AGENDA
Tuesday December 3, 2019

3:00 p.m.  Grand County Municipal Building Authority Meeting (see separate meeting agenda)

4:00 p.m.

- Call to Order
- Pledge of Allegiance
- Approval of Minutes (Chris Baird, Clerk/Auditor)
  A. September 20, 2019 (Joint County Council Emergency Meeting with Moab Area Travel Council Advisory Board), Postponed from October 1, 2019
  B. October 2, 2019 (Joint County Council Meeting with Planning Commission), Postponed from October 15, 2019
  C. October 8, 2019 (Joint County Council Meeting with Grand County Elected Officials, Moab City Council, Castle Valley Town Council, and Mayors), Postponed from October 8, 2019
  D. October 29, 2019 (Joint County Council Meeting with Planning Commission), Postponed from November 6, 2019
  E. November 6, 2019 (County Council Meeting), Postponed from November 19, 2019
  F. November 13, 2019 (County Council Special Meeting), Postponed from November 19, 2019
  G. November 19, 2019 (County Council Meeting)
  H. November 21, 2019 (County Council Special Meeting)

- Ratification of Payment of Bills
- Council Member Disclosures
- General Council Reports and Future Considerations
- Elected Official Reports
- Council Administrator Report
- Department Reports
- Agency Reports
- Citizens to Be Heard
- Presentations (none)

- General Business- Action Items- Discussion and Consideration of:
  I. Approving 1) re-authorization of demolition of house on the county-owned property at 180 East 100 North, and 2) emergency purchase of a custom modular office building to relocate the offices of Sand Flats and Active Transportation & Trails onto this property (Andrea Brand, Director, Sand Flats Recreation Area and Madeline Logowitz, Manager, Active Transportation & Trails Division)
  J. Adopting proposed ordinance establishing the Grand County Consolidated Fee Schedule and repealing and replacing Ordinance No. 596 (Ruth Dillon, Council Administrator)
  K. Approving proposed resolution, pending legal review, adopting the goal of countywide 100% renewable electricity by 2030 (Zacharia Levine, Community & Economic Development Director)
Consent Agenda- Action Items
L. Approving proposed agreement with Zunich Bros. Mechanical for toilet pumping and cleaning services at Sand Flats Recreation Area
M. Approving State of Utah DAS/DFCM Legislative Pass-Through Funding agreement for the Grand County USU Extension
N. Approving proposed grant application to the Department of Energy for reimbursement of Grand County’s Moab UMTRA (Uranium Mill Tailings Remedial Action) Project related expenses in the amount of $214,209 from January 14, 2020 to January 13, 2025
O. Adopting proposed resolution approving the Watchman Estates Subdivision final acceptance bond release

Discussion Items
P. Discussion on calendar items and public notices (Bryony Hill, Council Office Coordinator)
Q. Discussion on Overnight Accommodations Overlay (OAO) eligibility districts (Zacharia Levine, Community & Economic Development Director)
R. Discussion on Intergenerational Poverty in Grand County along with possible partnerships, collaboration, and projects (Council Member Hawks)

Public Hearings- Possible Action Items
S. Public Hearing to hear public comment on an application for High Density Housing Overlay (HDHO-10) located at 3827 and 3859 Spanish Valley Drive to facilitate the Tierra Fuego HDHO Development Plan (Zacharia Levine, Community and Economic Development Director)
T. Public Hearing to hear public comment on proposed ordinance amending the Grand County Ordinances to include Title 17 – Use of Public Lands (Andrea Brand, Director, Sand Flats Recreation Area and Sheriff White)
U. Public Hearing to hear public comment on proposed ordinance designating one-way travel on Fins and Things 4x4 Trail and daytime hours restrictions on the southern 2.5 miles of Fins and Things 4x4 Trail, located in Sand Flats Recreation Area (Andrea Brand, Director, Sand Flats Recreation Area and Sheriff White)
V. Public Hearing to hear public comment on proposed ordinance replacing reserved title 11 of the Grand County Ordinances with Title 11 – Noise (Christina Sloan, County Attorney)

Recess for Budget Public Hearings (see separate meeting agenda)

6:00 p.m.
Grand County - Budget Public Hearings (see separate meeting agenda)
Thompson Springs Special Service Fire District Board – Budget Public Hearings (see separate meeting agenda)

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.
GRAND COUNTY
COUNTY COUNCIL MEETING
DECEMBER 3, 2019

TITLE: Approving 1) re-authorization of demolition of house on the county-owned property at 180 East 100 North and 2) emergency purchase of a custom modular office building to relocate the offices of Sand Flats and Active Transportation & Trails onto this property

FISCAL IMPACT: Up to $200,000 (SFRA budgeted for capital improvements in 2020)

PRESENTER: Andrea Brand, Director, Sand Flats Recreation Area and Maddie Logowitz, Manager, Grand County Active Transportation and Trails Division.

RECOMMENDATION:
I move to approve the 1) re-authorization of demolition of house on the county-owned property at 180 East 100 North and 2) emergency purchase of a custom modular office building to relocate the offices of Sand Flats and Active Transportation & Trails onto this property, and authorize the Chair to sign all associated documents.

BACKGROUND:
The Sand Flats Recreation Area along with Grand County Active Trails and Transportation will need to relocate their offices by February 2020 and before the demolition of the Grand County-owned Civic Center Building on 520 East 100 North where their office currently reside. Since learning of this possibility approximately one month ago, the SFRA Director has researched options for a new location. The SFRA Stewardship Committee and the BLM support Sand Flats office and yard operations relocating to this property.

At prior County Council November 4th and December 15th, 2015, Grand County Council approved permitting SFRA office and yard operations to be moved before January 1, 2016 on a temporary basis through 2016 to the County owned property located at 180 East 100 North. SFRA property but did not move office in 2016 because office space was found at the Civic Center building and because the Council only granted SFRA use of the area through 2016. This was before the jail expansion and some Council members were concerned that this location might be needed for the jail.

Outbuildings were torn down in November, 2015 at a cost of $2,400 for SFRA yard operations to move onto the property with sheds and supplies. SFRA gated and fenced the yard, capped a well found on the property, restored power to the property and had the house inspected for asbestos spending approximately $10,000 for these efforts.

Update: SFRA has 2 written estimates for demo of house for under $10,000. ServiceMaster Restoration & Cleaning Service, of Price, Utah sampled house for asbestos. Asbestos was found but not “friable” so a local contractor can come in and demo the house and the debris can be put
in the local landfill. Demolition work could be performed as early as January, 2020.

SFRA budgeted $200,000 in the 2020 budget for SFRA office relocation. SFRA has good estimates of costs for improvements. SFRA is prepared to work through the process with Grand County Council to purchase an office modular and build a carport on this property.

SFRA permitted to move onto the County-owned property at 180 East 100 North and using SFRA enterprise fund to pay for demolition of house and purchase of office modular would be a benefit to the County and solve office space issues for both SFRA and Active Transportation and Trails.

ATTACHMENTS:
Modular
2015 Council Minutes
Purchasing Policy
The Grand County Council met in regular session on the above date in the Council Chambers of the Grand County Courthouse located at 125 East Center Street, Moab, Utah. Chairman Elizabeth Tubbs called the Council meeting to order at 4:02 p.m. In attendance were Council Members Elizabeth Tubbs, Chris Baird, Jaylyn Hawks, Lynn Jackson, Rory Paxman, Ken Ballantyne, and Mary McGann along with Grand County Clerk/Auditor Diana Carroll and Council Administrator Ruth Dillon. The Pledge of Allegiance was led by Andrea Brand, Sand Flats Recreation Area Manager, during the Municipal Building Authority Meeting.

Approval of Minutes (Diana Carroll, Clerk/Auditor)
A. December 1, 2015 (County Council Meeting)
MOTION: Motion by Council Member Chris Baird to approve the minutes of the December 1, 2015 County Meeting with the recommended changes. Motion seconded by Council Member Mary McGann carried 7 – 0.

Ratification of Payment of Bills
MOTION: Motion by Council Member Chris Baird to approve payment of bills presented in the amount of $566,456.70. Accounts payable check numbers 90411 - 90585 totaling $390,067.80 and payroll in the amount of $380,067.80 confirming all bills presented were within budgeted appropriations. Motion seconded by Council Member Rory Paxman carried 7 - 0 by roll-call vote.

Council Administrator Report
Ruth Dillon attended a meeting with Joe Spencer and others regarding the Utah Finance Authority.

Presentations
B. Presentation on Museum of Moab (John Foster, Director)
Presentation cancelled.

Discussion Items
C. Update and Discussion on Sand Flats Office Relocation (Andrea Brand, SFRA Director)
Sand Flats Recreation Area Director Andrea Brand gave an update of the Sand Flats operations relocation process.

D. Discussion on Calendar Items and Public Notices (Bryony Chamberlain, Council Office Coordinator)

General Business - Action Items - Discussion and Consideration of:
E. Approving Demolition of House on the County-owned Property at 180 East 100 North (Andrea Brand, SFRA Director)
MOTION: Motion by Council Member Lynn Jackson to approve the demolition of the house of the county-owned property at 180 East 100 North, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Chris Baird carried 7 – 0.

F. Approving Bid Award for Metal Awning Over Fuel Station at the Grand County Road Department in the Amount of $22,262, $7,262 of which is Unbudgeted (Glen Arthur, Assistant Road Supervisor)
MOTION: Motion by Council Member Chris Baird to approve the bid award from Moab Construction for the metal awning over the fuel station at the Grand County Road Department in the amount of $22,262, out of the 2016 Budget, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Rory Paxman carried 7 – 0.

A. General Provisions


Compliance - Exemptions from this policy

a. This policy shall apply to all County Departments and offices.

b. This policy shall not prevent the County from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

c. When procurement involves the expenditure of federal assistance funds, the County shall comply with applicable federal laws and regulations.

d. Emergency procurement: Notwithstanding any other provision of this Ordinance, when there exists a threat to public health, welfare or safety under emergency conditions, the County Council, or the Purchasing Agent, may make or authorize others to make emergency procurement. A written determination of the basis for the emergency and for the selection of the particular contractor or vendor shall be included in the contract file.

B. Office of the Purchasing Agent

The County Administrator shall be the Purchasing Agent. The Purchasing Agent shall have the authority to undertake procurement, solicit bids and proposals, enter into an administer contracts, and make written determinations for the County with respect thereto, to coordinate and evaluate the performance of consultants and contractors, and to supervise County purchasing functions.

C. Source Selection and Contact Information – General Provisions

1. Purchases not requiring sealed bids.

   a. Purchases costing less than $2000 in total shall not require bids of any type. (Purchase shall not be artificially divided so as to constitute a small purchase under this section.)
b. Purchases costing more than $2000 but less than $10,000 in total shall require three (3) telephone bids.

c. Purchases made through the cooperative purchasing contracts administered by the State Division of Purchasing.

d. Purchases made from a single-source provider.

e. Purchases require during an emergency. However, as much competition as practical should be obtained; and, such purchases should be limited to amounts necessary to the resolution of the emergency.

2. Purchasing requiring sealed bids

a. Contracts shall be awarded by competitive sealed bidding except as otherwise provided by this policy.

b. An invitation for bids shall be issued when a contract is to be awarded by competitive sealed bidding. The invitation shall include a purchasing description and all contractual terms and conditions applicable to the procurement. Public notice of the invitation for bids shall be given at least twenty-one (21) days prior to the date set forth therein for the opening of bids. The notice may include publication in a newspaper of general circulation.

c. Any procurement (to include construction projects) in excess of $10,000 shall require a sealed bid and legal notice in a local newspaper of general circulation.

d. Bids shall be opened publicly by the Purchasing Agent in the presence of at least one witness at the time and place designated in bid invitation. The amount of each bid and any other relevant information, and the name of each bidder be recorded. The record and each bid shall be open in public inspection.

e. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids.

f. Correction or withdrawal or inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening no changes in bid prices or other provision of bids prejudicial to the interest of the County or fair competition shall be permitted. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid
mistakes shall be supported by a written determination made by the purchasing agent. Upon approval by the County Council, the contract shall be awarded with reasonable promptness, by written notice, to the bidder whose bid most closely meets the requirements and criteria set forth in the invitation for bids.

D. Cancellation and rejection of bids

An invitation of bids, a request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected, in whole or part, as may be specified in the solicitation, when it is in the best interest of the County. The reason shall be made part of the contract file.

E. Use of competitive sealed proposals in lieu of bids

When the purchasing agent determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by competitive sealed proposals. Competitive sealed proposals are most appropriately used for professional service-type contracts.

1. Proposals shall be solicited through a request for proposals. Publish notice of the request for proposals shall be given at least thirty (30) days prior to the advertised date of the opening of the proposals.

2. Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals shall be prepared and shall be open for public inspection after contract award.

3. The request for proposals shall state the relative importance of price and other evaluating factors.

4. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be requested of all or of a “short list” of offerors after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived for proposals submitted by competing offerors.

5. Award shall be made to the person whose proposal is determined, in writing, to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on
which the award is made.

F. Architect-Engineer Services

Architect-Engineer services are qualification-based procurement. Requests for such services should be publicly announced. Contracts should be negotiated by the County based on demonstrated competence at fair and reasonable prices.

G. Pre-qualification of Suppliers

Prospective suppliers may be pre-qualified for particular types of supplies, services, or construction. Solicitation mailing lists of potential contractors shall include, but shall not be limited to pre-qualified suppliers.

H. Bulk Purchasing

Annual contracts may be entered into for the provision of bulk materials and supplies when it is determined that such contracts will be cost effective. Such contracts shall be awarded on the basis of competitive sealed bids.

I. Determination of non-responsibility of bidder

Determination of non-responsibility of a bidder or offeror shall be made in writing. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to the bidder or offeror. Information furnished by a bidder or offeror pursuant to this section shall not be disclosed outside of the purchasing division without prior written consent by the bidder or offeror.

J. Cost-plus-a-percentage-of-cost contracts prohibited

Subject to the limitations of this section, any type of contract which will promote the best interest of the County, may be used, provided that the sum of a cost-plus-a-percentage-of-cost contract is prohibited. A cost-reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the County than any other type or that it is impractical to obtain the supplies, services, or construction required except under such a contract.
K. **Required contract clauses**

1. The unilateral right of the County to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work.

2. Variations occurring between estimated quantities of work in a contract and actual quantities.

3. Suspension of work ordered by the County.

4. Upon the award of all construction contracts, the following bonds or security shall be delivered to the County:
   a. A performance bond in an amount equal to 100% of the contract price;
   b. A payment bond in an amount equal to 100% of the contract price to serve as protection of all persons or companies supplying labor and/or material to the contractor or its subcontractors for the performance of the contract.

L. **Specifications**

All specifications shall seek to promote overall economy and best use for the purpose intended and encourage competition in satisfying the County’s needs, and shall not be unduly restrictive. Where practical and reasonable, and within the scope of this article, Utah products and local vendors shall be given preference. Specifically, County Departments are encouraged to determine whether or not local merchants can meet prices quoted by out-of-County vendors. The purchasing agent is not required to purchase goods at the lowest price if there is an offsetting or added expense for travel, shipping, or other inconveniences associated with an out-of-County purchase.

M. **Appeals**

1. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the purchasing agent. An appeal shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known the facts.

2. The purchasing agent shall promptly issue a written decision regarding any appeal, if it is not settled by a mutual agreement. The decision shall state the reasons for the action taken and inform the protestor, contractor, or prospective contractor of the right to the governing board.
3. The County’s governing board shall be the final appeal on the County level.

4. All further appeals shall be handled as provided in Section 63-56-58 through 64 of the Utah Code

N. Ethics in Public Contracting

1. No person involved in making procurement decisions may have personal investments in any business entity that will create a substantial conflict between their private interests and their public duties.

2. Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for the person’s own use or the use of benefit of any other person or organization interested in selling to the County.
Memo

Date: June 4, 2009

To: Elected Officials and Department Heads

From: Diana Carroll & Bob Greenberg, Chair
Clerk/Auditor & County Council

Subject: Policy and Procedure Interpretation-Grand County’s Commitment to Buy Locally

Grand County is committed to buying locally whenever feasible. In practice, this means that when a local business submits a bid or quote to provide goods to Grand County (Local Bid) that is within 10% of the lowest bid, and the lowest bid is from an out-of-county merchant, the County will ordinarily accept the Local Bid. If the Purchasing Agent determines that other circumstances make accepting the higher Local Bid or quote detrimental to the County’s interests, or the bid amount is over $5,000, the Local Bid need not be accepted.

Nothing in this memo shall require or allow the County to violate any policies, procedures, ordinances or laws designed to encourage economy, fairness, and competition in County purchasing.

Reference: Grand County EMPLOYMENT POLICIES & PROCEDURES MANUAL, Section X-Purchasing Policy, D. Specifications
<table>
<thead>
<tr>
<th>Title:</th>
<th>Adopting proposed ordinance establishing the Grand County Consolidated Fee Schedule and repealing and replacing Ordinance No. 596</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal Impact:</td>
<td>None</td>
</tr>
<tr>
<td>Presenter(s):</td>
<td>Ruth Dillon, Council Administrator</td>
</tr>
</tbody>
</table>

**Recommendation:**
I move to adopt the proposed ordinance establishing the Grand County Consolidated Fee Schedule and repealing and replacing Ordinance No. 596 effective January 1, 2020, and authorize the Chair to sign all associated documents.

**Background:**
The attached proposed fee schedule ordinance has been updated and a public hearing was advertised for the November 19, 2019 County Council Meeting. In September, Elected Officials and Department Heads countywide were contacted with the opportunity to make suggested changes to their fees.

Proposed changes are reflected in the draft (redlined) ordinance, attached and made available to the public on the County’s website (www.grandcountyutah.net).

The following County departments are proposing fee changes:

- **3.06.060 Fees of the Building Department**
  Rationale: Clarification

- **3.06.100 Fees of the Public Library**
  Rationale: See attached.

- **3.06.110 Fees of the Old Spanish Trail Arena. (See also Ball Fields Area)**
  Rationale: See attached.

- **3.06.130 Fees of the Sand Flats Recreation Area.**

- **3.06.160 Fees of Star Hall.**

- **3.06.210 Fees of Canyonlands Field**

**Attachment(s):**
1. Fee Schedule Ordinance – redlined
2. Rationales attached from:
   - Library Department
   - Old Spanish Trail Arena
GRAND COUNTY, UTAH
ORDINANCE NO. _____

AN ORDINANCE
ESTABLISHING THE GRAND COUNTY CONSOLIDATED FEE SCHEDULE AND
REPEALING AND REPLACING ORDINANCE NO. 582-596

WHEREAS, Utah Code §17-53-211 requires the County Council to adopt an ordinance establishing fees for services;

WHEREAS, the Grand County Council adopted Ordinance No. 582-596 “AN ORDINANCE OF THE GOVERNING BODY OF GRAND COUNTY AMENDING THE GRAND COUNTY CONSOLIDATED FEE SCHEDULE” on December 4, 2018May 21, 2019; and

WHEREAS, the Grand County Council now finds that it is in the best interest of the health, safety, and welfare of its citizens to repeal and replace Ordinance No. 582-596 to allow for the waiver of fees for certain activities and entities;

NOW, THEREFORE, the Grand County Council ordains:

3.06.010 Applicability of Ordinance
3.06.020 Common Fees for all County Offices.
3.06.030 Fees of the Assessor’s Office.
3.06.040 Fees of the Attorney’s Office.
3.06.050 Fees of the Community and Economic Development Department.
3.06.060 Fees of the Building Department.
3.06.070 Fees of the Civic/Grand Center.
3.06.080 Fees of the Clerk/Auditor’s Office.
3.06.090 Fees of the Public Library.
3.06.100 Fees of the Old Spanish Trail Arena Recreation Complex.
3.06.110 Fees of the Recorder’s Office.
3.06.120 Fees of the Road Department.
3.06.130 Fees of the Sand Flats Recreation Area.
3.06.140 Fees of the Sheriff’s Office.
3.06.150 Fees of the Surveyor’s Office.
3.06.160 Fees of Star Hall.
3.06.170 Fees of the Moab Area Travel Council.
3.06.180 Fees of the Treasurer’s Office.
3.06.190 Fees of the Weed Department.
3.06.200 Fees of the Canyonlands Field.
3.06.210 Fees of the Haz-Mat Response Task Force.
3.06.220 Fee Waivers.
3.06.230 Return of Fees.
3.06.240 Additional Fees.
3.06.250 Savings Clause.
3.06.010 Applicability of Ordinance.

A. The Grand County Council hereby adopts the following provisions for the collection of fees. This ordinance does not repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other resolution, ordinances, or laws except as expressly stated herein and to modify the fees reflected below. The fees listed in this ordinance supersede present fees for services specified, but all fees not listed remain in effect. Where this Ordinance imposes a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this Ordinance shall control.

3.06.020 Common Fees for all County Offices.

A. The following fees and charges are approved and shall be assessed by all County offices unless otherwise specifically noted with their respective sections:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Postage</td>
<td>Actual cost to County</td>
</tr>
<tr>
<td>Other costs allowed by law</td>
<td>Actual cost to County</td>
</tr>
<tr>
<td>Dishonored/Returned Check</td>
<td>$25.00</td>
</tr>
<tr>
<td>Copies/Print- Black and White</td>
<td></td>
</tr>
<tr>
<td>Paper Size: 8 ½ x 11</td>
<td>$0.10/single sided page</td>
</tr>
<tr>
<td>Paper Size: 8 ½ x 11</td>
<td>$0.15/double sided page</td>
</tr>
<tr>
<td>Paper Size: 8 ½ x 14</td>
<td>$0.15/printed page</td>
</tr>
<tr>
<td>Paper Size: 11 x 17</td>
<td>$0.20/printed page</td>
</tr>
<tr>
<td>Copies/Print- Color</td>
<td></td>
</tr>
<tr>
<td>Paper Size: 8 ½ x 11</td>
<td>$1.00/printed page</td>
</tr>
<tr>
<td>Paper Size: 8 ½ x 14</td>
<td>$1.50/printed page</td>
</tr>
<tr>
<td>Paper Size: 11 x 17</td>
<td>$2.00/printed page</td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>Send</td>
<td>$1.50 first page/$0.50 each additional</td>
</tr>
<tr>
<td>Receive</td>
<td>$0.25</td>
</tr>
<tr>
<td>Maps</td>
<td></td>
</tr>
<tr>
<td>Standard maps</td>
<td>$15.00</td>
</tr>
<tr>
<td>Special order maps plus mapping costs</td>
<td>$5.00 per linear foot</td>
</tr>
<tr>
<td>Mapping costs</td>
<td>$50.00 per hour</td>
</tr>
<tr>
<td>Data</td>
<td></td>
</tr>
<tr>
<td>Digital contours 2 feet interval (Spanish Valley)</td>
<td>$8.00 per acre</td>
</tr>
<tr>
<td>Data CDROM</td>
<td>$3.00</td>
</tr>
</tbody>
</table>
3.06.030 Fees of the Assessor’s Office.

A. The following fees and charges are approved and shall be assessed and collected by the Assessor’s Office:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partial list—per page</td>
<td>$2.00</td>
</tr>
<tr>
<td>Parcel information—each</td>
<td>$0.25</td>
</tr>
<tr>
<td>Administrative fee for late Board of Equalization changes</td>
<td>$50.00</td>
</tr>
<tr>
<td>Other</td>
<td>as determined by department</td>
</tr>
</tbody>
</table>

3.06.040 Fees of the Attorney’s Office.

A. The following fees and charges are approved and shall be assessed and collected by the Attorney’s Office: none, except as authorized in Section 3.06.050 and 3.06.240.

3.06.050 Fees of the Community and Economic Development Department.

A. The following fees and charges are approved and shall be assessed and collected by the Community and Economic Development Department for review of development applications:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copies of: General Plan, Trail Plan, Construction Standards, or Land Use Code</td>
<td>$20.00</td>
</tr>
<tr>
<td>Zoning Map or Text Amendments to the General Plan or Land Use Code</td>
<td>$400.00</td>
</tr>
<tr>
<td>Lot Line Adjustment</td>
<td>$150.00</td>
</tr>
<tr>
<td>Rezone</td>
<td>$500.00</td>
</tr>
<tr>
<td>Sketch Plan</td>
<td>$550.00</td>
</tr>
<tr>
<td>Preliminary Plat and Preliminary Plat Resubmittal</td>
<td>$550.00 plus $125.00 per lot for each lot in excess of (5) lots $100.00</td>
</tr>
<tr>
<td>Preliminary Plat Extension</td>
<td></td>
</tr>
<tr>
<td>Final Plat and Final Plat Re-submittal</td>
<td>$650.00 plus $125.00 per lot for each lot in excess of (5) lots</td>
</tr>
<tr>
<td>Minor Record Survey</td>
<td>$550.00</td>
</tr>
<tr>
<td>Re-plat and Exemption Plat</td>
<td>$350.00</td>
</tr>
<tr>
<td>Revised Construction Plans</td>
<td>$600.00</td>
</tr>
<tr>
<td>Conditional Use Permits- New and Amended</td>
<td>$550.00</td>
</tr>
<tr>
<td>Bed &amp; Breakfast Permit</td>
<td>$350.00</td>
</tr>
<tr>
<td>Overnight Accommodations Permit</td>
<td>$350.00</td>
</tr>
<tr>
<td>Appeals</td>
<td>$750.00</td>
</tr>
<tr>
<td>Variance</td>
<td>$500.00</td>
</tr>
<tr>
<td>Sign Permit</td>
<td>$75.00</td>
</tr>
<tr>
<td>Temporary Use Permit</td>
<td>$75.00</td>
</tr>
<tr>
<td>Site Plan</td>
<td>$350.00</td>
</tr>
<tr>
<td>Services</td>
<td>Fees</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>Infrastructure Inspection &amp; Release of Claims</td>
<td>.01% up to 1% of Engineer’s Estimate of Project Cost²</td>
</tr>
<tr>
<td>Zoning Development Permit</td>
<td>None</td>
</tr>
<tr>
<td>Engineering Review – Any application requiring engineering review will be assessed an initial fee plus extraordinary costs, if applicable</td>
<td>$500 + extraordinary costs (if applicable)</td>
</tr>
<tr>
<td>Zoning Development Permit- when not accompanied with another Community Development application or building permit application</td>
<td>$150.00</td>
</tr>
<tr>
<td>Production Water Monitoring Fees</td>
<td>$0.10 per 42 gallons for produced water delivered to the facility</td>
</tr>
</tbody>
</table>

**B.** The following fees and charges are approved and shall be assessed and collected by the Community and Economic Development Department for land use violations:

<table>
<thead>
<tr>
<th>LAND USE VIOLATION (Land Use and County Codes References)</th>
<th>FEE plus court costs and attorneys’ fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code Enforcement, general (Sec. 1.8 and 1.9)</td>
<td>$100.00 to $1,000.00 per day per violation upon conviction as set forth below</td>
</tr>
<tr>
<td>Storage of Junk and Debris (Sec. 6.12.10; definitions Art. 10; County Code Title 8)</td>
<td>$100.00/day/violation</td>
</tr>
<tr>
<td>Recreation Vehicle as a living space (Sec. Sec. 9.19; definition Art. 10)</td>
<td>$200.00/day/violation</td>
</tr>
<tr>
<td>Bed and Breakfast violation (Sec. 3.2.3D)</td>
<td>$500.00/day/violation</td>
</tr>
<tr>
<td>Short-Term/Overnight Rental violation (Sec. 3.2.3M)</td>
<td>$500.00/day/violation</td>
</tr>
<tr>
<td>Agricultural violations (excess animals, accumulation of animal waste, and animal shed setbacks) (Sec. 3.2.5)</td>
<td>$100.00/day/violation</td>
</tr>
<tr>
<td>Home occupation violation (Sec. 3.3.2G)</td>
<td>$100.00/day/violation</td>
</tr>
<tr>
<td>Conducting overnight rental business without a business license (County Code Title 5)</td>
<td>$200.00/day/violation</td>
</tr>
<tr>
<td>Minimum set-back violation (Art. 5)</td>
<td>$100.00/day/violation</td>
</tr>
<tr>
<td>Industrial Waste Management (Sec. 3.2.4)</td>
<td>$1,000.00/day/violation</td>
</tr>
<tr>
<td>Unsafe conditions (unprotected storage of hazardous or flammable materials) (Sec. 3.2.4)</td>
<td>$500.00/day/violation</td>
</tr>
<tr>
<td>Other</td>
<td>Determined by Planning and Zoning Administrator in consultation with the County Attorney</td>
</tr>
</tbody>
</table>
i. **Hearing.** A person or entity served with notice of a violation under *Article I, Section 1.8 Enforcement* has the right to request a code enforcement hearing with the Community and Economic Development Director as follows:

1. Any such request shall be in writing and filed within ten (10) calendar days from the date of service of the notice with the Community and Economic Development Department.
2. The request shall contain the case number, the address of the violation, and the signature of the responsible party.
3. Within a reasonable amount of time, the Community and Economic Development Director shall schedule a date, time, and place for the hearing.
4. Written notice of the date, time, and place of the hearing shall be served on the responsible person as soon as practicable prior to the date of the hearing, in the manner provided for service of the initial notice under this Article.
5. Unless modified by the Community and Economic Development Director or cured by the complainant, violation fees continue to accrue on a daily basis during the hearing process.
6. Failure to request a hearing (or to attend a hearing scheduled) shall constitute a waiver of the right to a hearing and a waiver of the right to challenge the violation.

C. The following fees and charges are approved and shall be assessed and collected by the Active Transportation & Trails Division of the Community and Economic Development Department (“Trail Mix”) for trail work:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work crew of 2 including truck and tools</td>
<td>$50.00 per hour(^1)</td>
</tr>
<tr>
<td>Additional Worker(^2)</td>
<td>$20.00 per hour each(^1)</td>
</tr>
<tr>
<td>Materials</td>
<td>Actual Costs</td>
</tr>
</tbody>
</table>

\(^1\) Note: Charged from when the crew begins travel to the work site until they return.

\(^2\) Note: The Trail Mix crew chief will determine the required crew size based on the work needed.

D. The following fees and charges are approved and shall be assessed and collected by the Community and Economic Development Department for grading:
### Grading Permit Fees

<table>
<thead>
<tr>
<th>Grading Permit</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>101 – 1,000 Yd³</td>
<td>$65.00 for first 100 Yd³, plus $30.74 each additional 100 Yd³ or fraction thereof</td>
</tr>
<tr>
<td>1001 – 10,000 Yd³</td>
<td>$341.69 for first 1,000 Yd³, plus $25.47 each additional 1,000 Yd³ or fraction thereof</td>
</tr>
<tr>
<td>10,001 – 100,000 Yd³</td>
<td>$570.95 for first 10,000 Yd³, plus $115.95 each 10,000 additional Yd³ or fraction thereof</td>
</tr>
<tr>
<td>100,001 and over Yd³</td>
<td>$1,614.46.00 for first 100,000 Yd³, plus $64.12 each additional 10,000 Yd³ or fraction thereof</td>
</tr>
</tbody>
</table>

1 For grading permits of 5,000 yd³ or more, engineering review is required and peer review costs will be applied.

### 3.06.060 Fees of the Building Department.

**A.** The following fees and charges are approved and shall be assessed and collected by the Building Department for Building Permits¹:

<table>
<thead>
<tr>
<th>Total Valuations¹</th>
<th>Fees²</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.00 to $500.00</td>
<td>$65.00</td>
</tr>
<tr>
<td>$501.00 to $2,000.00</td>
<td>$65.00 for the first $500.00 plus $3.66 for each additional $100.00, or fraction thereof, to and including $2,000.00</td>
</tr>
<tr>
<td>$2,001.00 to $25,000.00</td>
<td>$119.90 for the first $2,000.00 plus $16.80 for each additional $1,000.00, or fraction thereof, to and including $25,000.00</td>
</tr>
<tr>
<td>$25,001.00 to $50,000.00</td>
<td>$506.30 for the first $25,000.00 plus $12.12 for each additional $1,000.00, or fraction thereof, to and including $50,000.00</td>
</tr>
<tr>
<td>$50,001.00 to $100,000.00</td>
<td>$809.30 for the first $50,000.00 plus $8.40 for each additional $1,000.00, or fraction thereof, to and including $100,000.00</td>
</tr>
<tr>
<td>$100,001.00 to $500,000.00</td>
<td>$1,229.30 for the first $100,000.00 plus $6.72 for each additional $1,000.00, or fraction thereof, to and including $500,000.00</td>
</tr>
<tr>
<td>$500,001.00 to $1,000,000.00</td>
<td>$3,917.30 for the first $500,000.00 plus $6.72 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00</td>
</tr>
<tr>
<td>$1,000,001.00 and up</td>
<td>$7,277.30 for the first $1,000,000.00 plus $6.72 for each additional $1,000.00, or fraction thereof</td>
</tr>
</tbody>
</table>

¹ Note: Square foot construction costs are established using the International Code Council’s Building Valuation Data which is updated at six-month intervals (February and August).

² Note: Refunds for permits issued will be limited to 80 percent of the permit costs, not later than 90 days after the date of fee payment. Plan review deposit fees are non-refundable.

**B.** The following fees and charges are approved and shall be assessed and collected by the Building Department for building inspections:
<table>
<thead>
<tr>
<th>Item</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Inspections</strong></td>
<td></td>
</tr>
<tr>
<td>Inspections for which no fee is specifically indicated (minimum charge – one hour)</td>
<td>$65.00 per hour</td>
</tr>
<tr>
<td>Inspections outside of normal business hours (minimum charge—two hours)</td>
<td>$65.00 per hour¹</td>
</tr>
<tr>
<td>Re-inspection fees assessed under provisions of Section 305.8 due prior to the re-inspection</td>
<td>$65.00 per hour¹</td>
</tr>
<tr>
<td><strong>Residential Plan Review</strong></td>
<td></td>
</tr>
<tr>
<td>Non-refundable residential plan review deposit for new construction only</td>
<td>$130.00 per permit</td>
</tr>
<tr>
<td>Residential plan review and additional plan review required due to changes, corrections, additions, and/or revisions to plans (minimum charge—one hour)</td>
<td>$65.00 per hour¹</td>
</tr>
<tr>
<td><strong>Commercial Plan Review</strong></td>
<td></td>
</tr>
<tr>
<td>Non-refundable commercial plan deposit for initial plan review only for new construction, tenant finish, and/or major remodel</td>
<td>10% building fee, $260.00 min.</td>
</tr>
<tr>
<td>Commercial plan review and additional plan review(s) required due to changes, corrections, additions, and/or revisions to plans (minimum charge – one hour)</td>
<td>$65.00 per hour</td>
</tr>
<tr>
<td><strong>Deferred Submittal</strong> for portion of plan; prior approval by the Building Official required.</td>
<td>$130.00 per submittal</td>
</tr>
<tr>
<td><strong>Outside Consultants</strong> for plan checking and inspections</td>
<td>Actual costs¹</td>
</tr>
<tr>
<td><strong>Specific projects (fee does not include plan review; see above)</strong></td>
<td></td>
</tr>
<tr>
<td>Demo permits</td>
<td>$15.00 per permit</td>
</tr>
<tr>
<td>Move mobile home or manufactured home into park</td>
<td>$195.00 per unit</td>
</tr>
<tr>
<td>Manufactured home, on private property, not into park</td>
<td>$260.00 per unit</td>
</tr>
<tr>
<td>Modular home</td>
<td>$455.00 per unit</td>
</tr>
<tr>
<td>Garage up to 600 square feet Residential garage, carport, storage shed up to 600 sf (+ $65.00 for each inspection of utilities)</td>
<td>$195.00 per permit</td>
</tr>
<tr>
<td>Solar roof mount</td>
<td>$130.00 per permit</td>
</tr>
<tr>
<td>Solar ground mount</td>
<td>$195.00 per permit</td>
</tr>
<tr>
<td>Residential swimming pool</td>
<td>$260.00 per permit</td>
</tr>
<tr>
<td>Mechanical, electrical, and/or plumbing separate permits</td>
<td>$65.00 per inspection</td>
</tr>
<tr>
<td>RV park infrastructure</td>
<td>$195.00 per five sites</td>
</tr>
<tr>
<td><strong>Floodplain Development Permits</strong></td>
<td></td>
</tr>
<tr>
<td>Floodplain development permit application</td>
<td>$130.00 per permit</td>
</tr>
<tr>
<td><strong>Work Done without Permit</strong></td>
<td></td>
</tr>
<tr>
<td>Investigation fee</td>
<td>200% permit fee</td>
</tr>
</tbody>
</table>

¹ Note: Actual costs include 10% administrative and overhead costs.
3.06.070 Fees of the Civic/Grand Center.

A. The following fees and charges are approved and shall be assessed and collected by the Civic/Grand Center for private events:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Deposit$^1$</td>
<td>$500.00</td>
</tr>
<tr>
<td>Large Dining Hall$^2$</td>
<td>$500.00</td>
</tr>
<tr>
<td>Rate per hour</td>
<td>$65.00</td>
</tr>
<tr>
<td>Large Dining Hall plus Conference Rooms</td>
<td>$750.00</td>
</tr>
<tr>
<td>Conference Room$^3$</td>
<td>$25.00/hour</td>
</tr>
<tr>
<td>Room 3</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

1 Note: Cost of damage will be levied against the deposit posted with the County. Security deposits will be forfeited when notice of cancellation is less than 24 hours.

2 Note: Includes use of small kitchen. Fees do not include food.

3 Note: Four-hour minimum when renting the Commercial Kitchen.

4 Note: Dining Hall will not be rented hourly on weekends. This includes Room 3.

B. The following fees and charges are approved and shall be assessed and collected by the Civic/Grand Center non-profit events:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exempt Organizations (documentation of 501 (c)3 and/or Utah State Commercial Code approved Non-Profit Associations, Including Fund Raisers is required)</td>
<td></td>
</tr>
<tr>
<td>Security Deposit$^1$</td>
<td>$500.00</td>
</tr>
<tr>
<td>Large Dining Hall$^2$</td>
<td>$250.00</td>
</tr>
<tr>
<td>Rate per hour</td>
<td>$35.00/hour</td>
</tr>
<tr>
<td>Large Dining Hall plus Conference Room</td>
<td>$375.00</td>
</tr>
<tr>
<td>Conference Room</td>
<td>$12.50</td>
</tr>
<tr>
<td>Room 3</td>
<td>$150.00</td>
</tr>
<tr>
<td>Rate per hour</td>
<td>$20.00</td>
</tr>
<tr>
<td>Commercial Kitchen with Staff Supervision$^3$</td>
<td>$140.00</td>
</tr>
<tr>
<td>4 hours</td>
<td>$280.00</td>
</tr>
<tr>
<td>8 hours</td>
<td></td>
</tr>
</tbody>
</table>

1 Note: Cost of damage will be levied against the deposit posted with the County. Security deposits will be forfeited when notice of cancellation is less than 24 hours.

2 Note: Includes use of small kitchen. Fees do not include food.
3Note: Four-hour minimum when renting the Commercial Kitchen.
4Note: Dining Hall will not be rented hourly on weekends. This includes room 3.
3.06.080 Fees of the Clerk/Auditor’s Office.

A. The following fees and charges are approved and shall be assessed and collected by the Clerk/Auditor’s Office:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marriage license and one certified copy</td>
<td>$30.00</td>
</tr>
<tr>
<td>Marriage license copy (certified)</td>
<td>$6.00</td>
</tr>
<tr>
<td>Marriage license copy (not certified)</td>
<td>$2.00</td>
</tr>
<tr>
<td>Precinct map copy</td>
<td>$0.50</td>
</tr>
<tr>
<td>CD</td>
<td>$10.00 per CD</td>
</tr>
<tr>
<td>Voter information:</td>
<td></td>
</tr>
<tr>
<td>Setup fee (in addition to other charges)</td>
<td>$20.00</td>
</tr>
<tr>
<td>Printouts</td>
<td>$0.01 per name</td>
</tr>
<tr>
<td>Electronic file</td>
<td>$0.005 per name</td>
</tr>
<tr>
<td>Diskettes</td>
<td>$2.00 per disk</td>
</tr>
<tr>
<td>Labels</td>
<td>$0.02 per name</td>
</tr>
<tr>
<td>Certifications</td>
<td>$2.00</td>
</tr>
<tr>
<td>Licenses</td>
<td></td>
</tr>
<tr>
<td>Business licenses</td>
<td>$100.00 annual/pro-rated</td>
</tr>
<tr>
<td>Temporary Business License</td>
<td>$10.00</td>
</tr>
<tr>
<td>Beer licenses</td>
<td></td>
</tr>
<tr>
<td>Temporary 30-day</td>
<td>$25.00</td>
</tr>
<tr>
<td>Off-premise beer retailer</td>
<td>$100.00</td>
</tr>
<tr>
<td>Cabaret license</td>
<td>$65.00</td>
</tr>
<tr>
<td>Special Event License</td>
<td>$100.00</td>
</tr>
<tr>
<td>Tax Exempt Bonds Application Fee</td>
<td>$2,000.00 plus all costs associated with processing application (bond counsel, attorneys, and financial advisors)</td>
</tr>
</tbody>
</table>

3.06.090 Fees of the Public Library.

A. The following fees and charges are approved and shall be assessed and collected by the Public Library:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library cards</td>
<td></td>
</tr>
<tr>
<td>Quarterly fee for non-resident adult</td>
<td>$15.00</td>
</tr>
<tr>
<td>Annual fee for non-resident adult</td>
<td>$60.00</td>
</tr>
<tr>
<td>Replacement Cards</td>
<td>$1.00</td>
</tr>
<tr>
<td>Lost or damaged library materials</td>
<td>Replacement cost</td>
</tr>
<tr>
<td>Blank compact discs</td>
<td>$1.00</td>
</tr>
<tr>
<td>Ear buds</td>
<td>$2.00</td>
</tr>
<tr>
<td>Batteries</td>
<td>$1.00</td>
</tr>
<tr>
<td>Envelope (letter size)</td>
<td>$0.25</td>
</tr>
<tr>
<td>Manila envelope</td>
<td>$0.50</td>
</tr>
</tbody>
</table>
### 3.06.100 Fees for the Old Spanish Trail Arena.

**A.** The following fees and charges are approved and shall be assessed and collected by the Old Spanish Trail Arena (OSTA) for use of the recreation complex:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Preliminary charges and notes</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>A</strong> Booking fee for this facility is Non-Refundable and is used to</td>
<td><strong>$50.00</strong></td>
<td>Per Booking</td>
</tr>
<tr>
<td>secure an event, add dates to calendar, and draw up contracts. Fee may</td>
<td></td>
<td></td>
</tr>
<tr>
<td>be used for multiple events booked at the same time for that year.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B</strong> Security / Cleaning Deposit (required at least 8 weeks prior to an</td>
<td>$100.00-$25005000.00</td>
<td>Per Event</td>
</tr>
<tr>
<td>event). Additional fees (Special Event Permit, etc) may apply to large</td>
<td></td>
<td></td>
</tr>
<tr>
<td>events. Lower fees may apply for repeat users with a good track record.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fees are adjusted due to size of event &amp; whether alcohol is available,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>the security deposit will be determined according to OSTA policy.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>C</strong> OSTA Security OSTA Staff at events with alcohol or live</td>
<td><strong>$30.00 per staff</strong></td>
<td>Per hour</td>
</tr>
<tr>
<td>entertainment, min. 2 staff</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CD</strong> Local Children/Youth Only Events, including children/youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>with fundraising events with parent support – Non-profit commercial</td>
<td></td>
<td></td>
</tr>
<tr>
<td>with no added work - Security / Cleaning Deposit required</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>DE</strong> Discount for Senior Citizen and Veteran Events – with no added</td>
<td>50%</td>
<td>Off base</td>
</tr>
<tr>
<td>work – Security / Cleaning Deposit required</td>
<td></td>
<td>fees</td>
</tr>
<tr>
<td><strong>EF</strong> Open Riding on full facility for local residents/renters when</td>
<td></td>
<td></td>
</tr>
<tr>
<td>available. Not to be used to promote personal business</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>EG</strong> Local Government Agency Use including associate organizations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ie Fallen Peace Officers org) – Lighting charges may apply</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GH</strong> Events 5 hours or less may be priced per hour unless it</td>
<td></td>
<td></td>
</tr>
<tr>
<td>precludes another full day event from using the arena</td>
<td><strong>$30</strong></td>
<td></td>
</tr>
<tr>
<td><strong>HI</strong> Discount for 501-C3 &amp; Utah State Commercial Code approved</td>
<td>30%</td>
<td>Off base</td>
</tr>
<tr>
<td>Non-Profit Associations on base Cost of Indoor Arena, Outdoor Arena,</td>
<td></td>
<td>fees</td>
</tr>
<tr>
<td>Race Track, Entire Facility &amp; Ball Fields Area (documentation required)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>IJ</strong> Local Residents have conditional un-reserved use of OSTA areas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>free of charge- utility costs may apply. Use subject to availability.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>**For all facilities/events – User cleans unless payment for cleaning is</td>
<td></td>
<td></td>
</tr>
<tr>
<td>agreed upon – Camping fees will be an additional charge.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Buildings and Grounds</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>1. Entire Facility5 (Ballfields and Rodeo Grounds) User Cleans</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entire Facility (Excluding Nth Barns &amp; Central Barns)</td>
<td><strong>$1825</strong></td>
<td>Per day</td>
</tr>
<tr>
<td>Camping fees will be an additional charge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entire Facility5 (Excluding Nth Barns)</td>
<td><strong>$3800</strong></td>
<td>Per day</td>
</tr>
</tbody>
</table>
### Whole Arena facility Excluding Nth Barns & BF
$1100 Per day

### Whole Ballfields facility Excluding Nth Barns & Arena Facility
$1100 Per day

---

#### 2. Indoor Arena \(^{1,2}\)(Includes conference room & parking.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Fee (includes 3 full grooms, all lighting &amp; heating, air &amp; sound)</td>
<td>$425.00 Per day</td>
</tr>
<tr>
<td>Arena rental for local group riding lessons, training, etc-exclusive use-Max 4 hrs</td>
<td>$25 Per dayhour</td>
</tr>
<tr>
<td>Arena use for local riding lessons, training, etc. Max 5 horses/hour during open riding-non-exclusive use-Maximum of 4 hours hire</td>
<td>$10 Per Rider</td>
</tr>
</tbody>
</table>

#### 3. Arena Concession Hire

Concession (event holder hires concessionaire – Managers/Food handlers permit required) (sales receipts required on gross income, to work out fee) 10% Of Sales

#### 4. Conference Rooms

Conference room is free to Event holders with rental of Indoor Arena and whole facility.

#### 5. Outdoor Arena \(^{1,2,3,5}\)

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arena Base Fee (includes 2 full grooms)</td>
<td>$150.00 Per day</td>
</tr>
<tr>
<td>Lighting (when available)</td>
<td>$8.00 Per hour</td>
</tr>
<tr>
<td>Arena rental for local group riding lessons, training etc, up to 4hrs exclusive use</td>
<td>$25.00 Per hour</td>
</tr>
</tbody>
</table>

#### 6. Warm-up arena\(^5\) – User cleans

Warm-up Arena Full Day hire (with 1 full groom) | $100.00 Per day |

#### 7. Stalls – User supplies bedding, cleans, feeds and waters

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stall Rentals (^{1,2,3}) Stalls (bookings essential)</td>
<td>$15.00 Per day</td>
</tr>
<tr>
<td>Barn rentals (24 stall) Existing overnight &amp; monthly rentals will be deducted (^{1,2,3})</td>
<td>$288.00 Per day</td>
</tr>
<tr>
<td>Barn Rentals (26-stall) Existing overnight &amp; monthly rentals will be deducted (^{1,2,3})</td>
<td>$312.00 Per day</td>
</tr>
<tr>
<td>Monthly Contract Rental (park 1 non-camp trailer free)</td>
<td>$100 deposit per horse</td>
</tr>
<tr>
<td>Stalls rented by event managers who hold 3 or more events per year (per horse per event) if barn filled $12, if barn not filled $15</td>
<td>$12/15 Per Event</td>
</tr>
<tr>
<td>Stalls for general use – If barn filled $12, barn not filled $15</td>
<td>$12/15 Per night</td>
</tr>
</tbody>
</table>

#### 8. Race Track\(^5\)

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Race Track Full Day Rental -with 1 full groom when water is available (^{1,2,3,4})</td>
<td>$230.00 Per day</td>
</tr>
<tr>
<td>Race track work and water</td>
<td>$100 Per work</td>
</tr>
</tbody>
</table>
9. **Pens – User Cleans, feeds and waters**

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Horses- price per horse per day or overnight</td>
<td>$10.00</td>
<td>Per day</td>
</tr>
<tr>
<td>Event stalls for frequent equestrian events 3 x per year if barn filled</td>
<td>$12.00</td>
<td>Per event</td>
</tr>
<tr>
<td>Pens rented by event managers who hold 3 or more events per year</td>
<td>$12.00</td>
<td>Per event</td>
</tr>
<tr>
<td>(per horse per event)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Cattle-price per animal per day or overnight**
  - Long term rental per horse/ per 5 steer (Max 10 steer/4 horses per pen) 1,2,3
  - (park 1 non camping trailer free) Deposit $100
  - $10.00 Per event

10. **Camping Over Night with Event or Stall Rental (In designated areas only)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stall Renter Trailer Camping with electrical and water-(15 day max. if no hookup there is no charge for camping)</td>
<td>$10.00</td>
<td>Per night</td>
</tr>
<tr>
<td>Non-Stall Renters Trailer Camping - No electrical/water (10 day max.) 7</td>
<td>$25.00</td>
<td>Per night</td>
</tr>
<tr>
<td>Non-Stall Renters Trailer Camping with electrical (10 day max.) 7</td>
<td>$30.00</td>
<td>Per night</td>
</tr>
<tr>
<td>Tent camping (10 day max.) 7 per night per family tent</td>
<td>$10.00</td>
<td>Per night</td>
</tr>
</tbody>
</table>

11. **Ball Fields Area- Curfew between 10:30pm to 7:00am.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pavilion (Hourly use – max 5hrs 7:00am to 10:30pm)</td>
<td>$20.00</td>
<td>Per hr</td>
</tr>
<tr>
<td>Pavilion (Daily use – 7:00am to 10:30pm)</td>
<td>$150.00</td>
<td>Per day</td>
</tr>
<tr>
<td>Concession (event holder hires concessionaire. Managers/ Food handlers permit required) (sales receipts required on all gross sales, to work out fee)</td>
<td>10%</td>
<td>Of sales</td>
</tr>
<tr>
<td>Ticketed events (as per arena) Pay to OSTA</td>
<td>$1.00</td>
<td>Per ticket</td>
</tr>
<tr>
<td>Portable sound system rental</td>
<td>$50.00</td>
<td>Per day</td>
</tr>
<tr>
<td>Individual Ball fields / Soccer fields – competition use/ training</td>
<td>$200.00</td>
<td>Per day</td>
</tr>
<tr>
<td>Individual Ball fields / Soccer fields 0 competition use/ training up to 5 hrs</td>
<td>$20.00</td>
<td>Per hr</td>
</tr>
<tr>
<td>Ball field lights per field</td>
<td>$12</td>
<td>Per hr</td>
</tr>
</tbody>
</table>

12. **Parking Lots**

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking lots individually rented when no event is using them</td>
<td>$75</td>
<td>Per day</td>
</tr>
<tr>
<td>(10/hr.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Truck (semi-trailer) parking by reservation &amp; in an emergency</td>
<td>$15</td>
<td>Per night</td>
</tr>
<tr>
<td>14. Non Commercial Truck and UTV Trailer parking only</td>
<td>$5</td>
<td>Per day</td>
</tr>
</tbody>
</table>

13. **Labor Costs**

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>15. Tractor, Driver &amp; Implement-normal business hrs-Mon-Frid, 7am-4pm</td>
<td>$30</td>
<td>Per hour</td>
</tr>
<tr>
<td>16. Tractor, Driver &amp; Implement (1hr min, in 1 hr increments after)OT</td>
<td>$50</td>
<td>Per hour</td>
</tr>
<tr>
<td>17. Arena-Partial Work NT/OT (Normal Time/Overtime)</td>
<td>$15/$25</td>
<td>Per work</td>
</tr>
<tr>
<td>18. Staff cleaning per employee NT/OT (1-hr min, in 1-hr lots thereafter)</td>
<td>$20/$30</td>
<td>Per hour</td>
</tr>
</tbody>
</table>

19. **Employee fee for delivery/pick-up of furniture/equipment for non-commercial events(Does not include set-up or tear down)2hr min

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furniture, Equipment and Storage Hire</td>
<td>$20/$30</td>
<td>Per Hour</td>
</tr>
</tbody>
</table>
### Additional Services & Fees

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee</th>
<th>Per item</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Projector</strong></td>
<td><strong>$20</strong></td>
<td>Per day</td>
</tr>
<tr>
<td><strong>Tables (each)</strong> 14 white and 26 brown available and 132 old</td>
<td><strong>$2/$1</strong></td>
<td>Per day</td>
</tr>
<tr>
<td><strong>Chairs (each)</strong> 33 orange and 400-130 black available</td>
<td><strong>$1</strong></td>
<td>Per day</td>
</tr>
<tr>
<td><strong>Astroturf almost entire arena (14 rolls)</strong></td>
<td><strong>$480</strong></td>
<td>Per roll</td>
</tr>
<tr>
<td><strong>Astroturf $40 per roll, does not cover the complete arena</strong></td>
<td><strong>$40</strong></td>
<td>Per roll</td>
</tr>
<tr>
<td><strong>Storage Shed Rental- Prorated for portion of year</strong></td>
<td><strong>$365</strong></td>
<td>Per year</td>
</tr>
<tr>
<td><strong>Timing Equipment for barrel races etc</strong></td>
<td><strong>$2530</strong></td>
<td>Per day</td>
</tr>
<tr>
<td><strong>Portable sound system rental- Deposit required $100</strong></td>
<td><strong>$50</strong></td>
<td>Per day</td>
</tr>
</tbody>
</table>

### Footnotes

1. **Note:** Cost of damage will be levied against the Cleaning Deposit. Cleaning deposits will be forfeited when notice of cancellation is less than 1 month prior to event.

2. **Note:** Renting of some areas of the facility may cause adjacent areas to be closed and may result in extra rental cost.

3. **Note:** User and/or Event Holders are responsible for cleaning facilities and stalls which will be inspected 1st business day after event. If user requires OSTA to clean, cost will be at staff cost per hour line item.

4. **Note:** Only trained County employees will be allowed to operate OSTA equipment.

5. **Note:** To encourage additional events and future business at the facility, reductions to **base fees (arena daily rental)** for repeat customers in good standing may include: one repeat event the following year at 20% off; 3-4 events annually at 30% off. (Only one type of discount applies per event.)
6 Note: This fee is to promote local equestrian development. See item 302.

7 Note: County policy prohibits non-equestrian camping unless associated with an event or as an exception when all campgrounds are full in town or for semi drivers who are out of hours.

Semi-trailers may park in agreed location subject to events and subject to individual approval by manager. This use is on a situational basis where drivers have inadvertently used their drive hours up and have nowhere to park in Grand County. No generators to run at night near condos. No parking near condos to prevent noise issues.

8 Note: Local Family activities at OSTA: Families and individuals may use the arena grounds for wholesome activities during hours of 7am to 9pm.

Proviso Rules for local persons and all event participants

No motorized vehicles on any concrete (footpaths, curbs, pavilion floor, ADA rams or door pads etc), on any grass areas or undesignated roadways and no blocking of doorways or driveways. Please contact arena staff for clarification if unsure.

No motorized vehicles, horses or livestock on grass, ball fields road or concrete or upper level parking lot areas.

9 Note: All trash must be placed in garbage cans and horse manure must be placed in the manure bins or in the large manure dump 200 yards beyond barn C on the dump near barn C. No dogs/pets are permitted on the soft ball fields unless given permission by manager. Lights to pavilion may be used for limited time. Please turn off when not in use to save cost to the County. Ball field lights may be used at a cost of $12 per hour. Pre-arrangement necessary for light use.

Arena lighting and heating should be used only if necessary and should be turned off when floor space is not in use for more than 30 minutes. Hours for use of these utilities should be between 7am and 1am

10 Note: Cost/use of facilities may in some circumstances be off set against in kind labor, advertising, and donated goods, for equivalent value if viable to do so.
3.06.010 Fees of the Recorder’s Office.

A. The following fees and charges are required by Utah Code Annotated § 17-21-18.5. If there is a conflict between the fees contained herein and the Utah Code Annotated (UCA), the UCA shall govern:

<table>
<thead>
<tr>
<th>Recording Fees</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recording any instrument (UCA § 17-21-18.5 (1) (a))</td>
<td>$10.00</td>
</tr>
<tr>
<td>Recording any instrument under Title 70A Uniform Commercial Code (UCA §17-21-18.5 (1) (b))</td>
<td>$10.00 for the first page and $2.00 for each additional page plus $1.00 for each additional description</td>
</tr>
<tr>
<td>Recording a right-of-way connected with or appurtenant to any tract of land described in the instrument (UCA § 17-21-18.5 (1) (c))</td>
<td>$1.00, but if the instrument contains more than two names for either the first or second party, or plaintiffs or defendants, $1.00 for each additional name</td>
</tr>
<tr>
<td>Recording mining locations notices and affidavits of labor (UCA § 17-21-18.5 (1) (d))</td>
<td>$10.00 for the first page and $2.00 for each additional page</td>
</tr>
<tr>
<td>Recording mining locations notices and affidavits of labor which contain more than two signers (UCA § 17-21-18.5 (1) (e))</td>
<td>$1.00 for each additional name, and for an affidavit or proof of labor which contains more than one mining claim, $1.00 for each additional mining claim</td>
</tr>
<tr>
<td>Recording certificates under seal (UCA § 17-21-18.5 (2) (b))</td>
<td>$5.00</td>
</tr>
<tr>
<td>Recording any plat (UCA § 17-21-18.5 (2) (c))</td>
<td>$30.00 for each sheet and $1.00 for each lot or unit designation</td>
</tr>
<tr>
<td>Taking and certifying acknowledgements, including seal (UCA § 17-21-18.5 (2) (d))</td>
<td>$5.00 or one name and $2.00 for each additional name</td>
</tr>
<tr>
<td>Recording any license issued by the Division of Occupational and Professional Licensing (UCA § 17-21-18.5 (2) (e))</td>
<td>$10.00</td>
</tr>
<tr>
<td>Recording a Federal Tax Lien or discharging of the lien (UCA § 17-21-18.5 (2) (f))</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

B. The following fees and charges are approved and shall be assessed and collected by the Recorder’s Office for plat maps:

<table>
<thead>
<tr>
<th>Printing and Copying Plat Maps¹</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>18” x 18”</td>
<td>$1.00</td>
</tr>
<tr>
<td>All sizes over 18” x 18”</td>
<td>$3.00</td>
</tr>
<tr>
<td>Aerial maps</td>
<td>$6.00</td>
</tr>
<tr>
<td>Survey maps—18” x 18” (Computer-generated)</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

¹ Note: For any of the above maps mailed, add two dollars ($2.00).
C. The following fees and charges are approved and shall be assessed and collected by the Recorder’s Office for copies, faxes and e-mails:

<table>
<thead>
<tr>
<th>Copies and Faxes</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessment roll</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Address list Per Parcel</td>
<td>$0.10</td>
</tr>
<tr>
<td>Partial lists</td>
<td>$2.00/page</td>
</tr>
<tr>
<td>Copies/Prints- Black &amp; White</td>
<td></td>
</tr>
<tr>
<td>Self-Serve: Any size</td>
<td>$0.25/printed page</td>
</tr>
<tr>
<td>Staff-Serve</td>
<td>$0.50/printed page</td>
</tr>
<tr>
<td>Staff-Serve- Including search and mailing</td>
<td>$1.00/ printed page</td>
</tr>
<tr>
<td>Abstract book</td>
<td>$2.00 per page</td>
</tr>
<tr>
<td>Other</td>
<td>as determined by department</td>
</tr>
</tbody>
</table>

### 3.06.120 Fees of the Road Department.

A. The following fees and charges are approved and shall be assessed and collected by the Road Department for services:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Right-of-way Encroachment permits including driveways, access roads and other similar encroachments not associated with an active building permit.</td>
<td>$250.00</td>
</tr>
<tr>
<td>Use of Equipment(^1)</td>
<td>Equipment according to the rates published by <em>Equipment Cost Reference Guide</em></td>
</tr>
<tr>
<td>Use of Operators (^1)</td>
<td>Current hourly average of wage and all benefits of a County employee with the classification of Operator 1, 2 or 3</td>
</tr>
<tr>
<td>Street Vacation</td>
<td>$300.00</td>
</tr>
<tr>
<td>Signs</td>
<td></td>
</tr>
<tr>
<td>Creating Street Signs</td>
<td>$50.00</td>
</tr>
<tr>
<td>Installation of Signs</td>
<td>$175.00 per sign</td>
</tr>
</tbody>
</table>

\(^1\) Note: Use of equipment or operators is limited to agreements that the County may have with other governmental entities.

B. The following fees and charges are approved and shall be assessed and collected by the Road Department for pavement cut permits:

<table>
<thead>
<tr>
<th>Pavement Cut Permits</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-paved excavation</td>
<td>$150.00</td>
</tr>
<tr>
<td>Cuts in paved surfaces (require verification that roadway cannot be bored)</td>
<td>$200.00</td>
</tr>
<tr>
<td>Road bores across a paved County Road</td>
<td>$150.00</td>
</tr>
<tr>
<td>Cuts in asphalted surfaces 3 years old or less</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>
Unauthorized excavation in County of Right of Ways\(^1\) | $2,000.00 plus pavement cut permit fee
---|---
Multiple cuts into the County Right of Ways for the same development\(^1\) | $2,000.00

\(^1\) Note: County Road Supervisor may waive this fee based upon the circumstances including multiple cuts for looping of utilities or other practical reason.

### 3.06.130 Fees of the Sand Flats Recreation Area.

**A.** The following fees and charges are approved and shall be assessed and collected by the Sand Flats Recreation Area:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day use</td>
<td>$5.00 for 1 day or $10.00 for 7 days per 4-wheeled vehicle</td>
</tr>
<tr>
<td></td>
<td>$2.00 for 1 day or $5.00 for 7 days per person by shuttle, bicycle or motorcycle</td>
</tr>
<tr>
<td></td>
<td>$5.00 per vehicle trailer</td>
</tr>
<tr>
<td>First Come First Serve Campsites</td>
<td>$15.00 per vehicle with up to 5 people, then $2.00 each additional person and $5.00 per vehicle trailer (10 person maximum per site)</td>
</tr>
<tr>
<td>Reserved Group Campsite (E-Sites)</td>
<td>$60.00/night for group camping (11-16 person and 6 vehicle maximum per site)</td>
</tr>
<tr>
<td>Sand Flats Annual pass</td>
<td>$25.00 Up to 85 free passes may be provided annually, at SFRA Manager’s discretion, to a variety of entities directly involved in supporting SFRA operations.</td>
</tr>
<tr>
<td>Acceptance of America the Beautiful- National Parks and Federal Recreational Lands Access Pass (for disability related discounts for day use and camping)</td>
<td>$0.00 Day use 50% off camping fee</td>
</tr>
</tbody>
</table>

### 3.06.14f0 Fees of the Sheriff’s Office.

**A.** The following fees and charges are required by UCA § 17-22-2.5. If there is a conflict between the fees contained herein and the UCA, the UCA shall govern:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Serving notices, rules, order subpoena, garnishments, summons, or summons and complaint, garnishee execution, or other process by which an action or proceeding is commenced on each defendant (UCA § 17-22-2.5 (2) (a))</td>
<td>$20.00 (UCA § 17-22-2.5 (2) (a)) Plus, traveling fee(^1) of $2.50 for each mile necessarily traveled, in going only, computed from the courthouse for each person served, to a maximum of 100 miles (UCA § 17-22-2.5 (4) (a) (i))</td>
</tr>
<tr>
<td>Service</td>
<td>Fee</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>Taking or approving a bond or undertaking in any case in which he is authorized to take or approve a bond or undertaking, including justification (UCA § 17-22-2.5 (2) (b))</td>
<td>$5.00</td>
</tr>
<tr>
<td>Copy of any writ, process or other paper when demanded or required by law (UCA § 17-22-2.5 (2) (c))</td>
<td>$0.50 for each folio</td>
</tr>
<tr>
<td>Serving an attachment on property, or levying an execution, or executing an order of arrest for an order for the delivery of personal property (UCA § 17-22-2.5 (2) (d))</td>
<td>$50.00 (UCA § 17-22-2.5 (2) (d)) Plus, traveling fees only collected for the actual distance traveled beyond the distance required to serve the summons if the attachment of those orders accompany the summons in the action and may be executed at the time of the service of the summons (UCA § 17-22-2.5 (5))</td>
</tr>
<tr>
<td>Taking and keeping possession of and preserving property under attachment or execution or other process (UCA § 17-22-2.5 (2) (e))</td>
<td>The amount that the court orders to a maximum of $15.00 per day</td>
</tr>
<tr>
<td>Advertising property of sale on execution, or any judgment, or order of sale, exclusive of the cost of publication (UCA § 17-22-2.5 (2) (f))</td>
<td>$15.00 (UCA § 17-22-2.5 (2) (f)), shall be collected from the judgment debtor’s part of the execution in the same manner as the sum directed to be made (UCA § 17-22-2.5 (3))</td>
</tr>
<tr>
<td>Drawing and executing a sheriff’s deed or certificate of redemption, exclusive of acknowledgment (UCA § 17-22-2.5 (2) (g))</td>
<td>$15.00 to be paid by the grantee</td>
</tr>
<tr>
<td>Recording each deed, conveyance, or other instrument affecting real estate, exclusive of the cost of recording (UCA § 17-22-2.5 (2) (h))</td>
<td>$10.00 to be paid by the grantee</td>
</tr>
<tr>
<td>Serving a writ of possession or restitution, and putting any person entitled to possession into possession of premises, and removing occupant (UCA § 17-22-2.5 (2) (i))</td>
<td>$50.00 (UCA § 17-22-2.5 (2) (i)) Plus, traveling fee of $2.50 for each mile necessarily traveled, in going only, computed from the courthouse for each person served, to a maximum of 100 miles (UCA § 17-22-2.5 (5) (a) (i))</td>
</tr>
<tr>
<td>Holding each trial of right of property to include all services in the matter, except mileage (UCA § 17-22-2.5 (2) (j))</td>
<td>$35.00</td>
</tr>
<tr>
<td>Conducting, postponing, or canceling a sale of property (UCA § 17-22-2.5 (2) (k))</td>
<td>$15.00</td>
</tr>
<tr>
<td>Taking a prisoner in civil cases from prisoner before a court or magistrate (UCA § 17-22-2.5 (2) (l))</td>
<td>$2.50, for each mile necessarily traveled in going only, to a maximum of 100 miles</td>
</tr>
<tr>
<td>Taking a prisoner from the place of arrest to prison, in civil cases, or before a court or magistrate (UCA § 17-22-2.5 (2) (m))</td>
<td>$2.50, for each mile necessarily traveled in going only, to a maximum of 100 miles</td>
</tr>
<tr>
<td>Service</td>
<td>Fee</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Receiving or paying over money on execution or other process (UCA § 17-22-2.5 (2) (n))</td>
<td>If the amount does not exceed $1,000, 2% of this amount with a minimum of $1.00; if amount collected exceeds $1,000, 2% on the first $1,000 and 1.5% on the balance</td>
</tr>
<tr>
<td>Executing in duplicate a certificate of sale, exclusive of filing it (UCA § 17-22-2.5 (2) (o))</td>
<td>$10.00</td>
</tr>
<tr>
<td>Delivering an insane person to the Utah State Hospital, when cost of delivery is payable by a private individual (UCA § 17-22-2.5 (5) (a))</td>
<td>$2.50 per mile for the distance from the county seat of his county to the Utah State Hospital, to a maximum of 100 miles; If the sheriff requires assistance to deliver the person to the Utah State Hospital, the sheriff may also change the actual and necessary cost of that assistance (UCA § 17-22-2.5 (6) (b))</td>
</tr>
<tr>
<td>Obtaining a saliva DNA specimen under section 53-10-404 (UCA § 17-22-2.5 (6))</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

1 Note: The Sheriff may only charge one mileage fee if any two or more papers are required to be served in the same action or proceeding at the same time and at the same address. (UCA § 17-22-2.5 (5) (b)). If it is necessary to make more than one trip to serve any notice, order, process or other paper, the Sheriff may not collect more than two additional mileage charges (UCA § 17-22-2.5 (5) (c)).
B. The following fees and charges are approved and shall be assessed and collected by the Sheriff’s Office:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accident reports</td>
<td>$7.50</td>
</tr>
<tr>
<td>Per page for reports</td>
<td>$1.00</td>
</tr>
<tr>
<td>Postings</td>
<td>$5.00 per posting</td>
</tr>
<tr>
<td>Commercials, security, etc.</td>
<td>$65.00 per hour/4-hour minimum</td>
</tr>
<tr>
<td>Vehicle use for commercials, movies, security</td>
<td>$35.00 per hour plus $1.00 per mile</td>
</tr>
<tr>
<td>Bailiff fees/ Security fees</td>
<td>$18.00 per hour</td>
</tr>
<tr>
<td>Photo evidence</td>
<td>$1.00 per picture</td>
</tr>
<tr>
<td>In-car video reproduction</td>
<td>$40.00</td>
</tr>
<tr>
<td>Audio/research</td>
<td>$25.00 plus $25.00 per hour for reproductions that require extensive labor</td>
</tr>
<tr>
<td>Jail fees:</td>
<td></td>
</tr>
<tr>
<td>Charge to state for inmates</td>
<td>$46.85 per day</td>
</tr>
<tr>
<td>Charge to state for felony probationers</td>
<td>$27.10 per day</td>
</tr>
<tr>
<td>Housing for non-law enforcement transportation agencies</td>
<td>$75.00 per day</td>
</tr>
<tr>
<td>Housing for out of County jail commitments</td>
<td>$45.00 per day</td>
</tr>
<tr>
<td>Daily processing work release inmates</td>
<td>$25.00 per day</td>
</tr>
<tr>
<td>Daily processing half-way out work release inmates</td>
<td>$10.00 per day</td>
</tr>
</tbody>
</table>

C. The following fees and charges are approved and shall be assessed and collected by the Sheriff’s Office for Grand County Search and Rescue (GCSAR):

<table>
<thead>
<tr>
<th>Search and Rescue Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Incident</td>
<td>Definition</td>
</tr>
<tr>
<td>Small</td>
<td>3 hours or less, 6 responders or fewer</td>
</tr>
<tr>
<td>Medium</td>
<td>Over 3 hours, 6 responders or fewer</td>
</tr>
<tr>
<td>Medium</td>
<td>3 hours or less, 7 or more responders</td>
</tr>
<tr>
<td>Large</td>
<td>Over 3 hours, 7 or more responders</td>
</tr>
<tr>
<td>Expendables</td>
<td>i.e. Helicopter rent/fuel, damaged equipment, etc.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GCSAR Special Event Reimbursement Schedule</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$25.00/hour, 4 hour minimum</td>
</tr>
<tr>
<td>ATV/UTV</td>
<td>$125.00 per unit/24-hr. day or less</td>
</tr>
</tbody>
</table>
### 3.06.150 Fees of the Surveyor’s Office.

**A.** The following fees and charges are approved and shall be assessed and collected for the Surveyor’s Office. If there is a conflict between the fees contained herein and Grand County Ordinance, the Ordinance setting the highest fees shall govern:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Filing fee</td>
<td>$20.00 per survey</td>
</tr>
</tbody>
</table>

### 3.06.160 Fees of Star Hall.

**A.** The following fees and charges are approved and shall be assessed and collected for the Star Hall:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short- Term Hall rental (Less than a week)</td>
<td>$2530.00 per hour (3-hour minimum)</td>
</tr>
<tr>
<td>Long- Term Hall rental (More than a week)</td>
<td>$300.00 per week plus $2530.00 per hour during performance night</td>
</tr>
<tr>
<td>Security deposit&lt;sup&gt;1&lt;/sup&gt;</td>
<td>$300.00</td>
</tr>
<tr>
<td>501(c)3 and Utah State Commercial Code approved Non Profit Associations (documentation required)</td>
<td>50% off of Short –term or Long-term rental</td>
</tr>
<tr>
<td>Open/close fee (if required)</td>
<td>$30.00</td>
</tr>
<tr>
<td>Extra custodial service</td>
<td>$1820.00 per hour</td>
</tr>
<tr>
<td>Lighting Board and Public Address System Deposit&lt;sup&gt;2&lt;/sup&gt;</td>
<td>$150.00&lt;sup&gt;3&lt;/sup&gt; plus the actual cost of technician fees (paid directly to technician)</td>
</tr>
<tr>
<td>Projector, DVD, and Audio Supplies Deposit&lt;sup&gt;2&lt;/sup&gt;</td>
<td>$150.00&lt;sup&gt;3&lt;/sup&gt; plus the actual cost of technician fees (paid directly to technician)</td>
</tr>
<tr>
<td>Portable Projector/Use of Wireless Microphone</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

<sup>1</sup> Note: Cost of damage will be levied against the deposit posted with the County. Remainder of the charges for damages will be paid by individual or entity in which the County has the rental agreement with. Security deposit will be forfeited when notice of cancellation is less than 24 hours.

<sup>2</sup> Note: This equipment shall only be released to authorized individuals approved by the County. A list of names with contact information of authorized individuals is available upon request. Renter is to make arrangements with authorized individuals to provide service associated with using the equipment. All other operators must be pre-approved by the County before the event.
Note: In the event any damage to the equipment occurs as a result of an unapproved person or persons handling, the Renter agrees to pay all costs to repair or replace equipment. Cost of damage will be levied against the deposit posted with the County. Remainder of the charges for damages will be paid by Renter with whom the County has the rental agreement.

3.06.170 Fees of the Moab Area Travel Council.

A. The following fees and charges are approved and shall be assessed and collected by the Moab Area Travel Council:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labels</td>
<td>$0.05 each</td>
</tr>
<tr>
<td>CD’s (one-time charge)</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

3.06.180 Fees of the Treasurer’s Office.

A. The following fees and charges are approved and shall be assessed and collected by the Treasurer’s Office:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax and assessment roll</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Partial tax roll</td>
<td>$2.00 per page</td>
</tr>
<tr>
<td>Name and address index</td>
<td>$0.10 per parcel</td>
</tr>
<tr>
<td>Information search</td>
<td>$25.00 per hour (1 hour minimum)</td>
</tr>
<tr>
<td>Parcel information printout</td>
<td>$0.25 per parcel per tax year</td>
</tr>
<tr>
<td>Back Tax Report</td>
<td>$0.13 per parcel</td>
</tr>
<tr>
<td>Other</td>
<td>As determined by department</td>
</tr>
</tbody>
</table>

3.06.190 Fees of the Weed Department.

A. The following fees and charges are approved and shall be assessed and collected by the Weed Department:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spray time</td>
<td>$52.00 per hour</td>
</tr>
<tr>
<td>Travel time</td>
<td>$32.00 per hour</td>
</tr>
<tr>
<td>Mileage</td>
<td>$0.75 per mile</td>
</tr>
<tr>
<td>Truck with spray rig</td>
<td>$25.00 per hour</td>
</tr>
<tr>
<td>Tordon 22K</td>
<td>$0.45 per ounce</td>
</tr>
<tr>
<td>Vanquish</td>
<td>$0.45 per ounce</td>
</tr>
<tr>
<td>2, 4-D Amine</td>
<td>$0.15 per ounce</td>
</tr>
<tr>
<td>Escort</td>
<td>$8.00 per ounce</td>
</tr>
<tr>
<td>Curtail</td>
<td>$0.40 per ounce</td>
</tr>
<tr>
<td>Milestone</td>
<td>$2.75 per ounce</td>
</tr>
<tr>
<td>Roundup Pro / rodeo</td>
<td>$0.25 per ounce</td>
</tr>
<tr>
<td>Transline</td>
<td>$0.92 per ounce</td>
</tr>
</tbody>
</table>
### Fees of Canyonlands Field (CNY)

**A.** The following fees and charges are approved and shall be assessed and collected by the Canyonlands Field:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landing Fee; Commercial Operations at CNY</td>
<td>$0.70/1000 lbs. Max. Take Off Weight (MTOW)</td>
</tr>
<tr>
<td>Fuel Flowage Fee</td>
<td>$0.065/gallon</td>
</tr>
<tr>
<td>Overnight Parking</td>
<td>$3.00 per night</td>
</tr>
<tr>
<td>Single Aeronautical Service Operator (SASO) Permit</td>
<td>$100 registration application fee</td>
</tr>
<tr>
<td>Monthly Parking (minimum 3 months)</td>
<td>$75.00</td>
</tr>
<tr>
<td>Retail Sales Office Area (2 years or more)</td>
<td>$3.25/sq. ft. per month</td>
</tr>
<tr>
<td>Retail Sales Office Area (23 months or less)</td>
<td>$4.25/sq. ft. per month</td>
</tr>
<tr>
<td>Long Term Parking (Overnight)</td>
<td>$35.00/night</td>
</tr>
<tr>
<td>Rental Car Parking Space (or 10 % gross)</td>
<td>$10/month/space</td>
</tr>
<tr>
<td>Retail Sales Office and Ground Lease Application Fee</td>
<td>$100.00</td>
</tr>
<tr>
<td>Ground Lease (base airside)</td>
<td>$0.23/sq. ft./year</td>
</tr>
<tr>
<td>Ground lease (landside/non-aviation)</td>
<td>$0.46/sq ft/year</td>
</tr>
<tr>
<td>Water and Sewer Rates</td>
<td>$19.50/month for water</td>
</tr>
<tr>
<td></td>
<td>$27.20/month for sewer</td>
</tr>
<tr>
<td>Ramp Fees</td>
<td>$60.00 aircraft over 10,000 lbs. MTOW</td>
</tr>
<tr>
<td></td>
<td>$225.00 aircraft over 25,000 lbs. MTOW</td>
</tr>
<tr>
<td>Aircraft Parking/Tie Downs (Subject to long-term lease with Fixed Base Operator (FBO))</td>
<td></td>
</tr>
<tr>
<td>Lease Rate</td>
<td></td>
</tr>
<tr>
<td>Hangar “A” 60’x80’=4800 sq.ft.</td>
<td>Hangar “A” $0.27/sq.ft./month</td>
</tr>
<tr>
<td>Hangar “B” 70’x90’+20’x60’=7500 sq.ft.)</td>
<td>Hangar “B” $0.29/sq.ft./month</td>
</tr>
<tr>
<td>Billboard Fees – 1 year minimum</td>
<td>$1.45/sq. ft. / month</td>
</tr>
<tr>
<td>Airport Clean-up (runway/taxiway/ramp)</td>
<td>$150/hr + equipment charges</td>
</tr>
<tr>
<td>Parachute Landing Area Maintenance</td>
<td>$100/mo/skydive company</td>
</tr>
<tr>
<td>Commercial TV/Film</td>
<td>$1000/day + Insurance naming Grand County as secondary</td>
</tr>
<tr>
<td>Non-aviation vending and concessions</td>
<td>10% gross sales</td>
</tr>
<tr>
<td>Non-airport rental cars</td>
<td>$500/year/company</td>
</tr>
<tr>
<td>Terminal Advertising</td>
<td>$3.25/sq ft</td>
</tr>
<tr>
<td>Ground Transportation Use Fee One-time trip usage</td>
<td>$200/year/company</td>
</tr>
<tr>
<td>Ground Transportation Vehicle (more than 1 vehicle/company)</td>
<td>$25/Vehicle for one-time round trip</td>
</tr>
</tbody>
</table>
### 3.06.210 Fees of the Haz-Mat Response Task Force.

**A.** The following fees and charges are approved and shall be assessed and collected by the Haz-Mat Response Task Force:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>All services rendered by the Haz-Mat Response Task Force</td>
<td>Actual costs as calculated by the Haz-Mat Response Task Force</td>
</tr>
</tbody>
</table>

### 3.06.220 Fee Waivers.

**A.** **By Elected Officials and Department Heads.** Elected officials and department heads may waive fees required herein up to $250 for services provided to other governmental entities.

**B.** **By Community and Economic Development Director.** The Community and Economic Development Director may waive or defer all or part of the Fees of the Community and Economic Development Department set forth in Section 3.06.050 above up to $10,000 for development activity attributable to Low-Income Housing, as defined in the Grand County Land Use Code, that ensures, via deed restriction, affordability pursuant to a stated maximum resale formula for primary residents who are actively employed or disabled, or a reasonable combination thereof, as defined by Section 4.7 and the Utah Fair Housing Act.

**C.** **By County Council.** The County Council may waive or defer all or part of any of the Fees set forth herein for i) governmental entities or ii) development activity attributable to Low-Income Housing, as defined in the Grand County Land Use Code, that ensures, via deed restriction, affordability pursuant to a stated maximum resale formula for primary residents who are actively employed or disabled, or a reasonable combination thereof, as defined by Section 4.7 and the Utah Fair Housing Act, upon a finding of public benefit.

**D.** **Fee Agreement.** A fee waiver or deferral for Low-Income Housing pursuant to this Section 3.06.230 shall be effective upon execution of a Fee Agreement whereby Applicant covenants to i) pay said Fees in the event the Low-Income Housing is not constructed or completed as represented by Applicant; and 2) permit the County to automatically lien Applicant’s real property as security for repayment of said Fees.

### 3.06.230 Return of Fees.
A. **Return of Fees.** If service is not rendered, the Elected Official or Department Head may recommend to the Clerk/Auditor in writing that the fees paid by an individual or entity be returned. Aggrieved individuals may appeal the Clerk/Auditor’s decision to the County Council.

### 3.06.240 Additional Fees.

A. **Additional Fees.** If services require more resources than anticipated in the original application fee, either by County staff, services rendered by a professional or other third party services, the customer shall be responsible to reimburse Grand County for these charges plus 10% of the charges to cover administrative costs, which shall include extraordinary attorneys’ fees. Such fees and charges shall accrue to, and are payable by, the entity which receives service, executes an application, enters into a development agreement, or requests the service.

B. **Billing Statements.** The County shall bill customers for excess reimbursable fees accruing under this section and all other charges on a regular basis within forty-five (45) days of services. The billing by the County shall be in reasonable detail to permit the customer to determine the reason for the expenditure, and fees or charges incurred, along with the rate or other basis for the charge. Billings for reimbursable fees are due upon receipt and if the balance due is not paid within thirty (30) days of mailing, the customer is delinquent and is in default to the County. Billing statement from the County to the customer shall be deemed correct, accurate, undisputed and due in full unless the Clerk Auditor shall receive in writing of a disputed bill in reasonable detail to ascertain the exact question or matter in dispute within thirty (30) days of the postmarked date on the mailed statement or the date of hand-delivery if the statement is not delivered through the U.S. Mail.

C. **Conference with Customer.** The customer, or their representatives, may informally confer with County staff to obtain further information, ask questions, and receive clarification of charges included on the billings. An informal conference may result in changes to the invoice from the County to the customer. If the invoice is corrected or changed, the customer shall pay the corrected invoice within fifteen (15) days of receipt of the corrected invoice.

D. **Disputed Amount to County Council.** Any disputed amount after the customer has conferred with the County Staff may be disputed to the County Council. The customer shall notify the Clerk Auditor again in writing regarding the contested amount. The Clerk Auditor shall notify the Council Administrator to the need to place the issue on the County Council’s agenda. The County Council shall consider the payment dispute in a regularly scheduled County meeting. Notice of the time, date and place of the meeting where the disputed statement will be considered by the County Council will be mailed to the customer not less than five (5) days before the date of the meeting. The customer may present any statement or evidence supporting the customer’s position with respect to the dispute. The County Council shall vote on each disputed charge by the customer to determine whether or not to reduce or eliminate the disputed charges. The decision of the County Council shall be final.

E. **Customers in Default.** Customers must remain in good standing with all amounts due and payable to the County paid as such amounts become due. Customers who are delinquent in payment of reimbursable fees and charges to the County shall be deemed to be in default and future requests for services shall be delayed until the customer has remedied the default.

### 3.06.250 Savings Clause
A. Ordinance No. 582-596 is hereby repealed and replaced by this Ordinance; provided, however, that Ordinance No. 582-596 shall remain in full force to authorize the discipline of a person who violated Ordinance No. 582-596 prior to the effective date of this Ordinance.

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

**PASSED, ADOPTED, AND APPROVED** by the Grand County Council in open session this 3rd day of December, 2019 by the following vote:

- **Those voting aye:**
- **Those Voting nay:**
- **Those absent:**

**ATTEST:**

______________________________    ________________________________
Chris Baird, Clerk/Auditor    Evan Clapper, Grand County Council Chair

**APPROVE:**
Hi Bryony,

The Library Board’s proposed changes to the current fee schedule are attached.

The Board is recommending a removal of the $1 fee for replacement cards. Here’s a portion of the draft minutes from the Board’s September 12 meeting that discuss the reasoning for the recommendation:

“... the Utah State Library will soon be requiring the library to switch all of our patrons to new library cards so that we can continue to provide access to state library resources. Grand County Library has already used state library funds to purchase replacement cards for the required switch, which will likely take place over the winter months. Library staff feel that charging patrons $1 for a required card that the state library has already paid for will be both unfair and bad for public relations... Dan made a motion to approve the recommendation of a revised Grand County Public Library Fee Schedule to the Grand County Council as presented. Alanna seconded the motion and it passed unanimously.”

Please let me know if you need any additional info.

Thanks!
Meg
Rationale of Changes for proposed 2020 OSTA Fee Schedule

1. Item C – A fee for OSTA Staff to be present for events with Alcohol, or Live Entertainment. This is to ensure on sight security for OSTA Grounds.
2. Item D - Modified some of the wording to support local youth groups.
3. Item F – Added the word “LOCAL”, to support local residents.
4. Item G – Modification of wording to support Government Agency Use.
5. Items C-J – Letters modified to accommodate additional added line items.
6. Item # 2, line 2 – typo was supposed to be per hour, not per day.
7. Item #5, line 3 – fee to help support local group riding lessons.
8. Item # 7 – Clarification that OSTA does not care for boarders’ animals.
9. Item #7, line 2 – Addition of fee to work Racetrack.
10.Item # 9 – Clarification that OSTA does not care for animals.
11.Item # 9, line 3 – Clarification of wording, for MONTHLY & Livestock Limits.
12.Item #19 – Addition of fees for non-commercial events with furniture, or equipment rental that requires OSTA staff time for delivery/set-up & removal.
13.Item# 19 -38 – Numbers adjusted for addition of additional line items.
14.Item# 22 – Increase in furniture stock
15.Item# 26 – Clarification of item, this item is used for barrel race timing, and etc.
16.Item #29 – Addition of fees for shipping of items during a Special Event, to be received and delivered to Vendor Booths by OSTA Staff, via tractor.
AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
December 3, 2019

Agenda Item: K

<table>
<thead>
<tr>
<th>TITLE: Approving a proposed resolution adopting a 100% renewable energy goal by 2030 and participating in the study and evaluation of renewable energy costs as defined by HB 411 (2019), the Community Renewable Energy Act.</th>
</tr>
</thead>
<tbody>
<tr>
<td>FISCAL IMPACT: None at this time. Costs incurred in the future to participate in program study and evaluation.</td>
</tr>
<tr>
<td>PRESENTER(S): Zacharia Levine, Community and Economic Development Director</td>
</tr>
</tbody>
</table>

STATED MOTION:
I move to approve the proposed resolution adopting a 100% renewable energy goal by 2030 and participating in the study and evaluation of renewable energy costs as defined by HB 411 (2019), the Community Renewable Energy Act.

PLANNING COMMISSION RECOMMENDATION:
N/A

STAFF RECOMMENDATION:
APPROVE.

There are many off-ramps for the County should staff and/or the Council determine that participation in a community renewable energy agreement with Rocky Mountain Power is not in the best interest of Grand County residents and businesses.

BACKGROUND:

HB 411, the Community Renewable Energy Act (“The Act”), was signed into law following the 2019 Utah Legislative Session. The Act enables communities served by Rocky Mountain Power who desire renewable energy to obtain net-100% renewable electricity by 2030.

In order to participate in the multi-jurisdictional study, evaluation, negotiation, contract, and implementation process, Grand County must adopt a resolution stating its goal of all becoming net-100% renewable by 2030 before December 31, 2019.

The process includes the following six steps. Councilmembers should note that Grand County has many opportunities to exit the program without incurring additional liability, including before each of the following steps.

Steps:
1. Communities adopt 100% renewable by 2030 resolutions before December 31, 2019.
   a. By adopting the proposed resolution, Grand County would join
a collective of communities that signed similar resolutions.

2. The community collective signs an agreement with Rocky Mountain Power to:
   a. Determine renewable energy demand
   b. Determine renewable resources needed
   c. Pay costs of regulatory services & fees

3. Rocky Mountain Power files a renewable energy program regulatory filing with the Public Service Commission (PSC).

4. Projected Rates and Terms are defined by the PSC, and estimated rate impacts to customers are determined.

5. Communities adopt ordinances to obtain net-100% clean, renewable electrical energy for all customers in their communities.

   a. Each and every customer has a choice:
      i. Standard electricity rate
      ii. Standard renewable energy rate

**Attachment(s):**

1. DRAFT resolution
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 General Plan states that Grand County “strives toward an energy-efficient future,” and endeavors to “use renewable and alternative energy” (pg. 44).

WHEREAS, the Grand County government is responsible to promote the public health and safety of its residents, including access to clean air, clean water and a livable environment;

WHEREAS, the Utah Legislature adopted HB 411, the Community Renewable Energy Act (the “Act”), to enable development of community renewable energy programs;

WHEREAS, the Act requires a county to adopt a resolution no later than December 31, 2019 that states a goal of achieving an amount equivalent to 100% of the annual electric energy supply for participating customers from renewable energy resources by 2030;

WHEREAS, energy resources we utilize as a county government and community significantly impact public health and safety, including the economic and social well-being of current and future residents;

WHEREAS, the transition to a low-carbon community reliant on the efficient use of renewable energy resources and electrified transportation will provide a range of benefits including improved air quality, enhanced public health, increased national and energy security, local green jobs, reduced reliance on finite resources and myriad other positive outcomes;

WHEREAS, Grand County is committed to helping facilitate this transition alongside other national and international communities that have prioritized addressing climate change by investing in clean energy to enhance the well-being of current and future generations.

WHEREAS, the County Council considered this item in a public meeting held on December 3, 2019; and

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the goal of 100% renewable electricity;

NOW, THEREFORE, BE IT RESOLVED by the Grand County Council that it does hereby approve the following:

1. **Renewable Energy Goal.** Grand County hereby commits to a community goal of achieving an amount equivalent to 100% of the annual electric energy supply for participating customers from renewable energy resources by 2030. This goal is stated in
accordance with the provisions of the Community Renewable Energy Act codified at Utah Code Ann. § 54-17-903, and is intended to express the County Council’s decision to participate in the study and review of the costs and other requirements related to the development of renewable energy sources for Grand County and for use by participating customers within Grand County.

2. *Effective Date and Duration.* This resolution shall take effect immediately upon passage by the County Council, regardless of the date of publication.

**APPROVED** by the Grand County Council in open session this 3rd, day of December, 2019, by the following vote:

- *Those voting aye:* ________________________________
- *Those voting nay:* ________________________________
- *Those absent:* ________________________________

**ATTEST:**

_____________________________  _______________________________
Chris Baird, Clerk/Auditor    Evan Clapper, Chair

Grand County Council
# Consent Agenda Summary

**Grand County Council Meeting**

**Consent Agenda Item: L-O**

| TITLE: | L. Approving proposed agreement with Zunich Bros. Mechanical for toilet pumping and cleaning services at Sand Flats Recreation Area  
M. Approving State of Utah DAS/DFCM Legislative Pass-Through Funding agreement for the Grand County USU Extension  
N. Approving proposed grant application to the Department of Energy for reimbursement of Grand County’s Moab UMTRA (Uranium Mill Tailings Remedial Action) Project related expenses in the amount of $214,209 from January 14, 2020 to January 13, 2025  
O. Adopting proposed resolution approving the Watchman Estates Subdivision final acceptance bond release |
<table>
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<tbody>
<tr>
<td><strong>Fiscal Impact:</strong></td>
<td>See Corresponding Agenda Summary, if any</td>
</tr>
<tr>
<td><strong>Presenter(s):</strong></td>
<td>None</td>
</tr>
</tbody>
</table>

**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.
**Title:** Approving proposed agreement with Zunich Bros. Mechanical for toilet pumping and cleaning services at Sand Flats Recreation Area

**Fiscal Impact:** $48,260.00 already in 2020 budget

**Presenter:** Andrea Brand, Director, Sand Flats Recreation Area (SFRA)

---

**Recommendation:**
Approve “Agreement for Independent Contractors Grand County/Sand Flats Recreation Area, Zunich Bros. Mechanical” and authorize the Chair to sign contract.

**Background:**
Grand County/ Sand Flats has had a contract agreement with Zunich Bros. Mechanical for the cleaning, pumping and rehydrating of all vault toilets at the Sand Flats Recreation Area since September 26, 2012. Zunich Bros. Mechanical is the sole source provider in the Moab area for this service.

In 2020 overall costs will increase from $41,345 to $48,260 due to two factors. The first and main factor is Sand Flats’ expansion of two campgrounds and the addition of 5 new toilets. Cleaning costs per toilet however will remain at the 2019 level. The change is from 23 to 28 toilets, which is $21,505 to $26,180, an increase of 22%. The second factor is that Moab City Wastewater Reclamation Facility doubled its disposal fees.

Zunich Bros. needs to increase the cost for pumping and rehydrating the toilets from $280 per toilet to $305 per toilet or 9%. With this increase in fees and the additional toilets this service changes from $14,840 to $17,080.

Rental of portable toilets remains at 2019 level of up to $5,000. The cost for Zunich Bros. Mechanical to provide all services February through November, 1-3 times per week brings the total cost for 2020 to $48,260.00.

In the Agreement for Independent Contractors under the Termination of the Agreement it reads: “This agreement shall expire after December 10th, 2020.”

Sand Flats would like to renew this contract agreement between Zunich Bros. Mechanical and Grand County until at least December 10th, 2020 as we are very satisfied with the quality of service performed by Zunich Bros. Mechanical.

**Attachment(s):** “Agreement for Independent Contractors Grand County/Sand Flats Recreation Area and Zunich Bros. Mechanical”
INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT is hereby entered into this 10th day of December 2019 ("Effective Date") by and between Grand County, a political subdivision of the State of Utah, located at 125 E. Center Street, Moab, UT 84532 (the "County") and Zunich Bros Mechanical, a Utah limited liability company [Utah corporation] located at 4861 South Highway 191, Moab, UT (the "Contractor").

WITNESSETH

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

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

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

   1) Clean all 28 Sand Flats Recreation Area (SFRA) bathrooms during the primary season February-November with high pressure washer and an all-purpose cleaner. This service includes sweeping all floors and removing trash and debris, washing all floors, lids, seats and risers inside and out. Wash walls in Slickrock, Hell’s Revenge, Fins and Things trailhead toilet buildings and campground toilet buildings in B, C and D as needed.

   2) Clean toilets 1 time a week in February on Monday or Tuesday starting the week before President’s Day weekend. Clean toilets 2 times a week starting the first week of March-once on Thursday PM or Friday AM and once on Monday or Tuesday of each week. Starting the 16th of March through May 31st clean toilets 3 times a week on Monday, Wednesday and Friday each week. From June 1st to June 14th clean toilets 2 times a week once on Thursday PM or Friday AM and once on Monday or Tuesday of each week. June 15th through August 31st clean toilets 1 time a week on Monday or Tuesday. September 1st through November 30th clean toilets 2 times a week- once on Thursday PM or Friday AM and once on Monday or Tuesday of each week.

   3) Maintain appropriate water levels in all SFRA toilets by keeping all solid waste below the water surface.

   4) Pump out all 28 vault toilets in June and then again in November.

   5) Add approximately 420 gallons in each toilet in June and November after toilets have been pumped out.

   6) Emergency cleaning calls will be treated as one of the regular visits.

   7) Any other cleaning services to be paid separately from a different billing statement.
Sand Flats agrees to provide the following:

- All chemical and cleaning supplies.
- Pay monthly installments. Pay invoice within 10 days of billing.

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

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

See Exhibit A above.

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

3. PROPERTY. Contractor shall perform the Services for the benefit of real property owned by the County located at (the “Property”). The County warrants and represents that it owns the Property.

4. TERM OF AGREEMENT. This Agreement shall begin on the Effective Date and shall expire on or before December 10th, 2020. [OR shall continue until NAME EVENT OR shall continue until terminated by either party as provided below]

5. PAYMENT.

a. Compensation. County shall pay Contractor, and Contractor shall accept from County, in full payment for the Services under this Agreement, the following compensation: $48,260.00 (the “Compensation”). Contractor shall invoice the County upon completion of the Services, and the County shall pay Contractor within thirty (30) days of the County’s approval of the same.

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

Mobilization

% Completion

Certificate of Occupancy

County Approval =

The County shall pay all invoices within thirty (30) days of invoice date.]
b. [Lien Waivers. As a condition precedent to each payment under this Agreement, including the final payments, not later than the date of payment request, the Contractor shall furnish affidavits and lien waivers and releases in the form attached hereto, confirming that no liens or rights in rem of any kind lie upon or have attached against the Property, the Services or materials, articles or equipment therefore and shall furnish such other documents as may be required by the County as may be necessary in its judgment to protect its interests, including, without limitation, monthly waivers of mechanics', laborers' and materialmen's liens by all subcontractors and all suppliers who have supplied material and/or labor for the Services. The Contractor agrees that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold harmless from and against such liens, rights and any and all expenses incurred by the Contractor or the County in discharging them.]

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

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

8. CONTRACTOR, DEFINED.

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

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

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

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

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

11. REPRESENTATIONS AND WARRANTIES.

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

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

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

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

12. INSURANCE.

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

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

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

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

[OR Workers' Compensation and Employers' Liability Insurance with coverage of not less than $100,000 for bodily injury caused by accident and $100,000 for bodily injury by disease; and]

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

b. Certificates of Insurance. Each Certificate of Insurance shall provide the following: a) designation of the County as an Additional Insured; b) requirement that Insurer provide the County at least thirty (30) days' prior written notice of cancellation and termination of the County's coverage thereunder; and c) an endorsement for Waiver of Subrogation. Contractor shall provide a copy of the Certificate of Insurance to the County prior to commencing the Services.
13. BREACH. As used herein, Breach shall mean any failure to by a party hereunder to perform any of its obligations under this Agreement, including but not limited to: Contractor's failure to commence or otherwise perform the Work in accordance with the provisions of this Contract, Contractor's failure to use an adequate amount or quality of personnel or equipment to complete the Work without delay, a party's adjudication as bankrupt, assignment of this Agreement for the benefit of its creditors, insolvency, or any party's failure to make prompt payments required hereunder, including Contractor's payments to its subcontractors, materialman, or laborers.

14. TERMINATION OF AGREEMENT.

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

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

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

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

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

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

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

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

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

20. CHOICE OF LAW. It is the intention of the parties to this Agreement that this
Agreement and the performance under this Agreement, and all suits and special
proceedings under this Agreement, be construed in accordance with and under and
pursuant to the laws of the State of Utah and that, in any action, administrative action,
special proceeding or other proceeding that may be brought arising out of, in connection
with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and
shall govern to the exclusion of the law of other forums. Any such action shall be brought
in the 7th Judicial District, State of Utah, Grand County.
21. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

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

23. UNDERSTANDING AND EFFECT OF AGREEMENT.

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

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

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

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

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

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

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

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

**Contractor’s Contact Information**

Name: Kelly Zunich  
Title: Owner  
Address: PO Box 329, Moab, UT 84532  
Phone: 435-259-8777  
Fax:  
Email: zunbros@aol.com

**County’s Assigned Project Manager**

Name: Andrea Brand_  
Title: Director  
Address: 125 East Center St.  
Phone: 435-259-1386  
Fax:  
Email: abrand@grandcountyutah.net

Resolution # 3176 Approved April 2, 2019
Contractor herewith agrees to perform the Services as set forth in this Exhibit.

1) **Clean all 28 Sand Flats Recreation Area (SFRA) bathrooms during the primary season February-November with high pressure washer and an all-purpose cleaner.** This service includes sweeping all floors and removing trash and debris, washing all floors, lids, seats and risers inside and out. Wash walls in Slickrock, Hell’s Revenge, Fins and Things trailhead toilet buildings and campground toilet buildings in B, C and D as needed.

2) **Clean toilets 1 time a week in February on Monday or Tuesday starting the week before President’s Day weekend.** Clean toilets 2 times a week starting the first week of March once on Thursday PM or Friday AM and once on Monday or Tuesday of each week. Starting the 16th of March through May 31st clean toilets 3 times a week on Monday, Wednesday and Friday each week. From June 1st to June 14th clean toilets 2 times a week once on Thursday PM or Friday AM and once on Monday or Tuesday of each week. June 15th through August 31st clean toilets 1 time a week on Monday or Tuesday. September 1st through November 30th clean toilets 2 times a week- once on Thursday PM or Friday AM and once on Monday or Tuesday of each week.

3) **Maintain appropriate water levels in all SFRA toilets by keeping all solid waste below the water surface.**

4) **Pump out all 28 vault toilets in June and then again in November.**

5) **Add approximately 420 gallons in each toilet in June and November after toilets have been pumped out.**

6) **Emergency cleaning calls will be treated as one of the regular visits.**

7) **Any other cleaning services to be paid separately from a different billing statement.**

### Breakdown Sand Flats Recreation Area (SFRA) Toilet Cleaning Contract 2020

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<th>Pay Unit</th>
<th>Written Unit Price</th>
<th>Price Extension</th>
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<tr>
<td>1. Clean 28 SFRA bathrooms</td>
<td>$308.00 per cleaning $11.00 each</td>
<td>85 cleanings (Feb. - Nov.)</td>
<td>$26,180.00</td>
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<tr>
<td>2. Pump and rehydrate all toilet vaults June and November at $305 per toilet per pumping and hydrating with 420 gallons per toilet.</td>
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<td></td>
<td>$17,080.00</td>
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<td>3. Seasonal rental of portable toilets for overflow camping area, LPS trailhead and booth Up to $5,000.00</td>
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<td></td>
<td>$5,000.00</td>
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**Total (Not to Exceed Amount) $48,260.00**

Resolution #3176 Approved April 2, 2019
BY THE AUTHORITY OF THE BOARD OF COUNTY COUNCIL PERSONS, GRAND COUNTY, STATE OF UTAH

Zunich Bros Mechanical in conformity to the Laws of the State of Utah, to conduct a Toilet business at 4861 S Hwy 191 in Grand County, State of Utah, commencing for the same on 01/01/2019 and ending on 12/31/2019. Subject to the provisions of the Laws of the State of Utah, having paid into the County Treasury the fees in accordance with the order of the Board of Grand County Council and the same is hereby duly authorized.

Given under my hand and the seal of said Grand County this day January 11, 2019.

Deputy Clerk

County Clerk
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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<tr>
<th>PRODUCER</th>
<th>CONTACT</th>
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<tr>
<td>Central Utah Insurance Agency, LLC</td>
<td>John Fogg</td>
</tr>
<tr>
<td>PO Box 877</td>
<td>(435)259-5981</td>
</tr>
<tr>
<td>Moab, UT 84532</td>
<td>(435)259-5457</td>
</tr>
<tr>
<td>License #: 4844</td>
<td><a href="mailto:foggjohn@insuremoab.com">foggjohn@insuremoab.com</a></td>
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<td>Zunich Brothers Mechanical LLC</td>
<td>Cincinnati Insurance Co</td>
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<td>PO Box 329</td>
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<td>01/21/2020</td>
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<td>CG 2010</td>
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<tr>
<td>GENL AGGREGATE LIMIT APPLIES PER:</td>
<td>POLICY</td>
<td>PROJ</td>
<td>LOC</td>
<td></td>
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</tr>
<tr>
<td>OTHER:</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>EPP 0302115</td>
<td>01/21/2019</td>
<td>01/21/2020</td>
<td>EACH OCCURRENCE $2,000,000</td>
</tr>
<tr>
<td>ANY AUTO</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OWNED AUTOS ONLY X</td>
<td>SCHEDULED AUTOS</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>HIRED AUTOS ONLY</td>
<td>NON-OWNED AUTOS ONLY</td>
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<tr>
<td>UMBRELLA LIAB</td>
<td>OCCUR</td>
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<tr>
<td>EXCESS LIAB</td>
<td>CLAIMS-MADE</td>
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<td>DED</td>
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<tr>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td></td>
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</tr>
<tr>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
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<tr>
<td>(Mandatory in NH)</td>
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<tr>
<td>If yes, describe under DESCRIPTION OF OPERATIONS below</td>
<td></td>
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</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waste hauling, extraction, portable toilet rentals, sales, service, repair. Plumbing.

CERTIFICATE HOLDER

PO Box 329
MOAB, UT 84532

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Fogg

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Printed by JRF on September 06, 2019 at 08:30AM
State of Utah DAS/DFCM Legislative Pass-Through Funding Agreement for the Grand County USU Extension, Project Number

AGREEMENT BETWEEN the Division of Facilities Construction and Management of the Department of Administrative Services (hereinafter “DFCM”) and the Grand County Moab USU Extension (hereinafter “Recipient.”)

Amount of Funding: $1,000,000

Authorizing Legislation; Utah Code 63J-1-220

Pursuant to the authorizing Legislation, DFCM hereby agrees to provide $1,000,000 to Recipient for the following purpose: Grand County Moab USU Extension Building

In consideration of the funds to be received by Recipient, the Parties (DFCM and Recipient) agree to the following:

1. Recipient agrees to only use the funds for the purpose described above. If Recipient does not use the funding in accordance with this Agreement, the State of Utah and DFCM reserve all rights in law and equity to obtain a return of the funding, including the legal rate of interest and reasonable attorney fees and costs expended in obtaining the return of such funding. Prior to any request for a return of the funds, DFCM will provide a letter to Recipient. If the Recipient fails to recommit the funding in writing for the purpose described in this Agreement and commence curative action within ten (10) days of receipt of the letter from DFCM requesting such return, then the Recipient shall immediately return the funds that were not properly used for the purpose described in this Agreement along with the reasonable costs and attorney fees incurred by DFCM in its effort to recapture the funds; all as specified in said DFCM letter.

2. Recipient shall provide an annual written description and an itemized report to DFCM (“WDIR”), with each WDIR to be delivered in writing to DFCM at 4110 State Office Bldg, Salt Lake City, UT 84114, Attn. Dave Williams no later than October 1st for each year including a final WDIR for the year of which the funds are completely expended. Said WDIR provided by the Recipient shall include an itemized report detailing the description of the purpose of the funds, the expenditure of the state money, or the intended expenditure of any state money that has not been spent as well as a final written itemized report when all the state money is spent. The WDIR shall be in sufficient detail to identify how the pass-through funds are being used by the Recipient. The following are examples of the minimum requirements of the WDIR:

(a) A detailed description of goods or services provided by the recipient entity. The description should provide meaningful information on what is to be accomplished with the funds provided.
(b) The total dollar amount provided and expended.
(c) For each activity, a financial report at the category level of expenditure of how the funds are expended (i.e., personnel services, in-state travel, out-of-state travel, current expense, etc.).

3. DFCM reserves the right to request additional detail in the WDIR and Recipient shall comply promptly with such additional detail.

4. DFCM shall comply with any procurement process required for the transfer of funds when applicable. If the Recipient has been identified by the Legislature or if the funds are not for a procurement item for DFCM or the State of Utah, then the Recipient shall comply with all conditions of the provisions of the funds as specified by the Utah Legislature and comply with any procurement laws that may apply or set forth in such conditions. The Division of Purchasing and General Services shall be consulted in regard to any questions regarding the procurement law requirements.

5. **LAWS AND REGULATIONS:** At all times during this Agreement, Recipient and all goods obtained and/or services performed pursuant to this Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If the Recipient receives federal funds, either in whole or in part, then any federal regulation related to the federal funding will supersede any conflicting provision in this Agreement.

6. **RECORDS ADMINISTRATION:** Recipient shall maintain or supervise the maintenance of all records necessary to properly account for Recipient’s performance and the payments made by DFCM to Recipient under this Agreement. These records shall be retained by Recipient for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Recipient agrees to allow, at no additional cost, the State of Utah, federal auditors, and/or DFCM staff, access to all such records.

7. **NOT PART OF STATE OR DFCM:** Recipient, in its performance of services or provisions of goods with the funds received pursuant to this Agreement, shall act in an independent capacity and not as officers or employees or agents of DFCM or the State of Utah. Recipient’s representations or performance shall in no way lead to any liability or responsibility of DFCM or the State of Utah.

8. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Immediately upon written notice delivered to Recipient, this Agreement and any transfer of funds under this Agreement may be terminated in whole or in part at the sole discretion of DFCM, if DFCM reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either Party to perform under the terms of this Agreement; or (ii) that a change in available funds affects DFCM’s ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this paragraph 8, DFCM and the State of Utah will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

9. **PUBLIC INFORMATION:** Recipient agrees that this Agreement, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah’s Government Records Access and Management Act.
(GRAMA). Recipient gives DFCM and the State of Utah express permission to make copies of this Agreement, related sales orders or documents of any sort, related pricing documents, and invoices in accordance with GRAMA. DFCM and the State of Utah are not obligated to inform Recipient of any GRAMA requests for disclosure of this Agreement, related purchase orders or documents of any sort, related pricing documents, or invoices.

10. ASSIGNMENT: Recipient may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of DFCM.

11. DISPUTE RESOLUTION: Prior to either Party filing a judicial proceeding, the Parties agree to participate in the mediation of any dispute. DFCM, after consultation with Recipient, may appoint an expert or panel of experts to assist in the resolution of a dispute. If DFCM appoints such an expert or panel, DFCM and Recipient agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

12. SEVERABILITY: To the extent the purpose of the funds provided by the Utah Legislature can still be reasonably accomplished, the invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.

13. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

14. LAWS AND VENUE. This Agreement shall be interpreted under the laws of the State of Utah. Venue for any legal proceeding shall be in Salt Lake County, State of Utah.

Each signatory below represents that he/she has the full authorization to enter into this Agreement and complete the duties and responsibilities identified in this Agreement.

____________________________
DFCM                                   Date
____________________________
RECIPIENT                             Date
____________________________
Witness of Recipient’s Signature      Date
Approved as to form:
____________________________
Assistant Attorney General
____________________________
Approved as to Availability of Funds
DFCM, State of Utah
AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
DECEMBER 3, 2019

<table>
<thead>
<tr>
<th>Agenda Item: N</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TITLE:</strong> Approving proposed grant application to the Department of Energy for reimbursement of Grand County’s Moab UMTRA (Uranium Mill Tailings Remedial Action) Project related expenses in the amount of $214,209 from January 14, 2020 to January 13, 2025</td>
</tr>
<tr>
<td><strong>FISCAL IMPACT:</strong> $214,209 of federal funds are requested for reimbursement to Grand County for future Moab UMTRA Project related county expenses. The county would continue to provide office space and IT support to the UMTRA Liaison’s Office without reimbursement.</td>
</tr>
<tr>
<td><strong>PRESENTER(S):</strong> Russ von Koch, UMTRA Liaison</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:**
I move to approve the attached application to the U.S. Department of Energy for funding to reimburse Grand County for county expenses related to the Moab Uranium Mill Tailings Remedial Action (UMTRA) Project for the requested period of January 14, 2020 through January 13, 2025 and to authorize the Chair to sign all associated documents.

**BACKGROUND:**
Grand County Resolution 2006-2741 approved the county’s conditional use permit (CUP) for the Department of Energy’s Moab UMTRA Project. Grand County Resolution 3170 defines the responsibilities of the Moab Tailings Project Steering Committee and the Moab UMTRA Liaison. Two prior five-year grants from the Department of Energy to Grand County (DE-0000098 and DE-EM0003456 have been funded to off-set most county-incurred expenses related to the CUP, the Moab UMTRA Liaison Office, and the liaison’s support of the MTPSC. The current five-year expense reimbursement grant expires on January 13, 2020.

At its August 6, 2019 meeting, the Grand County Council approved sending a letter to Russell McCallister, Moab UMTRA Project Federal Cleanup Director requesting his support for renewal of Grant DE-EM0003456 to Grand County. Submission of the attached application package is the next step towards the potential authorization of federal funds from the Department of Energy to reimburse Grand County for its Moab UMTRA Project related expenses. The application includes projected direct expenses for the operation of the county’s UMTRA Liaison Office, including MTPSC support, and associated indirect expenses for county support staff. A 20% contingency is requested to cover unanticipated county expenses, e.g., legal, workload changes, etc.

**ATTACHMENT(S):**
1. Application for Federal Assistance SF-424
2. Budget Information – Non-Construction Programs SF-424A
3. Application for Future Reimbursement of Moab UMTRA Project Related Expenses to Grand County Utah (application narrative)
4. Estimated Moab UMTRA Reimbursements for Grand County Expenses (budget worksheet & notes)
5. DOE Certifications and Assurances for Use with SF-424
6. DOE Environmental Questionnaire
**Application for Federal Assistance SF-424**

<table>
<thead>
<tr>
<th>1. Type of Submission:</th>
<th>2. Type of Application:</th>
<th><em>If Revision, select appropriate letter(s):</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Preapplication</td>
<td>□ New</td>
<td></td>
</tr>
<tr>
<td>✗ Application</td>
<td>✗ Continuation</td>
<td>□ Revision</td>
</tr>
<tr>
<td>□ Changed/Corrected Application</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>*Other (Specify):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Date Received:</th>
<th>4. Applicant Identifier:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Grand County, Utah</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5a. Federal Entity Identifier:</th>
<th>5b. Federal Award Identifier:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>DE-EM0003456</td>
</tr>
</tbody>
</table>

**State Use Only:**

<table>
<thead>
<tr>
<th>6. Date Received by State:</th>
<th>7. State Application Identifier:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**8. APPLICANT INFORMATION:**

| a. Legal Name:          | Grand County, Utah             |

<table>
<thead>
<tr>
<th>b. Employer/Taxpayer Identification Number (EIN/TIN):</th>
<th>c. Organizational DUNS:</th>
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<tbody>
<tr>
<td>87-6000304</td>
<td>0501579810000</td>
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<table>
<thead>
<tr>
<th>d. Address:</th>
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</thead>
<tbody>
<tr>
<td>Street1:</td>
<td>125 East Center Street</td>
</tr>
<tr>
<td>Street2:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Moab</td>
</tr>
<tr>
<td>County/Parish:</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td>UT: Utah</td>
</tr>
<tr>
<td>Province:</td>
<td>USA: UNITED STATES</td>
</tr>
<tr>
<td>Zip / Postal Code:</td>
<td>84532-2429</td>
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<table>
<thead>
<tr>
<th>e. Organizational Unit:</th>
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<tbody>
<tr>
<td>Department Name:</td>
<td>Community Development</td>
</tr>
<tr>
<td>Division Name:</td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>f. Name and contact Information of person to be contacted on matters involving this application:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prefix: Mr.</td>
</tr>
<tr>
<td>First Name: Russell</td>
</tr>
<tr>
<td>Middle Name:</td>
</tr>
<tr>
<td>Last Name: von Koch</td>
</tr>
<tr>
<td>Suffix:</td>
</tr>
<tr>
<td>Title: UMTRA Liaison / Technical Inspector</td>
</tr>
<tr>
<td>Organizational Affiliation:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>* Telephone Number: 435-259-1795</th>
<th>Fax Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>* Email: <a href="mailto:rvonkoch@grandcountyutah.net">rvonkoch@grandcountyutah.net</a></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
### Application for Federal Assistance SF-424

**9. Type of Applicant 1: Select Applicant Type:**

- County Government

**Type of Applicant 2: Select Applicant Type:**

**Type of Applicant 3: Select Applicant Type:**

- Other (specify):

**10. Name of Federal Agency:**

U.S. Department of Energy Office of Environmental Management

**11. Catalog of Federal Domestic Assistance Number:**

CFDA Title:

**12. Funding Opportunity Number:**

**Title:**

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Attach supporting documents as specified in agency instructions.

**15. Descriptive Title of Applicant’s Project:**

U.S. Department of Energy Financial Assistance Award to Grand County for Reimbursement of Moab UMTRA Project Related Expenses
Application for Federal Assistance SF-424

16. Congressional Districts Of:
   * a. Applicant UT-03
   * b. Program/Project 3rd

   Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:
   * a. Start Date: 01/14/2020
   * b. End Date: 01/13/2025

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

   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: Grand County Council Chair

* Telephone Number: 435-259-1346   Fax Number:  

* Email: council@grandcountyutah.net

* Signature of Authorized Representative:  * Date Signed:  


## SECTION A - BUDGET SUMMARY

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<tr>
<th>Grant Program Function or Activity</th>
<th>Catalog of Federal Domestic Assistance Number</th>
<th>Estimated Unobligated Funds</th>
<th>New or Revised Budget</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
</tr>
<tr>
<td>1. Grand County Community Development Department</td>
<td>$202,659.00</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>2. Grand County Support Stat-Human Resources &amp; Clerk-Auditor</td>
<td>$11,550.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5. Totals</td>
<td>$214,209.00</td>
<td>$</td>
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</table>
### SECTION B - BUDGET CATEGORIES

#### 6. Object Class Categories

<table>
<thead>
<tr>
<th></th>
<th>(1) Grand County Community Development Department</th>
<th>(2) Grand County Support Stat-Human Resources &amp; Clerk-Auditor</th>
<th>(3)</th>
<th>(4)</th>
<th>Total (5)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Personnel</td>
<td>$135,305.00</td>
<td>$11,550.00</td>
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<td>$146,855.00</td>
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<tr>
<td>b. Fringe Benefits</td>
<td>$12,500.00</td>
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<td>$12,500.00</td>
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<tr>
<td>c. Travel</td>
<td>$8,262.00</td>
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<td>$8,262.00</td>
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<tr>
<td>d. Equipment</td>
<td>$2,000.00</td>
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<td>$2,000.00</td>
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<td>e. Supplies</td>
<td>$3,370.00</td>
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<td>$3,370.00</td>
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<td>f. Contractual</td>
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<tr>
<td>g. Construction</td>
<td>$0.00</td>
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<td></td>
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<td>$0.00</td>
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<tr>
<td>h. Other</td>
<td>$38,222.00</td>
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<td>$38,222.00</td>
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<tr>
<td>i. Total Direct Charges (sum of 6a-6h)</td>
<td>$202,659.00</td>
<td>$11,550.00</td>
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<td></td>
<td>$214,209.00</td>
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<tr>
<td>j. Indirect Charges</td>
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<tr>
<td>k. TOTALS (sum of 6i and 6j)</td>
<td>$202,659.00</td>
<td>$11,550.00</td>
<td></td>
<td></td>
<td>$214,209.00</td>
</tr>
</tbody>
</table>

#### 7. Program Income

|                |     |     |     |     | $             |

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Standard Form 424A (Rev. 7-97)
Prescribed by OMB (Circular A-102) Page 1A
### SECTION C - NON-FEDERAL RESOURCES

<table>
<thead>
<tr>
<th>(a) Grant Program</th>
<th>(b) Applicant</th>
<th>(c) State</th>
<th>(d) Other Sources</th>
<th>(e) TOTALS</th>
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</thead>
<tbody>
<tr>
<td>8. Grand County Community Development Department</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10.</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11.</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12. TOTAL (sum of lines 8-11)</td>
<td>$ $ $ $ $</td>
<td>$ $ $ $ $</td>
<td>$ $ $ $ $</td>
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</table>

### SECTION D - FORECASTED CASH NEEDS

<table>
<thead>
<tr>
<th></th>
<th>Total for 1st Year</th>
<th>1st Quarter</th>
<th>2nd Quarter</th>
<th>3rd Quarter</th>
<th>4th Quarter</th>
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<tbody>
<tr>
<td>13. Federal</td>
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<td>$10,223.00</td>
<td>$10,223.00</td>
<td>$10,223.00</td>
<td>$10,224.00</td>
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<tr>
<td>14. Non-Federal</td>
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<td></td>
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<td></td>
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<tr>
<td>15. TOTAL (sum of lines 13 and 14)</td>
<td>$40,893.00</td>
<td>$10,223.00</td>
<td>$10,223.00</td>
<td>$10,223.00</td>
<td>$10,224.00</td>
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### SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

<table>
<thead>
<tr>
<th>(a) Grant Program</th>
<th>FUTURE FUNDING PERIODS (YEARS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) First</td>
<td>(c) Second</td>
</tr>
<tr>
<td>(d) Third</td>
<td>(e) Fourth</td>
</tr>
<tr>
<td>16. Grand County Community Development Department</td>
<td>$39,889.00 $40,633.00 $41,391.00 $42,163.00</td>
</tr>
<tr>
<td>17. Grand County Support Stat-Human Resources &amp; Clerk-Auditor</td>
<td>$2,310.00 $2,310.00 $2,310.00 $2,310.00</td>
</tr>
<tr>
<td>18.</td>
<td>$2,310.00</td>
</tr>
<tr>
<td>19.</td>
<td>$2,310.00</td>
</tr>
<tr>
<td>20. TOTAL (sum of lines 16 - 19)</td>
<td>$42,199.00 $42,943.00 $43,701.00 $44,473.00</td>
</tr>
</tbody>
</table>

### SECTION F - OTHER BUDGET INFORMATION

- Direct Charges:  
- Indirect Charges:  
- Remarks:  

Authorized for Local Reproduction
Application for Future Reimbursement of Moab UMTRA
Project Related Expenses to Grand County Utah
For Period January 14, 2020 through January 13, 2020 Ref: DE-EM0003456 (current award)

Work Summary

Introduction

The applicant is Grand County, Utah and the Principal Investigator is the Chair of the Grand County Council (changes annually, currently Mr. Evan Clapper).

Grand County seeks grant funding for reimbursement of county-incurred expenses related to the Department of Energy’s (DOE) Moab Uranium Mill Tailings Remedial Action Project (Moab UMTRA Project or Moab Project). A total of $214,209 is requested over a five year period. Two similar requests, funded by the Office of Environmental Management, have provided continual reimbursement funding to Grand County since 2009.

These expenses include operation of the county’s UMTRA Liaison Office. The liaison, the office’s sole employee, conducts site inspections and monitors on-going work at the Moab UMTRA Project to help assure that operations at the Moab UMTRA Project are conducted in accordance with the terms of Grand County’s Conditional Use Permit for the Project. The liaison’s office also supports the work of Grand County’s Moab Tailings Project Steering Committee (MTPSC) and provides information about the Moab UMTRA Project.

Additional Detail

The two prior funding awards to Grand County for reimbursement Moab UMTRA Project related expenses are: DE-EM0000098 and DE-EM0003456. This application seeks continuation of funding for the same purposes of the prior awards. Most of Grand County’s expenses support the work of Grand County’s UMTRA Liaison position. The liaison conducts site inspections and monitors the work of the Moab UMTRA Project, develops status reports, and provides information about the project to the community. A major function of the liaison is to provide support for the Moab Tailings Project Steering Committee (MTPSC), a Grand County chartered stakeholder committee of federal, state, and local government officials, adjacent property managers, and community representatives. No labor or benefit payments are made to members of the MTPSC from DOE grant funds.
The MTPSC is charged by county resolution with local oversight of the Project’s operations at the Moab UMTRA site (former Atlas Minerals Uranium Mill) and the Project’s uranium tailings disposal Cell at Crescent Junction Utah. Both sites operate under the terms of a conditional use permit from Grand County (CUP) for the Project. Moab UMTRA Project DOE and contractor staff attend the quarterly MTPSC meetings, participate in committee discussions, and present quarterly progress reports and an annual statement of continued compliance with the CUP.

In support of the MTPSC, the liaison conducts monitoring visits at the Project’s Moab and Crescent Junction sites, reviews pertinent public Project documents, prepares and presents quarterly Moab Project Status Reports to the MTPSC, and maintains frequent contact with Project staff. The liaison also reports annually to the Grand County Council on the status of the Moab Project.

Additionally, the liaison facilitates public understanding of the Project by serving as a local information source about the Project on both a personal and electronic basis. The liaison maintains the county’s Moab UMTRA Project website as an on-going source of information about the actions of the MTPSC and the Moab Project. The liaison responds to questions about the Project from members of the community and the local media, assists with Project tours, and provides Project management with information about the community. Such contacts are made during office hours by telephone and email. The liaison routinely consults with the Project’s Public Affairs Manager to assure that information provided in response to questions from members of the public is technically and factually correct. The goal is to facilitate understanding and communication among the Moab UMTRA Project, local stakeholders through the MTPSC, and the public.

Grand County provides office space for the liaison. Additionally, the liaison utilizes office space provided by the Moab Project at its administrative site near Moab. The liaison has completed basic training programs required by the DOE to access the administrative portions of the Project’s sites at Moab and Crescent Junction.

Grand County’s UMTRA Project related expenses include direct costs for liaison labor and benefits and liaison office operational costs, and indirect costs for the operation of the UMTRA Liaison’s Office the Grand County Department of Community Development in the Grand County Courthouse. While these costs are described below and projected in the attached budget worksheet, only incurred costs will be submitted for reimbursement through quarterly reports to the DOE contracting officer.

The present liaison is semi-retired and works as a part-time, non-permanent position with labor and benefits limited to mandatory employer provided Federal Insurance Compensation Act (FICA) and Workman’s Compensation costs.
Estimated liaison operational costs, described in the included budget information include mileage-based costs for liaison use of a county vehicle for UMTRA Project site inspections and other UMTRA Project related local travel. Actual vehicle mileage will be logged and reported at the annual IRS rate as a travel cost along with any occasional travel to attend DOE recommended meetings, trainings, and conferences.

Other operational costs include those for a dedicated land line telephone in the Grand County Courthouse for local calls and a standard county monthly allowance for work use of a personal cell phone for long distance service. Operational costs may also include occasional expenses for public notices, professional services, legal services, printing, inventory, and office supplies. Projected costs are included in the attached budget.

Grand County incurs indirect costs for hosting the UMTRA Liaison. These costs include those associated with county support for human resources and payroll, accounts payable and accounts receivable to process funds from the award. These indirect costs are proposed to be charged on a pro-rated basis by considering the total expense of county support services, the total number of employees, and the proportional use of the services by the liaison, i.e., total the administrative expense for these functions divided by total number of employees (about 215), multiplied by 0.5 if the liaison works half-time. A projection for these indirect costs is included within the attached budget. Grand County will continue to provide office space and IT support at no cost to the grant.

Past grants to Grand County for cost reimbursement for Moab Project related costs have also included the capability of charging for UMTRA Project related legal and technical expenses. During the early years of the Project, Grand County incurred legal costs and in 2018 Professional Service charges were incurred for training a new liaison. Such expenses, if they occur, would be charged so as to not exceed the overall funding provided by the grant for cost reimbursement including the proposed contingency line item in the attached budget worksheet. The contingency line item also allows some flexibility for the county to respond to other unexpected changes in projected UMTRA Project related workload.

Changes that will affect Grand County’s Moab Project related expenses since the previous grant was awarded include:

a) As the Moab Project has matured, public and media interest appears to have decreased making it possible for the Liaison’s Office to operate fewer hours per week with a corresponding decrease in the cost of labor and benefits.

b) Grand County’s legal costs related to the Moab Project have been low or zero in recent years.
c) Grand County’s Moab UMTRA website now operates as a sub-page of Grand County’s website. This has reduced the amount of work and expertise work needed to maintain and update public information about the Moab Project and the MTPSC.

d) A mileage-based charge for the Liaison’s use of a county vehicle for Moab Project related work is included in the budget worksheet and grant request as part of Travel expenses. No charges for county vehicle use have been requested in prior years under previous grants.

e) A proposal for expensing pro-rated overhead charges for county-provided administrative support of the liaison is included in the budget request. While allowable under previous grants, no reimbursement for these services has been requested in prior years. The county would continue to fund office space and IT support expenses for the operation of the liaison office.

Changes that might impact Grand County’s Moab Project related expenses since the previous grant was awarded include:

The former liaison from 2009 to mid-2018 worked part time. The present liaison is semi-retired and works on a part-time, non-permanent basis in Grand County’s Community Development Department. Consistent with the limitations of their part time status, both liaisons have also worked intermittent hours as county technical inspectors with funding from a non-DOE source.

The liaison’s employee benefits have to date only include mandatory employer provided FICA and Workman’s Compensation costs. Following full retirement of the present liaison, recruiting needs, workload, office space limitations, or a change in technical capability may make it necessary to consider funding a portion of a full-time position from the grant. Such action would only occur following consultation with the DOE.

Under such a scenario, recruitment could be for a full-time position with benefits that would perform both the part time duties of the liaison as well as additional other work for the Community and Economic Development Department. If this becomes necessary, Grand County would explore the possibility of splitting the extra costs associated with full time employment on a proportional or other basis with the DOE. The cost of the additional benefit
package for a full time employee could be split proportionally by hours worked on each funding program or another method satisfactory to both the DOE and the county. Any such action would follow consultation with the DOE and DOE's costs would be limited to obligated funds available within the limits of the overall DOE funding from the Moab UMTRA Project grant to Grand County including the proposed contingency line item in the attached budget worksheet.

**Project Objectives**

The citizens and elected officials of Grand County, Utah have a vital interest in the Moab Project. DOE has acknowledged this interest since taking responsibility for the site in 2001 and has strived to include the community at all stages of the Project. This statement of objectives describes the general categories of funding required by Grand County to support the efforts associated with UMTRA Project monitoring and related community education and outreach.

1. **Community Development Department – UMTRA Liaison Office**
   a. Work in conjunction with DOE personnel and Project contractors on a flexible schedule to gather, analyze and present Project information relevant to the health and safety of citizens of and visitors to Grand County including interpretation of Project environmental monitoring information.
   b. Provide updates and analysis of Project progress, status and pending issues to the MTPSC, the Grand County Council and the public.
   c. Provide staff support to the MTPSC.
   d. Facilitate communication between the Project and the community.
   e. Provide technical input and analysis to Grand County with regard to the Project's Conditional Use Permit, Annual Statement of Compliance and other safety and environmental documentation.
   f. Serve as a community resource for Project-related technical information and concerns.
   g. Promote public awareness and the distribution of accurate Project-related information.

2. **County Legal Services – Grand County Attorney’s Office**
   a. Work in conjunction with MTPSC, the Grand County Council and staff to review, analyze and advise on Project-related issues.
b. Facilitate development and coordination of agreements with other governmental entities and Project contractors (e.g., Project-related emergency response delegation).

c. Provide efficient and cost-effective Project-related dispute resolution.

d. Advance efficiency by maintaining familiarity with the Project.

e. Review the proposed changes to Resolution 3170 (MTPSC charter).

3. **County Support Staff – County Office, Services, and Committees**

   a. Provide human resources, payroll, accounts payable, and accounts receivable support for the Liaison’s office and the MTPSC.

   b. Coordinate County Clerk/Auditor Office handling of grant paperwork, Project-related documents and administration of grant moneys (invoices, salaries, benefits).

**Project Progress**

Grand County believes it has met the objectives of past grants for Project-related work and that it will meet those listed above for the next five years if the award is renewed. Funds from the grant have been used to reimburse Grand County for Moab Project related expenses and would continue to be used in that way. The following work has been produced.

1. **Community Development Department – UMTRA Liaison Office**

   The liaison office prepared and submitted quarterly Progress reports for Grand County’s quarterly requests for reimbursement. These reports addressed project progress including the following accomplishments:

   a. Completed recurring site visits / inspections of the Moab UMTRA Project’s Moab and Crescent Junction sites to assure compliance with Grand County’s Conditional Use Project for the Moab UMTRA Project.

   b. Maintained frequent communication with Moab UMTRA Project staff to stay current with Project progress, issues, and status to facilitate providing accurate information about the Project to local stakeholders and the community.

   c. Hosted and supported quarterly meetings of the Moab Tailings Project Steering Committee for federal, state, county, city, community, and affected organization UMTRA Project Stakeholders as a forum for review of Project status and community concerns.
d. Produced public notices, agendas and meeting minutes as part of the staff support function for MTPSC.

e. Regularly updated information about the Moab UMTRA Project via the Moab UMTRA Project webpage on Grand County’s Website. Updates included liaison prepared quarterly summaries of DOE provided air quality information to inform the community about radiation levels in the vicinity of the Moab UMTRA Site. The updates also addressed project status.

f. Provided information to and responded to requests about the Moab UMTRA Project to citizens and consulted with the DOE as necessary to provide accurate responses to citizen concerns and questions.

g. Presented annual reports about the status of the Moab UMTRA Project to the Grand County Council.

h. Facilitated stakeholder and citizen update of the 2018 Update to the Update to the Initial Community Vision for future uses of the Moab UMTRA mill site by providing support for public meetings and committee meetings.

i. Assisted with organization and conduct of tours of the Moab Project.

2. **County Legal Services – County Attorney’s Office and Outside Counsel**

   a. Reviewed, revised and finalized in 2012 a Memorandum of Understanding and an Agreement between Grand County and the Moab UMTRA Project concerning the Mill Site Riverside Trail. Due to other considerations, DOE has still not opened this trail for public use.

   b. Reviewed, finalized and approved a renewal agreement for placement of an air monitoring station on Grand County property.

   c. Monitored compliance with CUP and other County requirements.

   d. Provided consultation with citizens who disagreed with implementation of DOE policies, practices and regulations.

3. **County Overhead and Staffing – County Office, Services, and Committees**

   a. Provided administrative services to the UMTRA Liaison’s Office in support of achievement of the objectives of DOE grant funds by human resources, payroll, accounts payable, and accounts receiving staff.

   b. Prepared and submitted quarterly detailed financial reports documenting county incurred UMTRA expenses for reimbursement.

   c. Maintained permanent records of grant expenses.

   d. Supported Utah State Auditor’s review of grant expenditures and receipt of funds.
SF 424A - Budget Information

See attached budget worksheet – Estimated Moab UMTRA Reimbursements for Grand County Expenses

Attachments: Required Assurances, Certifications and Representations

Financial Assistance Certification and Assurances for Use with SF 424

See attached DOE Certification and Assurances form covering (1 Lobbying, 2) Additional Lobbying Representation, 3) Debarment, Suspension, and other Responsibility Matters, 4) Drug-free Workplace, and Non-discrimination in Federally Assisted Programs.

National Policy Assurances (September 2011)

The National Policy Assurances for research do not apply as no research is being conducted.

The National Policy Assurances for Environment considerations require consideration of potential environmental impacts. The transfer of funds to Grand County for reimbursement of project monitoring, coordination with DOE, public outreach and related expenses does not include construction, surface disturbance, pollution of the environment, or negatively impact a nationally designated area. The proposal appears to meet the categorical exclusion in Group A-7a in the DOE Environmental Questionnaire (routine administrative...actions...awards for financial assistance and technical services in support of agency business, ...data analysis, ...data dissemination.. technical assistance...for public meetings...)

The attached DOE Environmental Questionnaire is included for EMNBC concurrence.

Intellectual Property Provisions (NRD-1003)

These provisions are not applicable as all products produced are in the public domain.

EPACT Representation

This representation is not applicable as Grand County is not a company and no tax credits are being sought as part of this project.
**Representation of Limited Rights Data and Restricted Computer Software**

This representation is not applicable as no original data are being generated and no restricted computer software is being use for this project.

**SF-LLL Disclosure of Lobbying Activities**

Lobbying is addressed in the above attached DOE Certification and Assurances.

**Simpson-Craig Amendment Representation**

This representation is not applicable as Grand County is not a 501(c)(4) organization.

**U.S. Department of Energy Assurance of Compliance Nondiscrimination in Federally Assisted Programs**

This representation is covered under the DOE Financial Assistance Certification and Assurances for Use with SF424 above.

**Appendix 1 - Biographical Sketches**

**Principal Investigator:**

*Chair of the Grand County Council* (currently Mr. Evan Clapper)

Mr. Clapper was elected to the Grand County Council in November, 2016. His Council term expires on December 31, 2020.

**Key Personnel:**

*Chair of the Moab Tailings Project Steering Committee* (currently Mary McGann)

Ms. McGann has been a member of the Grand County Council since 2015 and is a past Chair of the Grand County Council. Her Council term expires December 31, 2022.

*Grand County Attorney* (currently Christina Sloan)

Ms. Sloan was elected Grand County Attorney in 2016. Her term expires on December 31, 2020.
**UMTRA Liaison** (currently Mr. Russell von Koch)

Mr. von Koch became Grand County's liaison to the Moab UMTRA Project in August, 2018.

**Appendix 2 - Current Support (Federal and non-Federal)**

The current Assistance Agreement with Grand County, DE-EM0003456 was established for a total five-year funding amount of $247,624. The Period of Performance is from January 14, 2015 through January 13, 2020. As the funding is for reimbursement of Moab UMTRA Project related expenses by Grand County, the initial federal government share of the total Amount was also $247,624.

**Appendix 3 - Bibliography and References Cited**

*(none)*

**Appendix 4 - Facilities and Other Resources**

Grand County personnel performing duties under this project are using existing Grand County facilities and equipment, with one exception. The UMTRA Liaison uses office space one day each week at the Moab site.

**Appendix 5 – Equipment**

The liaison’s laptop computer was purchased with grant funds in 2013. A replacement laptop is budgeted under the inventory item (county) and the equipment item (SF424A).
<table>
<thead>
<tr>
<th>Description</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>Year</th>
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<tr>
<td>Salary (UMTRA Liaison 1040 hours for 1/2 position)</td>
<td>26,000</td>
<td>26,520</td>
<td>27,050</td>
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<td>2,499</td>
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<td>Travel for use of county vehicle (est. of 2,020 miles / year)</td>
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<td>1,293</td>
<td>1,333</td>
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<td>Travel for UMTRA-related county vehicle use and conferences / training</td>
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<td>400</td>
<td>400</td>
<td>400</td>
<td>400</td>
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<td>Legislative Travel (not an allowable expense)</td>
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<td>N/A</td>
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<td>Legal Services</td>
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<td>0</td>
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<td>Courthouse Wash Trail Expense (no costs anticipated)</td>
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<tr>
<td>Contribution to Fund Surplus (not an allowable expense)</td>
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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<td>$0</td>
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<tr>
<td>20% Contingency (for unanticipated, e.g., legal UMTRA Project-related costs)</td>
<td>6,816</td>
<td>7,033</td>
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<td>42,943</td>
<td>43,701</td>
<td>44,473</td>
<td>$214,209</td>
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**Notes:**

Salary @ $25/hr for 1,040 hours / year (1/2 time position); then outyears with annual 2% COLA each year.

Employer-provided Benefits for Social Security, Medicare, & Workmans Comp. @ 2020 est. then annual 2% increase corresponding to salary.

Public Notices for Site Futures Five-year Update & other notices.

Travel for Use of County Vehicle est. @ Fed IRS 2019 mileage rate of $0.58 for 2020 then $0.02 projected annual increase.

Estimate annual vehicle use of 1,320 miles for 120 Moab UMTRA Site trips and 700 miles for 10 Crescent Junction site trips = 2,020 miles.

Use actual IRS published mileage rate each year and report actual vehicle miles driven quarterly. No separate charges for repair & maintenance.

Travel also includes UMTRA Project related conferences and training est. at $400 per year.

Under the county billing system, both vehicle use and conference / training will be reported under "Travel".

Legislative Travel (not authorized for this account).

Office Supplies & Expenses @ est. $200 for misc. supplies, $144 for land line and pro-rated use of copier $150 and Adobe Creative Cloud $180.

Professional Services includes training of future UMTRA Liaison (assumes 1 Liaison turn-over during grant period).

Legal Services (not presently itemized, but would be covered by the requested contingency if cost occur).

County Support Staff estimate pro-rated portion for the UMTRA Liaison (assumes 1 Liaison turn-over during grant period)

or .00465 of total in 2019 with Human Resources related est. cost of $915 / year & combined payroll, accounts payable, & accounts receiving (grant funds) of $1,395 / year for total of $2,310 / year.

Courthouse Wash Trail Expense (not itemized & no anticipated expenses).

Cell Phone Allowance covers standard county-set monthly reimbursement of personal cell phone for work purposes.

Personal cell phones are used for all non-local work calls. The current liaison has opted to not utilize the $40 / month cell phone allowance.

Printing for Site Futures Five-year Update and other communications purposes.

Inventory includes replacement Liaison’s 2013 computer and/or software. Expense will be delayed while existing laptop remains serviceable.

Contribution to Fund Surplus (not authorized for this account).

20% Contingency (to be charged only if unanticipated expenses are incurred).
The following certifications and assurances must be completed and submitted with each application for financial assistance. The name of the person responsible for making the certifications and assurances must be typed in the signature block on the forms.

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug Free Workplace Requirements

DOE F 1600.5, Assurance of Compliance Nondiscrimination in Federally Assisted Programs
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," 10 CFR Part 606 "Governmentwide Debarment and Suspension (Nonprocurement)" and 10 CFR Part 607 "Governmentwide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Energy determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

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 Form to Report Lobbying," 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.

2. ADDITIONAL LOBBYING REPRESENTATION

Applicant organizations which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:

The applicant is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986? ☐ Yes ☒ No

If you checked "Yes" above, check the appropriate block:

The applicant represents that after December 31, 1995 it ☐ has ☒ has not engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust
4. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (GRANTEES OTHER THAN INDIVIDUALS)

The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
(2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, state, zip code)

Grand County Courthouse, 125 East Center Street, Moab UT 84532

And at the DOE Moab Uranium Site, the former Attie Uranium Mill and the Crescent Junction Disposal Cell in unincorporated Grand County Utah

☐ Check if there are workplaces on file that are not identified here.

N/A

ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)

(1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

(2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

5. SIGNATURE

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant: Grand County Utah

Printed Name and Title of Authorized Representative: Evan Clapper, Chair, Grand County Council

SIGNATURE DATE

Evan Clapper
U.S DEPARTMENT OF ENERGY

ENVIRONMENTAL QUESTIONNAIRE

I. BACKGROUND

The Department of Energy (DOE) National Environmental Policy Act (NEPA) Implementing Procedures (10 CFR 1021) require careful consideration of the potential environmental consequences of all proposed actions during the early planning stages of a project or activity. DOE policy directs at the earliest possible stage in a project whether such actions will require preparation of an Environmental Assessment, an Environmental Impact Statement, or a Categorical Exclusion. To comply with these requirements, an Environmental Questionnaire (EMCBC Form #) must be completed for each proposed action to provide DOE with the information necessary to determine the appropriate level of NEPA review and documentation. If the proposed project qualifies for the Categorical Exclusion designation, a Categorical Designation Form (EMCBC Form #) will also be completed in addition to the Environmental Questionnaire.

II. INSTRUCTIONS

Separate copies of the Environmental Questionnaire and Categorical Exclusion Designation Form (if required) should be completed by the principal proper and principal subcontractor(s). In addition, if the proposed project includes activities at different locations, an independent questionnaire should be prepared for each location. Supporting information can be provided as attachments.

In completing this Questionnaire, the proposer is requested to provide specific information and quantities, when applicable, regarding air emissions, wastewater discharges, solid waste, etc., to facilitate the necessary review. The proposer should identify the locations of the project and specifically describe the activities that would occur at that location. In addition, the proposer will be required to submit an official copy of the project's statement of work (SOW) or statement of project objective (SOPO) that will be used in the contract/agreement between the proposer and DOE.

III. QUESTIONNAIRE

A. PROJECT SUMMARY

1. Solicitation/Project Number: DE-EM0003456 (prior award)
2. Proposer and Subcontractors: Grand County, Utah
3. Principal Investigator: Chair, Grand County Council, currently Mr. Evan Clapper
   Telephone Number: (435) 259-1346
4. Project Title: Assistance to Grand County for NSRB UMTSRA Project Expenses
5. Duration: January 14, 2020 through January 13, 2025
6. Location(s) of Performance (City/Township, County, State): Grand County, Utah

7. Identify and select checkbox with the predominant project work activities under group A-7a, A-7b, or A-7c.

Group A-7a

Categorical Exclusion CX-A: Routine administrative, procurement, training, and personnel actions. Contract activities/awards for management support, financial assistance, and technical services in support of agency business, programs, projects, and goals. Literature searches and information gathering, material inventories, property surveys;
assistance, classroom training, public meetings, management training, survey participation, academic contribution, technical consultation, stakeholders surveys. Workshop and conference planning, preparation, and implementation which may involve promoting energy efficiency, renewable energy, and energy conservation.

Group A-7b

☐ Categorical Exclusion CX-B, Laboratory Scale Research, Bench Scale Research, Pilot Scale Research, Proof-of-Concept Scale Research or Field Test Research. Work DOES NOT involve new building/facilities construction and site excavation/groundbreaking activities. This work typically involves routine operation of existing laboratories, commercial buildings/properties, offices and homes, project test facilities, factories/power plants, vehicles test stands and components, refueling facilities, utility systems, or other existing structures/facilities. Work will NOT involve major changes in facilities missions and operations, land use planning, new/modified regulatory/operating permit requirements. Includes work specific to routine DOE Site operations and Lab research work activities, but NOT building construction and site preparations. DOE work typically involves laboratory facilities and lab equipment operations, buildings and grounds management activities; and buildings and facilities maintenance, repairs, reconfiguration, remodeling, equipment use and replacement.

Group A-7c

☐ Categorical Exclusion CX-B, Environmental Assessment (EA), Environmental Impact Statement (EIS): Pilot Test Facilities Construction, Pilot Scale Research, Field Scale Demonstration, or Commercial Scale Application. Work typically involves facility construction, site preparation/excavation/groundbreaking, and/or demolition. This work would include construction, retrofit, replacement, and/or major modifications of laboratories, test facilities, energy system prototypes, and power generation infrastructure. Work may also involve construction and maintenance of utilities system right-of-ways, roads vehicle test facilities, commercial buildings/properties, fuel refinery/mixing facilities, refueling facility, power plants, underground wells, and pipelines, and other types of energy research related facilities. This work may require new or modified regulatory permits, environmental sampling requirements, master planning, public involvement, and environmental impact review. Includes work specific to DOE Site Operations and Lab operation activities involving buildings and facilities construction, replacement, Site Operations and Lab operations involving building and facilities construction, replacement, decommissioning/demolition, site preparation, land use changes, or change in research facilities mission or operations.

☐ Other (please describe):

If all activities related to this project can be classified and described within categories under item A-7a, it is a categorically excluded action. Proceed directly to Section IV CERTIFICATION BY PROPOSER, completing Information and signatures as requested. The questionnaire is now complete and no additional information is required.

If project activities are described under either item(s) A-7b or A-7c; then continue filling out the questionnaire starting below with question A.8.

8. Summarize the objectives of the proposed work. List activities planned at the location as covered by this Environmental Questionnaire.

9. List all other locations where work would be performed by the primary contractor of the project and primary subcontractor(s). (Note: An environmental questionnaire may be required for each new location after reviewing the SOW/SOPO, project scope, tasks, and environmental affects).
G. WOULD THE PROPOSED PROJECT PRODUCE ADDITIONAL DEVELOPMENT, OR ARE OTHER MAJOR DEVELOPMENTS PLANNED OR UNDERWAY, IN THE PROJECT AREA?

☐ None ☐ Yes (describe)

H. SUMMARIZE THE SIGNIFICANT IMPACTS THAT WOULD RESULT FROM THE PROPOSED PROJECT.

☐ None (provide supporting detail) ☐ Significant impacts (describe)

IV. CERTIFICATION BY PROPOSER

I hereby certify that the information provided herein is current, accurate, and complete as of the date shown immediately below.

SIGNATURE ___________________________ DATE: _______ / _______ / _______

Month day year

TYPED NAME ____________

Evan Clapper

TITLE: Chair, Grand County Council

ORGANIZATION Grand County Utah

V. REVIEW AND APPROVAL BY DOE

I hereby certify that I have reviewed the information provided in this questionnaire, have determined that all questions have been appropriately answered, and judge the responses to be consistent with the efforts proposed. Based on the information in the questionnaire, I conclude the following (check the appropriate box):

☐ The proposed action falls under one or more of the categorical exclusions (CXes) listed in Appendix A or B of Subpart D of the DOE NEPA Implementing Procedures and would not (1) violate applicable ES&H requirements (2) require siting of waste transportation, storage and disposal or recovery facilities, (3) disturb hazardous substances (excluding naturally occurring petroleum and natural gas), thus producing uncontrolled or unpermitted releases, and (4) adversely affect environmentally sensitive resources.

Additionally, the proposed action (1) would not present any extraordinary circumstances, such that the action might have a significant impact upon the human environment, (2) is not connected to other actions with potentially significant impacts, and (3) is not related to other actions with cumulatively significant impacts.

☐ The proposed action does not qualify for CX as identified in Subpart D of DOE's NEPA Implementing Procedures; therefore, the proposed action may require further documentation in the form of an Environmental Assessment or Environmental Impact Statement.

PROJECT MANAGER:

SIGNATURE ___________________________ DATE: _______ / _______ / _______

month day year

TYPED NAME ___________________________
**AGENDA SUMMARY**

GRAND COUNTY COUNCIL MEETING  
December 3, 2019

| Agenda Item: | 0 |

| TITLE: | Approving the final acceptance and warranty bond release for the required subdivision improvements in Watchmen Estates |
| FISCAL IMPACT: | N/A |
| PRESENTER(S): | Zacharia Levine, Community and Economic Development Director |

**STATED MOTION:**
Move to approve the final acceptance and warranty bond release for the required subdivision improvements in Watchmen Estates.

**PLANNING COMMISSION RECOMMENDATION:**
N/A

**STAFF RECOMMENDATION:**
Approve.

**BACKGROUND:**
The County Engineer has inspected the required subdivision improvements and confirms they are acceptable to be received by the County. The warranty bond should be released as the performance of the required improvements has met expectations for one year after initial approval.

**ATTACHMENT(S):**
1. Final acceptance and bond release resolution
2. Engineer’s letter of approval.
3. Cash Escrow Warranty Bond
RESOLUTION ____, 2019

RESOLUTION OF THE GRAND COUNTY COUNCIL
APPROVING WATCHMAN ESTATES SUBDIVISION FINAL ACCEPTANCE AND BOND RELEASE

WHEREAS, Gary Blackburn, who is the representative for Watchman Development, LLC (Applicant), submitted an application for the Watchman Estates Subdivision final plat and is the owner of record of some 8 acres of real property located within the Section 22, T26S, R22E, SLM, Grand County, Utah, more specifically described as follows:

Beginning at a point on the southerly line of East Bench Road, said point being North 89°26’57” West 1,827.06 feet along the section line and South 1,399.13 feet from the Northeast Corner of Section 22, Township 26 South, Range 22 West, Salt Lake Base & Meridian, and running

Thence South 89°43’00” East 542.24 feet along the southerly line of East Bench Road to the westerly line of a County Road;
Thence South 03°08’00” East 333.20 feet along the westerly line of said County Road;
Thence South 86°52’00” West 460.00 feet;
Thence South 03°08’00” East 307.70 feet;
Thence North 77°18’00” West 345.50 feet;
Thence South 79°46’00” West 88.30 feet;
Thence North 00°26’00” East 403.00 feet;
Thence South 89°42’53” East 301.39 feet;
Thence North 00°26’00” East 206.01 feet to the Point of Beginning.

WHEREAS, the subject property is zoned Small Lot Residential (SLR) as defined by the Grand County Land Use Code (LUC);

WHEREAS, the Grand County Planning Commission approved the preliminary plat for Watchman Estates Subdivision following a public meeting on January 11, 2017;

WHEREAS, the Grand County Council granted final plat approval of the Watchman Estates Subdivision following a public meeting on August 21, 2018;

WHEREAS, the Grand County Council approved a cash warranty bond for required improvements per the Watchman Estates Subdivision Improvements Agreement (SIA);

WHEREAS, the Planning and Zoning Administrator, County Engineer, and Road Supervisor have inspected the required improvements in the Watchman Estates Subdivision and recommends final acceptance of the required improvements and release of the warranty bond; and

WHEREAS, the County Council has considered all evidence and testimony presented with respect to the final acceptance and warranty bond release;

WHEREAS, the following bond release shall be authorized;

$92,806.30

NOW, THEREFORE, BE IT RESOLVED by the Grand County Council that it does hereby acknowledge final acceptance of the required improvements in the Watchman Estates Subdivision and releases the warranty bond.

APPROVED by the Grand County Council in open session this 3rd day of December 2019, by the following vote:

Those voting aye: ____________________________
Those voting nay: ________________________________

Those absent: __________________________________

ATTEST:

___________________________________________________________

Chris Baird, Clerk/Auditor                    Evan Clapper, Grand County Council Chair
GRAND COUNTY
CASH ESCROW AGREEMENT—PUBLIC IMPROVEMENTS

THIS AGREEMENT, (herein “Agreement”), is entered into this ___ day of November, 2018, between:

“APPLICANT”:
Watchman Development, LLC
6032 Bayshore Drive
Stansbury Park, UT 84074
626-825-6962
gary@gblackburn.com

AND

“COUNTY”:
Grand County
Address: 125 East Center Street, Moab, Utah 84532
Telephone: (435) 259-1326
Facsimile: (435) 259-3926

“DEPOSITOR Y”:
Grand County (Treasurer)

*****RECITALS*****

WHEREAS, the terms of that certain Subdivision Improvements Agreement, dated ____________ (the “Improvements Agreement”), between COUNTY and APPLICANT and pertaining to the Watchman Estates Subdivision (the “Subdivision”), requires the APPLICANT’S completion of certain public infrastructure and related improvements specified therein (the “Required Improvements”); and

WHEREAS, this Agreement is entered into in connection with the Improvements Agreement to establish a cash escrow for the completion of the Required Improvements, in the event the Required Improvements are not completed pursuant to the Improvements Agreement; and

WHEREAS, COUNTY has determined that the guarantee amount for the Required Improvements should be $92,806.30 pursuant to that certain Cost Estimate for the Required Improvements attached hereto as Exhibit “A”; and

WHEREAS, in accordance with the requirements of COUNTY, APPLICANT is depositing with the DEPOSITORY cash in the foregoing guarantee amount with respect to the completion of the Required Improvements in accordance with the Improvements Agreement.
NOW THEREFORE, in consideration of the premises and other valuable consideration, the parties agree as follows:

* * * * TERMS AND CONDITIONS * * * *

1. **PURPOSE FOR AGREEMENT.** The parties hereto expressly acknowledge that the purpose of this Agreement is to guarantee the APPLICANT'S proper completion of the Required Improvements in accordance with the Improvements Agreement.

2. **COMPLETION DATE.** APPLICANT shall complete the Required Improvements by October 31, 2019.

3. **SPECIFIC ENFORCEMENT.** APPLICANT and DEPOSITORY have entered into this Agreement with COUNTY for the purpose of guaranteeing proper completion of the Required Improvements in accordance with the Improvements Agreement. COUNTY shall be entitled to specifically enforce APPLICANT'S obligation under this Agreement and the Improvements Agreement to properly complete the Required Improvements.

4. **APPLICANT'S INDEPENDENT OBLIGATION.** APPLICANT expressly acknowledges, understands and agrees that its obligation to complete the Required Improvements is independent of any obligation or responsibility of COUNTY, either express or implied. APPLICANT agrees that its obligation to complete the Required Improvements is not conditioned upon the sale of any lots or any part of the Subdivision.

5. **CASH DEPOSIT; ESCROW ACCOUNT.** As an independent guarantee to COUNTY, for the purpose of insuring APPLICANT'S proper completion of the Required Improvements, APPLICANT hereby deposits with the DEPOSITORY the amount of $92,806.30 (herein the “Proceeds”), which Proceeds shall be held and retained by the DEPOSITORY in the [Grand County Trust Account] (herein the “Account”). DEPOSITORY shall hold the Proceeds in trust for the benefit of COUNTY and the APPLICANT, as their interest may appear, and shall maintain the Proceeds in the Account until distributed pursuant to the terms of this Agreement.

6. **APPLICANT'S OBLIGATION FOR COSTS.** If the Proceeds are inadequate to pay the cost of the completion of the Required Improvements in accordance with the Improvements Agreement for whatever reason, including previous reductions, the APPLICANT shall be responsible for the deficiency.

7. **EXTENT OF DEPOSITORY LIABILITY: INDEPENDENT OBLIGATION.** The DEPOSITORY hereby acknowledges that: DEPOSITORY has received the Proceeds from APPLICANT and that the Proceeds are on deposit in the Account to the credit of APPLICANT; DEPOSITORY is aware of, understands, and agrees to each provision of this Agreement; and DEPOSITORY agrees to make disbursement of the Proceeds of the Account only pursuant to the
terms outlined in this Agreement. DEPOSITORY further acknowledges that its obligation to perform under this Agreement is independent of any other remedy available to COUNTY to secure proper completion of the Required Improvements and does not preclude COUNTY from requiring APPLICANT’S performance under this Agreement.

8. **REDUCTION OF PROCEEDS.** As the Required Improvements are completed and initially accepted by COUNTY, a portion of the Proceeds may be released to APPLICANT upon APPLICANT’S written request. Such requests may be made only once every 30 days. The amount of any requested release shall be determined in the reasonable discretion of COUNTY. No releases shall be authorized until such time as COUNTY has inspected the Required Improvements and found them to be in compliance with the Improvements Agreement. Payment of Fees and/or completion of the Required Improvements, even if verified by COUNTY, shall not entitle APPLICANT to an automatic release of any part of the Proceeds. The release of any Proceeds shall require the prior written authorization of COUNTY.

9. **RETAI NAGE.** APPLICANT and DEPOSITORY expressly agree that, notwithstanding any partial release of any of the Proceeds requested by APPLICANT and/or granted by COUNTY, the Proceeds shall not be released below 10% of the estimated cost of the Required Improvements (herein the “Retainage”), for a one-year warranty period following initial acceptance of the Required Improvements. Notwithstanding the foregoing, to the extent that the County has received funds pursuant to the Improvements Agreement that include a retention or warranty amount for the Required Improvements, then any Retainage held under this Agreement shall be promptly returned to APPLICANT. Except as provided in the foregoing sentence, the Retainage shall be held to insure that the Required Improvements do not have any latent defects in materials or workmanship for one year after said initial acceptance. Notwithstanding said Retainage, APPLICANT shall be responsible for any damage arising from any defects in construction, materials and workmanship arising during the warranty period if the Retainage is inadequate to cover any such damage.

10. **RELEASE OF PROCEEDS.** In the event the Required Improvements have been installed in accordance with the Improvements Agreement and there are no outstanding warranty issues, COUNTY agrees to execute a written release of the Retainage at the close of the one year warranty period and COUNTY’S final acceptance of the Required Improvements.

11. **DEMAND FOR AND USE OF PROCEEDS.** In the event the Required Improvements are not installed pursuant to the Improvements Agreement, COUNTY may use and expend all the Proceeds or such lesser amount as may be estimated by COUNTY to be necessary to complete the Required Improvements.

12. **ACCESS TO PROPERTY.** Should COUNTY elect to use the Proceeds to complete the Required Improvements, APPLICANT herein expressly grants to COUNTY and any contractor or other agent hired by COUNTY the right of access to the project property to complete the Required Improvements.
13. **IMPROVEMENT STANDARDS.** The Required Improvements shall be completed according to the Improvements Agreement. Any questions as to conformity with the Improvements Agreement shall be decided by the County Engineer in the exercise of its reasonable discretion. The County Engineer’s decision shall be final and conclusive, subject to appeal pursuant to Utah law.

14. **SUBSTANDARD REQUIRED IMPROVEMENTS.** Should any Required Improvements prove to have defects in construction, workmanship or materials within the one year warranty period discussed above, COUNTY shall notify APPLICANT in writing of such defective Required Improvements. APPLICANT shall then have 15 days from notice from COUNTY in which to commence repair of the Required Improvements, and a reasonable amount of time, as reasonably determined by COUNTY, which shall be specified in the notice, to complete repair of the Required Improvements. Should APPLICANT fail to either commence repair of the Required Improvements or complete repair of the Required Improvements within the required time periods, COUNTY may exercise its option to remedy the defects and demand payment for such from APPLICANT, should the Proceeds be insufficient to cover the costs incurred by COUNTY.

15. **NOTICE.** Notice to APPLICANT or COUNTY shall be mailed or delivered to the address shown in this Agreement. The date notice is received at the address shown in this Agreement shall be the date of actual notice, however accomplished.

16. **NO THIRD PARTY BENEFICIARIES.** The benefits and protection provided by this Agreement shall inure solely to COUNTY and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, or others. COUNTY shall not be liable to claimants or others for obligations of APPLICANT under this Agreement. COUNTY shall further have no liability for payment of any costs or expenses of any party who attempts to make a claim under this Agreement, and shall have under this Agreement no obligation to make payments to, give notices on behalf of, or otherwise have obligations to any alleged claimants under this Agreement.

17. **WAIVER.** The failure by any party to insist upon the immediate or strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a failure to perform thereof shall not constitute a waiver of any such failure to perform or any other covenant, agreement, term, or condition. No waiver shall effect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring failure to perform.

18. **ATTORNEY’S FEES.** In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith, either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorneys fees incurred by such party, and, in addition, such costs and expenses as are incurred in enforcing this Agreement.
19. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement. In case either party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party may pursue any and all remedies available in equity or law.

20. **GOVERNING LAW.** This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by Morgan County ordinances in effect at the time of the execution of this Agreement.

21. **SUCCESSORS.** APPLICANT, DEPOSITORY, and COUNTY, as such terms are used in this Agreement, shall also refer to the heirs, executors, administrators, successors, and/or assigns of APPLICANT, DEPOSITORY and COUNTY respectively.

22. **INDUCEMENT.** The making and execution of this Agreement has been induced by no representations, statements, warranties, or agreements other than those herein expressed.

23. **INTEGRATION.** This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter herein.

24. **MODIFICATION.** Except as otherwise authorized by this Agreement, this instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

25. **CAPTIONS.** The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or describe the scope, content, or intent of any part or parts of this Agreement.

26. **SEVERABILITY.** If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.
WHEREUPON, the parties hereto have set their hands the day and year first above written.

APPLICANT

WATCHMAN DEVELOPMENT, LLC

By: 
Title: Manager

COUNTY

Grand County

By: 
Title: County Council Chairperson

DEPOSITORY

Grand County Treasurer

By: 
Title: Grand County Treasurer

ATTEST:

Diana Carroll by Jana Smith, Chief Deputy Clerk/Auditor

COUNTY CLERK

APPROVED AS TO CONTENT:

By: 
Grand County Community Development Department 12/5/18 Date

By: 
Grand County Engineer 12/13/18 Date

APPROVED AS TO FORM:

By: 
Grand County Attorney 12/11/18 Date
November 1, 2019

Subject: Watchmen Estates – Final Warranty Bond

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

Dear Kenny:

Watchmen Estates has completed the required chip seal in the 2nd season after approval. The 10% warranty bonding may be released at this time.

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

Sincerely,
HORROCKS ENGINEERS

David Dillman, PE
Principal

cc: file
### December 2019

#### Sunday
- 5:00PM Airport Board Meeting (Chambers)
- 5:30PM Mosquito Abatement District (District Office)

#### Monday
- 9:00AM EMS SSD (EMS Training Center)
- 12:30PM Council on Aging (Grand Center)

#### Tuesday
- 11:00AM Trail Mix (Grand Center)
- 2:00PM Conservation District (Hospival)
- 3:00PM Travel Council Advisory (Chambers)
- 5:00PM Planning Commission (Chambers)
- 5:30PM OSTA Advisory Committee (OSTA Conf. Room)
- 6:00PM Cemetery Maintenance (District Office)
- 6:00PM Transportation Special Service District (GC Road Shed)

#### Wednesday
- 1:00PM Homeless Coordinating Committee Meeting (Zions Bank)
- 3:00PM Sand Flats Stewardship Committee (EMS trg room)
- 4:00PM Solid Waste Special Service District (District Office)
- 5:30PM Library Board (Library)

#### Thursday
- 9:00AM Canyon County Partnership (CCP) (Grand Center)
- 10:30AM SEUALG (Price)
- 11:00AM Housing Task Force (Library)
- 1:30PM BLM/Grand County Coordination Mtg (Moab Field Office)
- 5:30PM CHCSSD (Hospital)

#### Friday
- 9:00AM Council Administrator Interviews (Chambers)
- 2:00PM New Council Member Orientation (Chambers)

#### Saturday

#### Christmas Holiday
- County Offices Close
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<td>4:00PM Weed Control Board Mtg (Grand Center)</td>
<td>4:00PM County Council Meeting (Chambers)</td>
<td>4:00PM Thompson SSD Water Board Mtg (Thompson Fire Station)</td>
<td>4:00PM Solid Waste Special Service District (District Office)</td>
<td>10:00AM Historical Preservation Commission (Grand Center)</td>
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Employment Opportunities

**Building Permit/Floodplain Technician**
Posted November 4, 2019 8:00 AM | Closes November 22, 2019 5:00 PM
GENERAL PURPOSE Performs a variety of complex technical and administrative support duties related to accepting, processing, reviewing, and tracking building permits,... Full Description
Apply Online

**GCSO Corrections Officer**
Posted August 1, 2017 8:00 AM | Closes November 30, 2019 5:00 PM
Must Complete Sheriff's Office Application Click Here to Download Job Summary Under the supervision of the Assistant Jail Commander the Corrections Officer is a... Full Description

**GCSO Patrol Deputy**
Posted August 1, 2017 8:00 AM | Closes November 30, 2019 5:00 PM
Must Complete Sheriff's Office Application Click Here to Download Job Summary Under the direct supervision of the Patrol Supervisor the Deputy Sheriff... Full Description

**GCSO-Communications/Dispatch**
Posted January 26, 2018 8:00 AM | Closes November 30, 2019 5:00 PM
Must Complete Sheriff's Office Application Click Here to Download Job Summary Under the direct supervision of the Dispatch Supervisor the... Full Description

**GCSO-Food Services Asst. Mgr.**
Posted January 30, 2019 8:00 AM | Open Until Filled
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
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<td>DECEMBER</td>
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<tr>
<td>7</td>
<td>Winter Sun 10K</td>
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<tr>
<td>JANUARY</td>
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<tr>
<td>16</td>
<td>Dead Horse Ultra</td>
</tr>
<tr>
<td>26</td>
<td>Arches Ultra</td>
</tr>
</tbody>
</table>
Title: Discussion of Overnight Accommodations Overlay (OAO) eligibility districts

Fiscal Impact: N/A

Presenter(s): Zacharia Levine, Community and Economic Development Director

Possible Motion:

Straw poll vote requested:

- Direct staff to draw eligibility boundaries communicating to the public which parcels are eligible to submit OAO applications

Planning Commission Recommendation:

The Planning Commission has not reached consensus on this issue. Some vocal PC members have suggested they only want to see new OA developments north of the Colorado river near the bridge and near the US 191/SR 313 intersection (campgrounds only, however). Others have indicated a willingness to approve new OA developments south of City Limits. Neither position has generated consensus.

Staff Recommendation:

Staff recommends one of the following two approaches:

- (Preferred) Create an OAO eligibility district generally covering the area along US 191 between City Limits and Mill Creek Dr. (or a little further south).
  - Staff is not strongly committed to a particular size or parcel coverage but suggests that the referenced area is appropriate for mixed use development, which could include small numbers of lodging units that meet the new proposed development standards. These standards are likely to ensure that few applications are submitted, and of those that are, the proposed developments will be water and energy efficient, high quality designs, and less impactful on the community.
  - Staff also assumes that such an eligibility district:
    - Communicates to the public where the County will entertain (but not guarantee approval for) proposals for new OA or mixed-use development, and
    - Communicates to the Utah Legislature that Grand County is still open to approving new OA developments at least somewhere in the County.

OR
• (Less preferred) Do not create OAO eligibility districts at all, which would perpetuate the status quo. Any owner/developer can submit an OAO application for any parcel in the County.
  o Without communicating to the public where the County would entertain (but not guarantee approval of) a new OA or mixed-used development proposal that included some amount of lodging, the CED department could be faced with the administrative burden of accepting and processing applications for the OAO regardless of Council’s intent to consider such applications in good faith. On the other hand, avoiding the exercise of drawing OAO eligibility districts leaves open the possibility that an applicant could submit a really impressive, positively impactful (or at least minimally negatively impactful) development in an area that would otherwise be off-limits due to its exclusion from an OAO eligibility district.

**BACKGROUND:**

The Grand County Council adopted Ordinance 595 on July 18, 2019, which restricted overnight accommodations to the newly created use-specific overnight accommodations overlay zones.

Immediately after adopting Ordinance 595, the County Council adopted Resolution 3180, which notifies developers of overnight accommodations of the County’s intent to adopt new standards related to mixed use, design, and operational performance within the following 180 days. As such, any overnight accommodations development applications submitted within the 180-day period following July 18, 2019 will be subject to the new standards.

The 180-day period ends January 14, 2020.

Section 4.6.7 of the Grand County LUC (established by Ord 595) describes the application review and approval process for new OA developments. Applicants must go through a legislative, discretionary process. An OAO application must include a development agreement, master plan, and applicant narrative.
**Title:** Public Hearing to hear public comment on an application for High Density Housing Overlay (HDHO-10) located at 3827 and 3859 Spanish Valley Drive to facilitate the Tierra Fuego HDHO Development Plan

**Fiscal Impact:** N/A

**Presenter(s):** Community and Economic Development Staff

<table>
<thead>
<tr>
<th>Possible Motions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Move to apply the High Density Housing Overlay District 5 (HDHO-5) to the parcels located at 3827 &amp; 3859 Spanish Valley Drive, as recommended by Planning Commission.</td>
</tr>
<tr>
<td><em>Note this motion reflects a lower HDHO designation than the “district” in which the referenced parcels are located. However, the HDHO-5 designation matches the density requested by the applicant. See staff recommendation below for more information.</em></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Staff Recommendation:</th>
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<tbody>
<tr>
<td>The applicant submitted an application for the High Density Housing Overlay District 10 (HDHO-10) due to the fact that the subject parcels are located within that overlay district.</td>
</tr>
<tr>
<td>Based on the densities desired by the applicant, and recent action taken by Council, Planning Commission made the recommendation on November 12, 2019, to forward a favorable recommendation to apply the High Density Housing Overlay District 5 (HDHO-5) to the subject parcels.</td>
</tr>
<tr>
<td>Staff supports the favorable recommendation for the Tierra Fuego High Density Housing Overlay District 5 (HDHO-5) application at 3827 &amp; 3859 Spanish Valley Drive (formerly NetZero). The Applicant has met all requirements of the HDHO Application.</td>
</tr>
</tbody>
</table>

**Background:**

See staff report attached and below for project specifics.

**Attachment(s):**
- High Density Housing Overlay Application
- Applicant Statement
- Draft Ordinance
- Master Plan, including designation of the HDHO restricted lots
- Development Agreement
- Survey
- Title Report
APPLICATION TYPE
The applicant originally had submitted an application for the High Density Housing Overlay District 10 (HDHO-10) due to the fact that the subject parcels are located within that overlay district.

Based on the densities desired by the applicant, and recent action taken by Council, Planning Commission made the recommendation on November 12, 2019 to forward a favorable recommendation to apply the High Density Housing Overlay District 5 (HDHO-5) to the subject parcels.

The staff report from this point on will reference the High Density Housing Overlay District 5 (HDHO-5).

STAFF RECOMMENDATION: Approve
Comments (optional): The applicant has proposed a density that is half the density allowed by the HDHO district in which it is located. Mr. Pflumm has designed a nice “clustered” subdivision that should integrate well into the surrounding areas. He has also updated his plans to comply with all HDHO standards and the development review team is confident he will meet all engineering requirements going forward.

APPLICATION PROCEDURE
Decision Type: Legislative

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

Attachments:
☐ Approval Letters
☒ Site Plan
☐ Landscape Plan
☐ Vicinity Map
☒ Legal Notice
☐ Public Comments
☒ Agency Comments
☒ Response to Standards
☐ Other: Click or tap here to enter text.
SUMMARY OF REQUEST
Erich Pflumm (Applicant) is requesting the County attach the HDHO-5 District to his parcels located at 3827 and 3859 Spanish Valley Dr. Each lot is 1.00 acres; the total project size is two (2) acres. The HDHO-5 designation would support a ten (10) lot subdivision for single-family residences. The ten (10) lots would be split into two (2) clusters with each served by an upgraded private access tract road standard. Of the ten (10) lots proposed, eight (8) would need to be deed restricted in accordance with Section 4.7. Current zoning of the property is Rural Residential (RR), which has a base zoning density of one (1) unit per acre.

In association with this request, the Applicant has submitted a conceptual site plan showing and development agreement that would need to be approved by the County Council. If approved, the master plan would be recorded alongside the approving ordinance. The development agreement would be part of the approval exhibits and recorded at the time of final plat approval.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
The Applicant would be required to dedicate any land needed to secure 40’ of public right of way from the road centerline of Spanish Valley Drive in addition, the Applicant will need to make half-width improvements to their side of Spanish Valley Dr. according to the Minor Collector Road Standard (More discussion of the road standard is provided below.) The Applicant would also be responsible to bond for the cost of building the multi-use pathway planned on the west side of Spanish Valley Drive to serve the proposed development, the Applicant would need to extend power, gas, water/sewer, and telecommunications infrastructure into the subject lots.

The Applicant has shown the required improvements on the Tierra Fuego HDHO Development Master Plan.

CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT

4.7.1 Purpose.
The High Density Housing Overlay Districts (“HDHO Districts”) are designed to provide for modification of the otherwise applicable development standards of the underlying base district as specified in Articles 2 and 5 of the Grand County Code, in order to accomplish one or more of the following purposes:

A. Facilitating the provision of new housing units used for Primary Residential Occupancy by Actively Employed Households;
B. Achieving the goals of the housing element of the County’s General Plan;
C. Implementing the policies and goals of the housing element of the County’s General Plan;
D. Encouraging the development of new high quality housing units by assisting both the public and private sector in making the provision of these units economically viable; and
E. Encouraging the provision of primary residential housing through the combination of 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.

Staff believes the developer’s narrative and proposed master plan meet the legislative intent of the High Density Housing Overlay. The Applicant states that the goal of their development is to support economically constructed, sustainable homes in the Moab Area. The Applicant has provided documentation showing preliminary design plans for energy efficient homes as indicated by the low HERS ratings.

4.7.5 Development Standards.

A. Eligibility. In order to reduce costs associated with the development and construction of Primary Residential Housing, the property development standards set forth in Section 4.7.5.C are established for and shall apply to all HDHO Developments within the HDHO Districts upon approval of a site plan or preliminary plat approval.
B. Property Development Standards. The following development standards shall apply to HDHO Developments within 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.

_The updated master plan dated 11/8/19 complies with the general design standards of this Section._

2. Minimum Design Standards. Minimum design standards are included to ensure a high degree of quality in the development of HDHO Lots and Units. The following design standards shall apply to a development that utilizes the density increases allowed by this Section.

_Staff has reviewed the proposed master plan for compliance with the following standards:_

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

_The applicant is proposing a walking path on one side of each upgraded private access tract such that each 5-lot cluster of homes would have access to a walking path. Staff believes this is adequate for the proposed development. The County Council has the ability to approve this design rather than sidewalks, which would otherwise be required by the LUC due to the average size of lots being less than one-half acre. The Applicant will be required to bond for construction of the multiuse pathway planned on the west side of Spanish Valley Drive._

   b. Screening Requirements.

_The developer is not proposing anything that would require screening._

   1. 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.

   2. Parking Lot Screening. Parking lot screening must be provided between an off-street parking area containing six (6) or more parking spaces and either 1) a different zoning district or 2) a public street, and shall:

      a. 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. 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. Not interfere with driver or pedestrian visibility for vehicles entering or exiting the premises;
d. Utilize plants found in Section 6.4.3.F, where required;
e. 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.
f. Be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.
c. 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. Landscaped parking lot islands shall:
   1. Be located 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’);
   2. Include at least one (1) tree per island;
   3. Incorporate shrubs, perennials, and ornamental grasses, where required;
   4. 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; and
   5. Be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.
d. 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. Preliminary design plans submitted by the Applicant appear to meet these standards.

1. 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.
2. 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.

The Applicant has complied with these standards. Eight out of the ten proposed lots will need to be Deed Restricted HDHO Lots.

e. 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.

f. 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.

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 Development. However, the building site area, lot widths, and lot coverage percentages shall be designated on a preliminary plat or site plan pursuant to Section 4.7.9 below.

The Applicant has shown these dimensions on the Tierra Fuego HDHO Development Master Plan dated 11/8/19.

4. Density. Overall density of site development within an HDHO District shall not exceed the limits established in Section 4.7.4.

The Applicant has complied with these standards.

5. Building Height
These standards are to be reviewed at the time a building permit is requested. The Applicant has voluntarily added a note to his master plan restricting building heights to two stories or 28 feet.

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 within an HDHO Development 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:
   1. 20 feet
   2. The building’s setback at that point

The Applicant is showing adequate setbacks on the master plan. Final setback requirements will be determined on each lot based on the height of each building in accordance with this section of the LUC.

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 Applicant is showing adequate setbacks on the master plan. Final setback requirements will be determined on each lot based on the height of each building in accordance with this section of the LUC.
7. Parking.
   a. Number of spaces required
      1. 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.
      2. 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>
</tr>
</thead>
<tbody>
<tr>
<td>Two-bedroom</td>
<td></td>
<td>1.75 per dwelling unit</td>
</tr>
<tr>
<td>Three-bedroom and Larger</td>
<td></td>
<td>2.0 per dwelling unit</td>
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</tbody>
</table>

   b. Parking design requirements
      1. Parking areas for single-family or two-family dwellings need not be paved.
      2. Parking areas for attached multifamily dwellings shall be subject to the off-street requirements outlined in Section 6.1.7.
      3. Uncovered surface parking may be permitted in the rear and side setbacks but is not permitted in the front or street-side setback.
      4. Garages, carports, and individual locking storage units are subject to the setback standards outlined in Section 5.4.1.
      5. 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.

   The master plan shows at least two parking spaces for each single family lot.

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

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.

Spanish Valley Drive is a County owned and maintained road. The County’s standard approval procedure is to require that Developers dedicate any Righ of Way width on their side of the road centerline that is needed to accommodate the proposed road classification and standard in the Transportation Master Plan. In this instance, the Transportation Master Plan calls for an 80 foot ROW (40 feet on each side of the center line) to accommodate Spanish Valley Drive as a Major Collector Road. The County also requires that Developers make planned roadway improvements within their portion of the roadway frontage. In this instance, that includes half-width improvements to the road surface and the planned multi-use pathway. Although the County’s Transportation Master Plan calls for Spanish Valley Drive to be a Major Collector at full build-out of Spanish Valley, the County’s Engineer, Road Supervisor, and Community and Economic Development Director believe that roadway improvements up to the Minor Collector standard is more appropriate at this time for two reasons. First, Spanish Valley Drive can accommodate significantly more traffic without seeing a drop in level of service. Second, expanding the roadway width to the Major Collector standard at this time may actually result in less safe conditions. The Developer accepts that they must improve their half-width of Spanish Valley Drive and build or bond for their frontage portion of the multi-use pathway.

The Applicant has proposed interior streets that meet the LUC and design specifications set forth by the County Engineer and Road Supervisor as per the updated master plan dated 11/8/19.
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.

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, for each unrestricted unit constructed at least four (4) HDHO Units shall be constructed.

This standard will be monitored at the time building permits are requested. 80% of the units will need to be deed restricted in accordance with Section 4.7.

4.7.6 Assurance of Primary Residential Housing and Occupancy.

The Applicant has added the following notes to his master plan dated 11/8/19.

A. General. HDHO Lots and Units shall be used for Primary Residential Housing for Actively Employed Households in perpetuity.

B. Deed Restriction. The following Deed Restriction shall be integrated into the Development Agreement, the Master Plan, each Final Plat or Site Plan, and each deed of conveyance:

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, in perpetuity. The Property is further subject to a [this] Development Agreement and the [this] Master Plan recorded in the real property records of Grand County, Utah on _____ at Entry No[s]. ________ [and ________ , respectively].

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 Deed Restriction by a record owner of any HDHO Lot or Unit in Grand County.

Article 7 Subdivision Standards

Staff has reviewed the “Tierra Fuego” HDHO Application for subdivision standards not specified within the HDH Overlay or addressed above. The following findings are pertinent to Council’s review of the master plan.

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. Staff anticipates that no new street lighting will be added.

Fire Protection: The Fire Department supports the general subdivision layout. It will accept the hammerhead turnarounds for emergency vehicles.

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 compliment to the Future Land Use Plan, the proposed subdivision is supported.

COMPATABILITY WITH LAND USE CODE (ZONING)
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 compliment to the Future Land Use Plan, the proposed subdivision is supported.

LAND USE CODE REFERENCE SECTIONS
Sections 4.7 (High Density Housing Overlay) and 9.17.3 (Site Plan Requirements)

The subject property is zoned Rural Residential (RR), and is in the HDHO-10 overlay zone. The applicant originally had submitted an application for the High Density Housing Overlay District 10 (HDHO-10) due to the fact that the subject parcels are located within that overlay district. The developer is seeking legislative approval of the High Density Housing Overlay 5 (HDHO-5) being applied to the subject parcel. Based on the densities desired by the applicant, and recent action taken by Council, Planning Commission made the recommendation on November 12, 2019, to forward a favorable recommendation to apply the High Density Housing Overlay District 5 (HDHO-5) to the subject parcels.

Once the HDH overlay is applied, the proposed preliminary plat will need to comply with all standards in Section 4.7 and Articles 5, 6, 7, and 9.

PROPERTY HISTORY
The property is currently undeveloped.
HIGH DENSITY HOUSING (HDH) OVERLAY APPLICATION
Grand County Courthouse: 125 E. Center St. Moab, UT 84532; Phone: (435) 259-1343

FOR OFFICE USE ONLY
Date of Submittal: ____________ Application Processing Fees: $500.00
Submittal Received by: _______ Amount Paid: __________ Fees Received by:____________________

APPLICANTS ARE STRONGLY ENCOURAGED TO READ THROUGH SECTION 4.7 OF THE GRAND COUNTY LAND USE CODE AND MEET WITH STAFF PRIOR TO SUBMITTING AN APPLICATION TO RECEIVE THE HIGH DENSITY HOUSING (HDH) OVERLAY. APPROVAL OF AN HDH OVERLAY APPLICATION DOES NOT CONSTITUTE A PRELIMINARY PLAT, FINAL PLAT, OR SITE PLAN APPROVAL.

CONTACT INFORMATION
Property owner: Erich L Pflumm
Address: 4318 Chapamn Rd, Moan, UT 84532
Phone: ___________________________ cell: 602-749-5833 fax:
Email address: ___________________________________________________________________

Engineer (if applicable): SET Engineering LLC
Address: 1309 E 3rd Ave. #21, Durango, CO 81301
Phone: 970-403-5088 cell: _____________________ fax:____________________
Email address: jamesg@setengineering.com

Property owner representative (if applicable): ______________________________________
Address: ________________________________________________________________________
Phone: ___________________________ cell:____________________ fax:____________________
Email address: ___________________________________________________________________

PROJECT INFORMATION
Project name: Tierra Fuego
General location of the property: Spanish Valley Drive between Rim Village and S Lake Lane
Underlying Zoning: Rural Residential district
Surrounding land uses: Residential and agricultural
Size of property: 2 acres
Number of lots/units proposed: 8 (for sale) 2 (for rent)
Number of deed restricted HDHO units proposed: 8 (for sale) (for rent)
REQUIRED – Each of the following agencies will review for their ability to serve the proposed
development through adequate existing and future easements, or provide a letter with detailed
requirements for the proposed development. Applicants are encouraged to consult each of the following
agencies prior to submitting a development application. Grand County Community and Economic
Development staff will request approval letters or signatures from each agency after a complete application
is submitted.

Moab Valley Fire Department
Grand County Road Supervisor
Grand Water and Sewer Service Agency
Rocky Mountain Power
FEMA Floodplain Administrator

SUPPORTING MATERIALS
Approvals of the High Density Housing (HDH) Overlay are considered legislative, discretionary decisions.
They are reviewed in public hearings by the Planning Commission and County Council, with the County
Council serving as the final land use authority (i.e. final decision-making authority). Approval of an HDH
Overlay application DOES NOT constitute a preliminary plat, final plat, or site plan approval. HDH Overlay
applications shall contain, at a minimum, the following supporting materials through the approval process
according to the following submittal schedule:

☑ Survey. The applicant shall submit a certified survey of land area to be rezoned. Such survey map shall
require at a minimum the following information:
   1. Subject land area acreage
   2. Adjacent uses and predominant uses in the vicinity
   3. Existing zoning designation of the subject property and surrounding properties.
   4. A vicinity map.

☑ Applicant Statement. In making its determination, the County Council shall consider the recommendation of
the Planning Commission, staff reports, and the written and oral testimony presented. An Applicant statement
shall address the following issues for consideration in Section 9.2.7. Because densities associated with the High
Density Housing Overlays vary from those in the Future Land Use Plan of the County’s 2012 General Plan,
Applicants are encouraged to address why a High Density Housing Overlay Development meets the legislative
intent and the established standards of Section 4.7.

☑ Development Agreement. The Applicant shall provide and enter into a development agreement with the
County establishing the proposed means for assuring the continuing existence, maintenance and operation of the
HDH development in compliance with standards set forth in Section 4.7 of the Grand County LUC.

☑ Master Plan. The Applicant shall provide a Master Plan that shall govern the High Density Housing Overlay
Development in accordance with Section 4.7 of the Grand County LUC.

☑ Conceptual Site Plan. Shall include the information required under Section 9.17.3.A through N.
☒ **Title Report.** A preliminary title report from a licensed title company listing or attorney listing the name of the property owner(s) and all liens, easements and judgments of record affecting the subject property, and of the preliminary plat.

☒ **Covenants, Conditions, Restrictions.** Draft of any protective covenants where the developer/subdivider proposes to regulate land use or development standards in the subdivision.

☒ **Taxes.** A statement from the County treasurer showing the status of all current taxes due on the parcel.

☒ **Surrounding Property Owners.** A list of surrounding property owners and their legal mailing addresses within 100 feet in any direction of the exterior boundary of the parcel proposed to be rezoned.

☒ **Posting.** The Applicant is responsible for posting a sign noticing the public hearings. The Community and Economic Development Department will provide the physical signs. The Applicant is responsible for wind and water proofing the sign as well as placing it in a prominent place within the front setback of each street to which the proposed subdivision fronts. The public hearing notices shall be posted at least 10 days prior to the public hearings and remain in place until the public hearing is completed.

☒ **Application Fee.** The process/ filing fee of $500.00 shall be paid in full.

**APPLICANT CERTIFICATION**

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete and accurate to the best of my knowledge. I certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Grand County may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the Grand County Land Use Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. Additionally, I have reviewed and understand the section from the Consolidated Fee Schedule and hereby agree to comply with this resolution. I also agree to allow the Staff, or County appointed agent(s) of the County to enter the subject property to make any necessary inspections thereof.

Property Owner’s Signature: _______________________________ Date: 8-21-19

State of Utah )
   ) SS
County of Grand )

SUBSCRIBED AND SWORN to and before me this 21st day of August 2019

[Signature]

[Notary Public]

[Commission Expires]
Dear Grand County Planning Commission,

The Tierra Fuego subdivision is intended to meet the legislative intent of the High Density Housing Overlay Development as follows.

All the homes will be designed by Ted Clifton of Zero Energy Plans. Ted has been designing and building NetZero energy homes for over ten years. They are designed to be economical to build and energy efficient. All Ted’s plans are designed with passive solar, water conservation, and indoor air quality in mind.

Our current home, at 4318 Chapman R, Moab UT, was designed by Ted. We could not be happier with the efficient layout, esthetics, comfort, and most important energy efficiency and affordability. Additional information regarding Ted Clifton is attached.

The square footage of the homes will be limited to 1,400, square feet further reduce building costs and conserving energy. The homes will be designed to blend in with the surrounding area. A privacy fence will be built on the perimeter to provide privacy to the property and surrounding area.

CC&Rs will require xeriscape landscaping. Ken’s lake irrigation will be provide to all homes conserving culinary water. There is an existing connection to Ken’s lake on the property.

The goal of this development is to promote sustainable and affordable housing in our community. I am happy to address any concerns the Commissioners may have and am open to any suggestions that will help achieve this goal. I hope I have the opportunity see this to fruition. Thank you for your consideration.

Regards,

Erich Pflumm

[Signature]
GRAND COUNTY, UTAH
ORDINANCE ________ (2019)

APPROVING APPLICATION OF THE HIGH DENSITY HOUSING OVERLAY DISTRICT 5 (HDHO-5) TO 3827 AND 3859 SPANISH VALLEY DRIVE (Tierra Fuego HDHO Development)

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 High Density Housing Overlay (HDHO) was adopted on January 15, 2019 with Ordinance 584, and repealed and replaced on June 18, 2019 with Ordinance 591;

WHEREAS, Erich Pflumm (Applicant) is the owner of record of 2.00 acres of real property located at 3827 and 3859 Spanish Valley Drive in Section 27, Township 26 South, Range 22 East, SLB&M, Grand County, Utah, more specifically described as follows

Lots 2 and Lot 3, REID SUBDIVISION, according to the official plat thereof. (Parcel Nos. 02-0SRE-0002 and 02-0SRE-0003)

WHEREAS, the Applicant has submitted an application requesting designation of the High Density Housing Overlay District 10 (HDHO-10) to the parcels and associated acreage at 3827 and 3859 Spanish Valley Drive;

WHEREAS, the Applicant has submitted the Tierra Fuego HDHO Development master plan (Exhibit A) and development agreement (Exhibit B) satisfying the legislative intents and statutory requirements of Section 4.7 of the Grand County LUC (High Density Housing Overlay Districts);

WHEREAS, the Tierra Fuego HDHO Development master plan and development agreement designate that eighty percent (80%) of the Lots or Units within the proposed development shall be deed restricted in perpetuity for households that are primary residents who are actively employed within Grand County as defined by Section 4.7 of the LUC;

WHEREAS, in a public hearing on November 12, 2019 the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and voted 6-0 on a motion to forward a favorable recommendation to the Grand County Council;

WHEREAS, due notice was given that the Grand County Council would meet to hear and consider the proposed HDHO-5 application in a public hearing on December 3, 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 apply the High Density Housing Overlay District 5 (HDHO-5) to the parcels and acreage at 3827 and 3859 Spanish Valley Drive and approve for recordation the Tierra Fuego Master Plan and HDHO Development Agreement.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this ___ day of December by the following vote:

Those voting aye: ________________________________

Those voting nay: ________________________________

Those absent: ________________________________

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this ___ day of December by the following vote:

Those voting aye: ________________________________

Those voting nay: ________________________________

Those absent: ________________________________
ATTEST: Grand County Council

Chris Baird, Clerk/Auditor Evan Clapper, Chair
Exhibit B
Tierra Fuego HDHO Development Agreement
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 21st day of August, 2019 (the “Effective Date”) by and between Erich L Pflumm and Entrust Group Inc, FBO Erich L Pflumm Roth IRA, with its principal place of business located at 4318 Chapman Rd, Moab, UT 84532 (“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 petitioned Grand County to apply the High Density Housing Overlay District (the “HDHO District Petition”) 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 (“Section 4.7”).

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, 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 Grand County Code (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.

Agreement
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.** All terms herein shall have those meanings assigned in Section 4.7.

2. **COVENANT TO COMPLY WITH SECTION 4.7.** 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, 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, as designated on the Final Plat or Site Plan.

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

   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, in perpetuity. The Property is further subject to the Development Agreement recorded in the real property records of Grand County, Utah on _____ (Date) at Entry No. ______.

   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 Deed Restriction by a record owner of any HDHO Lot or Unit.

   3.3. Each HDHO Unit is required to have and maintain those minimum standards of physical condition set forth in Exhibit B, Minimum Standards, to Section 4.7, which Minimum Standards are integrated herein by this reference. 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 Section 3.3 by a record owner of any HDHO Unit in Grand County.

   3.4. Owner/Developer shall include the deed restriction contained in Section 3.2 above in each and every deed of original conveyance of an HDHO Lot, and each deed of conveyance thereafter shall include the same.

   3.5. Owner/Developer shall include the deed restriction contained in Sections 3.2 and 3.3 above in each and every deed of original conveyance of an HDHO Unit, and each deed of conveyance thereafter shall include the same.

4. **DEFAULT.**
4.1. Violation or breach of any provision hereunder, or Section 4.7, 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, or Utah law including specific performance and monetary fines pursuant to Section 4.2.

4.2. In the event an Event of Default is not cured under Section 4.1, 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. 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.

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: __________________________
Chair, Grand County Council

ATTEST:

County Clerk

Owner/Developer:

By: __________________________
Name: Erich Pflumm
Title: Owner

STATE OF UTAH )
COUNTY OF GRAND ) ss

On the 21st day of August 2019, personally appeared before me Erich L Pflumm, the signer of the foregoing HDH Development Agreement who duly acknowledges before me that he executed the same.
Exhibit A

Lots 2 and Lot 3, REID SUBDIVISION, according to the official plat thereof. (Parcel Nos. 02-0SRE-0002 and 02-0SRE-0003)
Lot 2 & 3 of the Reid Subdivision, In the SE 1/4 NE 1/4 Section 27, T26S, R22E, SLB&M, Grand County, Utah

that an engineering survey was made of the property described below, and the findings of that survey are as shown hereon.

Lucas Blake
License No. 7540504

Scale: 1" = 30'

SURVEYOR'S CERTIFICATION

I, Lucas Blake, certify that I am a Professional Land Surveyor as prescribed under the laws of the State of Utah and that I hold license no. 7540504. I further certify that my findings of that survey are as shown hereon.

Lucas Blake
License No. 7540504

SURVEYOR NOTES

The basis of bearing is N 00°01' E between the East Quarter Corner and the Northeast Corner of Section 27, Township 26 South, Range 22 East, Grand County, Utah.

The purpose of this survey is to determine the location of property lines and boundaries of the parcel of land described hereon. This survey was performed using the best legal evidence of record, and the findings of this survey are as shown hereon.

STANDARD LEGEND

- SQUARE METAL
- MONUMENT FOUND
- MONUMENT SET
- MAG NAIL FOUND
- MAG NAIL SET
- SQUARE NAIL
- MONUMENT SET
- GUY WIRE
- OVERHEAD ELECTRIC CABLE
- TELEPHONE MARKER
- FIRE DEPARTMENT WATER METER
- GAS PEDESTAL
- GAS METER
- GROUND LEVEL CONNECTION
- SQUARE METAL
- MONUMENT FOUND
- MONUMENT SET
- MAG NAIL FOUND
- MAG NAIL SET
- SQUARE NAIL
- MONUMENT SET
- GUY WIRE
- OVERHEAD ELECTRIC CABLE
- TELEPHONE MARKER
- FIRE DEPARTMENT WATER METER
- GAS PEDESTAL
- GAS METER
- GROUND LEVEL CONNECTION

ENDURANCE SURVEYING & MAPPING, INC.
ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

[Signature]

Authorized Countersignature

Anderson-Oliver Title Insurance Agency, Inc.
94 E. Grand Ave.
Moab, UT 84532
(435) 259-3000

[Signature]

Matt Morris
President and CEO

[Signature]

Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.
COMMITMENT CONDITIONS

1. DEFINITIONS
(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I - Requirements;
(f) Schedule B, Part II - Exceptions; and
(g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY
(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   (i) comply with the Schedule B, Part I - Requirements;
   (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
   (iii) acquire the Title or create the Mortgage covered by this Commitment.
(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 12139
ALTA Commitment For Title Insurance 8-1-16 (4-2-18)
Page 2 of 3
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT
(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT
   The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY
   The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION
   The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.
ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A
ISSUED BY STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

<table>
<thead>
<tr>
<th>Issuing Agent</th>
<th>Anderson-Oliver Title Insurance Agency, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuing Office</td>
<td>94 E. Grand Ave., Moab, UT 84532</td>
</tr>
<tr>
<td>Issuing Office's ALTA® Registry ID</td>
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<tr>
<td>Loan ID Number</td>
<td></td>
</tr>
<tr>
<td>Commitment Number</td>
<td>12139</td>
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<td>Issuing Office File Number</td>
<td>12139</td>
</tr>
<tr>
<td>Property Address</td>
<td>3827 South Spanish Valley Drive, Moab, UT 84532</td>
</tr>
<tr>
<td></td>
<td>3859 Spanish Valley Drive, Moab, UT 84532</td>
</tr>
</tbody>
</table>

Revision Number:

1. Commitment Date: July 15, 2019 at 8:00 A.M.

2. Policy to be issued:

   (a) ALTA Owner's Policy Standard

   Proposed Insured: Erich Pflumm

   (b) ALTA Loan Policy Standard

   Proposed Insured: TITLE COMMITMENT ONLY

<table>
<thead>
<tr>
<th>Proposed Policy Amount</th>
</tr>
</thead>
<tbody>
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<td>$0.00</td>
</tr>
<tr>
<td>$220.00</td>
</tr>
</tbody>
</table>

3. The estate or interest in the Land described or referred to in this Commitment is:

   Fee Simple

4. The Title is, at the Commitment Date, vested in:

   Erich Pflumm

5. The Land is described as follows:

   Grand County, Utah:

   Lots 2 and Lot 3, REID SUBDIVISION, according to the official plat thereof. (Parcel Nos. 02-0SRE-0002 and 02-0SRE-0003)
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
Exceptions

File No.: 12139

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

8. Taxes for the year 2019 are accruing as a lien; not yet due and payable. Taxes for the year 2018 were paid in the amount of $852.88 for each lot.

9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
Exceptions

be leases, grants, exceptions or reservations of interests that are not listed.

10. Matters pertaining to the Subdivision Plat of REID SUBDIVISION, in the SE1/4 NE1/4 Section 27, T26S, R22E, SLM, Grand County Utah recorded June 15, 1993 as Entry No. 428644 in Book 453 at page 497.

A judgment search was made in the following names and none were found of record except as noted above:
Erich Pflumm

CHAIN OF TITLE:

According to the Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows: None
WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information.</th>
<th>Do we share</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes—to offer our products and services to you.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For our affiliates' everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates' everyday business purposes—information about your creditworthiness.</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.</td>
<td>Yes</td>
<td>Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.</td>
</tr>
<tr>
<td>For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.</td>
<td>No</td>
<td>We don't share</td>
</tr>
</tbody>
</table>

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

<table>
<thead>
<tr>
<th>How often do the Stewart Title Companies notify me about their practices?</th>
<th>We must notify you about our sharing practices when you request a transaction.</th>
</tr>
</thead>
<tbody>
<tr>
<td>How do the Stewart Title Companies protect my personal information?</td>
<td>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.</td>
</tr>
<tr>
<td>How do the Stewart Title Companies collect my personal information?</td>
<td>We collect your personal information, for example, when you request insurance-related services and provide such information to us. We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</td>
</tr>
<tr>
<td>What sharing can I limit?</td>
<td>Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.</td>
</tr>
</tbody>
</table>

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056
WHAT DO/DOES THE Anderson-Oliver Title Insurance Agency, Inc. DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Anderson-Oliver Title Insurance Agency, Inc., and its affiliates ("N/A"), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Anderson-Oliver Title Insurance Agency, Inc., need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Do we share?</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</td>
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</tr>
<tr>
<td>What sharing can I limit?</td>
<td>Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.</td>
</tr>
</tbody>
</table>

Contact Us

If you have any questions about this privacy notice, please contact us at: Anderson-Oliver Title Insurance Agency, Inc., 94 E. Grand Ave., Moab, UT 84532
GRAND COUNTY CORPORATION
Tax Roll Master Record

Parcel: 02-0SRE-0002  Serial #:REID 2  Entry: 523526
Name: ENTRUST GROUP INC FBO
c/o Name: ERICH L PFLUMM
Address 1: 4318 CHAPMAN RD
Address 2: 
City State Zip: MOAB  UT 84532-0000

Mortgage Co:
Status: Active  Year: 2019  District: 002 SPANISH VALLEY  0.010661

Property Address
SPANISH VALLEY DR 3827 S
MOAB  84532-0000
Acres: 1.00

 Owners

<table>
<thead>
<tr>
<th>Owners</th>
<th>Interest</th>
<th>Entry</th>
<th>Date of Filing</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENTRUST GROUP INC FBO</td>
<td></td>
<td>523526</td>
<td>03/30/2017</td>
<td>(0851/0144)</td>
</tr>
<tr>
<td>PFLUMM ERICH L ROTH IRA #50-01245</td>
<td></td>
<td>523526</td>
<td>03/30/2017</td>
<td>(0851/0144)</td>
</tr>
</tbody>
</table>

### Property Information

<table>
<thead>
<tr>
<th>Property Information</th>
<th>Units/Acres</th>
<th>Market</th>
<th>Taxable</th>
<th>Taxes</th>
<th>Market</th>
<th>Taxable</th>
<th>Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>LV01 LAND VACANT</td>
<td>1.00</td>
<td>80,000</td>
<td>80,000</td>
<td>852.88</td>
<td>80,000</td>
<td>80,000</td>
<td>842.56</td>
</tr>
<tr>
<td>Totals:</td>
<td>1.00</td>
<td>80,000</td>
<td>80,000</td>
<td>852.88</td>
<td>80,000</td>
<td>80,000</td>
<td>842.56</td>
</tr>
</tbody>
</table>

#### 2019 Values & Taxes

| 2019 Taxes | 852.88 |
| 2018 Taxes | 842.56 |

#### Special Fees

| Special Fees | 0.00 |
| Penalty     | 0.00 |

#### Abatements

| Abatements | 0.00 |
| Payments   | 0.00 |

#### Amount Due

| Amount Due | 852.88 |

### ATTENTION!!

Tax Rates for 2019 have NOT BEEN SET OR APPROVED! Any levied taxes or values shown on this printout for the year 2019 are SUBJECT TO CHANGE!! (Using Proposed Tax Rate)

### Back Tax Summary

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal</th>
<th>Specials Total</th>
<th>Penalty</th>
<th>Interest Due</th>
<th>Interest Rate</th>
<th>Total Payments</th>
<th>Total Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>7.00%</td>
<td>900.76</td>
<td>0.00</td>
</tr>
<tr>
<td>Totals:</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>7.00%</td>
<td>900.76</td>
<td>0.00</td>
</tr>
</tbody>
</table>

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

### Taxing Description

LOT 2 REID SUBDIVISION 1.00 AC
### GRAND COUNTY CORPORATION

#### Tax Roll Master Record

**Parcel:** 02-0SRE-0003  
**Serial #:** REID 3  
**Entry:** 524048

<table>
<thead>
<tr>
<th>Owners</th>
<th>Interest</th>
<th>Entry</th>
<th>Date of Filing</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>PFLUMM ERICH</td>
<td><strong>524048</strong></td>
<td><strong>04/13/2017</strong></td>
<td><strong>(0852/0036)</strong></td>
<td></td>
</tr>
</tbody>
</table>

#### Property Address

**SPANISH VALLEY DR 3859**  
**MOAB 84532-0000**  
**Acres:** 1.00

#### Property Information

<table>
<thead>
<tr>
<th><strong>2019 Values &amp; Taxes</strong></th>
<th><strong>2018 Values &amp; Taxes</strong></th>
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<td><strong>Units/Acres</strong></td>
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</table>

**** ATTENTION !! ****

Tax Rates for 2019 have NOT BEEN SET OR APPROVED! Any levied taxes or values shown on this printout for the year 2019 are SUBJECT TO CHANGE!! (Using Proposed Tax Rate)

**2019 Taxes:** 852.88  
**2018 Taxes:** 842.56

- **Special Fees:** 0.00  
- **Penalty:** 0.00  
- **Abatements:** (0.00)  
- **Payments:** (0.00)

**Amount Due:** 852.88  
**Review Date:** 02/05/2015  
**NO BACK TAXES!!**

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

**Taxing Description**

LOT 3 REID SUBDIVISION 1.00 AC
REID SUBDIVISION

IN THE SE4NE4 SECTION 27 T 26S R 22 E
SLB&M, GRAND COUNTY, UTAH

THIS PLAT IS FOR NAME CHANGE RECORDS ONLY
SEE OFFICIAL PLAT FOR ALL OTHER PURPOSES

LEGEND

• 18' RED B埼 WITH PLASTIC CAP SET THIS PLAT

FENCING GRAINED VARIETY OF PAINTED GUM
Mail Tax Notice to: The Entrust Group Inc. FBO of Erich L. Pflumm Roth IRA #50-01245
555 12th Street, Suite 1250
Oakland, CA 95607

WARRANTY DEED

File Number: 10591

Robert J. Reid Jr., as Successor Trustee of THE REID FAMILY TRUST dated April 21, 1982, GRANTOR (S), whose address is 8640 South Russell Park Road, Salt Lake City, UT 84121 hereby CONVEY(S) AND WARRANT(S) to The Entrust Group Inc. FBO of Erich L. Pflumm Roth IRA #50-01245, GRANTEE(S) whose address is 555 12th Street, Suite 1250, Oakland, CA 95607 for the sum of ($10.00) Ten Dollars and No Cents and other good and valuable considerations the following described tract of land in Grand County, State of Utah, to-wit:

Grand County, Utah:

Lot 2, REID SUBDIVISION, according to the official plat thereof. (Parcel No. 02-0SRE-0002)

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

WITNESS the hand of said Granter, this 28th day of March, 2017.

Robert J. Reid Jr., as Successor Trustee of THE REID FAMILY TRUST dated April 21, 1982

State of Utah )
County of Grand) ss.

On the 28th day of March, 2017, personally appeared before me, Robert J. Reid Jr., as Successor Trustee of THE REID FAMILY TRUST dated April 21, 1982, the signer(s) of the foregoing Warranty Deed who duly acknowledged before me that he/she/they executed the same.

DAWN RENAE EDDY
Notary Public
Residing in: Moab, UT

File No.: 10591
AO2 Warranty Deed
Mail Tax Notice to: Erich Pflumm  
4318 Chapman Lane  
Moab, UT 84532

WARRANTY DEED

File Number: 10616

Robert J. Reid Jr., as Successor Trustee of THE REID FAMILY TRUST dated April 21, 1982, GRANTOR (S), whose address is 8840 South Russell Park Road, Salt Lake City, UT 84121 hereby CONVEY(S) AND WARRANT(S) to Erich Pflumm, GRANTEE(S) whose address is 4318 Chapman Lane, Moab, UT 84532 for the sum of ($10.00) Ten Dollars and No Cents and other good and valuable considerations the following described tract of land in Grand County, State of Utah, to-wit:

Grand County, Utah:

Lot 3, REID SUBDIVISION, according to the official plat thereof. (Parcel No. 02-0SRE-0003)

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

WITNESS the hand of said Grantor, this 10th day of April, 2017.

Robert J. Reid Jr., as Successor Trustee of THE REID FAMILY TRUST dated April 21, 1982

State of Utah  
County of Salt Lake

On the 11 day of April, 2017, personally appeared before me, Robert J. Reid Jr., as Successor Trustee of THE REID FAMILY TRUST dated April 21, 1982, the signer(s) of the foregoing Warranty Deed who duly acknowledged before me that he/she/they executed the same.

Notary Public  
My commission expires: 1-3-2021  
Residing in: Salt Lake
Public Hearing for an Ordinance Amending the Grand County Ordinances to Include Title 17- Use of Public Lands.

**Prepared By:**
Andrea Brand, Director, Sand Flats and Christina Sloane, Grand County Attorney.
435-259-1386
abrand@grandcountyutah.net

**FOR OFFICE USE ONLY:**
Attorney Review: YES

**FISCAL IMPACT:**
N/A

**PRESENTERS:**
Andrea Brand, Director, Sand Flats Recreation Area and Steve White, Grand County Sheriff

**RECOMMENDATION:**
Pass, adopt and approve Ordinance Amending the Grand County Ordinances to Include Title 17- Use of Public Lands.

**BACKGROUND:**
The purpose of the Ordinance is to Amend the Grand County Ordinances to Include Title 17- Use of Public Lands.

Utah Code § 17-50-304 permits Grand County (the “County”) to make and enforce “all such local, police, building, and sanitary regulations as are not in conflict with general laws.”

Grand County experiences millions of recreational user visits each year, according to visitor use statistics maintained by the National Park Service.

Said recreational users seek a high-quality recreational experience on our public lands maintained by the National Park Service, United States Forest Service, Bureau of Land Management, State of Utah, and the County.

The high number of recreational users utilizing public campgrounds and free dispersed camping areas creates undue stress on public lands within the County, including adverse impact to local wildlife, vegetation, soil, and visual and cultural resources; increases conflict among recreational users; and poses a threat to public safety and enjoyment of public lands.

Grand County has received an increase in the number of complaints regarding the impacts of recreational users in the County, especially with regards to sanitation, fire safety, noise, animals, and general preservation of the environment.

To reduce damage to natural and cultural resources and to provide for public safety, it is in the best interest of Grand County and its citizens if the County establishes regulations to govern use of public lands within the County.
Attachment(s) Ordinance Amending the Grand County Ordinances to Include Title 17- Use of Public Lands.
GRAND COUNTY, UTAH
ORDINANCE ______ (2019)

AN ORDINANCE AMENDING THE GRAND COUNTY CODIFIED ORDINANCES TO INCLUDE TITLE 17 - USE OF PUBLIC LANDS

WHEREAS, Utah Code § 17-50-304 permits Grand County (the “County”) to make and enforce “all such local, police, building, and sanitary regulations as are not in conflict with general laws;”

WHEREAS, Grand County experiences millions of recreational user visits each year, according to visitor use statistics maintained by the National Park Service;

WHEREAS, said recreational users seek a high-quality recreational experience on our public lands maintained by the National Park Service, United States Forest Service, Bureau of Land Management, State of Utah, and the County;

WHEREAS, the high number of recreational users utilizing public campgrounds and free dispersed camping areas creates undue stress on public lands within the County, including adverse impact to local wildlife, vegetation, soil, and visual and cultural resources; increases conflict among recreational users; and poses a threat to public safety and enjoyment of public lands;

WHEREAS, Grand County has received an increase in the number of complaints regarding the impacts of recreational users in the County, especially with regards to sanitation, fire safety, noise, animals, and general preservation of the environment;

WHEREAS, to reduce damage to natural and cultural resources and to provide for public safety, it is in the best interest of Grand County and its citizens if the County establishes regulations to govern use of public lands within the County; and

WHEREAS, the Grand County Council held a public hearing on this Ordinance to solicit input from local residents and public lands users on December 3, 2019.

NOW, THEREFORE, BE IT ORDAINED by the County Council that it does hereby amend the Grand County Codified Ordinances to include Title 17 – Use of Public Lands, which law shall govern camping and use of public lands in Grand County:

See Exhibit A
PASSED, ADOPTED, AND APPROVED by the Grand County Council in a public meeting on December 17, 2019 by the following vote:

Those voting aye: ____________________________________________

Those voting nay: ____________________________________________

Those absent: ________________________________________________

Grand County Council

ATTEST:

__________________________  ________________________________
Evan Clapper, Chair          Chris Baird, Clerk/Auditor
Title 17

USE OF PUBLIC LANDS

Chapters:
17.01 Purpose
17.02 Definitions
17.03 Camping and Parking
17.04 Sanitation
17.05 Roadways and Vehicles
17.06 Animals
17.07 General Use
17.08 Enforcement

Chapter 17.01

PURPOSE

17.01.010 Purpose.

These regulations establish minimum standards to:

A. Reduce damage to and undue stress on natural resources located on Public Lands in Grand County, including local wildlife, vegetation, soil, and visual and cultural resources;

B. Reduce conflict between recreational users and increase the enjoyment of Public Lands in Grand County;

C. Assist federal and state law enforcement officers, including Authorized Officers, employed by the National Park Service, United States Forest Service, Bureau of Land Management, and State of Utah to make and enforce regulations that protect and promote Public Lands in Grand County;

D. Provide for public safety and secure and promote the public health, comfort, convenience, safety, welfare and the peace and quiet of all users of Public Lands within Grand County.
Chapter 17.02

DEFINITIONS

Sections:
17.02.010 Definitions

17.02.010 Definitions.

A. “Authorized Officer” means any elected, appointed, or employed officer of a federal, state, or local law enforcement agency who is commissioned to enforce the criminal laws of the United States of America or State of Utah generally.

B. “Camping”, or to camp, means the temporary use of Public Lands for the purpose of overnight occupancy without a permanently fixed structure, including pitching a tent, parking a trailer, erecting any shelter, or placing any other camping equipment for overnight occupancy.

C. “Designated Campground” means a designated and signed area that has been improved and developed for camping with facilities such as toilets, tables, and fire pits.

D. “Developed Recreation Site” means a fee and non-fee area which has been designated, improved or developed for recreation, including Designated Campgrounds, Dispersed Camping Areas, picnic areas, day use areas, walks, trails, and roads, which may be managed by the United States, State of Utah, or Grand County.

E. “Dispersed Camping Area” means a non-fee area used for camping outside of a designated campground with no services, such as trash removal, and few or no facilities such as toilets, tables, and fire pits.

F. “Greywater” means wastewater generated from baths, sinks, basins, and other appliances that has not been contaminated by fecal matter.

G. “Motor Vehicle” means a self-propelled vehicle intended primarily for use and operation on the highways, as defined in Utah Code § 41-1a-102.

H. “Nuisance Animal” means any animal(s) that: molests passersby or passing vehicles; attacks other animals; trespasses on private property; is repeatedly at large or not under restraint damages private or public property; or barks, whines or howls in an excessive, continuous or untimely manner.

I. “Off-Highway Vehicle” means every snowmobile, all-terrain type I vehicle, all-terrain type II vehicle, all-terrain type III vehicle, or motorcycle as defined in Utah Code § 41-22-2.

J. “Public Lands” means land owned by the United States, State of Utah, or Grand County.
K. ‘Sewage Facility” means any wet or dry toilet, temporary waste kit that may be safely deposited into a refuse container, or other wastewater system provided for the purpose of treating waste or sewage.


Chapter 17.03

CAMPING AND PARKING

Sections:
17.03.010 Campfires
17.03.020 Camping

17.03.010 Campfires.
On Public Lands, unless authorized by permit, no person shall:
   A. Ignite or maintain a wood-burning fire outside of a firepan, fireplace, grill or ring that is either established or provided for that purpose;
   B. Ignite or maintain a fire using propane, gasoline, or similar fuel except in a stove or lantern;
   C. Build or install, or otherwise create new fireplaces, fire grills, or campfire rings;
   D. Burn wood pellets;
   E. Fire a tracer or incendiary device;
   F. Leave a fire unattended or fail to completely extinguish a fire not in use, except to report it if it has spread beyond control,
   G. Resist or interfere with the efforts of firefighter(s) to extinguish a fire;
   H. Enter an area which is closed by a fire prevention order; or
   I. Perform any act restricted by a fire prevention order.

17.03.020 Camping.
On Public Lands, unless otherwise authorized by permit, no person shall:
   A. Camp outside of established and designated campsites;
   B. Build or install, or otherwise create, new campsites;
   C. Occupy or otherwise use a campsite occupied by or reserved for another person;
   D. Camp in areas posted as closed to camping (including No Camping signs), including archaeological sites and historic sites;
   E. Occupy a campsite:
      1. In Designated Campgrounds:
         a. With more people or vehicles than permitted or posted;
         b. Without payment of required fees; or
         c. For a longer period of time than permitted by applicable federal, state, or local law;
      2. In Dispersed Camping Areas:
         a. With more than ten (10) people and two (2) vehicles; or
         b. For more than fourteen (14) consecutive days within a thirty (30) day period within a thirty (30) mile radius; or
F. Interfere with a lawful occupant or user of a campsite.

Chapter 17.04

SANITATION

Sections:
17.04.010 Human Waste
17.04.020 Trailer Refuse or Waste
17.04.030 Cleaning and Washing

17.04.010 Human Waste.
No person shall dump or otherwise deposit human waste, or wastewater contaminated by fecal matter, on Public Lands except in a Sewage Facility. All persons are required to carry out solid human body waste and must possess and utilize a Sewage Facility that allows for the disposal of solid human waste through authorized sewage systems;

17.04.020 Trailer Refuse or Waste.
No person shall drain, dump, or otherwise deposit refuse or waste from any trailer or other vehicle on to Public Lands, including Greywater and oil, except in receptacles provided for such use.

17.04.030 Cleaning and Washing.
No person shall clean fish, game, clothing, or household articles at any outdoor hydrant, pump, faucet, or foundation or restroom water faucet on Public Lands.

Chapter 17.05

ROADWAYS AND VEHICLES

17.05.010 General Regulation
17.05.020 Fins and Things

17.05.010 General Regulation.
Utah Statute §§ 41-22-1 et seq. (Off-Highway Vehicles) and §§ 41-6a-101 et seq. (Traffic Code), as amended, shall govern the general operation, use, and parking of Vehicles on Public Lands. In the event of conflict, Utah Statute shall control.

17.05.020 Fins and Things.
Grand County Codified Ordinance at Section 12.12.060 shall control travel on Fins and Things, which entire roadway is designated for one direction of vehicle travel and which southern side, that portion south of Sand Flats Road, is limited to daytime hours only defined as one half hour after sunrise to one half hour prior to sunset.
Chapter 17.06

ANIMALS

Sections:
17.06.010 Restraint and Care, Generally
17.06.020 Hitching or Tying Animals
17.06.030 Nuisance Animals

17.06.010 Restraint and Care, Generally.
Title 6 of the Grand County Codified Ordinances, and Utah Statute §§ 76-9-301 et seq., as amended, shall govern the restraint and care of animals on Public Lands. In the event of conflict, Utah Statute shall control; in the event of conflict between Title 6 and Chapter 17.06 of the Grand County Codified Ordinances, Title 6 shall control.

17.06.020 Hitching or Tying Animals.
No person shall hitch or tie an animal to any tree, shrub, vehicle, or improvement, including structures, on Public Lands that causes damage or blocks or restricts foot or vehicular traffic.

17.06.030 Nuisance Animals.
On Public Lands, and as determined by an Authorized Officer, no person shall:
  A. Maintain a Nuisance Animal without proper confinement or muzzling; or
  B. Fail to restrain a Nuisance Animal.

Chapter 17.07

GENERAL USE

Sections:
17.07.010 Resource Collection
17.07.020 Protection of Property and Resources
17.07.030 Noise
17.07.040 Trails and Walks
17.07.050 Nuisance
17.07.060 Abandonment of Property
17.07.070 Vandalism

17.07.010 Resource Collection.
On Public Lands, unless authorized by permit, no person shall:
  A. Collect, gather, or cut wood for any purpose;
  B. Collect for commercial purposes or in commercial quantities any of the following:
     1. Commonly available renewable resources such as flowers, berries, nuts, seeds, cones and leaves;
     2. Nonrenewable resources such as rock and mineral specimens, common invertebrate and plant fossils, and semiprecious stones;
     3. Petrified wood; or
Mineral materials; or
C. Gather petrified wood in the following areas:
   1. The Colorado River SRMA;
   2. High visitation sites within the Labyrinth Rim/Gemini Bridges SRMA; and
   3. Any other areas in which petrified wood gathering is prohibited by federal, state, or local law;

17.07.020 Protection of Property and Resources.
On Public Lands, no person shall willfully deface, disturb, remove, or destroy:
   A. Any personal property or structures, or any scientific, cultural, archeological, or historic resource, natural object or area; or
   B. Plants or their parts, soil, rocks, or minerals, or cave resources, except as otherwise authorized by permit or written agreement.

17.07.030 Noise.
A. Title 11 of the Grand County Codified Ordinances, as amended, shall govern noise on public lands. In the event of conflict between Title 11 and this Chapter 17.07.030, Title 11 shall control.
B. On Public Lands, except as otherwise posted or permitted, no person shall:
   a. Operate or use any audio device such as a radio, television, musical instrument, generator, or other noise producing device or motorized equipment:
      1. In a manner that makes unreasonable noise that disturbs other visitors; or
      2. Between the hours of 10 pm and 6 am.

17.07.040 Trails and Walks.
On Public Lands, no person shall:
   A. Bicycle, rollerblade, roller skate, skateboard, or operate a Vehicle on any trail or walk not specifically designated and posted for that purpose;
   B. Block, restrict, or otherwise interfere with the normal use of any trail or walk; or
   C. Recreate off designated trails and walks in posted areas.

17.07.050 Nuisance.
On Public Lands, and as determined by an Authorized Officer, no person shall cause a public disturbance or create a risk to other persons by engaging in activities which include, but are not limited to, the following:
   A. Making noise that exceeds that permitted by Title 11 - Noise of the Grand County Codified Ordinances;
   B. Creating a hazard or nuisance as otherwise defined by the Grand County Codified Ordinances, including Chapter 8.08 – Nuisances and the Grand County Land Use Code, as amended;
   C. Refusing to disperse when directed to do so by an Authorized Officer;
   D. Maintaining or failing to restrain a Nuisance Animal of any kind without proper confinement or muzzling, as determining by an Authorized Officer.
17.07.060 Abandonment of Property.
Except as otherwise authorized by permit or written agreement, no person shall leave personal property unattended for more than 48 hours on Public Lands. Personal property left unattended for more than 48 hours shall be subject to disposition under federal, state, and local law.

17.07.070 Vandalism
No person shall interfere or tamper with or otherwise vandalize any improvements at Developed Recreation Sites or on any Public Lands, including Sewage Facilities, fee deposit tubes, signage, fencing, landscaping, structures, and accessory improvements.

Chapter 17.08

ENFORCEMENT

Sections:
17.08.010 Violation
17.08.020 Enforcement

17.08.010 Violation.
Except where Utah Statute punishes a violation hereunder as an infraction, any person who is found guilty of violating any of this Title 17, either by failing to do those acts required herein or by doing a prohibited act, is guilty of a Class B misdemeanor punishable by a maximum sentence of up to six months in jail and a maximum fine of $1,000. Each day such violation is committed or permitted to continue shall constitute a separate violation.

17.08.020 Enforcement.
The County Attorney may initiate legal action, civil or criminal, requested by the County Executive or Sheriff to abate any condition that exists in violation of this Title 17. In addition to other penalties imposed by a court of competent jurisdiction, any person(s) found guilty of violating this Title 17 shall be liable for all expenses incurred by the County in removing or abating any nuisance or other noise disturbance.
Public Notice

Notice of Public Hearing

NOTICE IS HEREBY GIVEN that the Grand County Council will hold a Public Hearing at a Regular Meeting on Tuesday December 3, 2019 at 4:00 pm or later in the Council Chambers of the Grand County Courthouse, located at 125 East Center Street, Moab, Utah.

The purpose of this hearing is to solicit public input on a proposed ordinance to amend the Grand County Ordinances to replace Title 17—Use of Public Lands “AN ORDINANCE AMENDING THE GRAND COUNTY ORDINANCES TO INCLUDE TITLE 17 - USE OF PUBLIC LANDS” establish regulations to govern use of public lands within the County—which law shall govern camping and use of public lands in Grand County. A complete draft of the ordinance is available in the Grand County Clerk’s office, 125 East Center Street, Moab, Utah.

Published in the Times Independent, Moab, Utah, November 14 and 21, 2019.
**GRAND COUNTY**  
**COUNTY COUNCIL MEETING**  
**DECEMBER 3, 2019**

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Public Hearing for an Ordinance Designating One-Way Travel for Fins and Things 4x4 Trail, Daytime Only Use Restrictions for the Southern 2.5 Miles of Fins and Things 4x4 Trail, and Amending 12.12.040 to Include Roads Within Property of the Bureau of Land Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>FISCAL IMPACT:</td>
<td>N/A</td>
</tr>
<tr>
<td>PRESENTER:</td>
<td>Andrea Brand, Director, Sand Flats Recreation Area and Steve White, Grand County Sheriff</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:**

Pass, adopt and approve Ordinance Designating One-Way Travel for Fins and Things 4x4 Trail, Daytime Only Use Restrictions for the Southern 2.5 Miles of Fins and Things 4x4 Trail, and Amending 12.12.040 to Include Roads Within Property of the Bureau of Land Management.

**BACKGROUND:**

The purpose of the Ordinance is to Designate One-Way Travel for Fins and Things 4x4 Trail, Daytime Only Use Restrictions for the Southern 2.5 Miles of Fins and Things 4x4 Trail, and Amending 12.12.040 to Include Roads Within Property of the Bureau of Land Management.

Fins and Things Jeep Trail, aka Fins and Things 4x4 Trail (“Fins and Things”), is an approximately 10-mile long motorized recreational trail and County D Road designated in the 2008 BLM Moab Travel Plan and the 2008 Grand County Travel Plan.

Fins and Things is located in the Sand Flats Recreation Area (“SFRA”), which is a special recreation management area developed in 1995 through collaborative efforts of Americorps, the Bureau of Land Management (“BLM”), and Grand County to ensure that the outstanding natural features of the area are protected from the adverse impacts of recreational use; provide sustainable public recreation opportunities consistent with the character and capability of the area; provide for public safety and reduction of visitor conflicts; assure the continuation of positive economic benefits to the County associated with public use of the area; and maintain reasonable public access to the area for recreational and other sustainable uses.

Fins and Things is narrow and sandy with high embankments on both sides of the road that make sight lines problematic in numerous sections.

The southern 2.5 miles of Fins and Things traverses through or nearby three popular campgrounds (E, F, and H) located in the SFRA and managed by Grand County.
After an environmental assessment, pursuant to 43 C.F.R. § 8341.1, and by record of decision dated August 26, 2015, the Bureau of Land Management designated the entire Fins and Things as one-way and restricts the southern 2.5 miles of Fins and Things to daytime travel only on August 26, 2015.

The remaining 7.5 miles of Fins and Things remain open to nighttime motorized use.

The BLM issued its 2015 decision of record after reaching consensus in June 2015 for the restrictions among local stakeholders, including Grand County; Red Rock 4 Wheelers; and the SFRA Stewardship Committee comprised of local citizens representing the motorized and non-motorized community.

The BLM’s one-way travel on Fins and Things and daytime use limitations on the southern 2.5 miles of Fins and Things have not been controversial and have not garnered objections from motorized users or the community.

Utah Code § 41-6a-208 permits Grand County, as the local highway authority, to regulate use of its county roads, including designating one-way travel and adopting ordinances to cover special conditions such as daytime hours limitations.

Utah Code § 41-6a-709 specifically allows Grand County to designate Fins and Things for one direction of vehicle travel at all times and criminalizes violation of such one-way travel.

Utah Code § 72-3-105 delegates sole jurisdiction and control of Class D roads to the County.

Grand County Code at Chapter 12 regulates Roadways and Public Places.

Grand County Ordinance at Section 12.12.040 prohibits the designation of a county road within property of the U.S. Forest Service, the National Park Service, the Utah State Lands System as an off-highway vehicle route, unless so designated by that agency, which Section inadvertently omits property of the Bureau of Land Management.

Nighttime motorized use near and through developed Campgrounds E, F, and H, managed by the County, has caused conflict between trail users and campers and violates SFRA’s posted quiet hours.

Given the narrow width and popularity of Fins and Things, designating it for one direction of vehicle travel at all times improves public safety, reduces resource damage, and enhances the visitor experience.

Given the impact to developed campgrounds managed by the County, limiting the southern 2.5 miles of Fins and Things to daytime travel only reduces conflict between user groups, enhances enforcement of SFRA’s posted quiet hours, improves public safety, reduces resource damage, and enhances the visitor experience.
Attachment(s) Ordinance Designating One-Way Travel for Fins and Things 4x4 Trail, Daytime Only Use Restrictions for the Southern 2.5 Miles of Fins and Things 4x4 Trail, and Amending 12.12.040 to Include Roads Within Property of the Bureau of Land Management
GRAND COUNTY, UTAH
ORDINANCE ________ (2019)

AN ORDINANCE DESIGNATING ONE-WAY TRAVEL FOR FINS AND THINGS 4X4 TRAIL, DAYTIME ONLY USE RESTRICTIONS FOR THE SOUTHERN 2.5 MILES OF FINS AND THINGS 4X4 TRAIL, AND AMENDING 12.12.040 OF THE GRAND COUNTY CODIFIED ORDINANCES TO INCLUDE ROADS WITHIN PROPERTY OF THE BUREAU OF LAND MANAGEMENT

WHEREAS, Fins and Things Jeep Trail, aka Fins and Things 4x4 Trail (“Fins and Things”), is an approximately 10-mile long motorized recreational trail and County D Road designated in the 2008 BLM Moab Travel Plan and the 2008 Grand County Travel Plan;

WHEREAS, Fins and Things is located in the Sand Flats Recreation Area (“SFRA”), which is a special recreation management area developed in 1995 through collaborative efforts of Americorps, the Bureau of Land Management (“BLM”), and Grand County to ensure that the outstanding natural features of the area are protected from the adverse impacts of recreational use; provide sustainable public recreation opportunities consistent with the character and capability of the area; provide for public safety and reduction of visitor conflicts; assure the continuation of positive economic benefits to the County associated with public use of the area; and maintain reasonable public access to the area for recreational and other sustainable uses;

WHEREAS, Fins and Things is narrow and sandy with high embankments on both sides of the road that make sight lines problematic in numerous sections;

WHEREAS, the southern 2.5 miles of Fins and Things traverses through or nearby three popular campgrounds (E, F, and H) located in the SFRA and managed by Grand County;

WHEREAS, after an environmental assessment, pursuant to 43 C.F.R. § 8341.1, and by record of decision dated August 26, 2015, the Bureau of Land Management designated the entire Fins and Things as one-way and restrict the southern 2.5 miles of Fins and Things to daytime travel only on August 26, 2015;

WHEREAS, the remaining 7.5 miles of Fins and Things remain open to nighttime motorized use;

WHEREAS, the BLM issued its 2015 decision of record after reaching consensus in June 2015 for the restrictions among local stakeholders, including Grand County; Red Rock 4 Wheelers; and the SFRA Stewardship Committee comprised of local citizens representing the motorized and non-motorized community;

WHEREAS, the BLM’s one-way travel on Fins and Things and daytime use limitations on the southern 2.5 miles of Fins and Things have not been controversial and have not garnered objections from motorized users or the community;
WHEREAS, Utah Code § 41-6a-208 permits Grand County, as the local highway authority, to regulate use of its county roads, including designating one-way travel and adopting ordinances to cover special conditions such as daytime hours limitations;

WHEREAS, Utah Code § 41-6a-709 specifically allows Grand County to designate Fins and Things for one direction of vehicle travel at all times and criminalizes violation of such one-way travel;

WHEREAS, Utah Code § 72-3-105 delegates sole jurisdiction and control of Class D roads to the County;

WHEREAS, Grand County Code at Chapter 12 regulates Roadways and Public Places;

WHEREAS, Grand County Codified Ordinance at Section 12.12.040 prohibits the designation of a county road within property of the U.S. Forest Service, the National Park Service, the Utah State Lands System as an off-highway vehicle route, unless so designated by that agency, which Section inadvertently omits property of the Bureau of Land Management;

WHEREAS, nighttime motorized use near and through developed Campgrounds E, F, and H, managed by the County, has caused conflict between trail users and campers and violates SFRA’s posted quiet hours;

WHEREAS, given the narrow width and popularity of Fins and Things, designating it for one direction of vehicle travel at all times improves public safety, reduces resource damage, and enhances the visitor experience; and

WHEREAS, given the impact to developed campgrounds managed by the County, limiting the southern 2.5 miles of Fins and Things to daytime travel only reduces conflict between user groups, enhances enforcement of SFRA’s posted quiet hours, improves public safety, reduces resource damage, and enhances the visitor experience; and

WHEREAS, the Grand County Council held a public hearing on this Ordinance to solicit input from local residents and public lands users on December 3, 2019;

NOW, THEREFORE, BE IT ORDAINED by the County Council that it does hereby amend the Grand County Codified Ordinances to amend Section 12.12.040 to include property of the Bureau of Land Management and include new Section 12.12.060, which law designates the entire Fins and Things, for one direction of vehicle travel and limits the hours of use on the southern 2.5 miles of Fins and Things, that portion south of Sand Flats Road, to daytime hours only, and new Section 12.12.070, Violation as follows:

See Exhibit A.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in a public meeting on December 17, 2019 by the following vote:

Those voting aye: ____________________________

Those voting nay: ____________________________

Those absent: ____________________________
Grand County Council

ATTEST:

__________________________________     _______________________________
Evan Clapper, Chair      Chris Baird, Clerk/Auditor
Chapter 12.12

OFF-HIGHWAY VEHICLE ROUTES

Sections:
12.12.010 Short title.
12.12.040 Established.
12.12.050 Compliance with state regulations.
12.12.060 Fins and Things
12.12.070 Violation

12.12.010 Short title.
This Chapter shall be known as, and shall be entitled, “Off Highway Vehicle Routes Designation for Grand County, Utah,” and may be so cited and pleaded. (Ord. 190 § 3-1-1, 1987)

It is the intent and purpose of the Grand County Council to avail itself of the powers granted under Title 41, Chapter 22, Section 10.5, Utah Code Annotated, as amended, in a manner that will promote the safety and protection of persons, property and the environment connected with the use and operation of off-highway vehicles in Grand County. (Ord. 190 § 3-1-2, 1987)

All definitions shall be the same as the definitions contained in Title 41, Chapter 22, Section 2, Utah Code Annotated, as amended. (Ord. 190 § 3-3-2, 1987)

12.12.040 Established.
A. All dirt surface roads in the Grand County system which lie outside of Moab Valley shall be designated as off-highway vehicle routes.

B. Where the county road is within property of the U.S. Forest Service, the National Park Service, the Utah State Lands System, or Bureau of Land Management that road is not to be designated as an off-highway vehicle route, unless so designated by that agency.

C. No asphalt or black-top surfaced road within the county system shall be designated an off-highway vehicle route. (Ord. 190 § 3-4-1, 1987)
12.12.050 Compliance with state regulations.
Anyone using a county road for off-highway operation is subject to all provisions of Chapter 6, Title 41, Utah Code Annotated, as amended, and Chapter 22, Title 41, Utah Code Annotated, as amended. (Ord. 190 § 3-4-2, 1987)

12.12.060 Fins and Things
   A. Fins and Things is restricted to one direction travel as shown on the map attached as Appendix A and as marked on the ground.
   B. Fins and Things is restricted to daytime hours only on the southern 2.5 miles of Fins and Things, that portion south of Sand Flats Road. As used in this Section 12.12.060(B), “daytime hours” shall mean one half hour after sunrise to one half hour prior to sunset.

12.12.070 Violation.
Violation of this Chapter 12 is an infraction.
Public Notice

Notice of Public Hearing

NOTICE IS HEREBY GIVEN that the Grand County Council will hold a Public Hearing at a Regular Meeting on Tuesday December 3, 2019, at 4:00 pm or later in the Council Chambers of the Grand County Courthouse, located at 125 East Center Street, Moab, Utah.

The purpose of this hearing is to solicit public input on a proposed ordinance “AN ORDINANCE DESIGNATING ONE-WAY TRAVEL AND LIMITED HOURS ON FINS AND THINGS”. A complete draft of the ordinance is available in the Grand County Clerk’s office, 125 East Center Street, Moab, Utah.

Published in the Times Independent, Moab, Utah, November 14 and 21, 2019.
<table>
<thead>
<tr>
<th><strong>AGENDA SUMMARY</strong></th>
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<tr>
<td><strong>GRAND COUNTY COUNCIL MEETING</strong></td>
</tr>
<tr>
<td>(DECEMBER 3, 2019)</td>
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</tbody>
</table>

**Agenda Item:**

<table>
<thead>
<tr>
<th><strong>TITLE:</strong></th>
<th>Public Hearing to hear public comment on proposed ordinance replacing reserved Title 11 of the Grand County Codified Ordinances with Title 11 – Noise</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FISCAL IMPACT:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>PRESENTER(S):</strong></td>
<td>Christina Sloan, Grand County Attorney</td>
</tr>
</tbody>
</table>

**Prepared By:**

Christina Sloan, County Attorney

**FOR OFFICE USE ONLY:**

**Attorney Review:**

Complete

**RECOMMENDATION:**

N/A, public hearing

**BACKGROUND:**

Given the number of complaints related to neighbor relations, construction, and tourist activity, we need a noise ordinance to enforce noise infractions. This draft has been reviewed and revised after comment by the Building Department, Community and Economic Development, the Sheriff’s Office, and the Road Department.

**ATTACHMENT(S):**

Proposed Ordinance
GRAND COUNTY, UTAH
ORDINANCE ______ (2019)

AN ORDINANCE REPLACING RESERVED TITLE 11 OF THE GRAND COUNTY CODIFIED ORDINANCES WITH TITLE 11 – NOISE

WHEREAS, Utah Code § 17-50-304 permits Grand County (the “County”) to make and enforce “all such local, police, building, and sanitary regulations as are not in conflict with general laws;”

WHEREAS, Grand County has a direct interest in regulating noise to balance residential, commercial, and tourism interests;

WHEREAS, Grand County has received an increased number of complaints regarding noise pollution in recent years;

WHEREAS, it is in the best interest of Grand County and its citizens if the County establishes regulations to govern noise pollution within the County; and

WHEREAS, the Grand County Council held a public hearing on this Ordinance to solicit input from local residents and visitors on December 3, 2019.

NOW, THEREFORE, BE IT ORDAINED by the County Council that it does hereby replace reserved Title 11 of the Grand County Codified Ordinances with Title 11 – Noise, as follows:

See Exhibit A.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in a public meeting on December 17, 2019 by the following vote:

Those voting aye: ______________________________________________________

Those voting nay: ______________________________________________________

Those absent: ______________________________________________________

Grand County Council

ATTEST:

__________________________________     ______________________________
Evan Clapper, Chair      Chris Baird, Clerk/Auditor
EXHIBIT A

Title 11

NOISE

Chapters:
11.01 Purpose; General
11.02 Definitions
11.03 Noise Levels
11.04 Specific Noise Prohibitions
11.05 Exemptions; Relief
11.06 Enforcement

Chapter 11.01

PURPOSE; GENERAL

11.01.010 Purpose
11.01.020 General Prohibition of Noise
11.01.030 Powers and Duties

11.01.010 Purpose.

These regulations establish minimum standards to:

A. Reduce the making and creation of excessive, unnecessary, or unusually loud noises in the unincorporated areas of Grand County; and

B. Prevent excessive, unnecessary, or unusually loud noises that are prolonged, unusual, or unreasonable in their time, place, or use, that affect and are a detriment to public health, comfort, convenience, safety, or welfare of the residents of and visitors to the unincorporated areas of Grand County; and

C. Secure and promote the public health, comfort, convenience, safety, welfare and the peace and quiet of the residents of and visitors to the unincorporated areas of Grand County.

11.01.020 General Prohibition of Noise.

It is unlawful for any person to produce, continue, or cause to be produced or continued, any Excessive or Loud Noise within the unincorporated areas of Grand County that violates this Title 11.
11.01.030 Powers and Duties.

The Sheriff and Planning and Zoning Administrator, or their official designees, shall be responsible for the administration of these rules and regulations and any other powers vested in them by law and shall make inspections of any premises and issue orders as necessary to effect the purposes of these regulations, and do any and all acts permitted by law that are necessary for the successful enforcement of these regulations.

Chapter 11.02

DEFINITIONS

11.02.010 Definitions.

A. “Commercial Zones” shall mean Neighborhood Commercial, General Business, Highway Commercial, Resort Commercial and Resort Special and associated permissible overlays established by the Grand County Land Use Code. Commercial Zones shall not include the Heavy or Light Industrial Zones.

B. “Device” means any mechanism that is intended to produce, or that actually produces noise when operated or handled.

C. “Emergency” means a situation or occurrence which may present an imminent threat to the health, safety or welfare of any person, place or property.

D. “Excessive Noise” means any Sound or Noise that measures eighty-five decibels or higher, as measured on a decibel or sound level meter of standard design and quality on the “A” weighting scale db[A], aka the “A” weighting network.

E. “Loud Noise” means any Sound or Noise that annoys or disturbs a reasonable person(s) with normal sensitivities or that injures or endangers the comfort, repose, health, hearing, peace or safety of another person(s), including but not limited to those Noises expressly prohibited in Chapter 11.04.

F. “Motor Vehicle” means a self-propelled vehicle intended primarily for use and operation on the highways, as defined in Utah Code § 41-1a-102.
G. “Muffler” means an apparatus consisting of a series of chambers or baffle plates designed to transmit gases while reducing sound, or as otherwise defined by Utah law.

H. “Noise” means any Sound that is unwanted and causes or tends to cause an adverse psychological or physiological effect on human beings.

I. “Off-Highway Vehicle” means every all-terrain type I vehicle, all-terrain type II vehicle, all-terrain type III vehicle, or motorcycle as defined in Utah Code § 41-22-2.

J. “Plainly Audible Noise” means any sound for which the information content of that noise is unambiguously transferred to the listener, including, but not limited to the understanding of spoken speech, comprehension of whether a voice is raised or normal, or comprehension of musical rhythms.

K. “Property Boundary” means an imaginary line at the ground surface, and its vertical extension that separates the real property owned by one person from that property owned by another person.

L. “Residential Zones” shall mean the Small Lot Residential, Large Lot Residential, Rural Residential and Multi-Family Residential Zones and associated permissible overlays established by the Grand County Land Use Code. As used herein, Residential Zone does not include the Range and Grazing Zone.

M. “Restricted Hours” are from 9 pm to 7 am (and 9 pm to 9 am on Sunday), except during the summer months, defined as May through September, when the Restricted Hours are from 10 pm to 6 am.

N. “Sound” means a temporal and spatial oscillation in pressure, or other physical quantity with interval forces that cause compression or rarefaction of the medium, and that propagates at finite speed to distant points.
O. “Vehicle” means all Motor Vehicles and Off-Highway Vehicles as defined by Utah Code, Title 41.

Chapter 11.03

NOISE LEVELS

Sections:
11.03.010 Noise Levels
11.03.020 Measurement

11.03.010 Noise Levels.
Except as provided in Chapter 11.05, no person shall make Noise which creates Excessive Noise at any time or Loud Noise during the Restricted Hours.

11.03.020 Measurement.
On public property, Noise shall be measured at a distance of fifty (50) feet from the source of the sound. On private property, Noise shall be measured at a distance of twenty-five (25) feet from the Property Boundary closest to the source of the Noise at issue.

Chapter 11.04

SPECIFIC NOISE PROHIBITIONS

11.04.010 Specific Noise Prohibitions. The following Noise is declared to be Loud Noise and expressly prohibited in Residential or Commercial Zones during the Restricted Hours; provided, however, that this Section shall not be construed to exclude other Noise violating this Title 11:
A. **Horns and Signaling Devices.** Sound any horn or signaling device on any Vehicle, except as a danger warning signal as provided by the Utah Vehicle Code;

B. **Radios, Receivers, Televisions, Stereos, Speakers, Musical Instruments and Similar Devices.** Use, operate or permit the use or operation of any radios, receivers, televisions, stereos, speakers, musical instruments, or similar devices for the production or reproduction of Sound;

C. **Public Loudspeakers.** Use or operate a loudspeaker or sound amplifying equipment in a fixed or moveable position or mounted upon any sound vehicle in or upon any street, alley, sidewalk, park, place or public or private property for the purposes of commercial advertising, giving instructions, directions, talks, addresses, lectures, or transmission of music to any persons or assemblages of persons;

E. **Animals.** Own, keep, possess or harbor any animal or animals that makes frequent or habitual Noise, which prohibition shall apply to all private and public facilities, including any animal facilities that hold or treat animals;

F. **Loading Operation.** Load, unload, open, or otherwise handle boxes, crates, containers, garbage containers, or other objects except as necessary for the collection of garbage, waste, refuse or recycleables by an operator approved by Grand County;

H. **Domestic Power Equipment.** Operate or permit the operation of any power equipment rated five horsepower or less, including, but not limited to, power saws, lawn mowers, garden equipment, or snow removal equipment for home or building repair or ground maintenance outdoors;

I. **Fireworks or Explosives.** Use, light, discharge or detonate explosives, fireworks, guns or other explosive devices; provided, however, that this provision shall not be construed to permit activities prohibited by other statutes, ordinances, or regulations governing such activity;

K. **Racing Events.** Operate, permit, or cause any Vehicle or other motor racing event;

L. **Powered Model Mechanical Devices.** Fly, operate, permit, or fire a model aircraft powered by internal combustion engines, whether tethered or remote-controlled, or a model rocket vehicle, drone or other similar noise-producing devices; or

Q. **Bells and Alarms.** Sound, operate, or permit the sounding or operation of an electronically amplified signal from any burglar alarm, bell, chime, or clock, including but not limited to, bells, chimes, or clocks in schools, houses of religious worship or governmental
buildings for longer than five (5) minutes in any hour except in the event of emergency or natural disaster.

Chapter 11.05

EXEMPTIONS

11.05.010 Exemptions.

The following Noise shall be exempt from Chapters 11.03 and 11.04:

A. Safety signals, warning devices and emergency pressure relief valves;

B. That resulting from any emergency or natural disaster, including Noise created by authorized private and public emergency and snow removal vehicles and private or public utilities when restoring service;

C. Lawful fireworks and noisemakers used for celebration of an official holiday;

D. Activities of a temporary nature during periods permitted by ordinance, policy, or permit by the County Council, Planning and Zoning Administrator, or Chair of the Special Events Committee or their official designees;

E. Agricultural operations where i) all reasonable efforts have been made to mitigate impact on surrounding properties; ii) any agricultural equipment is used according to the manufacturer’s specifications and is in good working order; and iii) such operations do not occur during the Restricted Hours;

F. Permitted sporting and recreational activities;

G. Motor vehicles that are in good working order, free from defects that affect sound reduction, equipped with a muffler or other noise dissipative device, not equipped with any cut-out, by-pass or similar device, and operated in accordance with local, state and federal law; and

H. Construction where i) all reasonable efforts have been made to mitigate impact on surrounding properties; ii) any construction equipment is used according to the manufacturer’s specifications and is in good working order; and iii) such construction does not occur during the Restricted Hours.
Chapter 11.06

ENFORCEMENT

Sections:

11.06.010 Violation
11.06.020 Enforcement

11.06.010 Violation.
Except where Utah Statute punishes a violation hereunder as an infraction, any person who is found guilty of violating any of this Title 11, either by failing to do those acts required herein or by doing a prohibited act, is guilty of a Class B misdemeanor punishable by a maximum sentence of up to six months in jail and a maximum fine of $1,000. Each day such violation is committed or permitted to continue shall constitute a separate violation.

11.06.020 Enforcement.
The County Attorney may initiate legal action, civil or criminal, to abate any condition that exists in violation of this Title 11. In addition to other penalties imposed by a court of competent jurisdiction, any person(s) found guilty of violating this Title 11 shall be liable for all expenses incurred by the County in removing or abating the Loud or Excessive Noise.
Public Notice

Notice of Public Hearing

NOTICE IS HEREBY GIVEN that the Grand County Council will hold a Public Hearing at a Regular Meeting on Tuesday December 3, 2019 at 4:00 pm or later in the Council Chambers of the Grand County Courthouse, located at 125 East Center Street, Moab, Utah.

The purpose of this hearing is to solicit public input on a proposed ordinance to amend the Grand County Ordinances to replace Title 11 with Title 11 – Noise “AN ORDINANCE REPLACING TITLE 11 OF THE GRAND COUNTY ORDINANCES WITH TITLE 11 – NOISE” establish regulations govern noise pollution within the County due to an increased number of complaints. A complete draft of the ordinance is available in the Grand County Clerk’s office, 125 East Center Street, Moab, Utah.

Published in the Times Independent, Moab, Utah, November 14 and 21, 2019.