDHO.

Should Council have any additional questions regarding these matters, I can be available during the scheduled discussion on July 16, 2019.

Regards,

Zacharia Levine
Community and Economic Development Director
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<th># of HDHO Units</th>
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<td>1248 S. Hwy. 191</td>
<td>226</td>
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<td>Peak View Subdivision</td>
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<td>Murphy Flats</td>
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<td><strong>Total</strong></td>
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<td><strong>413</strong></td>
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**Inquiries**

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<td>Brian Hayes</td>
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<td>Desert Drive</td>
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<tr>
<td>Community Rebuilds</td>
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<tr>
<td>George Smith</td>
<td>&lt;40</td>
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Directions: To request inclusion on the Council agenda, complete this Agenda Summary form by following the instructions (in red) within the form. Email completed form and any attachments to council@grandcountyutah.net no later than 5:00 p.m. the Wednesday before the requested Council Meeting (meetings are held the first & third Tuesday of every month at 4:00 p.m. Contact: Bryony Hill, Council Office Coordinator, at (435) 259-1346.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
(JULY 16, 2019)
Agenda Item: P.2.

| TITLE: | A Resolution to Initiate Proceedings to Amend Section 4.6 of the Grand County Land Use Code to Integrate Mixed Use and Design Standards Applicable to OA Developments |
| FISCAL IMPACT: | N/A |
| PRESENTER(S): | Christina Sloan, County Attorney |

RECOMMENDATION:
I move to adopt the proposed Resolution to Initiate Proceedings to Amend Section 4.6 of the Grand County Land Use Code to Integrate Mixed Use and Design Standards Applicable to OA Developments and authorize the Chair to sign all associated documents.

BACKGROUND:
Utah Code § 17-27a-508(1) permits Grand County to deny approval of a land use application submitted within one hundred and eighty (180) days of initiation of proceedings to amend applicable land use regulations.

Grand County is studying mixed use and design (form and performance-based) standards applicable to new OA developments and expansions/redevelopments of existing OA developments (the “Standards”) to integrate into Section 4.6 of the LUC, which standards Grand County was unable to finalize prior to adoption of the recent ordinance to revise OA use rights in Section 3.1 and 4.6.

This Resolution initiates proceedings to amend Section 4.6 of the LUC to integrate mixed use and design (form and performance-based) standards applicable to new OA developments and expansions/redevelopments of existing OA developments.

ATTACHMENT(S):
Proposed Resolution
GRAND COUNTY, UTAH
RESOLUTION NO. _______, SERIES 2019

A RESOLUTION TO INITIATE PROCEEDINGS TO AMEND SECTION 4.6 OF THE GRAND COUNTY LAND USE CODE TO INTEGRATE MIXED USE AND DESIGN STANDARDS APPLICABLE TO OA DEVELOPMENTS

WHEREAS, Title 17 Chapter 27a of the Utah Code authorizes Grand County to enact ordinances, resolutions, and rules and to enter into other forms of land use controls and development agreements that the County considers necessary or appropriate for the use and development of land within the unincorporated area of Grand County;

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 (“LUC”) on January 4, 1999 with Ordinance No. 299, as amended;

WHEREAS, the County Council adopted Ordinance No. _____ on July 16, 2019 which revised Overnight Accommodations (“OA”) use rights in Sections 3.1.D and 4.6 of the LUC to address certain community issues and impacts caused or exacerbated by OA developments as stated in the Recitals of the Ordinance, which Recitals are integrated herein through this reference;

WHEREAS, Grand County is studying mixed use and design (form and performance-based) standards applicable to new OA developments and expansions/redevelopments of existing OA developments (the “Standards”) to integrate into Section 4.6 of the LUC, which standards Grand County was unable to finalize prior to adoption of Ordinance No. _____;

WHEREAS, Utah Code § 17-27a-508(1) permits Grand County to deny approval of a land use application submitted within one hundred and eighty (180) days of initiation of proceedings to amend applicable land use regulations; and

WHEREAS, Grand County finds that compelling, countervailing public interests, as set forth in the Recitals of Ordinance No. _____, prohibit the approval of new OA developments or expansions/redevelopments of existing OA developments prior to adoption of the Standards.

NOW, THEREFORE BE IT RESOLVED that Grand County does hereby:

Initiate proceedings to amend Section 4.6 of the LUC to integrate mixed use and design (form and performance-based) standards applicable to new OA developments and expansions/redevelopments of existing OA developments.
APPROVED by Grand County Council in a regular public meeting on July 16, 2019 by the following vote:

Those voting aye: 

Those voting nay: 

Those absent: 

ATTEST: GRAND COUNTY COUNCIL

_________________________  ____________________________
Chris Baird, Clerk/Auditor  Evan Clapper, Chair
July 16, 2019

Dear Representative Albrecht,

The Grand County Council received your letter dated July 5, 2019. We greatly appreciate your interest in matters of critical importance to the health and well-being of Grand County’s citizens, economy, and landscape. We aim to provide you additional context and justification for the legislative actions taken by the Grand County Council via Ordinance ___ to revise Overnight Accommodations (OA) use rights contained in Sections 3.1.D and 4.6 of the Grand County Land Use Code. With a fuller understanding of the current development milieu in Grand County (caused, at least in part, by our statutory obligations to spend Transient Room Tax on advertising), the actual ordinance we have just adopted, and our longer-term view on planning and growth in the greater Moab Area, we hope you will support our efforts to do what is best for the citizens we represent.

As further explained below, the Grand County Council does not take this action lightly. We have been compelled to enact changes to our land use code that affect some use rights on some commercial properties (and the process they must follow to develop new OAs) due to serious community and economic impacts driven by tourism growth, including but not limited to:

- Rapid growth in visitation that has led to crowding and degradation of assets that draw visitors:
  - Between 2010 and 2018 visitation to Arches National Park and Canyonlands National Park increased 60.1% and 58.9%, respectively, with Arches NP and Canyonlands NP reporting 1,663,557 and 739,449 recreational visits, respectively, totaling 2,403,006 recreational visits in 2018¹;
- Stifled economic diversification because OAs outcompete all other land uses in commercial zone districts:
  - In recent years, Grand County has received 48 permit applications for new construction of OA developments and 5 permit applications for new construction of other commercial uses amounting to a ratio of 9.6 to 1;
  - Many local entrepreneurs and small business owners have reported severe challenges finding spaces to start or expand operations let alone affordable rents or purchase prices due to competition with OAs;
- Lower-wage employment and additional demand for below market rate housing created by service jobs required to staff OAs:

¹ National Park Service
Grand County funded a series of economic studies that verified the nexus between OA development and increased demand for affordable housing;

The County’s 2017 Affordable Housing Plan identified that roughly 1,000 households spend more than 30% of their income on housing costs with roughly 450 spending more than 50% of their income on housing costs;

Increased land and housing costs, without a proportionate increase in wages, primarily driven by the value of OAs:

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

Insecure water availability and reliability in the Colorado Plateau, which is likely to diminish in the coming decades given Grand County’s delicate and fragile desert ecosystem and reputable climate projections:

- The United States Geological Survey is finalizing a draft report that includes findings from a recently completed multiyear groundwater study of the Moab Area Watershed, which found that safe yield for the Area is less than previously estimated (11-13,000 acre-feet per year rather than 18-22,000 acre-feet per year). Grand County anticipates the need for a multi-agency, intergovernmental groundwater management plan.

Overloaded infrastructure and public service providers, which stress is caused by rapid growth in visitation:

- Non-residents have accounted for an average of 43% of calls to our Emergency Medical Services agency (EMS) since 2012, and non-residents account for a disproportionate share of EMS financial losses due to unremitting bills;

- In 2017, calls from non-resident patients resulted in $317,118 of loss, not including employee wages, benefits or liability insurance;

- A recent transportation study found that during a typical Friday in the month of May roughly 2,300 vehicles pass through downtown Moab during a peak hour (8:00 a.m. to 9:00 a.m. or 4:00 p.m. to 5:00 p.m.), and projections for the year 2030 suggest that number will increase to 2,750 vehicles per peak hour;

- The current and projected traffic volumes have resulted in lower levels of service, longer travel times through Spanish Valley, safety concerns for different user groups, and a diminished experience of downtown Moab for pedestrians and drivers;

Substantial Grand County budget impacts related to the impacts of tourism growth, which cannot be fully mitigated given the restrictions under Utah’s TRT law:

- Grand County budgets for law enforcement, search and rescue, and emergency medical services, increased forty-six percent (46%) between 2015 and 2019,

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2 Utah Association of Realtors
3 Department of Workforce Services
4 Grand County EMS
5 Fehr and Peers 2018
fifteen (15%) between 2014 and 2018, and one hundred thirty percent (130%) between 2014 and 2018, respectively, as a result, at least in part, of increased tourism impacts;

- The City of Moab recently constructed a roughly $10 million regional wastewater treatment facility in order to handle the increased loading and effluent mix resulting from increased Overnight Accommodations, service populations, and pit toilets in campgrounds; of course, all rate payers in Grand County absorb a portion of such capital costs; and

- Changing character of the greater Moab Area that diminishes quality of life for our citizens, such as noise, congestion, air pollution, and fugitive dust, which largely cannot be cured by local regulation:

  - In recent years, we have seen an escalation in the number and severity of citizen concerns related to OA development. A recent citizen petition gathered more than 600 signatures (roughly 10% of our registered voters) over the course of a weekend—the petition asked us to enact more effective growth management policies.

Keep in mind that Grand County has 40% more OA units (4,525) than it does primary residential units (3,240). In addition, OA development projects that are vested but unbuilt as of today will produce at least an additional 1,600 OA units resulting in a 38% increase for a total number of OA units of 6,245 units, nearly double the number of primary residential units.

We have conducted a lengthy and in-depth public engagement process to gauge citizens’ desires for future development in Grand County. We have completed a significant amount of research into current market trends and policy best practices. This body has approached the task at hand with the utmost concern for and commitment to our citizens’ best interests, and we have determined the appropriate action, at this time, is to require that OA developers seek legislative approval for the right to develop new OAs. Such a requirement is not unique to OAs or Grand County. In fact, it is quite common for Utah jurisdictions to require legislative review and approval of certain land uses that create extraordinary impacts on infrastructure, public services, community character, and quality of life.

To be clear, Ordinance No. ___ does not result in an outright ban on OAs in Grand County. In fact, we have added protections for existing and vested OA developments through the creation of Overlay Districts. The Overnight Accommodations Overlay (OAO) Districts also set forth the process and standards for properties not currently included in an OAO District to seek inclusion in one. Once again, we feel that our best chance for achieving a more balanced and complete economy depends on our ability to regulate the rate and volume of growth in OA developments relative to other necessary and beneficial land uses.

You have said on numerous occasions that local elected officials are the most informed on local issues and best suited to respond with planning and policy efforts. We agree. In considering Ordinance No. ___, our Councilmembers not only considered the impacts above, they also relied on their own experience and knowledge regarding the essence and character of the greater Moab community; concentration of OAs over other commercial businesses in the County; road
conditions and traffic circulation problems which have become increasingly congested in recent years due to historically high short-term visitation and the lack of public or alternative transportation; utility and infrastructure capacity which has not adequately expanded with the growth in OAs; excessive noise and air pollution which may not be cured with local regulation; and housing prices which have escalated in comparison to wages.

While a difficult decision, we are confident that Ordinance No. ___ is in the best interest of our community and economy as a whole. We also acknowledge that we have a lot of work to do going forward to ensure our local land use regulations continue to reflect a balance between market conditions and community development goals. We respectfully ask that you support our efforts as well as our legislative authority to create policies intended to achieve such balance. Should you want to learn more about these issues, we welcome your in-person engagement. Please let us know if you would like to schedule a visit.

In appreciation of your service and representation,

The Grand County Council

Evan Clapper, Chair
State of Utah

Community Wildfire Preparedness Plan
For the Wildland – Urban Interface

Grand County Service Area for Castle Valley Fire Protection
(Castle Valley Fire District)
### Declaration and Concurrence Page

This list needs to be customized to the individual plan. Provide the names and affiliations of all cooperators. This page will then be signed after all cooperators have reviewed the plan and concur with its contents.

<table>
<thead>
<tr>
<th>Name</th>
<th>Affiliation</th>
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<tbody>
<tr>
<td>Bob Lippman</td>
<td>Firefighter, Community Member/Homeowner</td>
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<tr>
<td>Ron Mengel</td>
<td>Firefighter, Community Member/Homeowner</td>
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<td>Leta Vaughn</td>
<td>Fire Commission, Firefighter, Community Member/Homeowner</td>
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<tr>
<td>Ron Drake</td>
<td>Castle Valley Fire Chief, homeowner, media representative (Times Independent)</td>
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<tr>
<td>Signature</td>
<td>July 2, 2019</td>
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<tr>
<td>Jazmine Duncan</td>
<td>Mayor of The Town of Castle Valley, Firefighter, Homeowner</td>
</tr>
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<td>Signature</td>
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Declaration and Concurrence Page, continued

Rick Bailey
NAME

Grand County Emergency Manager
AFFILIATION
7 July 2019
DATE

Greg Halliday
NAME

Grand County Council Member, Firefighter, Homeowner
AFFILIATION
3 July 2019
DATE

Bruce Jenkins
NAME

State Fire Warden
AFFILIATION
7/10/19
DATE

Jason Johnson
NAME

FFSL
AFFILIATION
7/10/2019
DATE

Steve White
NAME

Grand County Sheriff
AFFILIATION
7/19/19
DATE
INTRODUCTION

Over 600 of Utah’s communities have been classified as “at risk” of wildfire. The safety of the citizens of any community and the protection of private property and community infrastructure is a shared responsibility between the citizens; the owner, developer or association; and the local, county, state and federal governments. The primary responsibility, however, remains with the local government and the citizen/owner.

The purpose of wildfire preparedness planning is to...
- Motivate and empower local government, communities, and property owners to organize, plan, and take action on issues impacting the safety and resilience of values at risk
- Enhance levels of fire resilience and protection to the communities and infrastructure
- Identify the threat of wildland fires in the area
- Identify strategies to reduce the risks to structures, infrastructure and commerce in the community during a wildfire
- Identify wildfire hazards, education, and mitigation actions needed to reduce risk
- Transfer practical knowledge through collaboration between stakeholders toward common goals and objectives

Outcomes of wildfire preparedness planning...
- Facilitate organization of sustainable efforts to guide planning and implementation of actions:
  1. Fire adapted communities  
  2. Resilient landscapes  
  3. Safe and effective fire response
- Improve community safety through:
  - Coordination and collaboration
  - Public awareness and education
  - Firefighter training
  - Fuel modification
  - Improved fire response capabilities
  - Fire prevention
  - Development of long-term strategies

RESOURCES

For resources to complete a wildfire preparedness plan for your community, consider organizations such as the following:

- Local / Primary fire protection provider
- Local Resource, Conservation and Development Districts
- Utah Division of Forestry, Fire and State Lands
- Utah State Fire Marshal (Dept. of Public Safety)
- Utah Division of Emergency Management
- Utah Living With Fire
- Local fire agencies
- Local emergency management services
- USDA Forest Service
- U.S. Department of Interior Agencies
- Utah Resource Conservation Districts
- Utah Soil Conservation Districts
The Utah Legislature is developing a solution to tax issues that affect the state’s budget. The Legislature formed a Tax Task Force Subcommittee to study the issues, collect local input from potentially affected communities, and use that input to develop a tax reform solution to present back to state lawmakers for a decision.

The Utah Legislature has chosen Moab as one of only eight locations throughout the state for a Tax Task Force Public Hearing. This will be an open forum to discuss state tax reform and other state tax policy issues directly with the Tax Task Force Subcommittee.

Please attend – Community participation is crucial! Feedback from Moab residents and businesses will help the Legislature develop solutions to the tax issues facing the State.

Open House/Public Hearing:
When: Saturday, July 20, 2019, 1 p.m.
Where: The Grand Center, 182 North 500 West

Why does tax reform around the state matter to Moab City and our Community?
• Because of the high tourist visitation to our town, Moab City is designated as a Resort Community by the state of Utah, which enables us to collect a Resort Community Sales Tax.
• The City of Moab relies heavily on sales-based taxes for about 81% of our General Fund Revenue.
• Tax reform could cause “ripple effects” in our resort community by restructuring how Moab City receives operating funding, or by reducing our sales-based tax revenue.
• The state is trying to minimize any “ripple effects” to local governments by gathering input at these regional public hearings.

Please attend this very important meeting to share your questions and ideas about State tax reform/tax policy.
For more information visit moabcity.org/taxes.

Questions? Email communication@moabcity.org or call us at 435-259-5121.