



## GRAND COUNTY COMMISSION REGULAR MEETING

Held virtually on Zoom  
Moab, Utah

See below for instructions to give public comment via Zoom

Dial: (669) 900 - 6833 Meeting ID: 851 7082 0571 # Password (if needed): 214317 Unmute: \*6

Link: <https://us02web.zoom.us/j/85170820571?pwd=M24yQjRldElCeUxTUlFeXFoZHNQQT09>

WATCH ON YOUTUBE - search for: "GRAND COUNTY UTAH GOVERNMENT"

### AGENDA

Tuesday, March 15, 2022

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

4:05 p.m.

- Call to Order
- Nomination and Appointments of Commission Chair and Vice Chair for 2022 (Acting Chair Hadler)
- Citizens to Be Heard (and again at approximately 6:00 pm)  
We are receiving public comments by phone and online through Zoom.  
Dial: (669) 900 - 6833 Meeting ID: 851 7082 0571 # Password (if needed): 214317  
Link: <https://us02web.zoom.us/j/85170820571?pwd=M24yQjRldElCeUxTUlFeXFoZHNQQT09>  
Please note that when joining the meeting, you will be placed in a waiting room and will be added to the meeting by the moderator. Your comments will be recorded and on YouTube.  
(Unmute for public comment: \*6)
- Department Reports
- Agency Reports
- Approval of Minutes (Gabriel Woytek, Clerk/Auditor)
  - A. March 1, 2022 (Regular County Commission Meeting)
- Ratification of Payment of Bills
- Commission Member Disclosures
- General Commission Reports and Future Considerations
- Elected Official Reports
- Commission Administrator Report
- Presentations
- General Business- Action Items- Discussion and Consideration of:
  - B. Approving special event permit for Jeep Commando 2022 (Angie Book, Old Spanish Trail Arena Director)
  - C. Approving an on-call engineering services contract extension for two (2) years (Bill Jackson, Road Department Supervisor Chris Baird, Strategic Development Director)
  - D. Approving a Conditional Use Permit (CUP) for a Home Business and associated Farmstand located at 4051 Easy Street in Moab, Utah located on Parcel No. 02-011A-0002 (Elissa Martin, Associate Planner)
  - E. Approving volunteer appointment to the EMS Special Service District Board (Commission Liaison)
  - F. Approving volunteer appointment to the Canyonlands Health Care Special Service District Board (Commission Liaison)

- G. Approving Commission Office Manager retitle to Commission Coordinator (Mallory Nassau, Commission Administrator)
- H. Approving Notice of Vacancy and Intent to Appoint a Replacement for at large County Commissioner (Commission Chair)
- I. Approving Grand County face covering policy (Mallory Nassau, Commission Administrator)
- ❑ **Consent Agenda- Action Items**
  - J. Ratifying the Chair's signature on the Utah Rural County Grant Part B Contract
  - K. Ratifying the Chair's signature on an enterprise agreement renewal and introduction with Environmental Systems Research Institute Inc.
  - L. Ratifying the Chair's signature on a letter to Governor Cox requesting H.B. 146 veto
  - M. Approving local consent for the South Shell Station off-premise beer license
  - N. Ratifying the Chair's signature on a work order and agreement with Jones and DeMille Engineering for the Natural Resources Conservation Service Pack Creek EWP
  - O. Approving Commissioner appointment to the Old Spanish Trail Arena Advisory Board
  - P. Approving letter to the Seven County Infrastructure Coalition regarding the Book Cliffs Highway
- ❑ **Discussion Items**
  - Q. Discussion on the Utah State University, Moab, time capsule (Commissioner McGann)
  - R. Discussion on Bears Ears land exchange (Commissioner Walker)
  - S. Calendar items and special events (Quinn Hall, Associate Commission Administrator)
- ❑ **Public Hearings- Possible Action Items**
  - T. Public hearing to consider and solicit oral and written comment on an ordinance approving a rezone request for Small Lot Residential (SLR) Zoning to property located at 4400 Spanish Valley Drive on Parcel No. 02-0026-0040 (Elissa Martin, Associate Planner)
- ❑ **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 Commission meetings are encouraged to contact the County two (2) business days in advance of these events. Specific accommodations necessary to allow participation of disabled persons will be provided to the maximum extent possible. T.D.D. (Telecommunication Device for the Deaf) calls can be answered at: (435) 259-1346. Individuals with speech and/or hearing impairments may also call the Relay Utah by dialing 711. Spanish Relay Utah: 1 (888) 346-3162

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

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

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



**GRAND COUNTY  
COMMISSION REGULAR MEETING**

**Grand County Commission Chambers  
Held virtually on Zoom  
Moab, Utah**

**WATCH ON YOUTUBE - search for: "GRAND COUNTY UTAH GOVERNMENT"**

**MINUTES  
1 March, 2022**

The Grand County Commission met in a regular meeting on March 1<sup>st</sup>, 2022. The meeting was streamed/attended electronically. It was also broadcast and saved on YouTube. Attending the meeting were Grand County Commissioners Hadler, Hedin, McGann, Stock, Walker and Woytek. Also present were Grand County Commission Administrator Mallory Nassau and Clerk/Auditor Quinn Hall. Commissioner Evan Clapper was absent.

**2:00 pm Call to Order**

**Joint Workshop with Economic Development Department**

**Chair Woytek called the meeting to order at 2:00 pm. Commissioners present were Stock, Woytek, Hadler, McGann and Walker.**

August Granath discussed some of the potential grant opportunities for the upcoming marketing season. August explained some of the internal structural and management changes in the Economic Diversification department and shared some plans and goals for the upcoming year. August explained the grant application process and evaluation criteria. August discussed the goals of different grant programs and explained the benefits of the grant program. August touched on the potential to decrease the gap between wages and the cost of living for residents while addressing the need for a diverse economy. August discussed some advertising proposals, noting the potential need for any campaigns to comply with local ordinance. August discussed the future return on investment, and the focus on sustainability. August discussed the county matching requirement, and noted funds could potentially be drawn from the promotion side of Transient Room Tax (TRT).

**Chair Woytek called for a recess at 3:47 pm.**

**Chair Woytek reconvened the meeting at 4:02 pm.**

**Citizens to Be Heard (and again at approximately 6:00 pm)**

(none at this time)

**Presentations**

**A. Presentation and update from South Eastern Utah Health Department (SEUHD) on COVID-19 in Grand County (Brady Bradford, SEUHD Health Director) (4:00 p.m.)  
(postponed – move to Item "B")  
(Back to Item "A" at 4:30 pm)**

Brady Bradford offered an update on the ongoing COVID-19 Pandemic, noting Grand County, and Southern Utah in general, is experiencing a decrease in case numbers. Brady noted that recently hospitals have been reluctant to share information related to caseloads. Brady discussed some differences in the way transmission statuses have been communicated. Grand County is currently at “medium” transmission level, while Carbon and Emery Counties are at low. Brady offered some guidelines from the Centers for Disease Control (CDC) regarding vaccinations and mask-wearing. Brady noted there is some possibility for the county to shift to low. Brady discussed current vaccination rates and some of the driving factors in recent vaccinations.

#### **B. Presentation on airport solar power project (Bill Hawley) (4:15 p.m.)**

Bill Hawley discussed the potential for a solar power project at the airport. Bill noted the project has the potential to provide 100% of the solar power at the airport. Bill discussed the potential to reduce operating costs at the airport. Bill discussed some of the potential options for generating solar power. The solar gathering area would cover ~.4 acres and have a life span of ~25-30 years. Bill discussed some of the fixed charges associated with being connected to the power grid. Bill explained some of the financing and/or purchasing methods; purchase agreements, prepaid power purchases, sponsorships, etc.

#### **Department Reports**

#### **C. Report on Land Use Code updates on prioritization process (Elissa Martin, Planning & Zoning) (4:30 p.m.)**

Elissa discussed the land use code updates. Planning and zoning is requesting the Commission offer some guidance on potential prioritizations. Elissa discussed some potential updates; affordable housing, Accessory Dwelling Units (ADU's), and an overlay district for long term campgrounds. Elissa further explained some affordable housing alternatives. John discussed potential impact fees and methods and potential analysis of impact fees. John noted the importance of having a good strategy going forward. Kevin suggested updating and potentially prioritizing the easiest and quickest updates first. Kevin suggested adding workforce housing to the list. Christina suggested prioritizing potential water use studies. Mary suggested prioritizing workforce and affordable housing. Kevin suggested making some items part of the general plan revision. Mary suggested implementing affordable housing requirements as a top priority. Emily noted that many of the projects are intertwined and the commission could weigh in on higher level priorities vs. specific projects or ideas. Bob O'Brian discussed potential ideas for ADU's. Kevin suggested that a unifying theory is the need for more adequate workforce housing.

#### **Approval of Minutes (Quinn Hall, Clerk/Auditor)**

#### **D. February 15, 2022 (Regular County Commission Meeting)**

**Motion by** Trish Hedin to approve the minutes from 15 February, 2022.

**Motion Seconded by** Jacques Hadler

#### **Discussion**

Kevin noted there is a correction – delete “substitute amendment” for “amendment.”

**Substitute motion by** Trish Hedin to approve the minutes from 15 February, 2022 with the changes discussed.

**Substitute motion seconded by Kevin Walker Motion**

**Motion Passes 6-0**

**Ratification of Payment of Bills**

**Motion by** Kevin Walker to approve and ratify payment of bills in the amount of \$1,145,376.45 and payroll in the amount of \$299,557.73 for a combined total of \$1,444,934.18

**Motion Seconded by** Jacques Hadler

**Discussion** (none at this time)

**Motion passes 6-0**

**Commission Member Disclosures** (None at this time)

**General Commission Reports and Future Considerations**

Jacques Hadler

- Museum of Moab meeting
- Water discussion with Marc Stilson
- Solar project at airport
- Chamber of Commerce retreat
- Met with Josh Hansen (Utah Raptor State Park)

Trish Hedin

- Meetings about the Book Cliffs Highway
- Recreation Special Service District (SSD) meeting
- Meeting with Marc Stilson
- Planning Commission Meeting

Sarah Stock

- Meetings with other commissioners already mentioned
- Meeting with Canyon Country Restoration Group
- Meeting with BLM
- Responses to Public Lands Survey
- Thompson Springs Water meeting

Mary McGann

- Meetings already discussed

Kevin Walker

- Legislative committee meetings
- Meeting with BLM staff

Gabriel Woytek

- Met informally with Chamber of Commerce
- Steering committee meeting for Thursday P&Z open house
- Southeastern Utah Association of Local Governments meeting
- Gateway community enhancement act information
- Met with Cody Stewart

## **Elected Official Reports**

Christina noted we have a new Children's Justice Court director – Brooke DeGraw.

## **Commission Administrator Report**

Mallory noted some discussions for addressing the homeless problem.

## **General Business- Action Items- Discussion and Consideration of:**

- E. Approving a letter of support for a preliminary agreement between the Thompson Springs Special Service District and Uranium Mill Tailings Remedial Action (UMTRA) for a feasibility study regarding the Green River Pipeline concept (John Ripley Corkery, Chair of TSSD and Commissioner Hadler)**

### **Presentation**

Jacques discussed the letter, noting this is a first step to potentially extend the pipeline to Thompson Springs for future water needs. Kevin noted some concerns regarding any potential rapid growth in Thompson Springs. Kevin suggested some edits. Gabriel agreed, and suggested potentially editing the letter. Trish noted Thompson Springs needs the water regardless of whether it grows exponentially. Mary suggested removing some language.

**Motion by** Mary McGann to approve the letter of support for a preliminary agreement between the Thompson Springs Special Service District and Uranium Mill Tailings Remedial Action (UMTRA) for a feasibility study regarding the Green River Pipeline concept, with the edits discussed.

**Motion Seconded by** Kevin Walker

### **Discussion**

**Motion to amend** by Kevin Walker to include language that discussed the importance of the continued viability of Thompson in regard to current drought conditions.

**Motion to amend** seconded by Trish Hedin

**Motion to amend** passes 6-0

**Motion passes** 6-0

### **Citizens to Be Heard (6:06)**

Larry Ellerton offered some updates from Congressman Curtis' office.

- F. Approving volunteer appointment to the Canyonlands Health Care Special Service District Board (Chair Woytek)**

### **Presentation**

Gabriel Woytek discussed the appointment.

**Motion by** Mary McGann to approve the appointment of Joette Langianese to serve on the Canyonlands Health Care Special Service District Board with the term expiring 12/31/2025.

**Motion Seconded by** Jacques Hadler

**Discussion** (none at this time)

**Motion passes 6-0**

**G. State Legislative Updates (Christina Sloan, County Attorney)**

**Presentation**

Christina discussed upcoming house and senate bills. Christina discussed the proposed amendments to HB 146, that would limit the ability of local government to regulate local businesses with regard to ATV's. Christina discussed some other house bills worthy of support and some that Grand County could potentially oppose.

**Motion by** Kevin Walker to support House Bills 462 and 474 and oppose HB 303, and authorize the Chair to sign any necessary letters of opposition or support to Utah legislators deemed necessary by the County Legislative Committee or County Attorney Federal Bill SB3551 and authorize the chair to do stuff

**Motion Seconded by** Jacques Hadler

**Discussion**

Kevin offered thanks to Christina for all her work on tracking the legislative session.

**Motion passes 6-0**

**H. Approving bid award for mobile stage and associated purchase agreement (Mallory Nassau, Commission Administrator)**

**Presentation**

Mallory discussed the stage, and the potential purchase. Mallory noted we only received one bid for the stage. Mallory noted it likely wouldn't be delivered until late fall of 2022. Trish asked about potential storage for the stage long term.

**Motion by** Jacques Hadler to award the bid for a mobile stage to Stageline Mobile Stage Inc., for a price not to exceed \$161,590, and approve a contract for such contingent upon approval of the purchasing agent and County Attorney.

**Motion Seconded by** Mary McGann

**Discussion** (none at this time)

**Motion passes 6-0**

**I. Approving Clerk/Auditor mid-term vacancy appointment (Quinn Hall, Clerk/Auditor)**

**Presentation**

Jacques discussed the two applicants for appointment for the position of interim Clerk/Auditor. Kevin thanked the candidates and expressed gratitude for the candidates and their willingness to serve in local government. Kevin noted the importance of having continuity in the role.

**Motion by** Kevin Walker to appoint Gabriel Woytek to fill the mid-term vacancy of the Grand County Clerk/Auditor, and swear them into office as interim Clerk/Auditor on March 4<sup>th</sup> 2021.

**Motion Seconded by** Trish Hedin

**Discussion**

Trish noted the importance of having an interim clerk/auditor that can start immediately. Mary noted she worked with Rachel and thanked her for her professionalism and willingness to serve. Mary gave thanks to Gabriel for all his work on the commission over the years. Kevin noted Gabriel is easy to work with and likely qualified to fill the position.

**Motion passes 4-1-1 Stock opposed, Woytek abstains**

**Consent Agenda- Action Items**

- J. Approving a tribal consultation letter to the Ute Indian Tribe of the Uintah and Ouray Reservation regarding a HUD environmental review for Housing Authority of Southeastern Utah project funding**
- K. Approving a tribal consultation letter to the Navajo Nation, Arizona, New Mexico, and Utah regarding a HUD environmental review for Housing Authority of Southeastern Utah project funding**
- L. Approving a “No Historic Properties Affected” finding letter to the State Historical Preservation Office regarding a HUD environmental review for Housing Authority of Southeastern Utah project funding**

**Motion by** Jacques Hadler to adopt the consent agenda as presented

**Motion Seconded by** Kevin Walker

**Discussion** (none at this time)

**Motion passes 6-0**

**M. Calendar items and special events (Mallory Nassau, Commission Administrator)**

Mallory discussed the public engagement workshop this Thursday. Pizza will be served. Team Rubicon will be March 10<sup>th</sup>-18<sup>th</sup>. Mallory discussed the potential of having joint 3<sup>rd</sup> Tuesday meetings, and potentially one specifically the 29<sup>th</sup> of March. Mallory discussed the open house Thursday night.

**Public Hearings- Possible Action Items**

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

**Adjourn**

**Chair Woytek adjourned the meeting at 6:43**

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**MARCH 15, 2022**  
 Agenda Item: B

<b>TITLE:</b>	Approval of Special Event Permit for Jeepster Commando at The Old Spanish Trail Arena
<b>FISCAL IMPACT:</b>	
<b>PRESENTER(S):</b>	Angie Book The Old Spanish Trail Arena Director

**Prepared By:**  
  
 Angie Book  
 OSTA Director  
 (435) 259-1311  
 abook@grandcountyutah.net

**FOR OFFICE USE ONLY:**  
**Attorney Review:**

**SUGGESTED MOTION:**

I move to approve the 2022 Jeepster Commando Special Event Permit under the currently approved special event Ordinance.

**BACKGROUND:**

This event will be Jeep Commando 50<sup>th</sup> and the Jeepster 55th Anniversary that will be held in Moab at The Old Spanish Trail Arena. This historic event will feature organized trail runs with different classes of stock, modified and performance Commandos and Jeepsters. There will be a car show, swap meet, and other social events where enthusiasts, sponsors and media can interact and talk vintage Jeep.

The Special Event Committee has reviewed the application and all necessary agency/department reviews have been completed.

**ATTACHMENT(S):**

- Special Event permit
- Event Schedule
- Trail Schedule
- Signed Indemnification
- Supplemental Documents available upon request



## Tentative Event Schedule (Subject to Change) April 17-23, 2022

### **Sunday, April 17, 2022**

12:00 p.m. – 7:00 p.m.: Registration/Check-In at the Old Spanish Trail Arena

### **Monday, April 18, 2022**

7:00 a.m. – 7:00 p.m.: Registration/Check-In at the Old Spanish Trail Arena

8:00 a.m.: Trail run staging

9:00 a.m.: Trail run departure

### **Tuesday, April 19, 2022**

#### ***Photo shoot and Poker Run Day***

7:00 a.m.: Photo shoot staging

8:30 a.m.: Photo shoot

9:00 a.m.: Trail run staging

9:30 a.m.: Trail/Poker run departure

### **Wednesday, April 20, 2022**

#### ***Pancake Breakfast, Vendor Show, Car Show***

6:30 a.m. – 7:30 a.m.: Pancake Breakfast at the Old Spanish Fork Arena

8:00 a.m.: Trail run staging

9:00 a.m.: Trail run departure

8:00 a.m. – 1:00 p.m.: Vendor Set Up

1:00 p.m. – 8:00 p.m.: Vendor show, and swap meet

1:00 p.m. – 5:00 p.m.: Car show staging

5:00 p.m. – 8:00 p.m.: Car show judging



## Tentative Event Schedule (Subject to Change) April 17-23, 2022

### **Thursday, April 21, 2022**

#### *Dinner, Awards and Raffle*

8:00 a.m.:	Trail run staging
9:00 a.m.:	Trail run departure
5:30 p.m. – 8:30 p.m.:	Dinner, awards and raffles

### **Friday, April 22, 2022**

#### *Pizza/Ice Cream Social*

8:00 a.m.:	Trail run staging
9:00 a.m.:	Trail run departure
6:00 p.m. – 8:00 p.m.	Pizza/Ice Cream Social

### **Saturday, April 23, 2022**

8:00 a.m.:	Trail run staging
9:00 a.m.:	Trail run departure



## Online Form Submittal: OSTA Special Event Permit Application 2021

noreply@civicplus.com <noreply@civicplus.com>  
To: abook@grandcountyutah.net

Mon, Jan 31, 2022 at 8:22 AM

### OSTA Special Event Permit Application 2021

#### SPECIAL EVENT APPLICATION FOR OSTA EVENTS

##### APPLICANT INFORMATION

GRAND COUNTY, UTAH </DocumentCenter/View/12787/Ord-643-Special-Events-with-Exh-A>  
ORDINANCE 643 Special  
Events with EXH A

I have read and understand the Grand County, Utah Ordinance 643 Special Events EXH A Yes

I understand that All Grand County Permittee and Special Events shall comply with any County's Public Health Order and the Grand County Special Events Ordinance (Chapter 8.16 of the General County Ordinances) in effect at the time of the Special Event. Yes

COVID - PLEDGE </DocumentCenter/View/12786/Compliance-Pledge-FORM-rev-081921>

Fill out the COVID Pledge and upload to other documents at the bottom of the application.

I have read and understand the Covid Pledge. Yes

Statement of Authority </DocumentCenter/View/12788/STATEMENT-OF-AUTHORITY>

A COVID-19 plan will require the prohibition of spectators while in high or moderate risk.

COVID-19 EVENT PLANNING TEMPLATE [/DocumentCenter/View/11365/COVID\\_19\\_Event\\_Planning\\_Template\\_Fillable\\_Form](/DocumentCenter/View/11365/COVID_19_Event_Planning_Template_Fillable_Form)

Fill out the COVID 19 Template in detail. Upload to other documents at the bottom of the application.

*A detailed summary will need to be submitted on how you intend to enforce the mask mandate during your event. Please include this with your COVID Template.*

OSTA Security / Compliance Officer Yes

Today's Date 1/31/2022

First Name Keith

Last Name Mette

Application Type New Application

Applying 180 business days prior to the first day of the event? no

Applicant Name: Keith Mette

Business or Organization: *Field not completed.*

Mailing Address: [237 Juniper Street](#)

City Elko

State NV

Zip 89801

Email Address: [keith.mette@safetyfirstelko.com](mailto:keith.mette@safetyfirstelko.com)

Phone: *Field not completed.*

Cell: 775-340-0934

Event Web Address: [jc50moab.rocks](http://jc50moab.rocks)

Contact on-Call During the Event: Keith Mette

Contact's Cell Phone: 775-340-0934

Contact's Email: [keith.mette@safetyfirstelko.com](mailto:keith.mette@safetyfirstelko.com)

Alternative on-Call: Tami Mette

Alternative on-Call Cell Phone: 775-934-7432

Alternative on-Call Email: [tamarag727@gmail.com](mailto:tamarag727@gmail.com)

## EVENT DETAILS

Event Name: Jeep Commando 50th/Jeepster Commando 55th Anniversary

Specific Description of Event: A gathering of Commando enthusiasts to celebrate the 50th anniversary of the bullnose.

Preparation Begins 4/17/2022 8:00 AM

Event Start Date & Time 4/17/2022 12:00 PM

Event End Date & Time 4/23/2022 9:00 AM

Clean-up Completed 4/23/2022 12:00 PM

Please indicate which locations your event will be renting on OSTA grounds (Main Arena, Pavilion, Ballfields, Outdoor Arena, Parking lots, etc.)

Main arena, Parking lots

Security /Cleaning Deposits

Required at least 8 weeks prior to event. Deposit will be determined pending type of event, size, entertainment, and if alcohol will be served.

Concession *Field not completed.*

Managers/Food Handlers Permit *Field not completed.*

Concessionaires Insurance *Field not completed.*

Property Owner Affidavit <https://www.grandcountyutah.net/DocumentCenter/View/10950/Property-Owner-Affidavit>

Event Location & Property Description: *Field not completed.*

Trails or Surrounding Land Use: We will be using multiple trails during the event. BLM permits will be required and obtained prior to the event.

Weather/Cancellation Policy: N/A

Ticket Sales: *Field not completed.*

“Daily Total Attendance” shall mean and include all registrants, participants, spectators (including family of the registrants/participants), staff, hired entities or contractors, and volunteers.

Number of Event Staff & Volunteers 15

Maximum Number of Participants 150

Number of Spectators 0

Number of Event Staff & Volunteers 15

Maximum Number of Participants 150

Number of Spectators 0



Daily total of attendance of Participants 0

Day Total of Spectators 0

CHECK YES OR NO FOR EACH

- 1. Event date verified with OSTA? Yes ✓
- 2. Will you be serving alcohol? No
- 3. Public street/road or parking lot closure? No
- 4. Merchandise Sales/Vendors Requiring Sales Tax Collection? No
- 5. Onsite Food Service Vendors Requiring Sales Tax Collection? Yes
- 6. Security or Escort required? No
- 7. Race, Parade or Pedestrian/Bicycle event? No
- 8. Emergency Management Services required? No
- 9. Additional needs-portable toilets, waste collection, & recycling? No
- 10. Stages, platforms, scaffolding, bleachers grandstands, canopies, tents, booths, vehicles and trailers? Yes
- 11. Approval/permits from other entities? (see section 10 below for more details) No
- 12. Is Grand County listed as an Additional Insured on Certificate of Insurance? Yes
- 13. Is power required? Yes
- 14. Is water required? Yes
- 15. Furniture Rental (Tables, Chairs, Sound System, Timing Equipment, etc) Yes

16. Will you require compacting of arena dirt (floor)	Yes
17. Hiring of OSTA Staff for cleaning during/after event	No
18. Any Special Deliveries	No
19. Will you have live entertainment (bands, DJ's, shows, animal events, etc)	No
20. Will your event require any Tractor time, or implement use	No
21. Will your event require use of stalls/pens for overnight use.	No
22. Will you event offer overnight camping options.	No
23. If renting Ballfields - Will you require lighting	No
24. Will you require any rail/pen removal	No

*If you answered yes to any of the above questions, please supply more information below as pertinent to each question. OSTA highly suggest site visits and in person meetings prior to any large event.*

*Field not completed.*

### 1. DATE VERIFICATION WITH THE OLD SPANISH TRAIL ARENA

*We ask that all events verify their event dates for site availability and event conflict. Contact OSTA to discuss availability. Contact numbers are (435) 259-1311 or (435) 259-6226 you may also email Angela Book Director of OSTA at [abook@grandcountyutah.net](mailto:abook@grandcountyutah.net) \*DATES ARE NOT CONSIDERED VERIFIED UNTIL OSTA HAS DATES POSTED ON EVENT CALENDAR\* Verification of dates is not a guarantee of approval for event. The SEC will review all applications and issue permit numbers.*

### 2. TRAFFIC PLAN - STREET/ROAD OR PARKING LOT CLOSURE: DETAILED MAP & OUTLINE REQUIRED

*All events that require street closures have street activities or require public parking to be blocked off must provide the following information and a Traffic Control Plan and uploaded with the site plan. All of the following must be on the site/sketch plan. All street closures proposed. Races indicate the start/end locations. Entrances and Exits. Parking and overflow parking needs to have the number of estimated vehicles. Applicants may work directly with Grand County to provide these services.*

Please contact the Sheriff's Office and the Road Department for a cost estimate for providing this service.

Sheriff's Office (435) 259-8115 [swhite@grandcountysheriff.org](mailto:swhite@grandcountysheriff.org)

Road Department (435) 259-5308 [bjackson@grandcountyutah.net](mailto:bjackson@grandcountyutah.net)

Specify street/road(s) indicated on the Event Site Plan Sketch & Traffic Control Plan attached to this application. Streets or parking lots may only be barricaded for the date and hours specified below. Due to extraordinary demands placed on public roads by special events, Grand County reserves the right to require an engineered traffic plan for events expecting more than 250 participants.

Street(s)/Road/Hwy to be closed: Attach Detailed Map. None

Date of Street or Parking Lot Closure: Field not completed.

Time(s) of Street or Parking Log Closure: Field not completed.

Name of Traffic Control Coordinator: Field not completed.

Phone: Field not completed.

### 3. ESCORT OR SECURITY:

Grand County Sheriff's Office reserves the right to specify the need for escorts and/or the number of security personnel required at an event. The Sheriff's Office will review all Special Event Permit applications for required escort and/or security arrangements. The safety of the community and attendees are a primary concern at all times.

By signing this Special Event Permit application I certify I have read, understand and agree to the conditions as set forth by the Sheriff's Office and any other conditions deemed appropriate.

Applicants may make their own arrangements for escorts/security or may work directly with the Sheriff's Office to provide these services. Please contact the Sheriff's Office for a cost estimate for providing this service.

Sheriff's Fees;

Special Events shall be subject to any applicable Sheriff fees established by the G.C. Consolidated Fee Schedule.

Sheriff's Office (435) 259-8115 [swhite@grandcountysheriff.org](mailto:swhite@grandcountysheriff.org)

The applicant will provide security or escort for the Special Event through the company listed below.

Name of Escort/Security Field not completed.

Company:

Contact Person Name: *Field not completed.*

Security Contact Phone: *Field not completed.*

Email: *Field not completed.*

#### 4. EMERGENCY MEDICAL SERVICES:

*Grand County EMS reserves the right to specify need for and number of Emergency Medical Staff required at an event. The EMS Department will review all Special Event Permit applications for required medical services. The safety of the community and attendees are primary concern at all times. Indicate which arrangement is planned for this event.*

EMS Guidelines <https://www.grandcountyutah.net/DocumentCenter/View/7445/EMS-Guidelines>

EMS Department (435) 259-1301

Indicate One *Field not completed.*

Agreement (Yes or No) *Field not completed.*

Name of Staff/Volunteer *Field not completed.*

Contact Phone *Field not completed.*

Contact Email *Field not completed.*

Name of Staff/Volunteer *Field not completed.*

Contact Phone *Field not completed.*

Contact Email *Field not completed.*

Name of Staff/Volunteer *Field not completed.*

Contact Phone *Field not completed.*

Contact Email *Field not completed.*

If you have additional Staff/Volunteers upload the information here. *Field not completed.*

CPR Certifications can be uploaded here or as described below. *Field not completed.*

*The applicant will provide Emergency Medical Services for the Special Event. Fill out the following.*

Name of Medical Provider: *Field not completed.*

Contact Person Name: *Field not completed.*

Contact Phone: *Field not completed.*

Email: *Field not completed.*

Name of Staff Member *Field not completed.*

Contact Phone Number *Field not completed.*

Contact Email *Field not completed.*

Name of Staff Memeber *Field not completed.*

Contact Phone Number *Field not completed.*

Contact Email *Field not completed.*

Name of Staff Member *Field not completed.*

Contact Phone Number *Field not completed.*

Contact Email *Field not completed.*

GPS coordinates for Helicopter Landing Zone (remote event): *Field not completed.*

GPS coordinates for first aid locations and important intersections: *Field not completed.*

Livestock Events:  
*A veterinarian may be required to be on site at all times during your event.*

Name of Veterinarian Clinic *Field not completed.*

First Name Keith

Last Name Mette

Street Number *Field not completed.*

Street Name *Field not completed.*

Street Type *Field not completed.*

City *Field not completed.*

State *Field not completed.*

Zip *Field not completed.*

Office Number *Field not completed.*

Cell Number *Field not completed.*

Emergency Number *Field not completed.*

Attach Communications Plan for event emergencies. Be sure site map includes EMS locations.

*Names and certifications of all medical providers shall be attached with the application. See EMS Special Event Guidelines.*

**5. STAGES, PLATFORMS, SCAFFOLDING, BLEACHERS, GRANDSTANDS, CANOPIES, TENTS, BOOTHS, VEHICLES, AND TRAILERS:**

*May require inspection by the Building Department and/or Fire Department.*

**PLEASE NOTE ALL SECURING OF STRUCTURES NEED TO BE APPROVED THROUGH OSTA (CERTAIN LOCATIONS DO NOT ALLOW STAKING AND WATER BARRELS WILL BE REQUIRED)**

OSTA DOES NOT ALLOW VEHICLES ON THE CONCRETE FLOOR OF THE PAVILION! SPECIAL INSTRUCTIONS NEED TO BE GIVEN FOR VEHICLES ON THE GRASS.

NO OBJECTS THAT TAKE FLIGHT ARE ALLOWED ON OSTA PROPERTY WITHOUT PROPER AUTHORIZATION.

NO BOUNCE HOUSES ARE ALLOWED AT OSTA.

Describe any semi-permanent, mobile or moveable buildings, structure or vehicles to be used including stages, carts, stands, fences and barriers and attach illustrations and indicate location of these items on the Site/Sketch Plan.

*Field not completed.*

*Please contact the Building Dept. and Fire Department for information regarding permitting and inspections.*

Building Department (435) 259-1344 [bhulse@grandcountyutah.net](mailto:bhulse@grandcountyutah.net)

Fire Department (435) 259-5557 [bmcguffeemoabfire@gmail.com](mailto:bmcguffeemoabfire@gmail.com)

**6. ALCOHOL PERMIT:**

*Complete the state & county approval process 60 days prior to the first day of the event's proposed date to start. Please contact the County Clerk's Office for temporary alcohol permit information (435) 259-1321. Local consent is granted by Grand County Commission and must be approved and processed prior to obtaining a required Special Event Permit from the Utah Department of Alcohol Beverage Control (DABC) [www.abc.utah.gov](http://www.abc.utah.gov) (801) 977-6800*

Approval letter from the Grand County Commission and the DABC.  
*Download approval letters at the bottom of the application in Other Related Documents.*

CHECK THE COUNTY COMMISSION MEETING DATES - THEY MEET TWICE A MONTH, YOU WILL NEED TO GET ON THE AGENDA FOR APPROVAL. THIS WILL START THE 60 DAY PROCESS.

Beer Garden

*Include location on the site/sketch plan.*

## 7. BUSINESS LICENSE & SALES TAX COLLECTION

*Temporary Business License is obtained at the County Clerk's Office (435) 259-1321.*

Attach Business License      *Field not completed.*

Utah State Temporary Sales Tax Application      <https://www.grandcountyutah.net/DocumentCenter/View/11347/Single-Vendor-Application-1>

Special Event Sales Tax License      <https://tax.utah.gov/sales/specialevents#temporary>

Attach Utah Sales Tax License      *Field not completed.*

• <http://bit.ly/TempBizForm> - Required for all non-resident applicants; otherwise attach the local Moab or County annual business license.

• <http://bit.ly/TempUTStateTax> - Required for all out-of-state applicants; otherwise attach the annual Utah State Tax License or 501 (c) 3 document.

*Utah State Tax Licensing is obtained by contacting the Special Events Unit in the Salt Lake City Office at 801.297.6303 or 1.800.662.4335, ext. 6303. Email: [specialevent@utah.gov](mailto:specialevent@utah.gov) or website: <http://tax.utah.gov/sales/specialevents>*

501(c)3

*Attach a copy of your 501 (c) 3*

Attach 501 (c) 3 document      *Field not completed.*

## RAFFLES AND GAMBLING ARE ILLEGAL IN THE STATE OF UTAH

### A. Merchandise Vendors:

*It is the responsibility of the event organizer to provide all vendors with the information they need to collect and remit sales tax on the sale of food, drinks, souvenirs, services and any other taxable item or activity at the special event. It is the responsibility of the event organizer to pay tax on the retail sales of admissions according to the location of the activity or event regardless of the ticket purchase location. Temporary licenses are issued to each individual participant of a special event or the promoter of a special event may receive a number of temporary licenses for the vendors participating in his/her show. Each Special Event Licensee is responsible for ensuring compliance with Utah State Tax Commission requirements*

Vendors

*Vendors name and location on the site/sketch plan.*

Number of Merchandise      0

Vendors:

1. Name of Company/Vendor, *Field not completed.*  
Contact Name

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

2. Name of Company/Vendor, *Field not completed.*  
Contact Name

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

3. Name of Company/Vendor, *Field not completed.*  
Contact Name

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

4. Name of Company/Vendor, *Field not completed.*  
Contact Name

Sales Tax number *Field not completed.*

Phone *Field not completed.*

If you have more than four vendors please attach additional information. *Field not completed.*

**B. Food Vendors:**

*Food Service Vendors require a Food Service Permit, <http://grandcountyutah.net/DocumentCenter/View/3725>, please complete and submit to Southeast Utah Health Department. See Temporary Food Service Permit for instructions. Food service already authorized by city, county and/or SEUHD to conduct in Moab and Grand County are exempt.*

**Food Vendor**

*Food Vendor name and location on the site/sketch plan.*

Additional Insurance requirements for using OSTA concession *Field not completed.*

Attach Insurance *Field not completed.*

Number of Food Vendors\*: *Field not completed.*

Temporary Food Service Permit Application <https://www.grandcountyutah.net/DocumentCenter/View/7446/Temporary-Food-Service-Permit-Application>

1. Name of Company/Vendor, *Field not completed.*  
Contact Name

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

2. Name of Company/Vendor, *Field not completed.*  
Contact Name

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

3. Name of Company/Vendor, *Field not completed.*  
Contact Name

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

4. Name of Company/Vendor, *Field not completed.*  
Contact Name

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

If you have more than four *Field not completed.*  
vendors please attach  
additional information.

8. JEEP, UTV, RACE, PARADE, OR PEDESTRIAN / BICYCLE EVENT:  
*If this is a Jeep or 4X4 Event, NO UTV or ATV's are permitted. All UTV and ATV  
Events must be approved by the Grand County Commission.*

Number & Type of Motor *Field not completed.*  
Vehicles to be used (if any):

Number of Walkers/Foot *Field not completed.*  
Racers:

Number of Bicyclists *Field not completed.*

Description of staging/pre- *Field not completed.*  
event gathering and finish  
areas and event route:

9. ADDITIONAL NEEDS-PORTABLE TOILETS, GARBAGE COLLECTION, &  
RECYCLING:

*The following requirements must be met.*

Sanitation - Garbage - Recycling

*Name and location of all restrooms, garbage cans, and recycling locations.  
Site/sketch plan.*

Sanitation Service commitments, including the following minimum requirements:  
daily, compost, recycling and garbage pick-up, daily restroom hauling and cleaning,  
handwash replenishing, and waste diversion plan.

Bathroom Facilities

*Daily restroom hauling and cleaning. Specify their locations on your Site Plan*

*Sketch.*

Sanitation Service Providers Name *Field not completed.*

Phone *Field not completed.*

Email *Field not completed.*

Attach Sanitation Contract if applicable. *Field not completed.*

**Garbage:**

*Daily garbage pick-up.*

Please describe your detailed clean up plan during and after the event: Dumpsters onsite at OSTA ✓

Attach Garbage Contract *Field not completed.*

**Recycling:**

*Required and is the responsibility of the permit holder. This must be a detailed description of how recyclables will be sorted and where it will be recycled.*

Please describe in detail your recycling plan: None

Attach Recycling Contract if applicable. *Field not completed.*

If not recycling, a fee will be added to meet Sustainability requirements to dispose of trash as Grand County sees fit.

**10. APPROVAL/PERMITS FROM OTHER ENTITIES (PLEASE CHECK ALL THAT APPLY):**

*Grand County's Special Event Permit does not exclude you from having to permit with other entities neither can Grand County issue permits or approve activities on behalf of other jurisdictions. It is the responsibility of the organization or event planner to secure any and all necessary approvals from other entities.*

Permits from other entities, if applicable. Please check all that apply: *Field not completed.*

Permit from other entity *Field not completed.*

Permit from other entity *Field not completed.*

Permit from other entity *Field not completed.*

Permit from other entity *Field not completed.*

**11. Proof of Insurance**

A copy of your Certificate of Insurance naming Grand County as an Additional Insured in an amount not less than \$1 million per occurrence and \$1 million

aggregate unless a letter amount is approved in writing by the Commission, Administrator or County Attorney.

Grand County 125 East Center Street Moab Utah 84532

Upload copy of Certificate of Insurance *Field not completed.*

Indemnification & Liability Agreement Affidavit <https://www.grandcountyutah.net/DocumentCenter/View/7449/Indemnification--Liability-Agreement-Affidavit>

Indemnification and Liability Agreement *Field not completed.*

REFER TO EXHIBIT A - 8.16.090 in the Grand County Ordinance 643 (2021)  
A list/description of Special Events requirements

The list below is for you to check off the documents as you have uploaded them.

#### CHECKLIST OF REQUIRED ATTACHMENTS / TASKS:

REQUIRED ATTACHMENTS / TASKS: The following supporting materials are required:

Conformation from OSTA verifying date. A signed OSTA agreement will be required., Administration fee paid with signed OSTA Rental Agreement, Certificate of liability insurance: current policy names Grand County additionally insured , Site Plan (include First Aid Station), Course Map (if leaving OSTA), Signed Indemnification Agreement , Signed Pledge, Signed Statement of Authority, Notorized property owner(s) signature(s), see attached form (if applicable), Food Service Permit (If applicable), Sanitation service commitments, Recycling/Garbage Plan, Business License or Temporary Business License , Utah State Tax License or copy of 501(c)3, Utah State SE Sales Tax License, Information about fees generated by event - admission charges, booth fees, rental charges, A description of the number and types of vendors planned for the event, Traffic control plan, include fire evacuation routes and suppression, as it pertains to event, Alcohol permit, Dept. of Alcoholic Beverage Control (DABC) and local, (If applicable), Security Plan (If required), Medical Services Plan (Provide specifics outlined in 2018 EMS Event Guidelines), Security List with contact phone numbers, Cleaning Schedule with contact phone numbers, Schedule of daily events, Shuttle Plan, COVID 19 TEMPLATE with written procedure on mask mandate (enforcement), Permits from other entities (If applicable) \_\_\_ City of Moab \_\_\_ UDOT \_\_\_ BLM \_\_\_ Forest Service \_\_\_ Arches National Park \_\_\_ DABC \_\_\_ SITLA \_\_\_ Canyonlands National Park \_\_\_ Dead Horse Point State Park, Film Permits

Site Plan and/or Detailed Course Map *Field not completed.*

OSTA Site Map	<a href="#">/DocumentCenter/View/11370/OSTA-Site-Plan</a>
Site Plan and/or Detailed Course Map	<i>Field not completed.</i>
Other Related Documents	<i>Field not completed.</i>
2021 Fee Schedule	<a href="#">/DocumentCenter/View/12007/OSTA-Fee-Schedule</a>

**GROUND FOR DENIAL**

*8.16.130 Grounds for Denial The Committee, or the County Commission upon referral, may deny an application for a Special Events Permittee for any of the following reasons: 1. Applicant submits incorrect, incomplete, or false information; 2. The proposed Special Event threatens or is incompatible with the public health, safety, peace, comfort or welfare of Grand County residents or visitors, including community or neighboring uses and morales, or may result in an unreasonable inconvenience or cost to the public; 3. The zoning of the proposed event site does not permit the use contemplated by the applicant; 4. Applicant refuses or fails to pay required fees or to comply with permit requirements or conditions; 5. Impacts associated with the proposed Special Event cannot be mitigated; 6. Applicant does not meet the deadlines and timelines required herein; 7. The proposed Special Event places unreasonable competing demands on County resources and/or conflict in proposed date(s), time and location with a reoccurring Special Event that is in good standing with the Committee and/or has an established annual date or season; 8. The Committee otherwise supports a denial based on Post Event Evaluation(s) and community complaints regarding incompatibility of the event with community health, safety, comfort, peace, and welfare; or 9. Executive or Public Health orders preclude the Event as per the order's provisions. In the event of denial of a Special Events Permit, the applicant may submit a written appeal to the County within thirty (30) days of the Final Decision pursuant to Title 1 of the Grand County Ordinances.*

**APPLICANT CERTIFICATION**

*I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Grand County may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable Grand County Ordinance located on the County website ([grandcountyutah.net](http://grandcountyutah.net)) and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to the event. I understand approval is non-transferable and valid only for the above mentioned location, dates, and applicant.*

Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.
First Name	Keith
Middle Initial	<i>Field not completed.</i>
Last Name	Mette
Date	1/28/2022

OSTA Contact Information:

*The Old Spanish Trail Arena 3641 S. HWY 191(Physical) 125 E. Center St.*

*(Mailing) Moab, UT. 84532 (435) 259-1311 or (435) 259-6226*

[abook@grandcountyutah.net](mailto:abook@grandcountyutah.net)

Email not displaying correctly? [View it in your browser.](#)

INDEMNIFICATION, HOLD HARMLESS AND RELEASE OF LIABILITY  
AGREEMENT

Whereas 50th JC Event, Inc. (hereinafter "User")  
desire(s) to use Grand County (herein after "County") Property or Facilities located at  
The Old Spanish Trail Arena  
~~The Spanish Fork Arena~~ to engage in the following activities:

50th Jeepster Anniversary  
and in consideration of County's willingness to allow User to use said facilities and/or  
property. I

Keith Mette, as the duly authorized agent acting on behalf of the  
User, herewith agree and promise Indemnify and hold County, its officers, agents, officials  
and employees, and volunteers harmless and release them for and from any liability, costs or  
expenses arising from any action, causes of action, claims for relief, demands, damages,  
expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims  
for relief, demands, damages, costs, fees, expenses and/or compensations are known or  
unknown, are in law or equity, and without limitation, all claims of relief which can be set  
forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or  
otherwise of User, County, and/or their respective officers, agents, officials, members,  
employees, and volunteers, or any person or persons.

In addition, User agrees to repair, solely at Users Cost, all damage to the  
County's facilities or equipment arising out of User's use or possession of said facilities or  
property.

User further agrees and promises to provide County with Certificate of  
Insurance verifying that User has acquired insurance sufficient to support User's promise to  
Indemnify and Hold County Harmless as outlined above.

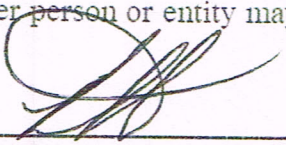
User acknowledges that User has been advised to consult legal counsel and have  
had the opportunity to consult with legal counsel prior to entering into this Indemnification /  
Hold Harmless / Release of Liability Agreement.

User understands and agrees that, by signing this Indemnification / Hold  
Harmless / Release of Liability Agreement, that User relinquishes all rights or claims to  
adjudication or recourse to which User may be entitled in relation to any damages or injury  
that may arise out of the above described activities.

User warrants that User enters into this agreement with full knowledge of the  
meaning and future effect of the promises, releases and waivers contained herein.

User warrants that User has entered into the releases and waivers contained in  
this Agreement voluntarily and that User makes them without any duress or undue influence of  
any nature by any person or entity.

User agrees to assume all risk, chance or hazard that any loss sustained by User  
or any other person or entity may be greater or more extensive than is known, anticipated or  
expected.

  
\_\_\_\_\_  
Signature of User Agent

KEITH METTE  
\_\_\_\_\_  
Printed Name of User Agent

Date: 1/28/22



## Tentative Event Schedule (Subject to Change) April 17-23, 2022

### Sunday, April 17, 2022

12:00 p.m. – 7:00 p.m.: Registration/Check-In at the Old Spanish Trail Arena

### Monday, April 18, 2022

7:00 a.m. – 7:00 p.m.: Registration/Check-In at the Old Spanish Trail Arena

8:00 a.m.: Trail run staging

- Stock run: Gemini Bridges via 313/Dead Horse State Park
- Moderate Trail: 7 Mile Rim
- Moderate Trail: Poison Spider
- Difficult Trail: Rusty Nail
- Difficult Trail: Steel Bender

9:00 a.m.: Trail run departure

### Tuesday, April 19, 2022

#### *Photo shoot and Poker Run Day*

7:00 a.m.: Photo shoot staging

8:30 a.m.: Photo shoot

9:00 a.m.: Trail run staging

- Stock run: Up River to Dewey Bridges
- Moderate run: Top of the World
- Moderate run: Bull Canyon/Gemini Bridges/Long Canyon
- Difficult run: Kane Creek
- Difficult run: Rusty Nail

9:30 a.m.: Trail/Poker run departure

### Wednesday, April 20, 2022

#### *Pancake Breakfast, Vendor Show, Car Show*

6:30 a.m. – 7:30 a.m.: Pancake Breakfast at the Old Spanish Fork Arena

8:00 a.m.: Trail run staging

- Stock run: La Sal Mountain Loop



## Tentative Event Schedule (Subject to Change) April 17-23, 2022

- Moderate run: Bull Canyon/Gemini Bridges/Long Canyon
- Moderate run: 7 Mile Rim
- Difficult run: Cliff Hanger
- Difficult run: Moab Rim

9:00 a.m.:	Trail run departure
8:00 a.m. – 1:00 p.m.:	Vendor Set Up
1:00 p.m. – 8:00 p.m.:	Vendor show, and swap meet
1:00 p.m. – 5:00 p.m.:	Car show staging
5:00 p.m. – 8:00 p.m.:	Car show judging

### **Thursday, April 21, 2022**

#### ***Dinner, Awards and Raffle***

8:00 a.m.:	Trail run staging
	<ul style="list-style-type: none"><li>• Stock run: Sands Flat Road</li><li>• Moderate run: Top of The World</li><li>• Moderate run: Poison Spider</li><li>• Difficult run: Cliff Hanger</li><li>• Difficult run: Moab Rim</li></ul>
9:00 a.m.:	Trail run departure
5:30 p.m. – 8:30 p.m.:	Dinner, awards and raffles

### **Friday, April 22, 2022**

#### ***Pizza/Ice Cream Social***

8:00 a.m.:	Trail run staging
	<ul style="list-style-type: none"><li>• Stock run: Hurrah Pass</li><li>• Moderate run: Golden Spike</li><li>• Moderate run: Metal Masher</li><li>• Difficult Run: Pritchett Canyon</li><li>• Difficult run: Cliff Hanger</li></ul>



## Tentative Event Schedule (Subject to Change) April 17-23, 2022

- 9:00 a.m.: Trail run departure
- 6:00 p.m. – 8:00 p.m. Pizza/Ice Cream Social

### **Saturday, April 23, 2022**

- 8:00 a.m.: Trail run staging
- Stock run: Arches Park (self-guided) Admission to Arches free
  - Stock run: Needles Anticline Overlook
  - Moderate run: Run Top Of The World
  - Difficult runs: Pritchett Canyon
- 9:00 a.m.: Trail run departure

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**MARCH 15, 2022**  
 Agenda Item: C

<b>TITLE:</b>	Approving the two (2) year extension of the on-call engineering services contract
<b>FISCAL IMPACT:</b>	2022 Rate Increases
<b>PRESENTER(S):</b>	Bill Jackson and Chris Baird

**Prepared By:**  
 Bill Jackson

**FOR OFFICE USE ONLY:**  
**Attorney Review:**

**RECOMMENDATION:**

I move to approve the independent contractor's agreements for Jones and Demille, and Horrocks Engineering for on-call services effective through Dec. 31, 2022.

**BACKGROUND:**

As Grand County has no engineer on staff, we contract on-call engineering services.

In June, 2018 the County Council approved Horrocks Engineers and Jones and DeMille Engineering as Grand County's on-call contract engineers. Memos at the time indicated that the contract could be renewed for up to 2 years.

The renewal at the end of 2020 was overlooked. The attached ICAs are essentially renewals upon the 2018 agreements, and honor the original 2 year renewal. Thus the termination date of Dec. 31, 2022.

Staff will issue another RFQ for on call engineering services for 2023 and beyond.

**ATTACHMENT(S):**

- ICA for Jones & DeMille
- ICA for Horrocks

## INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** is hereby entered into this 15th day of March 2022 (“Effective Date”) by and between **Grand County**, a political subdivision of the State of Utah, located at 125 E. Center Street, Moab, UT 84532 (the “County”) and Horrocks Engineers, license number 187449-2202, a Utah corporation located at 2162 West Grove Parkway, Suite 400, Pleasant Grove, UT, 84062 (the “Contractor”).

### WITNESSETH

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

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

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

On-call contract engineering services, as further defined in Exhibit A

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”):

On-call as needed.

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. **TERM OF AGREEMENT.** Subject to Section 2, this Agreement shall begin on the Effective Date of March 15, 2022 and shall expire on or before December 31, 2022.

4. **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: an hourly rate and “typical” per day rate as set forth in Exhibit B. The County shall pay for services rendered as set forth in Exhibit A upon their

completion (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.

5. **PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS.** Contractor shall obtain and be responsible for all occupational and professional licenses and permits required to perform the Services prior to the commencement of the same. Further, Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.
6. **CONTRACTOR, DEFINED.**
  - a. Independent Contractor. Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement.
  - b. No Third-Party Beneficiary. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.
  - c. Miscellaneous. As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor's employees engaged hereunder shall be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.
  - d. This Section shall survive expiration or termination of this Agreement.
7. **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. This Section shall survive expiration or termination of this Agreement.
8. **CONFIDENTIALITY.** All designated confidential information disclosed by the County to the Contractor hereunder shall be kept confidential by Contractor. In such event, Contractor

agrees to use all reasonable precautions to ensure that all such confidential information is properly protected and kept from unauthorized persons or disclosure. This Section shall survive expiration or termination of this Agreement.

9. REPRESENTATIONS AND WARRANTIES.

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. This Section shall survive expiration or termination of this Agreement

10. INSURANCE.

a. General. Prior to Contractor's commencement of the Services and during the term of this Agreement, Contractor shall carry the following insurance with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of "A-" or better:

i. *Professional Liability* with coverage of not less than \$1 million each claim and \$2 million aggregate

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

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

b. Certificates of Insurance. Each Certificate of Insurance shall be attached hereto as *Exhibit C* and provide the following: a) designation of the County as an Additional Insured; and b) an endorsement for Waiver of Subrogation. Early cancellation or termination of the County's coverage hereunder shall constitute default.

c. Survival. This Section shall survive expiration or termination of this Agreement

11. BREACH. As used herein, Breach shall mean any failure by a party hereunder to perform any of its obligations under this Agreement, including but not limited to: Contractor's failure to commence or otherwise perform the Services in accordance with the provisions of this Contract, Contractor's failure to use an adequate amount or quality of personnel or

equipment to complete the Services without delay, a party's adjudication as bankrupt, assignment of this Agreement for the benefit of its creditors, insolvency, or any party's failure to make prompt payments required hereunder, including Contractor's payments to its subcontractors, materialman, or laborers.

## 12. TERMINATION OF AGREEMENT.

- a. By the County. In the event of Contractor's Breach hereunder, the County may, after giving the Contractor three (3) days' written notice, terminate this Contract and take possession of the Services. Upon receipt of such notice, Contractor shall cease operations and terminate existing subcontractors and purchase orders to the extent directed in the notice and complete such portions of the Services and take all actions to mitigate any losses and damages arising from the termination, as specified in the notice. Upon termination pursuant to this Section, the Contractor shall be entitled to receive, as full and final compensation for the Services, the Contract Sum attributable to the Services properly performed prior to the effective date of termination to the extent not previously paid and reasonable and necessary termination expenses for demobilization (subject to the County's receipt of supporting documentation acceptable to the County) and the 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 those Sections which survive termination, as stated herein), shall forthwith become wholly void and of no further force and effect; provided, however, that nothing herein shall relieve any party from liability for willful Breach of this Agreement.

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

14. **FORCE MAJEURE.** Neither party shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control (“Force Majeure”), including, without limitation, strikes; work stoppages; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes or acts of God; global, state-wide or local pandemics; state-wide or local states of emergencies which cause travel or movement restrictions; and interruptions or malfunctions of utilities, communications or computer (software and hardware) services; provided, however, that each party shall use reasonable efforts consistent with accepted practices in their respective industries to resume performance as soon as practicable under the circumstances. This Section shall survive expiration or termination of this Agreement.
15. **ENTIRE AGREEMENT / SUBCONTRACTORS.** This Agreement together with its exhibits 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.
16. **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.
17. **NO ASSIGNMENT.** This Agreement is not assignable without the written consent of the Parties.
18. **DISPUTES.** Should any disputes arise with respect to this Agreement, the Contractor and the County agree 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.

19. **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 7<sup>th</sup> Judicial District, State of Utah, Grand County. This Section shall survive expiration or termination of this Agreement
20. **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.
21. **SEVERABILITY.** The invalidity of any portion of this Agreement for any reason will 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.
22. **UNDERSTANDING AND EFFECT OF AGREEMENT.**
- a. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Agreement.
  - b. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
  - c. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.
23. **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.
24. **ATTORNEYS' FEES AND COSTS.** In the event of dispute hereunder, the prevailing party, as determined by a court of competent jurisdiction, shall recover its attorneys' fees and costs incurred to enforce this Agreement.

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

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

\_\_\_\_\_  
Contractor's Signature                      Printed Name of Contractor and Title                      Date

\_\_\_\_\_  
County Signature                      Chair, Grand County Commission                      Date

ATTEST:

\_\_\_\_\_  
Grand County Clerk/Auditor                      Date

---

**Contact Information**

**Contractor's Contact Information**

Name: Dave Dillman, P.E.  
Title: Principal Engineer II  
Address: 2162 West Grove Parkway  
            Suite 400  
            Pleasant Grove, UT 84062  
Phone: ( 801 ) 763-5100  
Fax:  
            Email: dave@horrocks.com

**County's Assigned Project Manager**

Name: Chris Baird  
Title: Strategic Development Director  
Address: 125 East Center St.  
            Moab UT 84532  
Phone: ( 435 ) 259-1346  
Fax:  
            E-mail: cbaird@grandcountyutah.net

## **Exhibit A Scope of Work**

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

Grand County requires engineering consulting services to support the review/approval of design and construction of both public and private infrastructure. Additionally, the consultant must be available for general consultation with County administration, department heads and supervisors, responding to general inquiries of a civil engineering nature.

Grand County will utilize the Contractor for multi-disciplinary, on-call planning and/or engineering services. The Contractor will provide additional staffing resources for projects the County does not have time or expertise to complete. The services include, but are not limited to, review and comment on development applications including land divisions, conditional use permits, site plan reviews, infrastructure and capital improvements planning, and other development-related projects.

*This contract will not apply to water or wastewater services.*

*The County makes no guarantee of a specific volume of work or a total contracted amount arising from this contract.*

### ***Engineering Scope of Services***

The selected firm is expected to provide the following Scope of Services as directed by Grand County staff:

1. Review of development plans and specifications including sketch plans, preliminary plats, final plats and construction drawings for both developer and County constructed public and private infrastructure. The consultant will use and bill their time judiciously.
  - a. Submitted plats, construction plans, and specifications will be reviewed by the consultant for conformity with adopted County ordinances, construction specifications, and departmental master plans and/or to state/federal (regulatory authorities) agency standards. In the absence of local directives consultant will utilize other local, regional or state standards, or generally accepted methods or practices of engineering, land surveying or construction.
  - b. Written comments must be developed and returned to appropriate county staff members *within ten (10) business days* of receipt unless circumstances warrant faster or slower response times as specified by County staff.
  - c. The consultant will devise and implement a tracking methodology to accurately log receipt, response and status of each submittal and project.
  - d. The consultant will review subsequent plat and/or plan revisions or responses until such time as the consultant may provide written certification that the subject plans substantially conform to County standards for content and clarity.
  - e. The consultant's review of private infrastructure is generally limited to civil site design and upon request, evaluation of specific structural components.
  - f. Additional consultation, including site inspections, may be required during the construction process to assist the County with proposed field adjustments, plan modifications or the acceptance/approval of constructed facilities.

2. Upon request, provide engineering and/or planning assistance to select staff and elected officials.
  - a. The consultant may be tasked to review storm sewer conveyance operations and to provide guidance on maintenance and small improvement projects.
  - b. The consultant may be tasked with assisting Department Heads or the County Council Administrator with the development and/or planning of capital improvement projects.
  - c. The consultant may be tasked with attending meetings with industrial, commercial and residential developers and to provide guidance on potential developmental impacts on the County's infrastructure.
  - d. The consultant may be tasked with providing professional land surveying services of varying complexities such as determining right-of-way or property lines, preparing legal descriptions for easements or performing property boundary or topographic surveys.
  - e. The consultant may be tasked with providing GIS and mapping support services.
  - f. The consultant may be tasked with providing land use planning, community development, and other planning related activity

EXHIBIT B



FEE SCHEDULE

	<u>Hourly Billed Rate</u>		<u>Hourly Billed Rate</u>
<b>Engineers</b>		<b>Other Professionals (Cont'd)</b>	
Sr. Principal Engineer IV	\$325.00	Sr. Communication Specialist III	\$182.00
Sr. Principal Engineer III	\$298.00	Sr. Communication Specialist II	\$164.00
Sr. Principal Engineer II	\$276.00	Sr. Communication Specialist	\$146.00
Sr. Principal Engineer	\$263.00	Communication Specialist V	\$129.00
Principal Engineer V	\$261.00	Communication Specialist IV	\$113.00
Principal Engineer IV	\$243.00	Communication Specialist III	\$99.00
Principal Engineer III	\$223.00	Communication Specialist II	\$79.00
Principal Engineer II	\$206.00	Communication Specialist	\$61.00
Principal Engineer	\$170.00	Communications Intern	\$54.00
Sr. Associate Engineer V, P.E.	\$299.00	Sr. Public Involvement Specialist VI	\$257.00
Sr. Associate Engineer IV, P.E.	\$273.00	Sr. Public Involvement Specialist V	\$232.00
Sr. Associate Engineer III, P.E.	\$277.00	Sr. Public Involvement Specialist IV	\$210.00
Sr. Associate Engineer II, P.E.	\$258.00	Sr. Public Involvement Specialist III	\$184.00
Sr. Associate Engineer, P.E.	\$239.00	Sr. Public Involvement Specialist II	\$169.00
Associate Engineer V, P.E.	\$220.00	Sr. Public Involvement Specialist	\$151.00
Associate Engineer IV, P.E.	\$206.00	Public Involvement Specialist V	\$132.00
Associate Engineer III, P.E.	\$188.00	Public Involvement Specialist IV	\$117.00
Associate Engineer II, P.E.	\$166.00	Public Involvement Specialist III	\$98.00
Associate Engineer, P.E.	\$141.00	Public Involvement Specialist II	\$79.00
Sr. Engineer VIII, P.E.	\$332.00	Public Involvement Specialist	\$58.00
Sr. Engineer VII, P.E.	\$294.00	GIS Programmer/Sr. Analyst II	\$196.00
Sr. Engineer VI, P.E.	\$282.00	GIS Programmer/Sr. Analyst	\$166.00
Sr. Engineer V, P.E.	\$266.00	Sr. GIS Analyst II	\$149.00
Sr. Engineer IV, P.E.	\$263.00	Sr. GIS Analyst	\$132.00
Sr. Engineer III, P.E.	\$246.00	GIS Analyst II	\$111.00
Sr. Engineer II, P.E.	\$228.00	GIS Analyst	\$90.00
Sr. Engineer, P.E.	\$213.00	Sr. Graphics Specialist VI	\$248.00
Engineer V, P.E.	\$199.00	Sr. Graphics Specialist V	\$217.00
Engineer IV, P.E.	\$182.00	Sr. Graphics Specialist IV	\$199.00
Engineer III, P.E.	\$166.00	Sr. Graphics Specialist III	\$181.00
Engineer II, P.E.	\$143.00	Sr. Graphics Specialist II	\$166.00
Engineer, P.E.	\$123.00	Sr. Graphics Specialist	\$148.00
Engineering Intern IV	\$154.00	Graphics Specialist V	\$129.00
Engineering Intern III	\$135.00	Graphics Specialist IV	\$113.00
Engineering Intern II	\$117.00	Graphics Specialist III	\$101.00
Engineering Intern	\$99.00	Graphics Specialist II	\$79.00
<b>Other Professionals</b>		Graphics Specialist	\$61.00
Sr. Principal Planner	\$273.00	Graphics Intern	\$41.00
Sr. Associate Planner	\$219.00	<b>Technicians</b>	
Sr. Planner VI	\$284.00	Sr. Design Technician IV	\$214.00
Sr. Planner V	\$254.00	Sr. Design Technician III	\$182.00
Sr. Planner IV	\$237.00	Sr. Design Technician II	\$167.00
Sr. Planner III	\$225.00	Sr. Design Technician	\$153.00
Sr. Planner II	\$201.00	Design Technician IV	\$134.00
Sr. Planner	\$182.00	Design Technician III	\$117.00
Planner V	\$167.00	Design Technician II	\$95.00
Planner IV	\$157.00	Design Technician	\$77.00
Planner III	\$132.00	Sr. CAD Technician II	\$145.00
Planner II	\$111.00	Sr. CAD Technician	\$113.00
Planner	\$88.00	CAD Technician II	\$96.00
Sr. Environmental Specialist VII	\$302.00	CAD Technician	\$81.00
Sr. Environmental Specialist VI	\$270.00	Jr. CAD Technician	\$58.00
Sr. Environmental Specialist V	\$254.00	Sr. Field Technician IV	\$208.00
Sr. Environmental Specialist IV	\$236.00	Sr. Field Technician III	\$178.00
Sr. Environmental Specialist III	\$217.00	Sr. Field Technician II	\$158.00
Sr. Environmental Specialist II	\$201.00	Sr. Field Technician	\$142.00
Sr. Environmental Specialist	\$185.00	Field Technician IV	\$126.00
Environmental Specialist VI	\$166.00	Field Technician III	\$110.00
Environmental Specialist V	\$151.00	Field Technician II	\$94.00
Environmental Specialist IV	\$134.00	Field Technician	\$77.00
Environmental Specialist III	\$117.00	Jr. Field Technician II	\$61.00
Environmental Specialist II	\$104.00	Jr. Field Technician	\$49.00
Environmental Specialist	\$84.00	Sr. Vacuum Truck/Camera Technician	\$135.00
Sr. Communication Specialist VI	\$248.00	Vacuum Truck/Camera Technician II	\$101.00
Sr. Communication Specialist V	\$217.00	Vacuum Truck/Camera Technician	\$82.00
Sr. Communication Specialist IV	\$201.00		



FEE SCHEDULE

	<u>Hourly Billed Rate</u>		<u>Hourly Billed Rate</u>
<b><u>Telecom and ITS Technicians</u></b>		<b><u>Constr. Mgmt., Inspectors and Lab (Cont'd)</u></b>	
Sr. Telecommunications Manager III	\$236.00	Inspector IV	\$127.00
Sr. Telecommunications Manager II	\$201.00	Inspector III	\$110.00
Sr. Telecommunications Manager	\$158.00	Inspector II	\$93.00
Sr. Telecom Site Acqstn. Specialist III	\$236.00	Inspector	\$80.00
Sr. Telecom Site Acqstn. Specialist II	\$196.00	<b><u>Surveyors and Technicians</u></b>	
Sr. Telecom Site Acqstn. Specialist	\$163.00	Sr. Licensed Surveyor II	\$241.00
Telecom Site Acquisition Specialist III	\$139.00	Sr. Licensed Surveyor	\$169.00
Telecom Site Acquisition Specialist II	\$123.00	Licensed Surveyor II	\$149.00
Telecom Site Acquisition Specialist	\$111.00	Licensed Surveyor	\$125.00
Sr. Telecom Construction Manager III	\$263.00	Sr. Surveyor/ROW Technician II	\$163.00
Sr. Telecom Construction Manager II	\$196.00	Sr. Surveyor/ROW Technician	\$131.00
Sr. Telecom Construction Manager	\$163.00	Surveyor/ROW Technician III	\$113.00
Telecom Construction Manager III	\$141.00	Surveyor/ROW Technician II	\$96.00
Telecom Construction Manager II	\$123.00	Surveyor/ROW Technician	\$73.00
Telecom Construction Manager	\$96.00	Sr. ROW Acquisition Technician IV	\$254.00
Sr. Transportation ITS Engineer III	\$328.00	Sr. ROW Acquisition Technician III	\$224.00
Sr. Transportation ITS Engineer II	\$278.00	Sr. ROW Acquisition Technician II	\$202.00
Sr. Transportation ITS Engineer	\$228.00	Sr. ROW Acquisition Technician	\$184.00
Transportation ITS Engineer III	\$184.00	ROW Acquisition Technician IV	\$169.00
Transportation ITS Engineer II	\$155.00	ROW Acquisition Technician III	\$152.00
Transportation ITS Engineer	\$142.00	ROW Acquisition Technician II	\$141.00
Transportation ITS Eng. Intern III	\$128.00	ROW Acquisition Technician	\$116.00
Transportation ITS Engineering Intern II	\$100.00	<b><u>Support Staff</u></b>	
Transportation ITS Engineering Intern	\$64.00	Sr. Administrative Assistant III	\$148.00
Sr. ITS Field Technician IV	\$202.00	Sr. Administrative Assistant II	\$116.00
Sr. ITS Field Technician III	\$172.00	Sr. Administrative Assistant	\$98.00
Sr. ITS Field Technician II	\$157.00	Administrative Assistant III	\$81.00
Sr. ITS Field Technician	\$139.00	Administrative Assistant II	\$63.00
ITS Field Technician IV	\$123.00	Administrative Assistant	\$44.00
ITS Field Technician III	\$107.00	<b><u>Equipment</u></b>	
ITS Field Technician II	\$90.00	Global Positioning System	Request Pricing
ITS Field Technician	\$75.00	Mobile LiDAR/HDS 3D Scanner	Request Pricing
Jr. ITS Field Technician II	\$57.00	Lab Testing Equipment	Request Pricing
Jr. ITS Field Technician	\$40.00	Vacuum Truck	Request Pricing
Sr. Telecom Design Manager III	\$186.00	CCTV Camera Truck	Request Pricing
Sr. Telecom Design Manager II	\$154.00	<b><u>Travel and Subsistence</u></b>	
Sr. Telecom Design Manager	\$125.00	<b><u>Mileage</u></b>	
Telecom Design Technician III	\$113.00	\$0.64 / mile	
Telecom Design Technician II	\$106.00	<b><u>Subconsultant</u></b>	
Telecom Design Technician	\$86.00	Cost + 10%	
Telecom Design Technician Intern	\$60.00	<b><u>Other Direct Costs</u></b>	
<b><u>Construction Management, Inspectors and Lab</u></b>		Cost + 10%	
Sr. Construction Manager III	\$236.00		
Sr. Construction Manager II	\$196.00		
Sr. Construction Manager	\$163.00		
Construction Manager III	\$139.00		
Construction Manager II	\$123.00		
Construction Manager	\$96.00		
CM Office Tech III	\$158.00		
CM Office Tech II	\$142.00		
CM Office Tech	\$127.00		
Lab Manager II	\$166.00		
Lab Manager	\$142.00		
Lab Tech V	\$142.00		
Lab Tech IV	\$126.00		
Lab Tech III	\$110.00		
Lab Tech II	\$93.00		
Lab Tech	\$78.00		
Jr. Lab Tech	\$58.00		
Sr. Inspector IV	\$205.00		
Sr. Inspector III	\$175.00		
Sr. Inspector II	\$159.00		
Sr. Inspector	\$142.00		

Rates are effective through December 31, 2022

Unit Number	Unit Name	Singular Label	Plural Label
ASPHALTCI	T308/D6307 Asphalt Content by Ignition	Test	Tests
BULKSPGR	T166/D2726 Bulk Spec Grav(Cores Incl.ht)	Test	Tests
CABEARRAT	California Bearing Ratio (per point)	Test	Tests
CLAYLUMPS	Clay Lumps and Friable Particles	Test	Tests
COMPRSTEST	T22/C39 Compression Test	Test	Tests
FINEAGGANG	Fine Aggregate Angularity	Test	Tests
FLAKINESS	Flakiness (per size)	Test	Tests
FRACTFACE	Fracture Face Test	Test	Tests
HARDNESS	Hardness Test	Test	Tests
LABDM	T99/D698 Laboratory Density & Moisture	Test	Tests
LABDM2	T180/D1557 Laboratory Density & Moisture	Test	Tests
LIGHTWEIGH	Lightweight Pieces in Aggregate	Test	Tests
LLPI	T89,T90/D4318 Lqd Lmt & Plasticity Index	Test	Tests
LLPI-NONP	T89,T90/Lqd Lmt & Plasticity Index(NonP)	Test	Tests
MAXSPECGRV	Maximum Spec. Gravity (Rice-Field Smpl)	Test	Tests
MCHMAOVEN	T329 Moisture Content of HMA by Oven	Test	Tests
MECHAEA	T30/D5444 Mech. Analysis-Extr. Agg. Asph	Test	Tests
MF#200WASH	T11 Material Finer than #200 by Washing	Test	Tests
MOISTFA	T256,T265/C566,D2216 Moist. in Agg./Soil	Test	Tests
MPRSMGROUT	Masonry Prisms Grouted	Set	Sets
MPRSMUNGRT	Mortar Prisms UnGrouted	Set	Sets
ORGFAGGCON	Organic Impurities- Fine Aggr-Concrete	Test	Tests
SANDEQUIV	Sand Equivalent	Test	Test
SG&DTEST	D-2041 Specific Gravity & Density Test	Test	Tests
SGACA	T84/C128 Spec Gravity & Absor.-Fine Agg.	Test	Tests
SGAFA	T85/C127 Spec Gravity & Absor.-Coarse Agg	Test	Tests
SGCDHMA	T312/D6925 Suprpv. GyrotoryCmpctDens-HMA	Test	Tests
SIEVE	T27/C136 Sieve Analysis - Concr	Test	Tests
SIEVE3#200	T331/D6913 Sieve Anlys 3"-#200 (Pit Run)	Test	Tests
SOUNDAGGSM	Soundness of Agg. by Sodium or Mag Sulf.	Test	Tests
TROX	Nuclear Density Guage	Test	Tests
UNITWEIGHT	T19/C29 Unit Weight	Test	Tests

Unit Type	Billing Rate	Cost per Unit
	121	
	66	
	176	
	151.8	
	49.5	
	121	
	121	
	121	
	121	
	231	
	291.5	
	231	
	165	
	82.5	
	121	
	121	
	121	
	121	
	71.5	
	291.5	
	291.5	
	121	
	291.5	
	291.5	
	291.5	
	170.5	
	291.5	
	170.5	
	170.5	
	170.5	
	121	
	121	

**EXHIBIT C**  
**Certificates of Insurance**

## INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** is hereby entered into this 15th day of March 2022 (“Effective Date”) by and between **Grand County**, a political subdivision of the State of Utah, located at 125 E. Center Street, Moab, UT 84532 (the “County”) and Jones and DeMille Engineering, license number 5252823-2202, a Utah corporation located at 1535 South 100 West, Richfield, UT, 84701 (the “Contractor”).

### WITNESSETH

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

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

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

On-call contract engineering services, as further defined in Exhibit A

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”):

On-call as needed.

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. **TERM OF AGREEMENT.** Subject to Section 2, this Agreement shall begin on the Effective Date of March 15, 2022 and shall expire on or before December 31, 2022.

4. **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: an hourly rate and “typical” per day rate as set forth in Exhibit B. The County shall pay for services rendered as set forth in Exhibit A upon their

completion (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.

5. **PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS.** Contractor shall obtain and be responsible for all occupational and professional licenses and permits required to perform the Services prior to the commencement of the same. Further, Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.
6. **CONTRACTOR, DEFINED.**
  - a. Independent Contractor. Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement.
  - b. No Third-Party Beneficiary. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.
  - c. Miscellaneous. As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor's employees engaged hereunder shall be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.
  - d. This Section shall survive expiration or termination of this Agreement.
7. **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. This Section shall survive expiration or termination of this Agreement.
8. **CONFIDENTIALITY.** All designated confidential information disclosed by the County to the Contractor hereunder shall be kept confidential by Contractor. In such event, Contractor

agrees to use all reasonable precautions to ensure that all such confidential information is properly protected and kept from unauthorized persons or disclosure. This Section shall survive expiration or termination of this Agreement.

9. REPRESENTATIONS AND WARRANTIES.

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. This Section shall survive expiration or termination of this Agreement

10. INSURANCE.

a. General. Prior to Contractor's commencement of the Services and during the term of this Agreement, Contractor shall carry the following insurance with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of "A-" or better:

i. *Professional Liability* with coverage of not less than \$1 million each claim and \$2 million aggregate

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

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

b. Certificates of Insurance. Each Certificate of Insurance shall be attached hereto as *Exhibit C* and provide the following: a) designation of the County as an Additional Insured; and b) an endorsement for Waiver of Subrogation. Early cancellation or termination of the County's coverage hereunder shall constitute default.

c. Survival. This Section shall survive expiration or termination of this Agreement

11. BREACH. As used herein, Breach shall mean any failure by a party hereunder to perform any of its obligations under this Agreement, including but not limited to: Contractor's failure to commence or otherwise perform the Services in accordance with the provisions of this Contract, Contractor's failure to use an adequate amount or quality of personnel or

equipment to complete the Services without delay, a party's adjudication as bankrupt, assignment of this Agreement for the benefit of its creditors, insolvency, or any party's failure to make prompt payments required hereunder, including Contractor's payments to its subcontractors, materialman, or laborers.

## 12. TERMINATION OF AGREEMENT.

- a. By the County. In the event of Contractor's Breach hereunder, the County may, after giving the Contractor three (3) days' written notice, terminate this Contract and take possession of the Services. Upon receipt of such notice, Contractor shall cease operations and terminate existing subcontractors and purchase orders to the extent directed in the notice and complete such portions of the Services and take all actions to mitigate any losses and damages arising from the termination, as specified in the notice. Upon termination pursuant to this Section, the Contractor shall be entitled to receive, as full and final compensation for the Services, the Contract Sum attributable to the Services properly performed prior to the effective date of termination to the extent not previously paid and reasonable and necessary termination expenses for demobilization (subject to the County's receipt of supporting documentation acceptable to the County) and the 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 those Sections which survive termination, as stated herein), shall forthwith become wholly void and of no further force and effect; provided, however, that nothing herein shall relieve any party from liability for willful Breach of this Agreement.

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

14. **FORCE MAJEURE.** Neither party shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control (“Force Majeure”), including, without limitation, strikes; work stoppages; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes or acts of God; global, state-wide or local pandemics; state-wide or local states of emergencies which cause travel or movement restrictions; and interruptions or malfunctions of utilities, communications or computer (software and hardware) services; provided, however, that each party shall use reasonable efforts consistent with accepted practices in their respective industries to resume performance as soon as practicable under the circumstances. This Section shall survive expiration or termination of this Agreement.
15. **ENTIRE AGREEMENT / SUBCONTRACTORS.** This Agreement together with its exhibits 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.
16. **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.
17. **NO ASSIGNMENT.** This Agreement is not assignable without the written consent of the Parties.
18. **DISPUTES.** Should any disputes arise with respect to this Agreement, the Contractor and the County agree 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.

19. **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 7<sup>th</sup> Judicial District, State of Utah, Grand County. This Section shall survive expiration or termination of this Agreement
20. **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.
21. **SEVERABILITY.** The invalidity of any portion of this Agreement for any reason will 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.
22. **UNDERSTANDING AND EFFECT OF AGREEMENT.**
- a. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Agreement.
  - b. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
  - c. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.
23. **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.
24. **ATTORNEYS' FEES AND COSTS.** In the event of dispute hereunder, the prevailing party, as determined by a court of competent jurisdiction, shall recover its attorneys' fees and costs incurred to enforce this Agreement.

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

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

\_\_\_\_\_  
Contractor's Signature                      Printed Name of Contractor and Title                      Date

\_\_\_\_\_  
County Signature                      Chair, Grand County Commission                      Date

ATTEST:

\_\_\_\_\_  
Grand County Clerk/Auditor                      Date

---

**Contact Information**

**Contractor's Contact Information**

Name: Danny Flannery  
Title: Project Manager  
Address: 16 East 300 South  
            PO Box 577  
            Monticello, UT 84701  
Phone: (435) 459-2349  
Fax:  
Email: scoot@jonesanddemille.com

**County's Assigned Project Manager**

Name: Chris Baird  
Title: Strategic Development Director  
Address: 125 East Center St.  
            Moab UT 84532  
Phone: ( 435 ) 259-1346  
Fax:  
E-mail: cbaird@grandcountyutah.net

## **Exhibit A Scope of Work**

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

Grand County requires engineering consulting services to support the review/approval of design and construction of both public and private infrastructure. Additionally, the consultant must be available for general consultation with County administration, department heads and supervisors, responding to general inquiries of a civil engineering nature.

Grand County will utilize the Contractor for multi-disciplinary, on-call planning and/or engineering services. The Contractor will provide additional staffing resources for projects the County does not have time or expertise to complete. The services include, but are not limited to, review and comment on development applications including land divisions, conditional use permits, site plan reviews, infrastructure and capital improvements planning, and other development-related projects.

*This contract will not apply to water or wastewater services.*

*The County makes no guarantee of a specific volume of work or a total contracted amount arising from this contract.*

### ***Engineering Scope of Services***

The selected firm is expected to provide the following Scope of Services as directed by Grand County staff:

1. Review of development plans and specifications including sketch plans, preliminary plats, final plats and construction drawings for both developer and County constructed public and private infrastructure. The consultant will use and bill their time judiciously.
  - a. Submitted plats, construction plans, and specifications will be reviewed by the consultant for conformity with adopted County ordinances, construction specifications, and departmental master plans and/or to state/federal (regulatory authorities) agency standards. In the absence of local directives consultant will utilize other local, regional or state standards, or generally accepted methods or practices of engineering, land surveying or construction.
  - b. Written comments must be developed and returned to appropriate county staff members *within ten (10) business days* of receipt unless circumstances warrant faster or slower response times as specified by County staff.
  - c. The consultant will devise and implement a tracking methodology to accurately log receipt, response and status of each submittal and project.
  - d. The consultant will review subsequent plat and/or plan revisions or responses until such time as the consultant may provide written certification that the subject plans substantially conform to County standards for content and clarity.
  - e. The consultant's review of private infrastructure is generally limited to civil site design and upon request, evaluation of specific structural components.
  - f. Additional consultation, including site inspections, may be required during the construction process to assist the County with proposed field adjustments, plan modifications or the acceptance/approval of constructed facilities.

2. Upon request, provide engineering and/or planning assistance to select staff and elected officials.
  - a. The consultant may be tasked to review storm sewer conveyance operations and to provide guidance on maintenance and small improvement projects.
  - b. The consultant may be tasked with assisting Department Heads or the County Council Administrator with the development and/or planning of capital improvement projects.
  - c. The consultant may be tasked with attending meetings with industrial, commercial and residential developers and to provide guidance on potential developmental impacts on the County's infrastructure.
  - d. The consultant may be tasked with providing professional land surveying services of varying complexities such as determining right-of-way or property lines, preparing legal descriptions for easements or performing property boundary or topographic surveys.
  - e. The consultant may be tasked with providing GIS and mapping support services.
  - f. The consultant may be tasked with providing land use planning, community development, and other planning related activity

EXHIBIT B

**Jones & DeMille Engineering, Inc.**  
**ENGINEERING SERVICES HOURLY RATES**

As of January 1, 2022

**ENGINEERING SERVICES**

Principal .....	\$	248.00
Senior Planner .....	\$	200.00
Planner II .....	\$	125.00
Planner I .....	\$	95.00
Structural Engineer .....	\$	215.00
Senior Project Manager .....	\$	209.00
Project Manager III .....	\$	185.00
Project Manager II .....	\$	171.00
Project Manager I .....	\$	154.00
Assistant Project Manager .....	\$	138.00
Senior Project Engineer III .....	\$	185.00
Senior Project Engineer II .....	\$	164.00
Senior Project Engineer I .....	\$	152.00
Project Engineer .....	\$	141.00
Graduate Engineer III .....	\$	127.00
Graduate Engineer II .....	\$	116.00
Graduate Engineer I .....	\$	85.00

**CONSTRUCTION SERVICES**

Senior Construction Project Manager .....	\$	155.00
Construction Project Manager .....	\$	121.00
Senior Construction Engineering Technician .....	\$	165.00
Construction Engineering Technician .....	\$	102.00

**SURVEY/STAKING SERVICES**

Professional Land Surveyor II .....	\$	159.00
Professional Land Surveyor I .....	\$	153.00
Senior Survey Office Technician .....	\$	130.00
Survey Office Technician .....	\$	107.00
Survey Technician II .....	\$	110.00
Survey Technician I .....	\$	100.00

**LAB/MATERIALS TESTING**

Testing rates/fees – available upon request		
Senior Materials Technician .....	\$	127.00
Materials Technician .....	\$	80.00

**ENVIRONMENTAL SERVICES**

Environmental Project Manager .....	\$	139.00
Environmental Scientist .....	\$	125.00
Environmental Technician .....	\$	85.00

**ARCHITECTURAL SERVICES**

Senior Architect .....	\$	175.00
Assistant Project Manager .....	\$	138.00

**CAD SERVICES**

Senior CAD Designer II .....	\$	179.00
Senior CAD Designer I .....	\$	154.00
CAD Designer II .....	\$	130.00
CAD Designer I .....	\$	105.00
Senior CAD Technician .....	\$	95.00
CAD Technician .....	\$	84.00

**GIS SERVICES**

Senior GIS Specialist .....	\$	145.00
GIS Specialist .....	\$	105.00
GIS Technician .....	\$	80.00

**ADMINISTRATIVE**

Project Accounting Manager .....	\$	182.00
Project Accountant .....	\$	105.00
Project Accounting Assistant .....	\$	88.00
Marketing Manager .....	\$	127.00
Marketing Assistant III .....	\$	105.00
Marketing Assistant II .....	\$	95.00
Marketing Assistant I .....	\$	80.00
IT Manager .....	\$	150.00
IT Specialist .....	\$	120.00
Strategic & Communication Manager .....	\$	204.00
Project Administrative Manager .....	\$	132.00
Executive Project Assistant II .....	\$	119.00
Executive Project Assistant I .....	\$	90.00
Senior Project Administrative Assistant .....	\$	83.00
Project Administrative Assistant .....	\$	71.00
Website Specialist .....	\$	105.00
Software Developer .....	\$	260.00

**INTERN SERVICES**

Intern II .....	\$	69.00
Intern I .....	\$	61.00

**OTHER DIRECT COSTS (ODC)**

Vehicle Mileage.....per mile	\$	0.585
4-Wheeler Rental.....per day	\$	140.00
Professional Subconsultants .....	Cost + 15%	

**MATERIAL TESTING RATES**  
As of April 1, 2021

**SOILS LAB TESTS**

Description	AASHTO	ASTM	Amount	Unit
100 Liquid Limit/Plastic Index	T-89 & T-90	D-4183	\$95.00	Each
101 Soils Classification	M-145	Unified D-2487	\$180.00	Each
102 Sieve Analysis (Includes -200)	T-27 & T-11	C-136	\$130.00	Each
103 California Bearing Ratio	T-193	D-1883	\$350.00	Each
104 C.B.R. without Proctor	T-193	D-1883	\$180.00	Each
<i>Moisture Density Relations</i>				
105 Five-Point Proctor	T-99	D-698	\$200.00	Each
106 Five-Point Proctor	T-180	D-1557	\$220.00	Each
107 With Specific Gravity Oversize Correction			\$250.00	Each
108 Field Moisture Density (Nuclear)	T-238		<i>Included in hourly rate</i>	
109 Moisture Content of Soils	T-265	D-2216	\$30.00	Each
110 Percolation Rate			\$300.00	Each
111 Permeability Single Ring	D-5126		\$450.00	Each
112 Oversize Gradation (+3/4 inch)	T-27		\$160.00	Each
113 Sieve Analysis + Hydrometer		D-7928	\$180.00	Each
114 Double Hydrometer		D-4221	\$260.00	Each
115 Crumb Test		D-6572	\$100.00	Each

**AGGREGATE LAB TESTS**

Description	AASHTO	ASTM	Amount	Unit
200 Liquid Limit/Plastic Index	T-89 & T-90	D-4318	\$95.00	Each
201 Soils Classification	M-145	Unified D-2487	\$180.00	Each
202 Sieve Analysis (Includes -200)	T-27 & T-11	C-136	\$130.00	Each
<i>Moisture Density Relations</i>				
203 Five-point Proctor	T-99	D-698	\$200.00	Each
204 Five-point Proctor	T-180	D-1557	\$220.00	Each
205 With Specific Gravity Oversize Correction			\$250.00	Each
206 Moisture Content of Agg.	T-255	C-566	\$30.00	Each
207 Los Angeles Abrasion	T-96	D-131	\$280.00	Each
208 Sodium Sulfate Soundness	T-104	C-88	\$520.00	Each
209 Fractured Face	T-335	D-5821	\$130.00	Each
210 Specific Gravity (Fine)	T-84	C128	\$150.00	Each
211 Specific Gravity (Course)	T-85	C-127	\$120.00	Each
212 Sand Equivalent Test	T-176	D-2419	\$100.00	Each
213 Organic Impurities	T-21	C-40	\$55.00	Each
214 Unit Weight	T-19	C-29	\$120.00	Each
215 Oversize Gradation (+3/4 inch)	T-27		\$180.00	Each

**CONCRETE TESTS**

Description	AASHTO	ASTM	Amount	Unit
300 Field Concrete Sampling				
Slump	T-119	C-143	<i>See Billing Rates</i>	<i>Per hour plus mileage</i>
Air by Pressure Method	T-152	C-231	<i>See Billing Rates</i>	<i>Per hour plus mileage</i>
Temperature	T-309	C-138	<i>See Billing Rates</i>	<i>Per hour plus mileage</i>
Sampling Freshly Mixed Concrete	T-141	C-172	<i>See Billing Rates</i>	<i>Per hour plus mileage</i>
Making Field Test Specimens	T-23	C-31	<i>See Billing Rates</i>	<i>Per hour plus mileage</i>
Unit Weight	T-121	C-138	<i>See Billing Rates</i>	<i>Per hour plus mileage</i>
301 Curing and Breaking 4" x 8" Cylinders			\$35.00	Each
302 Curing and Breaking 6" x 12" Cylinders			\$40.00	Each
303 Concrete Cutting 4" x 8" Cylinders			\$20.00	Each
304 Concrete Cutting 6" x 12" Cylinders			\$30.00	Each
R33 Concrete Mix Design			\$2,000.00	Each

**ASPHALT TESTS**

Description	AASHTO	ASTM	Amount	Unit
400 A/C Content by Ignition Method	T-308	D-6307	\$120.00	Each
401 A/C Content by Ignition Method (w/Gradation)			\$210.00	Each
402 Rice (Max. Theoretical Density)	T-209	D-2041	\$120.00	Each
403 Marshal (set of three)	T-245	D-6926	\$190.00	Each
404 Stability and Flow			\$120.00	Each
405 Core Densities	T-166		\$50.00	Each
406 Asphalt Core Preparation (cutting)			\$30.00	Each
407 Superpave Gyrotory Mix Design (complete)			\$11,000.00	Each
408 Gyrotory Set of 2	T-312	D-6925	\$140.00	Each
409 Asphalt Field Sampling			<i>See Billing Rates</i>	<i>Per hour plus mileage</i>
410 Field Asphalt Density (Nuclear)	T-355		<i>See Billing Rates</i>	<i>Per hour plus mileage</i>
411 Field Quality Control Densities (Test Strip)			<i>See Billing Rates</i>	<i>Per hour plus mileage</i>
412 Asphalt Core Drilling			<i>See Billing Rates</i>	<i>Per hour plus mileage</i>

**EXHIBIT C**  
**Certificates of Insurance**

**Agenda Summary**  
**GRAND COUNTY COMMISSION**  
**March 15, 2022**

**AGENDA ITEM: D**

<b>TITLE:</b>	Approving a Conditional Use Permit (CUP) for a Home Business and associated Farmstand located at 4051 Easy Street in Moab, Utah located on Parcel No. 02-011A-0002.
<b>FISCAL IMPACT:</b>	N/A
<b>PRESENTER(S):</b>	Elissa Martin, Associate Planner

**Prepared By:**  
*ELISSA MARTIN*  
**GRAND COUNTY**  
**PLANNING &**  
**ZONING**

**FOR OFFICE USE ONLY:**

**Attorney Review:**

Complete

**POSSIBLE MOTION:**

I move to adopt the Findings of Fact from the Staff Report dated February 8, 2022 and send a favorable/unfavorable recommendation to approve the Easy Bee Home Business and associated Farmstand Conditional Use Permit for Grand County Parcel No. 02-011A-0002 with the following conditions to mitigate reasonably anticipated detrimental effects of the proposed use:

1. To minimize the impact of noise and prevent excessive light from the operation of the home business, the Easy Bee Farmstand shall be open to the public for business during designated daylight hours, between sunrise and sunset; and
2. To minimize the impact of traffic along Easy Street and parking onsite, Easy Bee Farmstand shall manage business activities throughout the day in such a manner to distribute the amount and flow of traffic related to the business.

**BACKGROUND:**

The property is currently zoned Rural Residential and accommodates a single family dwelling, an Accessory Dwelling Unit (ADU), with attached garage (old McClish's milking dairy), and an existing farm, growing crops, fruit trees and hens for eggs. The milking dairy will be renovated into the Farmstand, which shares a wall with the ADU. The Farmstand will not displace the residential use of the ADU. A recorded deed restriction, which prohibits the ADU from being used as a nightly rental or for commercial purposes, will remain in place. The ADU is also undergoing a separate building permit for an addition/renovation (not part of this CUP).

**STAFF RECOMMENDATION: APPROVE**

The property is located in the RR zone, where farms are a permitted use and a Farm Stand as well as a Home Business require a Conditional Use Permit (CUP). Grand County Planning staff & Building Inspector conducted a site visit to observe current operations of the community farm and location of proposed farmstand to observe the potential impacts it may have in relation to LUC section 9.10.5 Conditional Use Criteria and Section 9.10.6 Conditions of Approval. It was determined that potential impacts of the home business/ farmstand include:

minimal increase in noise, traffic and parking demand. Those impacts can be mitigated with the conditions recommended above.

The applicant meets the requirements for Home Business and Farm Stand per LUC Sections 3.3.2 (F) Use-Specific Standards for Accessory Uses and Section 9.10 Conditional Use Permits.

**COUNTY ATTORNEY RECOMMENDATION: NEUTRAL**

The County Attorney recommends the Grand County Commission review LUC Section 9.10, and specifically in LUC Section 9.10.6:

**9.10.6 Conditions of Approval**

A. The County may, in the interest of the public welfare and to assure compliance of this LUC, establish reasonable conditions to mitigate the reasonably anticipated detrimental effects of the proposed use, such as conditions related to the operation, location, arrangement and construction of any use for which a permit is authorized. In authorizing the location of any use listed as a conditional use permit, the County may impose such development standards and safeguards as the conditions and location indicate important to the welfare and protection of adjacent property, the neighborhood and the County from noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, traffic circulation or other undesirable or hazardous conditions. In addition, where conditional uses involve significant alteration of the landscape or pose potential threats to the scenic quality of the County, reclamation bonds may be required as deemed necessary to ensure reclamation of disturbed sites to their natural, original or other substantially beneficial condition consistent with local plans to the extent practicable, and to protect the County's recreation-base economy, as determined by the County Commission. Applicants may be required to post sufficient security, as deemed reasonably necessary by the County Commission, to guarantee that the final reclamation shall be accomplished within one year of the cessation of the permitted activity/facility; a surety bond approved by the County Attorney may be acceptable.

B. Conditional use permits may be denied if the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or by the imposition of reasonable conditions to achieve compliance with the criteria of Section [9.10.5](#).

C. Conditions of approval may include a requirement that the applicant submit an annual statement of compliance detailing how the applicant has complied with terms of the permit, including a detailed and specific report on steps taken in the prior year to comply with other applicable local, state and federal requirements and laws. The Administrator shall review and approve such annual statement where the applicant is continuing to comply with the applicable requirements of the conditional use permit. Where the Administrator determines that the applicant is in violation of any requirement of this LUC or conditions of approval, the Administrator shall revoke said permit in accordance with the requirements of Section [9.10.7](#). Alternatively, and at the discretion of the Administrator, such permit may be referred to the County Commission for review.

**ATTACHMENT(S):**

1. Vicinity Map/Site Plans
2. Staff Report
3. Draft Resolution
4. Site Plan & Construction plans
5. Applicant Statement
6. Application (Upon Request)
7. Tax Roll & Title (Upon Request)

# Vicinity Map





# STAFF REPORT

## PLANNING & ZONING DEPARTMENT

### GRAND COUNTY, UTAH

**DATE:** February 8, 2022

**TO:** Grand County Commission

**SUBJECT:** Conditional Use Permit Application: Home Business (Farmstand)

---

**PROPERTY OWNER:** Easy Moab, LLC.

**PROP. OWNER REP:** Rhonda Gotway Clyde

**PROPERTY ADDRESS:** 4051 Easy Street, Parcel No. 02-011A-0002

**SIZE OF PROPERTY:** 1 acre

**EXISTING ZONE:** Rural Residential (RR)

**EXISTING LAND USE:** Single Family Dwelling, Accessory Dwelling Unit and existing Small Farm Operation

**ADJACENT ZONING AND LAND USE(S):** Zones: Rural Residential (RR) Uses: Residential

---

#### APPLICATION TYPE

Conditional Use Permit (CUP)

#### APPLICATION PROCEDURE

*Decision Type:* Legislative

*Public Notices:*  Public Meeting at:

Planning Commission

County Commission

Public Hearing at:

Planning Commission

County Commission

Attachments:

1. Draft Resolution
2. Site Plan & Construction plans
3. Applicant Statement
4. Application (Upon Request)
5. Tax Roll & Title (Upon Request)

#### SUMMARY OF REQUEST

The Applicant is seeking approval of a Conditional Use Permit for the purposes of operating a Home Business (farm) with accompanying Farm Stand. Approval of the Conditional Use permit would allow the applicant to have additional employees and allow for business activities related to selling produce and other farm products. The property is located in the RR zone, where farms are a permitted use and a Farm Stand as well as a Home Business require a Conditional Use Permit (CUP). The applicant meets the requirements for Home Business and Farm Stand per LUC Sections 3.3.2 (F) Use-Specific Standards for Accessory Uses and Section 9.10 Conditional Use Permits.

#### PROPERTY HISTORY

Currently, one primary dwelling exists on the property, one deed restricted accessory dwelling unit and a

small farm operation. The ADU has an attached garage, which was the old milking parlor from the McClish's dairy. The farm currently provides produce to local residents, the Moonflower Co-op, as well as local restaurants, and looks to broaden their reach with the approval of the Conditional Use Permit application.

#### **SITE IMPROVEMENTS / ADDITIONS / CHANGES**

The attached garage (old milking parlor) will be renovated to be a farmstand, separate from the ADU. There is a 1 hr fire partition that will remain between the ADU and the farmstand, even though the building code would only require 1/2" sheetrock on the garage side. Such space would include the front retail stand, internal prep room for employees and a rear wash room and cooler space.

The Construction Plans include the addition /renovation of the ADU, which is a separate building permit and not part of this CUP. The ADU Deed Restriction recorded in the real property records of Grand County, Utah at Entry No. 505476, which prohibits its use as a nightly rental or for commercial purposes, will remain in place.

Site improvements in connection to the proposed Conditional Use Permit will be in accordance with requirements of Article 6 (General Development Standards) of the Grand County Land Use Code, and the International Building Code. The applicant will be required to apply for building permits for such work to be conducted.

#### **CONSIDERATIONS FOR APPROVAL, DENIAL OR POSTPONEMENT**

##### **9.10.6 Conditions of Approval**

A. The County may, in the interest of the public welfare and to assure compliance of this LUC, establish reasonable conditions to mitigate the reasonably anticipated detrimental effects of the proposed use, such as conditions related to the operation, location, arrangement and construction of any use for which a permit is authorized. In authorizing the location of any use listed as a conditional use permit, the County may impose such development standards and safeguards as the conditions and location indicate important to the welfare and protection of adjacent property, the neighborhood and the County from noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, traffic circulation or other undesirable or hazardous conditions. In addition, where conditional uses involve significant alteration of the landscape or pose potential threats to the scenic quality of the County, reclamation bonds may be required as deemed necessary to ensure reclamation of disturbed sites to their natural, original or other substantially beneficial condition consistent with local plans to the extent practicable, and to protect the County's recreation-base economy, as determined by the County Commission. Applicants may be required to post sufficient security, as deemed reasonably necessary by the County Commission, to guarantee that the final reclamation shall be accomplished within one year of the cessation of the permitted activity/facility; a surety bond approved by the County Attorney may be acceptable.

B. Conditional use permits may be denied if the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or by the imposition of reasonable conditions to achieve compliance with the criteria of Section [9.10.5](#).

C. Conditions of approval may include a requirement that the applicant submit an annual statement of compliance detailing how the applicant has complied with terms of the permit, including a detailed and specific report on steps taken in the prior year to comply with other applicable local, state and federal requirements and laws. The Administrator shall review and approve such annual statement where the applicant is continuing to comply with the applicable requirements of the conditional use permit. Where the Administrator determines that the applicant is in violation of any requirement of this LUC or conditions of approval, the Administrator shall revoke said permit in accordance with the requirements of Section [9.10.7](#). Alternatively, and at the discretion of the Administrator, such permit may be referred to the County Commission for review.

## **FINDINGS OF FACT:**

### **Project Description**

- 1. FINDING:** The application is for a Conditional Use Permit for a Home Business Farmstand on a one-acre parcel located at 4051 Easy Street, where the Easy Bee Farm currently operates.
- 2. FINDING:** The property is currently zoned Rural Residential and accommodates a single family dwelling, an Accessory Dwelling Unit (ADU), with attached garage (old milking dairy), and an existing farm, growing crops, fruit trees and hens for eggs.
- 3. FINDING:** The milking dairy will be renovated into the Farmstand, which shares a wall with the ADU. The Farmstand will not displace the residential use of the ADU. The ADU Deed Restriction recorded in the real property records of Grand County, Utah at Entry No. 505476, which prohibits its use as a nightly rental or for commercial purposes, will remain in place.

### **Consistency with 2012 General Plan**

- 4. FINDING:** The proposed home business / farmstand is consistent with the 2012 General Plan by contributing to the local agricultural system and providing locally grown produce to residents and commercial operations alike, thereby increasing sustainability and diversity of the local economy.

**EVIDENCE:** a) Section 3.2: Vision, Goals and Strategies, in the 2012 General Plan describes the vision for a diverse, prosperous and sustainable economy for Grand County.

“Locally Owned businesses are the economic engines of the community. Competitive and prosperous locally-owned businesses serve residents, visitors, export markets, and other local businesses while keeping most of the earnings at home. Growth in new business sectors is balanced with tourism. Existing and new businesses tap new markets for locally produced goods and services, providing the basis for year-round prosperity and more high paying jobs. Tourism continues to contribute significantly to the economic base. The landscape, scenic resources, recreational amenities, special events and local businesses continue to attract and accommodate visitors.

Local food production makes us more self-sufficient. The local agricultural system is an important provider of food for the residents and businesses and also reaches export markets. ...”

b) Strategy F in section 3.2 of the General Plan proposes - “The fostering of a business-friendly atmosphere where entrepreneurs can thrive”, as a way to accomplish the above goal of a Diverse, Prosperous and Sustainable Economy.

c) Strategy J in section 3.2 of the General Plan proposes the “Support of Buy Local Programs” as another way to accomplish the above goal of a “Diverse, Prosperous and Sustainable Economy”.

**5. FINDING:** The proposed use is consistent with the Rural Residential Future Land Use Plan Designation by preserving the single family dwelling and Accessory Dwelling Unit on a one acre parcel and expanding agricultural use on the property that serves to provide the community with fresh locally grown produce.

**EVIDENCE:** a) The subject parcel is located within the Rural Residential Future Land Use Plan Designation Map in the 2012 General Plan, which calls for agriculture single-family residential uses (1 dwelling unit per acre base density and up to 1.6 dwelling units per acre with a 50% open-space set-aside or fee in lieu and 25% affordable housing units or fee in-lieu).

**6. FINDING:** The proposed design of structural additions to the existing dwelling unit and the future land use is consistent with the intent of the Ridgeline Protection Area Land Use Resource Overlay in that the design for said addition is no more than 1 story and would not restrict the line of sight to the surrounding rim walls as viewed from Spanish Valley Drive.

**EVIDENCE:** a) The subject parcel is located within the Ridgeline Protection Area Land Use Resource Overlay designation which encourages development where new structures, buildings, fences, or walls are located so that they do not visually disrupt ridgelines as seen from specific public roads in Spanish Valley.

### **Conformance with Grand County Land Use Code (LUC)**

**7. FINDING:** The Conditional Use Permit Application is in conformance with LUC Article 9.1.3 – Minimum Submission Requirements, and Article 9.10.3 – Conditional Use Permits, in the following ways:

**EVIDENCE:** a) A complete application was submitted by the property owner's representative in accordance with provisions of the Grand County Land Use Code Articles 9.1.3 and 9.10 on January 5<sup>th</sup>, 2022.

b) The application was reviewed by the zoning administrator and deemed a complete application on January 5<sup>th</sup>, 2022, per article 9.1.3 and 9.10.

c) The application materials were forwarded to the appropriate County Review agencies on January 6<sup>th</sup>, 2022. and no comments were returned regarding the application.

**8. FINDING:** Staff has reviewed the proposed use against the criteria in Section 9.10.5 Conditional Use Criteria and found that there are no detrimental effects that cannot be reasonably mitigated.

**EVIDENCE:**

a) *Effect on Environment* The location, size, design and operation characteristics of the proposed use shall not be detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants, nor be substantially or permanently injurious to neighboring property, nor cause

*substantial or permanent interference with the right to peaceful enjoyment of property.*

- i) The location of the home business/farmstand is on a one acre parcel traditionally used for farming and within a rural neighborhood. The farmstand utilizes the space of an historic milking parlor. The proposed size of the farmstand is 676 sq.ft, and is attached to an existing ADU. Visitors to the Farmstand will come during designated, regular operating hours, such that farmstand operators may manage overcrowding on the property and traffic on Easy street.
- b) ***Compatible with Surrounding Area*** *The proposed site plan, circulation plan and schematic architectural designs shall be complementary with the character of the surrounding area with relationship to scale, height, landscaping and screening, building coverage, and density.*
  - i) The farmstand will be built within an existing structure and is designed to blend in with existing architectural styles on the property. It will not exceed the height of the attached building and is screened in by other structures on the property. Circulation and parking is provided at the front of the property in the same location where parking currently exists. Such parking area is screened from view on the west side of the property by existing vegetation
- c) ***External Impacts Minimized*** *The proposed use shall not have detrimental effects which cannot be mitigated on existing uses in the area and in the County through the creation of noise, glare, fumes and odors, dust, smoke, vibration, fire hazard, excessive light, or other injurious or noxious impact. The applicant shall provide adequate mitigation responses to these impacts.*
  - i) External impacts of the Home Business farmstand are expected to be minimal, as existing farming activities will continue as they have. Daily operations of the farmstand, including processing, cleaning and hand packaging produce will occur within an internal prepping space, so as to minimize disruption to the surrounding area. Additional operations include the exchange of produce for compensation. These activities will not generate fumes or odors, dust or smoke, vibration, fire hazard, or excess noise or light. Hours of operation for the farmstand (selling goods to the public) will be during daylight hours only. Impacts are further addressed within the provisions of Section 3.3.2 F Home Business (below).
- d) ***Infrastructure Impacts Minimized*** *The proposed use shall not have detrimental effects which cannot be mitigated negative on existing uses in the area and in the County through impacts on public infrastructure such as roads, parking facilities and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to provide services adequately.*
  - i) It is anticipated that the home business will generate some additional traffic from the public visiting the farmstand during the day, but will have a minimal impact on roads. Parking will occur in an existing parking area onsite and is determined to be sufficient for a home business. Operations will not increase water demand or the need for additional sewer services, as the farmstand will be operated by the owner and existing employees, simply shifting workers away from the fields as necessary.

- e) **Consistent with LUC and General Plan** *The proposed use will be consistent with the purposes of this LUC, the General Plan, and any other statutes, ordinances or policies that may be applicable, and will support rather than interfere with the uses otherwise permitted in the zone in which it is located.*
  - i) (see Finding 2, 3, and 4 for consistency with General Plan and the remaining findings in this staff report for consistency with the Land Use Code)
- f) **Parcel Size** *The proposed use may be required to have additional land area, in excess of the lot area otherwise allowed by the underlying zoning district, as necessary to ensure adequate mitigation of impacts on surrounding land uses and the zoning district.*
  - i) The home business / farmstand will operate on a 1-acre parcel (which complies with minimum lot size of RR), adjacent to an additional 2 acres that are currently under cultivation by Easy Bee Farms. Surrounding land uses include rural residential and agriculture, thus the farmstand does not require additional land to mitigate its impact on surrounding properties.

**9. FINDING:** The proposed use meets the requirements for a Home Business pursuant to section 3.3.2. F which states:

*Home business may be approved as Conditional Use pursuant to the requirements of Section 9.11. Such uses shall comply with all requirements for Home Occupations, below, provided that home businesses may employ up to three persons (rather than only one) who do not occupy the subject property as their residence. Each home business shall have a current Grand County business license*

**EVIDENCE:** a) The proposed use complies with Section 9.11 as stated in previous findings of this staff report.  
 b) The proposed use complies with all requirements for Home Occupations, as stated in the below finding (No. 8).

**10. FINDING:** The proposed use meets all the requirements for a home occupation per Section 3.3.2 (G) which states:

*The following home occupation standards are intended to permit residents to engage in home occupations that are compatible with residential land uses and to ensure that home occupations do not adversely affect the integrity of residential areas. A home occupation shall be considered an accessory use to residential uses, subject to the following standards:*

**EVIDENCE:** a) **Section 3.3.2(G)1:** No persons shall be engaged in a home occupation other than persons occupying the subject property as their residence; provided, however that up to a maximum of one (1) person who does not occupy the property as their residence may be employed as part of the home occupation where one (1) additional off-street parking space is provided, in addition to off-street parking otherwise required pursuant to Section 6.1, Off-street Parking.

- i) The Easy Bee Farmstand is owned and operated by the resident and intends to employ 3 people who do not live on the property. By applying for a CUP for a home business (Section 3.3.2(F)), Easy Bee would be allowed to employ up to three persons who do not occupy the subject property (in addition to the one that is allowed by Section 3.3.2 (G) Home Occupation, per the parking requirement below):

Parking requirement breakdown:

4.75 spaces required

2 spaces - 1 primary dwelling unit

1.75 spaces – 1 ADU: per multifamily reqs. 2 br/1.75

1 space - Home Business

6 Spaces Provided

3 in front of Farmstand

3 fit in front of existing Primary Dwelling

- b) **Section 3.3.2(G)2:** All signs shall be in accordance with the requirements of Section 6.5, Signs, of this LUC.
- i) No signage is proposed at this time.
- c) **Section 3.3.2(G)3:** There shall be no visible storage of equipment, materials or vehicles with more than 2 axles.
- i) The subject property has several storage structures on the property that allow for storage of all equipment and materials to be contained within.
- d) **Section 3.3.2(G)4** The home occupation shall be conducted entirely within the principal residential building or within a permitted accessory structure.
- i) The Farmstand is attached to an existing permitted ADU and operations will be conducted within.
- e) **Section 3.3.2(G)5:** No equipment shall be used that creates undue noise, vibration, electrical interference, smoke or particulate matter emission, excessive power demands or odors beyond the property boundaries of the residential lot. Home occupations shall comply with Section 6.12, Operational Performance standards.
- i) As proposed The Farmstand Home Business meets the provisions of section 6.12 – Operational Standards in regards to Noise, Smoke & Particulate Matter, Odorous Matter, Explosives, Flammables, Toxic and Noxious Matter, Vibration, Glare, Refuse and Debris.

The additional vehicles that are expected to visit the property are expected during the daytime and in the event that such additional vehicles are on the subject property after sundown those designated parking spaces would have their headlights shielded by existing vegetation buffers installed on property line to the west. Easy Bee LLC understands that in the event that such neighboring property removes this vegetation that is acting as screening, it will be their responsibility to

create screening on the subject parcel to block a line of sight on the west property line.

**GRAND COUNTY, UTAH**  
**RESOLUTION NO. \_\_\_\_\_ (2022)**

**APPROVING A CONDITIONAL USE PERMIT FOR  
EASY BEE: HOME BUSINESS (FARMSTAND)**

**WHEREAS**, the previously named Grand County Council (“County Council”) adopted the Grand County General Plan (“General Plan”) on April 6, 2004, with Resolution No. 2654, as amended by Resolution No. 2976;

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

**WHEREAS**, Easy Moab, LLC (“Owner”) is the owner of record of real property known as Parcel No. 02-011A-0002 located in Grand County, Utah and described specifically as follows:

Lot 11-B, Amended Lot 11 of All American Acres Subdivision, According to the Official Plat Thereof. Recorded April 22, 2008 in Book 726 at page 27 as entry No. 485561. Excepting therefrom all coal and other minerals that have been previously reserved or transferred in prior documents.

**WHEREAS**, the property consists of approximately one acre of residential and agricultural land located at 4051 Easy Street in Grand County, Utah;

**WHEREAS**, the subject property is zoned Rural Residential (RR) as more specifically described in LUC Section 2.5;

**WHEREAS**, the Owner has submitted a conditional use permit application for a Home Business and associated Farmstand to include exterior retail space and internal preparation space for the sale of agricultural goods grown on the subject property;

**WHEREAS**, an existing milking dairy will be renovated into the Farmstand, which shares a wall with the ADU, residential use of which is protected by the Deed Restriction recorded in the real property records of Grand County, Utah at Entry No. 505476 which prohibits the use of the ADU for nightly rentals or for commercial purposes;

**WHEREAS**, the Owner has met the requirements of the LUC for the RR zone district, the Conditional Use Permit criteria, including provisions to mitigate potential detrimental impacts per LUC Section 9.10.6 Conditions of Approval, as well as the use-specific standards for Home Businesses per Section 3.3.2 (F), as submitted;

**WHEREAS**, the County Commission has considered evidence and testimony presented with respect to the subject application, including possible detrimental impacts and how to mitigate them.

**NOW THEREFORE BE IT RESOLVED**, that the Grand County Commission hereby approves the Conditional Use Permit for Easy Bee Home Business and Farm Stand as illustrated on the Site Plan dated January 28, 2022 from Peggy Hosmer Architect, attached as Exhibit “A” with the following conditions of approval:

1. To minimize the impact of noise and prevent excessive light from the operation of the home business, the Easy Bee Farmstand shall be open to the public for business during designated daylight hours, between sunrise and sunset; and
2. To minimize the impact of traffic along Easy Street and parking onsite, Easy Bee Farmstand shall manage business activities throughout the day in such a manner to distribute the amount and flow of traffic related to the business.

**APPROVED** by the Grand County Commission in open session this 15th day of March 2022 by the following vote:

*Those voting aye:* \_\_\_\_\_

*Those voting nay:* \_\_\_\_\_

*Absent:* \_\_\_\_\_

**Grand County Commission**

**ATTEST:**

---

Jacques Hadler, Chairperson

---

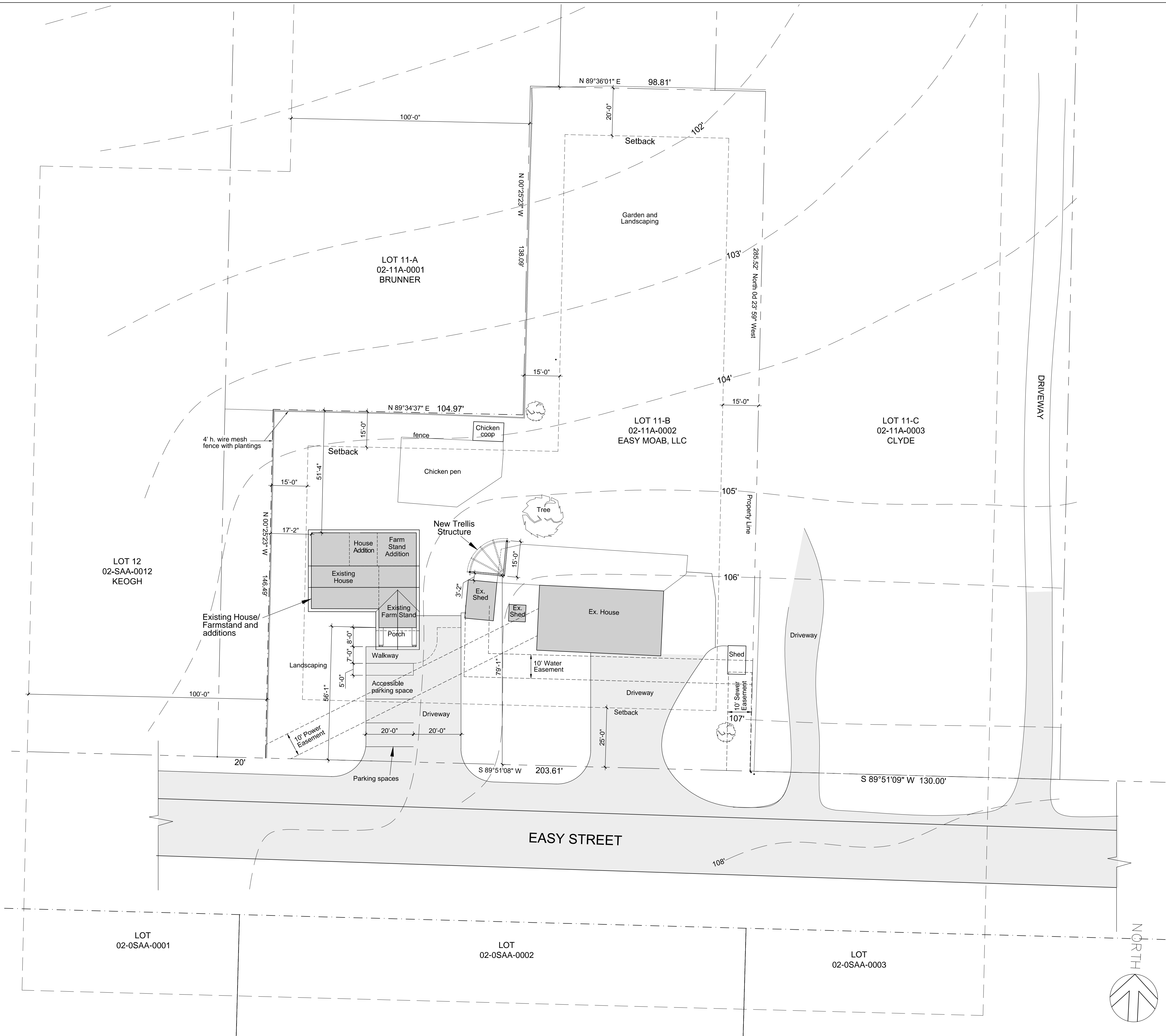
Gabriel Woytek, Clerk/Auditor

**Attached Exhibits**  
Exhibit A: Site Plan

# Preliminary Not for construction

<b>Apartment:</b>	740 sq. ft. (allowable addition 260 sq. ft.)
<b>Apartment addition:</b>	164 sq. ft.
<b>Bathroom to Farmstand:</b>	-49 sq. ft.
<b>Total apartment:</b>	855 sq. ft.
<b>Basement:</b>	532 sq. ft.
<b>Farmstand:</b>	399 sq. ft.
<b>Existing area:</b>	228 sq. ft.
<b>Farmstand addition:</b>	49 sq. ft.
<b>Bathroom from apartment:</b>	676 sq. ft.
<b>Total farmstand:</b>	676 sq. ft.
<b>Lot Area:</b>	43,575 sq. feet, or 1 acre

## Floor and Lot Areas



## Notes

## Site Plan

1" = 20' 1

Rev. Date: 12/27/21 Issue: Planning submittal

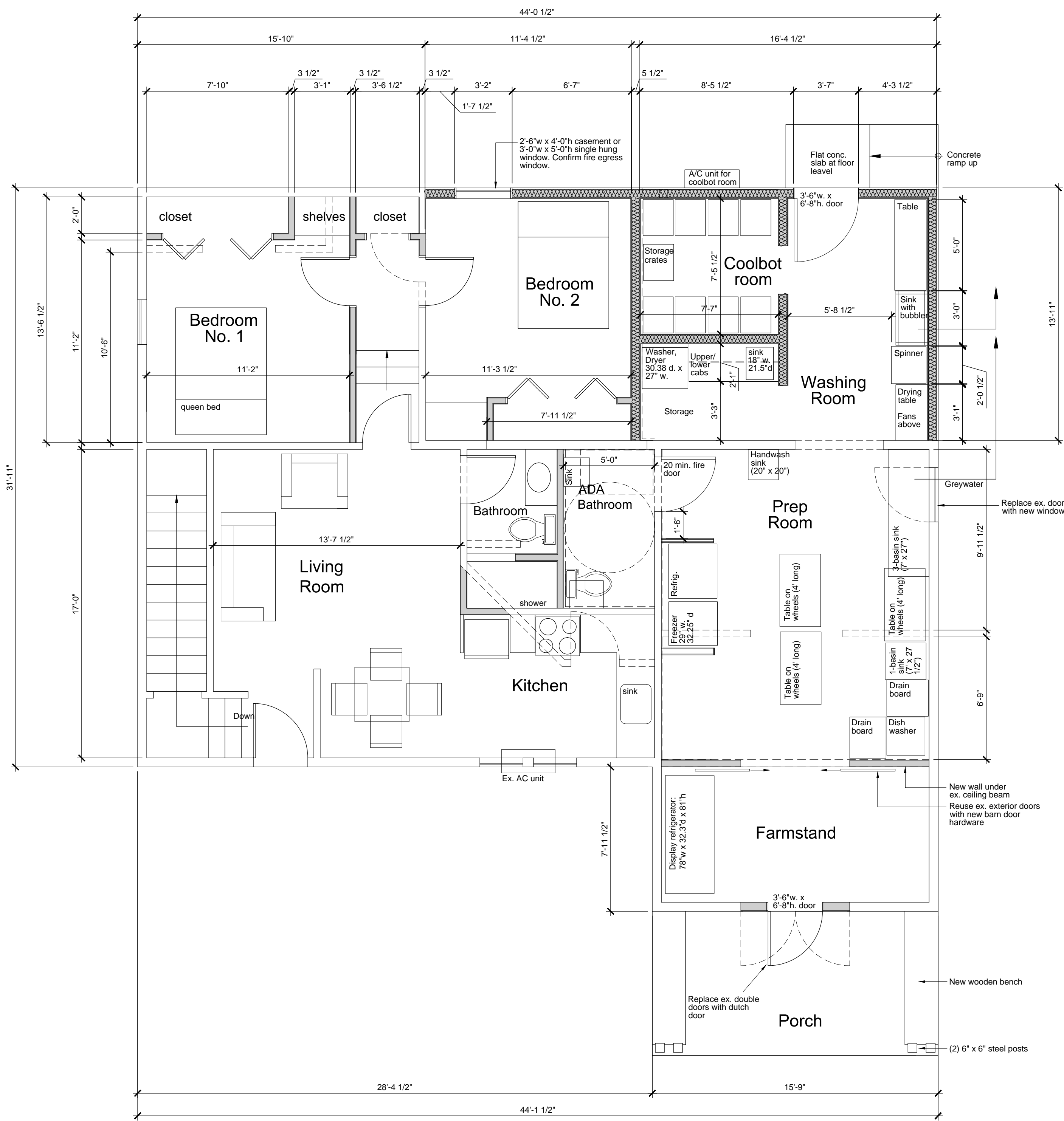
Peggy Hosmer, Architect  
66 South 400 East  
Moab, UT 84532

## Site Plan Notes

**Easy Bee Farms**  
4051 Easy Street  
Moab, Utah

# A-1

# Preliminary Not for construction

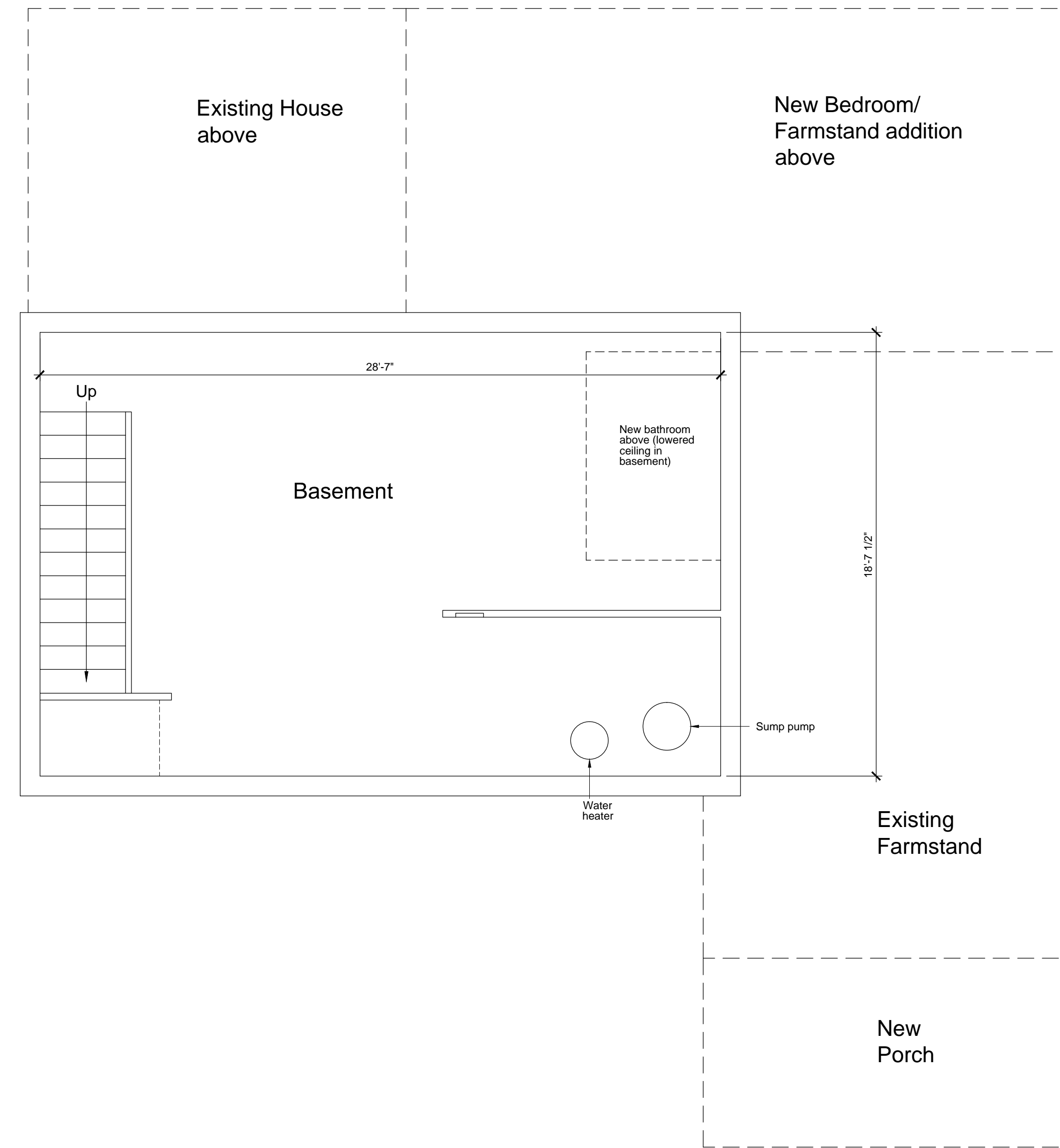


First Floor Plan

1/4" = 1'-0"

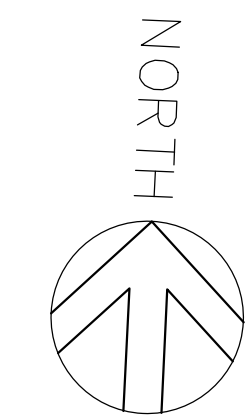
1

Basement Plan



1/4" = 1'-0"

2



Rev. Date: Issue:  
12/27/21 Planning  
submittal

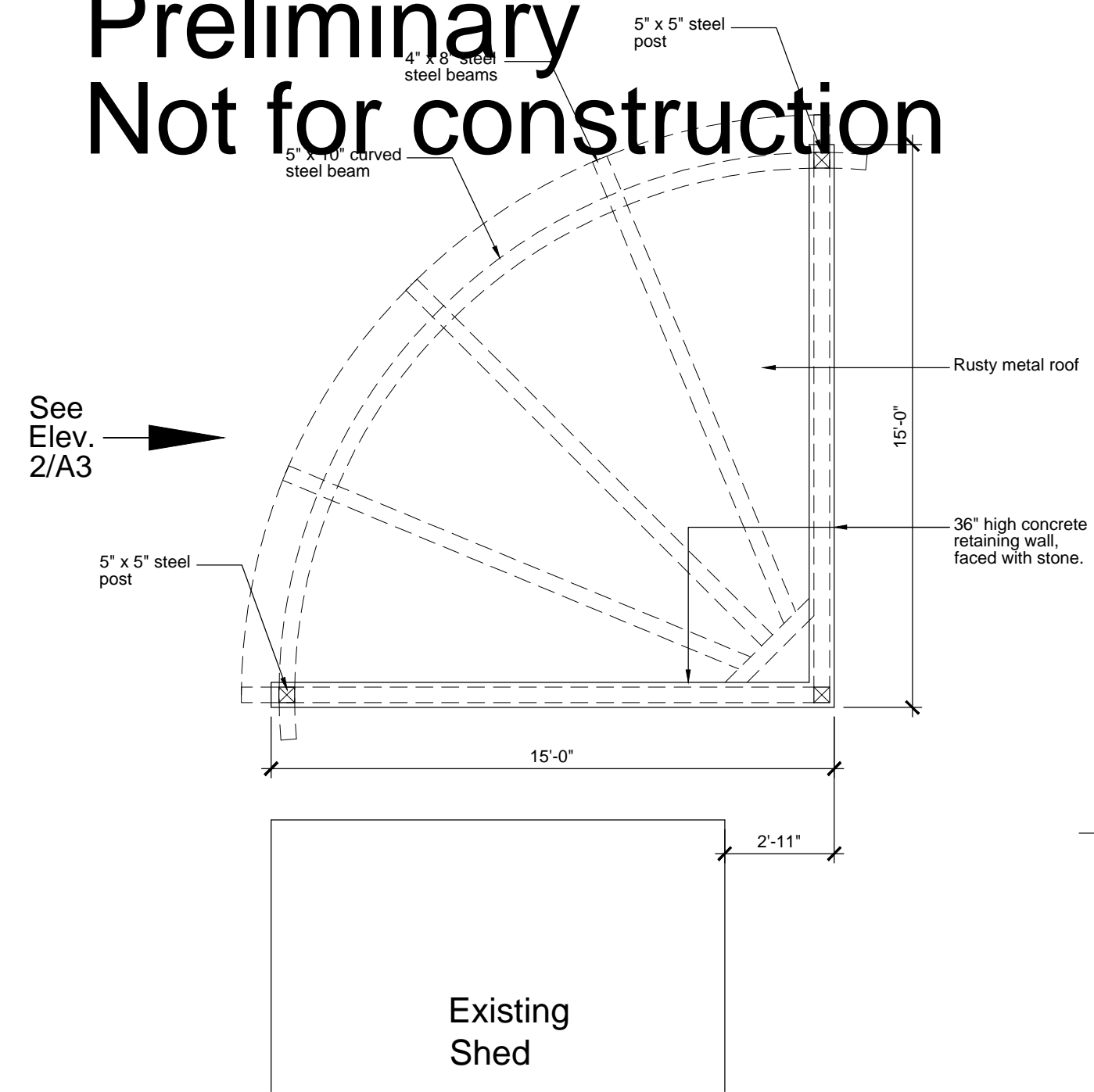
Peggy Hosmer, Architect  
66 South 400 East  
Moab, UT 84532

Floor Plans

Easy Bee Farms  
4051 Easy Street  
Moab, Utah

A-2

**Preliminary  
Not for construction**



Trellis Plan

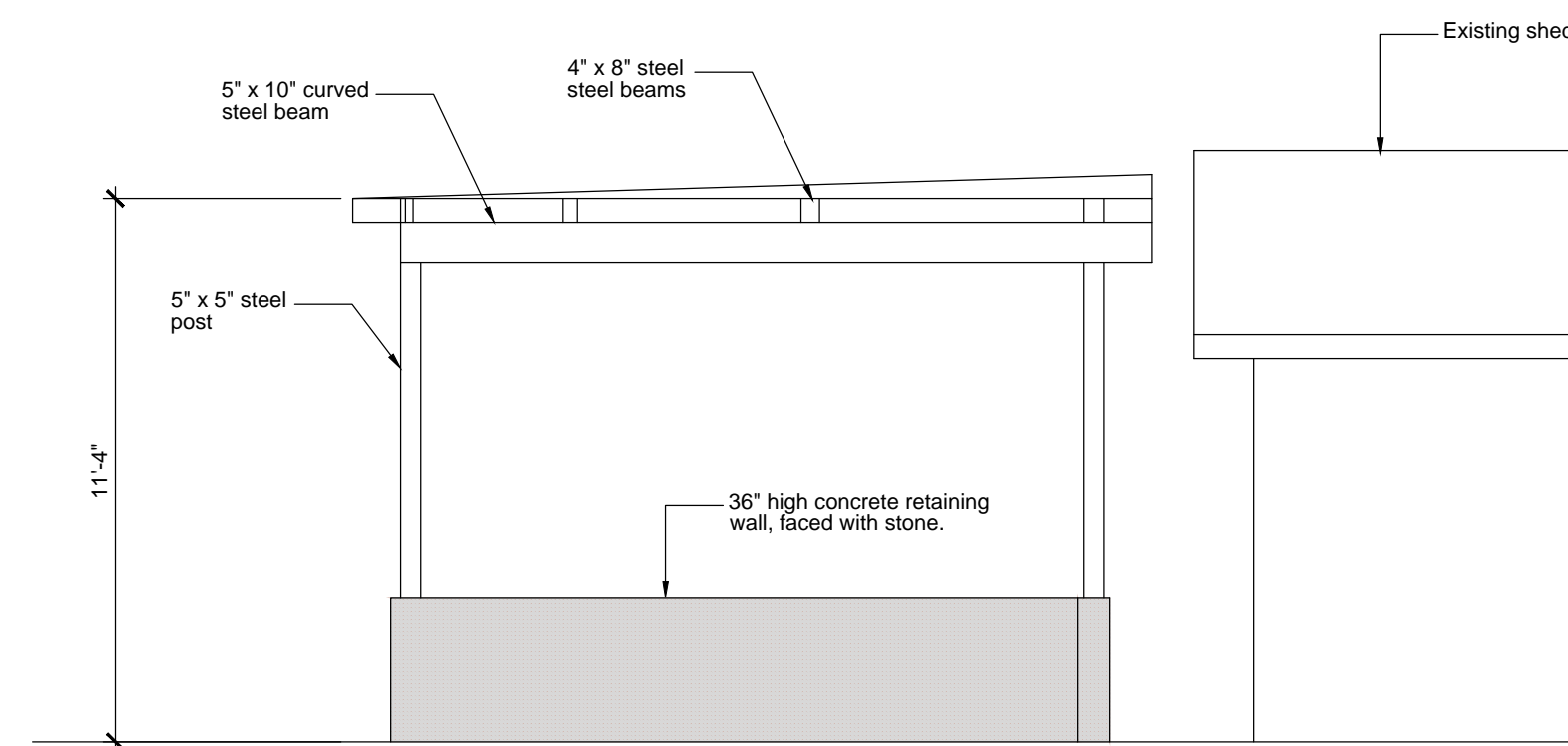
1/4" = 1'-0"

1

Trellis Elevation

1/4" = 1'-0"

2



Front

House Elevation

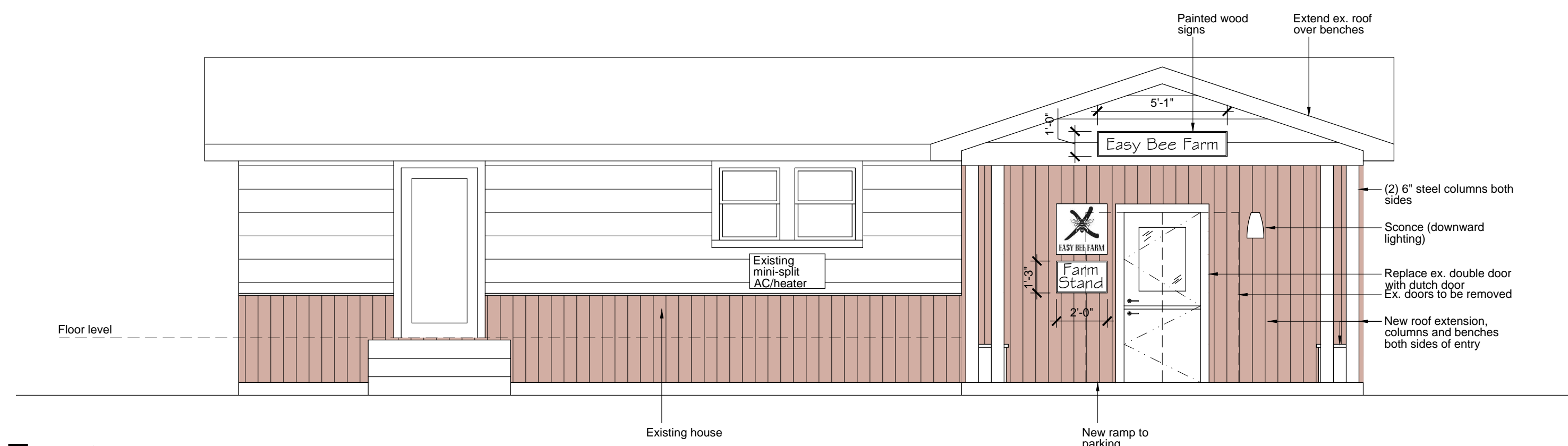
1/4" = 1'-0"

3

House Elevation

1/4" = 1'-0"

4

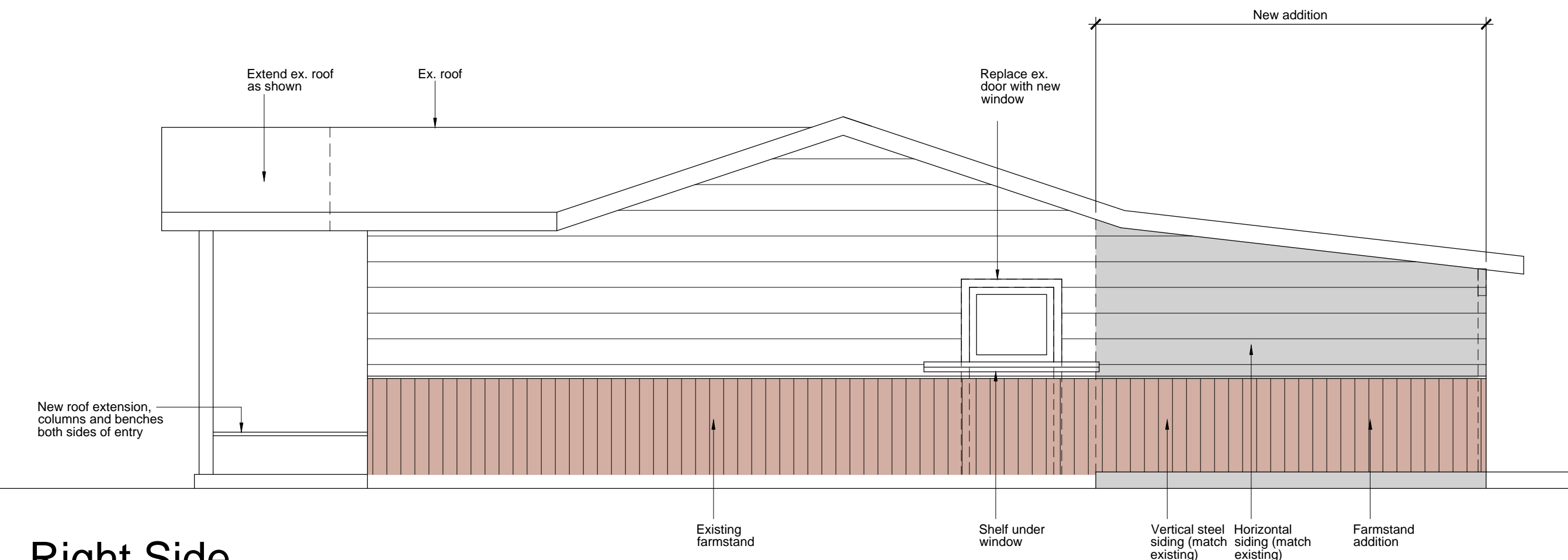


Right Side

House Elevation

1/4" = 1'-0"

4



Rear

House Elevation

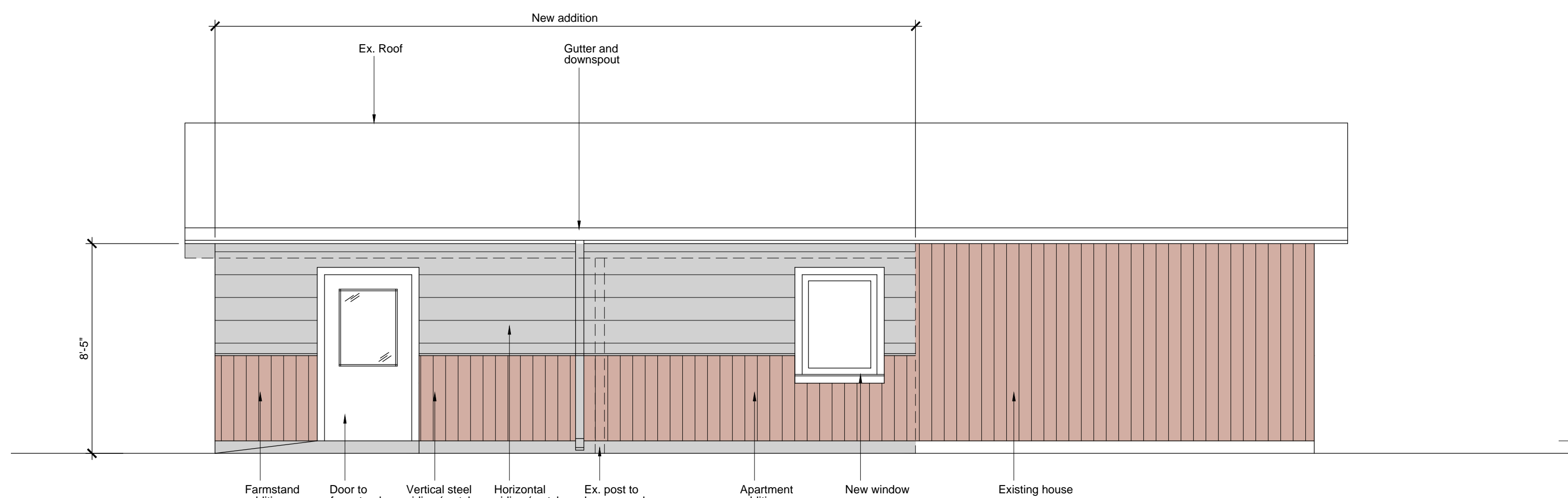
1/4" = 1'-0"

6

House Elevation

1/4" = 1'-0"

6

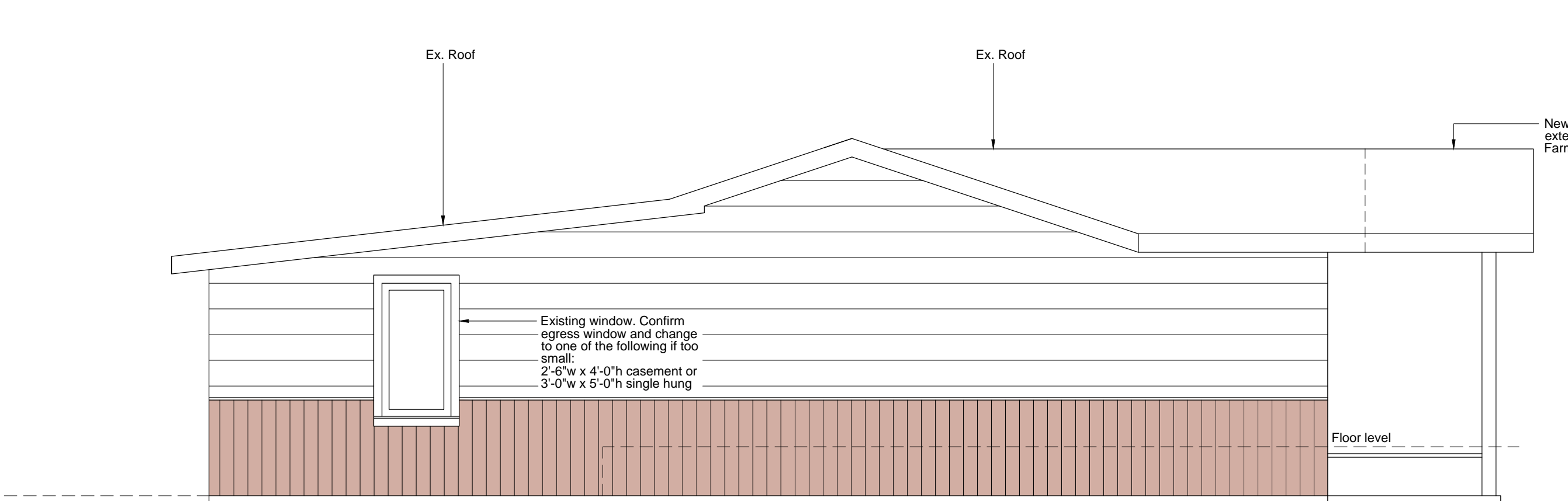


Left Side

House Elevation

1/4" = 1'-0"

6



Rev. Date: Issue:  
12/27/21 Planning  
submittal

Peggy Hosmer, Architect  
66 South 400 East  
Moab, UT 84532

Exterior  
Elevations,  
Trellis Plan

Easy Bee Farms  
4051 Easy Street  
Moab, Utah

A-3

## Easy Bee Farm Stand Conditional Use Criteria

A. Easy Bee Farm Stand is located at 4051 Easy Street. Easy Bee Farm is a Community Supported Agriculture regenerative small market farm. It cultivates three acres of land in Spanish Valley using organic practices, water conservation, and shelter-belt plantings to provide pollinator habitat. Easy Bee Farm provides fresh nutrient-dense vegetables for fifty CSA members, Moonflower Market, and several local restaurants.

A farm stand in Spanish Valley will add to the health, welfare, and safety of the surrounding neighborhoods and enhance all purposes of the Rural Residential Zone. The farm stand will enable customers to pick up produce more conveniently. Growing fresh food reconnects people to the land and each other. The farm stand will create a wholesome and traditional community experience in quiet and peaceful surroundings. The vegetation will buffer sound and provide wildlife habitat. The plants will capture water and return it to the soil.

Regenerative agriculture is a conservation and rehabilitation approach to food production and farming systems. It focuses on topsoil regeneration, increasing biodiversity, improving the water cycle, enhancing ecosystem services, supporting bio sequestration, increasing resilience to climate change and strengthening the vitality of farm soil. Easy Bee Farm provides workshops and learning experiences for others who are interested in growing their own food.

B. Easy Bee Farm Stand will utilize an existing farm building. The farm stand will remain an organic part of the neighborhood and not change the look or feel of the area. The farm stand will match the character of the area in scale, height, landscaping and screening. The building footprint will not change.

C. The farm stand will not increase impacts on Easy Street. Agricultural use is a rural residential activity and currently exists in the area. The activities of the Easy Bee Farm Stand will create commerce and conserve the rural residential lifestyle. It will provide full-time and part-time employment.

D. The farm stand will not impact existing infrastructure negatively. The sewer system for the building was connected to GWSSA in December 2021. The water for the building is provided by a 200' water well that is tested annually (Water Right No. 05-1118, adjudicated 2019).

E. A farm and a farm stand are consistent with the purposes of the Land Use Code, and the General Plan and county statutes.

F. The Farm Stand will not require additional land area to operate.

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**MARCH 15, 2022**

Agenda Item: E

<b>TITLE:</b>	Approving Voluntary Appointment to the EMS Special Service District Board
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Commission liaison to the Board

Prepared By:

**SUGGESTED MOTION**

I move to approve the appointment of [redacted] to serve on the EMS Special Service District Board, with term expiring December 31, 2022.

**BACKGROUND:**

The EMS Special Service District Board met in an open meeting on March 15, 2022, reviewed all applications submitted and interviewed all qualified applicants for one approaching vacancy. The Board voted to forward the recommendation of applicant [redacted] to the County Commission for appointment, with term expiring December 31, 2022.

**FOR OFFICE USE ONLY:**

Attorney Review:

N/A

In signing the application prospective Board Members agree to abide a Conflict of Interest Ordinance No. 593 (2019).

**Attachment(s):**

1. Board recommendation letter

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**MARCH 15, 2022**

Agenda Item: F

<b>TITLE:</b>	Approving Voluntary Appointment to the Canyonlands Health Care Special Service District Board
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Commission liaison to the Board

Prepared By:

**FOR OFFICE USE ONLY:**

Attorney Review:

N/A

**SUGGESTED MOTION**

I move to approve the appointment of Lou Irby to serve on the Canyonlands Health Care Special Service District Board, with term expiring December 31, 2025.

**BACKGROUND:**

The Canyonlands Health Care Special Service District Board met in an open meeting on March 10, 2022, reviewed all applications submitted and interviewed all qualified applicants for one approaching vacancy. The Board voted to forward the recommendation of applicant Lou Irby to the County Commission for appointment, with term expiring December 31, 2025.

In signing the application prospective Board Members agree to abide a Conflict of Interest Ordinance No. 593 (2019).

**Attachment(s):**

1. Board recommendation letter

**CANYONLANDS HEALTH CARE SPECIAL SERVICE DISTRICT**  
450 West Williams Way  
Moab UT 84532

March 11, 2022

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

**Re: Canyonlands Health Care Special Service District Board Appointment Recommendation**

Dear Grand County Commission:

The Canyonlands Health Care Special Service District (CHCSSD) received 1 application for 1 open vacancies. The Canyonlands Health Care Special Service District met in an open meeting on March 10<sup>th</sup>, 2022 and interviewed candidate Lou Irby.

On March 10<sup>th</sup>, 2022 the Canyonlands Health Care Special Service District board met in an open meeting and voted unanimously to recommend to the Commission to appoint Lou Irby for a term ending December 31, 2025.

Please let me know if you have any questions.

Thank you for your consideration.

Sincerely;

Tim McGInty  
CHCSSD Vice Chair

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**MARCH 15, 2022**  
 Agenda Item: G

<b>TITLE:</b>	Approving Commission Office Manager job title change to Commission Coordinator
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Mallory Nassau, Commission Administrator

Prepared By:

**FOR OFFICE USE ONLY:**  
 Attorney Review:

**SUGGESTED MOTION:**

**I move to approve the retitle of the Commission Office Manager to Commission Coordinator.**

**BACKGROUND:**

**The point of the job title change is to more accurately reflect the public/community perception of the duties of the role.**

**ATTACHMENT(S):**

**OFFICIAL MID-TERM VACANCY NOTICE  
GRAND COUNTY COMMISSION**

Notice is hereby given of a Grand County Commission midterm vacancy. Effective March 4<sup>th</sup>, 2022, Gabriel Woytek resigned from the Grand County Commission in order to assume the position of Grand County Clerk/Auditor. The term of March 4, 2022 - January 2, 2023 for an at-large seat on the Grand County Commission will be filled by appointment. Any persons interested in declaring their intent to be considered for appointment to the Commission vacancy may submit a letter of intent and resume to the office of the Grand County Clerk beginning Friday, March 18<sup>th</sup> and ending Friday, April 1<sup>st</sup>. The Grand County Clerk's Office is located at 125 E Center, Moab, UT, 84532.

WITNESS MY HAND SEAL THIS 15<sup>th</sup> DAY OF MARCH, 2022.

Gabriel Woytek,

Grand County Clerk/Auditor

Published in Times Independent March 17th, 2022

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**MARCH 11, 2022**  
 Agenda Item: I

<b>TITLE:</b>	Approving Grand County face covering policy
<b>FISCAL IMPACT:</b>	n/a
<b>PRESENTER(S):</b>	Mallory Nassau, Commission Administrator

Prepared By:

**FOR OFFICE USE ONLY:**  
 Attorney Review:

**SUGGESTED MOTION:**

I move to approve repealing and replacing the Grand County Face Covering Policy effective March 11, 2022.

**BACKGROUND:**

The proposed Face Covering Policy update takes into account the CDC recommendations.

**ATTACHMENT(S):**

- Draft Face Covering Policy

## GRAND COUNTY POLICY ON THE USE OF FACE COVERINGS

As of February 25, 2022, the Centers for Disease Control and Prevention ("CDC") announced relaxed face covering recommendations. Under the new guidance, individuals residing in communities in low or moderate risk, based on CDC COVID-19 risk metrics, do not need to wear face coverings. Face coverings are strongly encouraged for communities at a high risk level. The new guidance emphasizes that individuals should still wear face coverings if they wish or are personally at high risk. The following policy aligns with CDC guidelines for face coverings.

In accordance with this new guidance, the following face covering policy shall be effective March 15, 2022.

### 1. Definitions

- a. "County employee" means a full-time, part-time, or seasonal employee of Grand County.
- b. "County facility" means a building or structure occupied or controlled by Grand County.
- c. "Face covering" means a mask that completely covers the individual's nose and mouth, is made of tightly woven synthetic or natural fabrics, and fits snugly against the nose and sides of the face and under the chin. "Face covering" does not include a mask with an exhalation valve, vent, or other hole or opening, or a mask that is crocheted or made of lace, mesh, or similar open web-like construction or material.
- d. "High level" means COVID-19 admissions per 100,000 population (7-day total)  $\geq 20$ , and percent of staffed inpatient beds occupied by COVID-19 patients (7-day average)  $\geq 15\%$ .
- e. "Low level" means COVID-19 admissions per 100,000 population (7-day total)  $<10$  and percent of staffed inpatient beds occupied by COVID-19 patients (7-day average)  $<10\%$ .
- f. "Moderate level" means COVID-19 admissions per 100,000 population (7-day total) 10-19.9%, and percent of staffed inpatient beds occupied by COVID-19 patients (7-day average) 10-14.9%.
- g. "CDC metrics" means three metrics assessed to determine County specific transmission levels (COVID-19 admissions per 100,000 population in the past 7 days, the percent of staffed inpatient beds occupied by COVID-19 patients, and total new COVID-19 cases per 100,000 population in the past 7 days).

## 2. Face Coverings

- a. Individuals are not required to wear face coverings in County facilities when at the low and moderate risk levels, unless otherwise superseded by department policy or federal law.
- b. Individuals are strongly encouraged to wear face coverings in County facilities when at the high risk level, regardless of vaccination status.
- c. Individuals that are personally at high risk or with a preference to wear face coverings are encouraged to wear face coverings.
- d. Individuals who are positive for COVID-19 are required to wear face coverings regardless of vaccination status and local risk levels. Individuals who are experiencing COVID-19 symptoms or recently exposed to someone with COVID-19 are strongly encouraged to wear face coverings and get tested regardless of vaccination status and local risk levels.

## 3. Signage

Department Heads shall post conspicuous signage in the workplace that specifies the following:

- a. Asks individuals with symptoms of COVID-19 to stay at home.
- b. Recommend that individuals wear face coverings when at a high risk level.
- c. Asks individuals to maintain six feet of distance when possible.

## 4. Other

- a. The County is permitted to require employees to stay at home if the employee is experiencing COVID-19 symptoms.
- b. The County is permitted to ask for a doctor's note certifying fitness for duty to return to work.

This policy will remain in effect until rescinded or amended.

GRAND COUNTY COMMISSION

---

Jacques Hadler, Chair  
Grand County Commission

**CONSENT AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**

March 15, 2022

Consent Agenda Items: J-P

<b>TITLE:</b>	<p>J. Ratifying the Chair's signature on the Utah Rural County Grant Part B Contract</p> <p>K. Ratifying the Chair's signature on an enterprise agreement renewal and introduction with Environmental Systems Research Institute Inc.</p> <p>L. Ratifying the Chair's signature on a letter to Governor Cox requesting H.B. 146 veto</p> <p>M. Approving local consent for the South Shell Station off-premise beer license</p> <p>N. Ratifying the Chair's signature on a work order and agreement with Jones and DeMille Engineering for the Natural Resources Conservation Service Pack Creek EWP</p> <p>O. Approving Commissioner appointment to the Old Spanish Trail Arena Advisory Board</p> <p>P. Approving letter to the Seven County Infrastructure Coalition regarding the Book Cliffs Highway</p>
<b>FISCAL IMPACT:</b>	See Corresponding Agenda Summaries, if any
<b>PRESENTER(S):</b>	None

**Prepared By:**

QH  
 Commission Office Assistant  
 435-259-1342  
 tcollins@grandcountyutah.net

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**RECOMMENDATION:**

I move to adopt the consent agenda as presented.

**BACKGROUND:**

See corresponding agenda summaries, if any, and related attachments.

**ATTACHMENT(S):**

See corresponding agenda summaries, if any, and related attachments.



Beginning date: February 22, 2022

Ending date: February 22, 2024

- d) Grantee agrees to demonstrate a funding match which may be provided in any combination of:
  - i) a community reinvestment agency;
  - ii) redevelopment agency;
  - iii) community development and renewal agency;
  - iv) private-sector entity;
  - v) nonprofit entity;
  - vi) federal matching grant;
  - vii) county or municipality general fund match; or
  - vii) in-kind match;

and that totals:

- i) 10% match for a county of the sixth class;
  - ii) 20% match for a county of the fifth class;
  - iii) 30% match for a county of the fourth class;
  - iv) 40% match for a county of the third class.
- e) Grantee agrees to:
  - i) create and maintain a functioning County Economic Development Advisory Board (“CED”) as defined in Utah Code section 17-54-104.

**7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:**

Attachment A: Standard Terms and Conditions for Grants Between Government Entities  
Attachment B: Rural County Grant Part B Grant Terms and Conditions  
Attachment C: Project Plan

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

**8. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:**

Grantee’s Application and all governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to, Utah Code § 17-54-101 et seq and Utah Administrative Rule R357-29.

*[The remainder of this page is intentionally left blank]*



**BY SIGNING THIS CONTRACT, GRANTEE HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ, UNDERSTOOD AND AGREES TO THE CONDITIONS OF THIS CONTRACT.**

GRAND COUNTY GOVERNMENT

STATE OF UTAH

By: 

Name: Gabriel Woytek

Title: Chair, Grand County Commission

Date: 2/28/2022

By:  Ryan Starks

Name: Ryan Starks

Title: Managing Director

Date: 2/28/2022

Governor's Office of Economic Opportunity

By:  Kamron Dalton

Name: Kamron Dalton

Title: FINANCE DIRECTOR

Date: 2/28/2022

Governor's Office of Economic Opportunity

By:  PROCESSED BY FINANCE

Name: PROCESSED BY FINANCE

Date: 2/28/2022

Utah Division of Finance  
350 North State Street  
Salt Lake City, UT 84114



**ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GRANTS  
BETWEEN GOVERNMENT ENTITIES Standard Terms and Conditions for Grants between  
Government Entities**

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:

1. **“Contract”** means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
2. **“Grant Money”** means money derived from State fees or tax revenues that are owned, held, or administered by the State.
3. **“Grantee”** means the individual or entity which is the recipient of Grant Money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
4. **“Non-Public Information”** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
5. **“State”** means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
6. **“SubGrantees”** means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee’s agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including Grantee’s manufacturers, distributors, and suppliers.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract. This includes documentation related to Grantee’s performance of the Contract terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. These records shall be retained by Grantee 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. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Contract and to verify that Grantee’s use of the Grant Money is appropriate and has been properly reported.
5. **INDEPENDENT CAPACITY:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of Utah agency effectuating this Contract.
6. **INDEMNITY:** Both parties to this Contract are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
7. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah’s Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee’s employees.
8. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached



to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.

9. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Contract may give rise to for-cause termination.
10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State 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 Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. 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.
11. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.
12. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
13. **PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is actually owed.
14. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
15. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
16. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
17. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
18. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.
19. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
20. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
21. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract signature page(s); (iii) the State's additional terms and conditions, if any; (iv) any other document listed or referenced in Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
22. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
23. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or



enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

24. **ENTIRE AGREEMENT:** This Contract 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.

(Revision date: 21 March 2019)

*[The remainder of this page is intentionally left blank]*



## **ATTACHMENT B: RURAL COUNTY GRANT PART B TERMS AND CONDITIONS**

1. **PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:** The scope of work for this Contract shall be the Grantee's Project Plan as described in Attachment C: Project Plan. Grant funds awarded under this Contract shall be used by Grantee to accomplish the project as described therein.
2. **NATURE OF ENTITY:** The Grantee shall be any county in the state of Utah except for Salt Lake, Utah, Davis, Weber, or Washington counties.
3. **FUNDING:** All Grant funds awarded under this Contract are subject to the following funding conditions:
  - a) Grantee shall not receive any Grant Money until this Contract is fully signed and executed
  - b) Grantee shall submit an invoice for 75% of the Contract Amount to be reimbursed prior to full completion of the Grantee's project.
  - c) Grantee shall submit an invoice for 25% of the Contract Amount to be reimbursed contingent upon completion of the Grantee's project and submission of the Final Report.
  - d) In no event shall payments from the State to Grantee exceed in sum the Contract Amount.
  - e) The final delivery of the Contract Amount shall be distributed as reimbursement for dollars spent by the Grantee within the scope of the Grantee's project.
4. **REQUIREMENTS FOR REIMBURSEMENT OF GRANT FUNDS:** The State shall make available to Grantee an online portal allowing Grantee to make requests for final reimbursement of the outstanding 25% of grant funds. The Compliance Department of the Governor's Office of Economic Opportunity will examine the key elements in Attachment C: Project Plan, including Project Proposal, Scope of Work, Deliverables and Outcomes, Timeline and Budget to determine reimbursement qualification. In addition to documentation relating to the key elements as stated above, Grantee will submit the following documentation upon final reimbursement request:
  - a) A Letter of Request on entity letterhead specifying the amount requested and certifying that the project is fully completed and all project invoices to Grantee have been paid by Grantee. The Letter of Request shall be signed and the accuracy of the information verified by a company officer.
  - b) Copies of all invoices and evidence of payment (i.e. checks, bank statements, loan agreements) for work on the project.
  - c) Documentation of Grantee's contribution to the Project Plan equal to or greater than the matching amount as specified in section 6(d) of the contract.
5. **REIMBURSEMENT REQUESTS:** Requests shall be submitted to the State electronically, to the Program Director in the Center for Rural Development and/or the Compliance Department at Go Utah. A link to the online portal will be sent to Grantee upon the completion of the processing of this Contract. Grantee shall document that all of the grant money received by the Grantee for this project was spent on efforts towards the project.
6. **SCHEDULE OF PAYMENT:** All reimbursements are subject to performance review of goals and benchmarks established by the Grantee's Project Plan. Grant funds shall be disbursed as follows:
  - a) Reimbursement requests received by Go Utah after six (6) months after the Contract End date WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.
  - b) Grant amount is payable within sixty (60) days of a complete request, and only after approval of the completion of the project.
  - c) Successful completion will be determined by the State, based on documentation of completion of goals and benchmarks as outlined in Attachment C, and as defined above.
  - d) In no event shall payments exceed the total Grant amount provided for in this Contract. Funds shall be disbursed within sixty (60) days of the receipt of a complete request from Grantee and approved by the Compliance Department of Go Utah, in cooperation with the program director.
7. **REPORTING REQUIREMENTS:**



On or before September 1 of each year, Grantee shall provide a written report to the State that describes the following information:

- a) The amount of Grant Money the county has received;
- b) How the Grant Money has been distributed by the county, including:
  - i. What companies or entities have utilized Grant Money;
  - ii. How much Grant Money each company or entity has received; and
  - iii. How each company or entity has used the Grant Money;
- c) An evaluation of the effectiveness of awarded grants in improving economic development in the county, including:
  - i. the number of jobs created;
  - ii. the infrastructure that has been created; and
  - iii. the capital improvements in the county;
- d) How much matching money has been utilized by the county and what entities have provided the matching money; and
- e) Any other reporting, auditing, or post-performance requirements established by the State.

With request for final payment, Grantee shall submit a Final Report to the State. The Final Report shall address the following:

- a) Assurances that all monies paid to the Grantee were used towards completion of the project outlined in Attachment C: Project Plan;
- b) A description and itemized report detailing how key activities and commitments were accomplished and identifying the deliverables with performance measures as outlined in Attachment C: Project Plan.

8. **SITE VISITS:** The State reserves the right to visit the Grantee's operations, the project site, and other facilities related to the project. Grantee agrees to allow State access to such sites and facilities as agreed, upon reasonable notice to Grantee.
9. **ACCESS TO DATA:** At State's request Grantee shall allow State access to data and information about the project to assess progress and ensure that grant funding is being spent on the project specified within the Grantee's Project Proposal.
10. **AUDIT:** Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant. Grantee shall make available for audit and inspection the records of expenditures relating to this Contract until all State audits are completed or for period of up to five (5) years from the date of this Contract. Grantee shall refund to the State any grant funds spent that did not meet the requirements of this Contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.
11. **STATE CONTACT PERSON:** The State designates the current Associate Director of the Center for Rural Development at Go Utah or their successor and the Department Program Coordinator, as the contact persons at the Utah Governor's Office of Economic Development to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.
12. **EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the grant funding and of the activities covered by this Contract, including achievement of goals and benchmarks, location of entity, and achievement of outcomes, economic development, and job creation. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. Grantee agrees to allow the State or its representatives, access to and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.
13. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this Contract and pay no further funds, in the event that Grantee breaches any of the terms of this Contract.



14. **ATTRIBUTION:** Grantee shall make appropriate and reasonable efforts to ensure that the Go Utah is recognized as a partner in the Project. Such efforts may include recognition of the office in fundraising materials, use of the Go Utah name and official logo, and other appropriate attribution for the funding made possible by the office.

*[The remainder of this page is intentionally left blank]*



## ATTACHMENT C: PROJECT PLAN

### PROJECT PROPOSAL:

Grand County requests \$300,000 in Rural County Grant Part B funding to provide predevelopment and site control financing to the Housing Authority of Southeastern Utah (HASU) to develop its thirty-two unit “Skyline Arch” development of affordable workforce housing at the Arroyo Crossing subdivision.

The Arroyo Crossing development is located in Grand County and, when built out, will provide three hundred units of stable, affordable housing to Grand County’s local workforce. The Moab Area Community Land Trust (MACLT) received a donation of forty-one acres of undeveloped land in 2018. In 2019, MACLT was awarded \$4.4M in New Market Tax Credits (NMTCs), making low-cost financing available to construct the infrastructure improvements needed to serve the first phase of the project’s eventual three hundred housing units and three neighborhood commercial sites. The land donation, NMTCs, and perpetual ownership of land by MACLT significantly reduce the cost of development and eventual homeownership for tenants and residents. The project is restricted to households that earn less than 120% of the Area Median Income (AMI) (estimated at \$74,033 for Grand County in 2021) and live and work in the Moab community. Upon completion, Arroyo Crossing’s housing portfolio will offer a mix of single-family homes, twin-homes, townhomes, and apartments; it is developed in partnership with Grand County, HASU, MACLT, and other local for-profit and not-for-profit developers. With the ability to house approximately one thousand residents and workers, the completed Arroyo Crossing project will provide housing solutions for nearly a fifth of Moab’s population.

Though housing at Arroyo Crossing will support Grand County’s business retention efforts, it will also create new opportunities for business expansion. The commercial spaces will further address the needs of our community by providing services such as a daycare facility, a neighborhood grocery store, and office space for MACLT and other small businesses, which will create new jobs in the community. Funds from the Rural County Grant will allow HASU to perform predevelopment work and secure a 2.35-acre parcel from MACLT, catalyzing the development of Skyline Arch’s thirty-two affordable housing units. These housing units will be restricted to families earning less than 60% AMI, though HASU predicts the typical family of four served will make around 45% AMI, or about \$33,345 per year. Those served include employees of Moab’s robust tourism industry, such as those working in food services; overnight accommodations; retail trade; arts, entertainment, and recreation; and real estate rentals and leasing. Collectively, these tourism-related sectors account for more than 54% of Grand County’s economy and comprise the backbone of its workforce. Additionally, all units will be deed-restricted to ensure that the units remain available and affordable to local workforce participants while they live at Skyline Arch. Rentals will be priced affordably, ranging from \$556 to \$964 per month. These one-, two- and three-bedroom units will provide the means for Moab’s businesses to maintain their workforces and pursue development and expansion.

### SCOPE OF WORK:

Through the use of Rural County Grant funds, HASU will be able to accomplish many predevelopment steps and acquire the land necessary for future construction. The creation of schematic designs and other essential predevelopment expenses outlined in the budget narrative and supplemental budget will enable HASU to submit a development proposal to MACLT in the early spring of 2022, followed by an application for Low Income Housing Tax Credits (LIHTC) in April of 2022. This will position HASU to begin construction on Skyline Arch at Arroyo Crossing the following spring, with units becoming available for residents in April of 2024. While funding for this project will largely come from tax credits and loans, funds for the acquisition of land from MACLT are pivotal to beginning this project and ensuring its success.



HASU's pre-development actions, land deposit, and land site control costs will be supported by this grant. HASU will leverage a conventional loan, an Olene Walker Housing Loan Fund (OWHLF) loan, and equity raised from the sale of LIHTCs to fund the majority of its Skyline Arch development. Utilizing these funding sources, HASU will raise substantial funds for the project's required match (\$60,000) as well as future financial commitments for the project.

At completion, HASU will have constructed sustainable, permanently affordable, high-quality housing opportunities for thirty-two households who are employed at businesses throughout Grand County.

#### **DELIVERABLES AND OUTCOME:**

The primary economic development goal of this project is to accelerate the development of permanently affordable housing to address the workforce shortages faced by businesses across all sectors in Grand County. By providing secure and affordable housing for an already-in-place workforce, this project not only works to support the retention of existing Grand County businesses but provides them opportunities to develop, expand, and diversify. The Skyline Arch project and the entirety of the Arroyo Crossing development offer an effective opportunity to "make housing solutions part of our state's economic strategy," aligning with the vision outlined in the Governor's Fiscal Year 2023 Budget Recommendations.

The benchmark for this project will be the completion of the following predevelopment activities: an appraisal and market study, an environmental update, a survey (including topography, boundaries, and easements), geotechnical testing (also referred to as a "soils report"), the beginning stages of architecture and engineering, LIHTC financial consulting, the payment of tax credit application fees, and a land deposit. As only some architecture and engineering can be completed in the predevelopment phase of a housing project, HASU will provide an architecture and engineering contract specifying the planned expenditure of grant and match funds to meet its completion requirement.

Funds provided through the Rural County Grant will move the project forward with the aims of unit construction in the spring of 2023 and leasing in the spring of 2024. These funds will also allow MACLT to reduce the principal balance on their infrastructure development loan significantly. This in turn will reduce the interest MACLT will pay on its debt, hastening its ability to pursue future phases of development and increasing future opportunities for affordable housing development.

#### **TIMELINE:**

Grand County anticipates that line items 1-8 in the following Budget table will be completed by late September of 2022. Once these items are complete, land site control (line item 9) will be completed in October.

#### **BUDGET:**

\$300,000 from the grant will be applied towards the predevelopment steps outlined in the scope of work. These include:

- 1) an appraisal and market study to substantiate the land value and demand for the project, budgeted at \$8,000;
- 2) an update of the original environmental study, confirming that the site does not contain toxic contamination, budgeted at \$3,500;



- 3) a site survey to provide topography, boundaries and easements inform the work of the design team (architects and engineers), budgeted at \$5,500;
- 4) a geotechnical investigation which provides the necessary information on the site's soil composition to design the buildings' structural systems, budgeted at \$6,500;
- 5) overall architectural and engineering services, budgeted at \$167,400;
- 6) consulting services to assist in completing the applications for tax credits and other financing, budgeted at \$50,000;
- 7) the payment of tax credit application fees, budgeted at \$25,000; and,
- 8) an initial land deposit of \$19,200. Following the completion of items 1-8, HASU will leverage the remaining balance of the Rural County Grant (\$75,000) to
- 9) secure site control of the land at Arroyo Crossing.

Preliminary design work must be included in tax credit applications and is also required by MACLT to reserve the site while HASU secures the financing commitments needed to complete the Skyline Arch development. The remainder of the design costs are incurred only after the LIHTC and OWHLF resources are committed to the project, but final construction drawings must be completed before the debt and equity resources are actually available to the project.

HASU is prepared to allocate \$2,500 to its appraisal and market study, \$3,500 to its environmental update, \$14,400 to architecture and engineering, \$18,000 to financial consulting, \$2,500 to tax credit application fees, and will fund the entirety of the land deposit (\$19,200). These figures add up to a 20% match at \$60,100, meeting the 20% match requirement for fifth class counties.

**State of Utah  
 Governor's Office of Economic  
 Opportunity  
 Rural County Grant Part B-Competitive  
 Award Budget**

**County:** Grand  
**Fiscal Year:** 2022

Count	Economic Development Project or Activity	Grant Fund and Match Total	\$ 300,000.00	20%	Pre-benchmark phase
			Quantity of Grant Funds to be Used	Matching Fund Contribution (HASU)	
1	Appraisal & Market Study	\$8,000.00	\$5,500.00	\$2,500.00	
2	Environmental Update	\$3,500.00	\$0.00	\$3,500.00	
3	Survey (topography, boundaries and easements)	\$5,500.00	\$5,500.00	\$0.00	
4	Geotechnical Testing (Soils Report)	\$6,500.00	\$6,500.00	\$0.00	
5	Execute an agreement for overall architectural and engineering services	\$167,400.00	\$153,000.00	\$14,400.00	



6	Financial Consulting (LIHTC)	\$50,000.00	\$32,000.00	\$18,000.00
7	Tax Credit Application Fees	\$25,000.00	\$22,500.00	\$2,500.00
8	Land Deposit	\$19,200	0	\$19,200.00
9	Land Site Control	\$75,000.00	\$75,000.00	\$0.00
		\$	\$	\$
		360,100.00	300,000.00	60,100.00

**\*HASU = Housing Authority of  
Southeastern Utah**





Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853 Fax: (909) 307-3049  
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
**Quote is valid from: 12/20/2021 To: 3/20/2022**

## Quotation # Q-460006

Date: December 20, 2021

Customer # 181927 Contract #

County of Grand  
 125 E Center St  
 Moab, UT 84532-2429

ATTENTION: Matt Cenicerros  
 PHONE: 435-259-1393  
 EMAIL: mcenicerros@grandcountyutah.net

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 2	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 3	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				

Subtotal:	\$82,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$82,500.00</b>

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:**

Bryn Brum

**Email:**

bbrum@esri.com

**Phone:**

(909) 793-2853 x8245

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

BRUMB

**This offer is limited to the terms and conditions incorporated and attached herein.**

**Esri Use Only:**

Cust. Name \_\_\_\_\_

Cust. # \_\_\_\_\_

PO # \_\_\_\_\_

Esri Agreement # \_\_\_\_\_



**SMALL ENTERPRISE AGREEMENT  
COUNTY AND MUNICIPALITY GOVERNMENT  
(E214-1)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
List of Products**

**Uncapped Quantities****Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced  
ArcGIS Desktop Standard  
ArcGIS Desktop Basic  
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup (Advanced and Standard)  
ArcGIS Monitor  
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Engine  
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics  
ArcGIS Runtime (Standard)  
ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
Two (2) ArcGIS CityEngine Single Use Licenses  
50 ArcGIS Online Viewers  
50 ArcGIS Online Creators  
10,000 ArcGIS Online Service Credits  
50 ArcGIS Enterprise Creators  
2 ArcGIS Insights in ArcGIS Enterprise  
2 ArcGIS Insights in ArcGIS Online  
5 ArcGIS Tracker for ArcGIS Enterprise  
5 ArcGIS Tracker for ArcGIS Online  
2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)  
2 ArcGIS Utility Network User Type Extensions (Enterprise)  
2 ArcGIS Trace Network User Type Extensions (Enterprise)

**OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	<b>2</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>2</b>
Maximum number of sets of backup media, if requested*	<b>2</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

Grand County

(Customer)

By: Gabriel Woytek  
Authorized Signature

Printed Name: Gabriel woytek

Title: Grand County Commission Chair

Date: 3/3/2022

**CUSTOMER CONTACT INFORMATION**

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



**GRAND COUNTY COMMISSION**  
**Gabriel Woytek (Chair) · Jacques Hadler (Vice Chair)**  
**Evan Clapper · Trish Hedin · Mary McGann**  
**Sarah Stock · Kevin Walker**

March 8, 2022

Dear Governor Cox,

As you know, HB146 (originally “Food Truck Licensing Amendments”) was amended three days before the General Session ended to include provisions targeted specifically at Grand County and the City of Moab. We hope that you will veto HB146 (now “Local Licensing Amendments”) for the following reasons:

- The substantive amendments to HB146 were proposed late, after committee hearing, **without any meaningful opportunity for discussion or debate - by Grand County or the Utah Legislature.**
- Moab is the only community in Utah in which popular off-highway vehicle trails can **only be accessed by driving through town and our residential neighborhoods.** Consequently, street-legal ATV rules which have a benign effect in most of the state have extremely negative effects on Moab residents. **People are moving away, citing ATV noise as the cause. Repeat visitors are not coming back, citing ATV noise as the cause.** Imposing a one-size-fits-all approach to regulating street-legal ATVs hurts Moab and Grand County, our economy, our visitors, and our residents.
- Per data collected at the entrance booth at Sand Flats Recreation Area (“SFRA”) - accessed through East Moab residential neighborhoods - the majority of ATVs entering SFRA are rental ATVs leased from one of our local ATV businesses. Since the County “may not prohibit or regulate” ATVs on our City streets and County roads by law (Utah Code § 41-22-10.5(2)), **the County’s regulation of ATV rental fleet noise is an effective, administrative solution.**
- Last year, the City of Moab, with support from Grand County, asked the Utah Legislature for additional flexibility in regulating ATVs driving through residential neighborhoods. Legislators told us that instead of asking for changes in state law, we should instead use the tools already available to local governments to address issues which were specific to our community. We have begun doing exactly that, but now **HB146 significantly curtails the tools available to us.**
- The County adopted its ATV business regulations in April 2021, after approximately six months of public meetings with the City and County legislative bodies as well as ATV Businesses and the local Chamber of Commerce. Since that time, **all of our ATV Businesses have been in good standing - and continue to be.**
- HB 146 prioritizes 12 ATV business owners at the expense of thousands of property owners and millions of visitors.
- As local elected officials it is our job to solve these problems. We are optimistic that we can do so, if the state allows us to use the tools at our disposal.

We appreciate your support. Please veto HB 146.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jacques Hadler', with a horizontal line extending to the right.

Jacques Hadler, Chair  
Grand County Commission

**FULL-SERVICE RESTAURANT LIQUOR LICENSE**  
**Local Consent**

**PURPOSE:** Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission (1) to issue an on-premise alcohol license for a person to store, sell, offer for sale, furnish, or allow the consumption of an alcoholic product on the premises of the applicant.

**AUTHORITY:** Utah Code 32B-1-202; 32B-5-201, 203, 205 and 206

Grand County

Local business license authority

City

Town

County

hereby grants its consent to the issuance of a full-service restaurant liquor license to:

Business Name (DBA): Dashmeshian, Inc

Entity Name (or owner's name if sole proprietor): \_\_\_\_\_

Location Address: 2420 Spanish trail Road, Moab, UT 84532

Authorized Signature

Harpreet multani/owner

Name/Title

03/9/22

Date

This is a suggested format. A locally produced city, town, or county form is also acceptable.  
The local consent must be submitted to the DABC by the applicant as part of a complete application.



## WORK ORDER AND AGREEMENT

PROJECT INFORMATION		CLIENT	
<b>Project Name:</b>  <b>Grand County ■ Pack Creek Fire EWP</b>  <b>Project #: 2201-060</b>  Date: 3/1/2022                      PM: Scoot Flannery	<b>Name:</b>	Grand County	
	<b>Address:</b>	Attn: Bill Hulse	
		125 East Center	
		Moab, UT 84532	
	<b>Phone:</b>	(435) 259-1345	
	<b>Fax:</b>		
<b>Email:</b>	bhulse@grandcountyutah.net		

### Scope of Work

#### Preliminary Engineering Services – Lump Sum of \$47,285.50

1. Physical Scope of Work (Damage Survey Reports Sites):
  - a. Stocks Drive –
    - i. Low Water Crossing/Culvert Combination
    - ii. ~400 ft. of streambank and shoreline protection
    - iii. Debris Removal
  - b. Spanish Valley Drive – Debris removal
  - c. Kirby Lane –
    - i. Debris Removal
    - ii. ~400 ft. of streambank and shoreline protection
    - iii. Grade Stabilization
  - d. Spanish Trail Road –
    - i. Debris Removal
    - ii. ~500 ft. of streambank and shoreline protection
    - iii. Grade Stabilization
  - e. Old City Park Road
    - i. Streambank Protection
2. Project Management
  - a. Manage Budget, Schedule, and provide weekly progress updates
  - b. Meetings with Grand County and NRCS (assume 4)
3. Survey
  - a. Topographic Survey of 5 sites
  - b. Possible survey with robot or scanner for bridges, heavily wooded areas
4. Design
  - a. Site Visit to document existing conditions and assess high water mark
  - b. Develop HEC-HMS model to create design storm hydrograph
  - c. Determine design flow from stream gage analysis, high water marks, or using HEC-RAS model
  - d. Create HEC-RAS model

1535 South 100 West  
Richfield, UT 84701  
435.896.8266

50 South Main, Suite 4  
Manti, UT 84642  
435.835.4540

38 West 100 North  
Vernal, UT 84078  
435.781.1988

1675 South Highway 10  
Price, UT 84501  
435.637.8266

520 West Highway 40  
Roosevelt, UT 84066  
435.722.8267

775 West 1200 North  
Suite 200A  
Springville, UT 84663  
801.692.0219

1664 South Dixie Drive  
Building G  
St. George, UT 84770  
435.986.3622

7 South Main Street  
Suite 107/109  
Tooele, UT 84074  
435.268.8089

696 North Main Street  
PO Box 577  
Monticello, UT 84535  
435.587.9100

545 East Cheyenne Drive  
Suite C  
Evanston, WY 82930  
307.288.2005

- e. Hydraulic design for 5 sites
  - i. Riprap, Scour, Flow Depths, Flow Velocities
    - 1. The improvements will be designed for the same event that caused the damage as required by the NRCS.
    - 2. The design scope assumes that each site would be designed one time. Any changes to the design would require additional effort and can be completed using standard hourly rates or mutually agreed lump sum.
  - f. Construction Drawings, Specifications, Cost Estimates
  - g. Design Report documenting analysis and design
  - h. Create Operation & Maintenance Plan
  - i. Create Quality Assurance Plan
  - j. Design Reviews with NRCS (assume 2 iterations)
- 5. Contractor Procurement
  - a. Prepare Bid Documents
  - b. Pre-Bid Meeting
  - c. Addendums, contractor questions
  - d. Bid Opening and Award

**Environmental Permitting – Lump Sum of \$9,500**

- 1. Environmental Permitting
  - a. A Class III Cultural survey of up to 10 acres including the project areas and associated report
  - b. Preparation of a preconstruction notification (PCN) for permitting with the U.S. Army Corps in compliance with Section 404 of the Clean Water Act
  - c. Preparation of a stream alteration permit application for permitting with the Utah Division of Water Rights
  - d. Preparation of Stormwater Pollution Prevention Plan (SWPPP) in compliance with Section 402 of the Clean Water Act

**FEMA Permitting – Hourly, with an Estimated Total Fee of \$14,000**

- 1. Submit data request to FEMA for the effective hydraulic model and any other recent studies that have been completed in the project area. (Since this is a critical path item, request has already been submitted)
- 2. Setup the effective model with existing and proposed scenarios
- 3. Incorporate project into the proposed scenario model geometry
- 4. Iterate and adjust proposed project, within reason, to achieve a no-rise condition
- 5. Document the no-rise certificate in a report with modeling results, etc.
- 6. Submit the no-rise to the local floodplain administrator for approval, requesting an official response for our records.

Support for Right of Way and Easement Acquisition Needed for NRCS ADS-78 (Assurances Related to Real Property Acquisitions)  
Requirement: Hourly (level of support to be determined)

Material Source Testing, Agency Coordination, and Permitting (if required) – Hourly

Construction Administration and Materials Testing – Hourly (Scope and fee negotiated at design completion)

*Assumptions and Limitations:*

- 1. It is assumed that with minor adjustments to the proposed design, a no-rise (0.00 feet rise) condition can be achieved. If a no-rise condition cannot be achieved, a CLOMR and LOMR may be required per FEMA guidelines and at the discretion of the local floodplain manager. Any efforts beyond a No-Rise condition will be completed at standard hourly rates, and schedule adjustment will be necessary.
- 2. The no-rise analysis cannot be completed without the effective hydraulic model. The model and other relevant data have been requested from FEMA. The FEMA fee for the request is \$300, which will be in addition to the hourly cost. The request has been made, and we will need to wait until the request is fulfilled before completing the analysis. Costs caused by FEMA delays will be documented and negotiated with the Owner.



3. It is assumed the FEMA hydraulic model is in HEC-RAS format and is spatially located or georeferenced. If it is not, additional work will be required to complete the analysis.
4. It is assumed that existing gabion baskets and large culvert at Spanish Trail Road will remain in place. Design will consist of stabilizing the bases and grade of the gabion baskets along with the other items mentioned above.
5. If NRHP-eligible cultural resources are identified during surveys, adverse impacts will be avoided and mitigation will not be required.
6. Biological surveys will not be required; timing stipulations may be applied to avoid potential impacts to species that may occur in the area.
7. Wetlands do not occur within the project area; the aquatic resources delineation will use aerial imagery or site photos to identify and delineate jurisdictional waters.
8. The proposed measures will be authorized under Nationwide Permit 37 (EWP) and no additional U.S. Army Corps authorization will be required.
9. No other environmental permits or authorizations will be necessary for construction and operation of the project.
10. The SWPPP will be completed after sufficient information is provided by the selected construction contractor.
11. The construction contractor will certify the NOI in the EPA's CDX portal.
12. The construction contractor will be responsible for Notice of Termination (NOT) upon project completion.
13. Owner will obtain private property access permissions as needed.
14. Survey work does not include any property boundary related survey work or research.

**Agreement**

Jones & DeMille Engineering, Inc. (JDE) will submit progress invoices to Client and a final bill upon completion of the services. Each invoice is due upon receipt. Client agrees to pay a finance charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on accounts thirty (30) days past-due. Any attorneys' fees or other costs incurred in collecting any delinquent amounts shall be paid by the Client. JDE reserves the right to file a lien within 90 days of completion of services if the invoice has not been paid.

Unless otherwise agreed, client will furnish right-of-way entry for JDE.

Reports, plans, and other work prepared by JDE remain the property of JDE. Client agrees that all reports and other work furnished to the Client and his agents not paid for will be returned upon demand, and will not be used for licensing, permits, design and/or construction.

JDE agrees, in connection with services performed under this Agreement, that such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. No warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings made. Liability is limited to fees paid. JDE's Standard Terms & Conditions are attached hereto and incorporated herein by reference.

**Fee Schedule**

The client agrees to pay in accordance with the following billing structure:

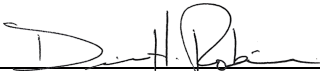
Lump sum payment of \$70,785.50. Lump sum progress payments may be invoiced monthly by percentage of completion throughout the project. Any adjustment to scope or additional work will be completed at an additional cost. JDE reserves the right to adjust billing rates based on market conditions and pay adjustments.

Preliminary Engineering Services (lump sum)	\$	47,285.50
Environmental Permitting (lump sum)	\$	9,500.00
FEMA Permitting (hourly, estimated)	\$	<u>14,000.00</u>
TOTAL	\$	70,785.50


JONES & DEMILLE ENGINEERING, INC.

GRAND COUNTY

Signature



Signature



CTO

Grand County Commission Chair

Title

March 1, 2022

Title

3/3/2022

Date

Date





## JONES & DEMILLE ENGINEERING, INC.

1535 South 100 West ♦ Richfield, UT 84701 ♦ 435-896-8266 ♦ 435-896-8268

RICHFIELD ♦ PRICE ♦ VERNAL ♦ MANTI ♦ ROOSEVELT ♦ UTAH VALLEY ♦ ST. GEORGE ♦ MONTICELLO ♦ EVANSTON

### STANDARD TERMS AND CONDITIONS

#### I. SCOPE

Jones & DeMille Engineering, Inc. ("JDE") agrees to perform the services described above which incorporates these terms and conditions. JDE's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that JDE shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Unless modified in writing by the parties hereto, the duties of JDE shall not be construed to exceed those services specifically set forth in the scope of services. These terms and conditions, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

#### II. COMPENSATION

Client agrees to pay for the services in accordance with the compensation provisions in the Work Order and Agreement. Payment to JDE will be made within 30 days after the date of billing. Interest on the unpaid balance will accrue beginning on the 31<sup>st</sup> day at the maximum interest rate permitted by law.

Time-related charges will be made in accordance with the billing rate referenced in the proposal or Agreement. Direct expenses and subcontractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, JDE's standard billing rates shall apply.

#### III. RESPONSIBILITY

JDE is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. JDE shall perform the services in accordance with generally-accepted engineering practices and standards in effect when the services are rendered. JDE does not expressly or impliedly warrant or guarantee its services.

In performing construction management services, JDE shall act as agent of Client. JDE's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

The presence of JDE's personnel at a construction site, whether as on-site representative, resident engineer or construction manager, shall be for the sole purpose of determining that the Work is generally proceeding in conformance with the intent of the project specifications and contract documents and does not constitute any form of guarantee or assurance with respect to contractor's performance. JDE shall have no responsibility for the contractor's means, methods, techniques, sequences, for safety precautions and programs incident to the contractor's work, or for any failure of contractor to comply with laws and regulations applicable to performing its work.

#### IV. ATTORNEYS' FEES

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

#### V. SUBCONTRACTS

JDE shall be entitled, to the extent determined to be appropriate by JDE, to subcontract any portion of the Work to be performed under this Agreement.

#### VI. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or JDE without the prior written consent of the other.

#### VII. INTEGRATION

These terms and conditions represent the entire understanding of Client and JDE as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered, except in writing signed by both parties, provided further that any terms and conditions in any task order or purchase order issued in connection or under the Agreement which are inconsistent with the Agreement are deemed null and void.

#### VIII. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state of Utah. Jurisdiction of litigation arising from the Agreement shall be in the state of Utah.

#### IX. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with such laws, but the remainder of the Agreement shall be in full force and effect.

#### X. NO BENEFIT FOR THIRD PARTIES

The services to be performed by JDE hereunder are intended solely for the benefit of Client, and no right or benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on JDE's performance of its services hereunder.

#### XI. WORK PRODUCT

JDE and Client recognize that JDE's work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify JDE against all losses, damages, costs and expenses, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

#### XII. LIMIT OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of JDE and JDE's officers, directors, partners, employees, agents and consultants, or any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes, including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of JDE or JDE's officers, directors, partners, employees, agents and consultants, or any of them, shall not exceed the total amount of compensation for services.

#### XIII. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. **By Client.** By written notice to JDE, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. JDE shall be compensated for its reasonable expenses resulting from such suspension, including mobilization and de-mobilization. If suspension is greater than 30 days, then JDE shall have the right to terminate this Agreement in accordance with Article XIV, Termination of Work.

2. **By JDE.** By written notice to Client, JDE may suspend the Work if JDE reasonably determines that working conditions at the site (outside JDE's control) are unsafe, or in violation of applicable laws, or for other circumstances not caused by JDE that are interfering with the normal progress of the Work. JDE's suspension of Work hereunder shall be without prejudice to any other remedy of JDE at law or equity.

Engineer initials

DR

Client initials

EW

**xiv. TERMINATION OF WORK**

This Agreement shall be terminated as follows:

1. **Client** (a) for its convenience on 30 days' notice to JDE, or (b) for materially breaches of this Agreement through no fault of Client and JDE neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to JDE.

2. **By JDE** (a) for cause, if Client materially breaches this Agreement through no fault of JDE and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after JDE has given written notice of the alleged breach to Client, or (b) upon 5 days' notice if Work under this Agreement has been suspended by either client or JDE in the aggregate for more than 30 days.

3. **Payment upon Termination.** In the event of termination, JDE shall perform such additional work as is reasonably necessary for the orderly closing of the Work. JDE shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work. Except for termination of JDE by Client for cause, JDE shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination.

**xv. CONSTRUCTION OBSERVATION**

If expressly included in the services, JDE's services during construction shall be limited to observation and testing of construction materials. JDE shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the contractor's work may occur. Client shall hold its contractor solely responsible for the quality and completion of the project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees, shall notify JDE at last 24 hours in advance of any field tests and observations required by the construction documents. Client will indemnify and hold

JDE harmless for its failure to retain JDE's services according to written reports, plans and specifications.

**xvi. NOTICES**

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the JDE Project Manager and to the person authorized on behalf of the Client, and shall be effective upon delivery to the addresses stated in this Agreement.

**xvii. HOLD HARMLESS**

JDE's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce design professional's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify JDE from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

**xviii. BETTERMENT**

If, due to the JDE's negligence, a required item or component of the Project is omitted from the JDE's construction documents, the JDE shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will JDE be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**xix. ESTIMATES OF PROBABLE CONSTRUCTION COST**

In providing estimates of probable construction cost, the Owner understands that the JDE has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the JDE's estimates of probable construction costs are made on the basis of the consultant's professional judgment and experience. JDE makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the JDE's estimate of probable construction cost.

Engineer initials

DR

Client initials

GW

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**

[DATE HERE]

Agenda Item: P

<b>TITLE:</b>	
<b>FISCAL IMPACT:</b>	
<b>PRESENTER(S):</b>	

Prepared By:

**FOR OFFICE USE ONLY:**

Attorney Review:

**SUGGESTED MOTION:**

I move to Approve the attached letter to the Seven County Infrastructure Coalition regarding their recent decision to withdraw support for the Book Cliffs Highway.

**BACKGROUND:**

- 

**ATTACHMENT(S):**

Letter



**GRAND COUNTY COMMISSION**  
**Gabriel Woytek (Chair) · Jacques Hadler (Vice Chair)**  
**Evan Clapper · Trish Hedin · Mary McGann**  
**Sarah Stock · Kevin Walker**

March 15, 2022

Re: SCIC's decision to cancel planning for Eastern Utah Regional Connection Project ("Book Cliffs Highway")

Dear Seven County Infrastructure Coalition and Chairman Mike McKee,

The Grand County Commission has watched the Coalition's discussions regarding the proposed Eastern Utah Regional Connection Project (known informally as the Book Cliffs Highway) with interest. We were pleased to learn that the Commission voted on March 10th to cancel further planning on this proposal.

As you're aware, Grand County has consistently opposed the construction of the Book Cliffs Highway since the early 1990s. Though Grand was briefly represented on the Seven County Infrastructure Coalition, we vacated our seat due to this persistent issue and the lack of individual veto power for an affected county. We have been resolute in denying right-of-way permitting on Grand County-maintained roads and advocating for owners of private property along the proposed highway alignment.

Since the SCIC re-established the Book Cliffs Highway as a priority project in 2021, we have worked in conjunction with local stakeholders, nonprofit organizations, as well as municipalities and elected leaders in eastern Utah and western Colorado to prevent this highway from being built. Our concerns included the highway's impacts to wildlife, watersheds, cultural resources, and the wild character of the Book Cliffs; increased strain on Grand County emergency personnel by introducing more people to a remote region that lacks services, cell phone coverage, and a population center; increased road maintenance costs for Grand County Class B and D roads in the area; and the diversion of taxpayer dollars from other much needed infrastructure projects throughout the region.

We'd specifically like to thank Commissioners Ogden, Hopes, Sitterud, and Grayeyes for their votes to cancel the highway planning process. As representatives of neighboring rural counties, your understanding and partnership on this issue is very much appreciated.

We hope this decision is permanent. Having actively opposed this project for more than 30 years, we would prefer to not waste another minute fighting this shortsighted proposal.

Sincerely,

Jacques Hadler  
Chair, Grand County Commission

## **Soliciting submissions from our community**

Preparing for 50-year Time Capsule to be Buried April 1, 2022

### **Pitch to solicit time capsule submissions:**

- Introduce yourself and relationship to USU Moab
- Vision and opportunity
  - Celebrate new building and its impacts on community
  - Share your voice and perspective with our community as a partner in this project
- How time capsule will impact Moab area community today and in 2072
  - Connect USU Moab and community
  - ?
- Share overview of guidelines and process
  - Tell a story to Moab community of 2072 about current times when building constructed, and our hopes for future
  - Committee to approve submissions to ensure they will fit in capsule and can be preserved for 50 years
- Make ask
  - Brainstorm with them and connect to submission review committee member (Lianna, Jen, Dave or Samantha)

### **Best ways to get the word out:**

- USU Moab social media outlets
- Ribbon cutting article
- Individual invitations
- Other?

### **Materials needed:**

- Submission Guidelines & Process info sheet

### **Coordinate solicitation efforts and track submissions using a spreadsheet with the following columns:**

- Organization to approach
- Solicitor(s)- council members and/or staff
- Date for visit
- Outcome of visit
- Proposal submitted?

# Time Capsule: Submission Guidelines and Selection Recommendations

Lianna – Dec 2021

## Objective

We need to establish clear guidelines for what materials will be included in the USU Moab Time Capsule and a committee to select the final submissions. This will ensure a smooth process for soliciting and accepting community submissions and a cohesive theme for those who open the time capsule 50 years from now.

## Guidelines for Submissions

Submissions should address clear criteria that will guide the selection committee's decisions. Items should:

- be small enough to fit in the capsule and be archival quality or protected to survive.
  - Selected 20 x 16 x 10 inches vessel can be viewed [here](#).
  - Preservation resources and kits can be found [here](#) and elsewhere.
- tell a story about the current times. What are we thinking about? What concerns us? What is going on in our community?
- relate to USU Moab in some way.
- speak to the future USU Moab and local community where appropriate.
- Other?

## Selecting Submissions

We recommend a small selection committee composed of the following members:

- Lianna as campus leader
- One or two community members who have been invested in the new building
- USU Moab faculty or staff representative
- USU Moab student (current or recent alumnus)
- Grand County school representative (GCSD or Moab Charter School)
- Others? (keep it small)

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**

[DATE HERE]

Agenda Item:

<b>TITLE:</b>	Bears Ears Land Exchange discussion
<b>FISCAL IMPACT:</b>	
<b>PRESENTER(S):</b>	Kevin Walker

Prepared By:

**FOR OFFICE USE ONLY:**

Attorney Review:

**SUGGESTED MOTION:**

Discussion only

**BACKGROUND:**

SITLA has been engaged in high level talks with the federal government about a land exchange for SITLA lands with Bears Ears National Monument. SITLA recently released a map of BLM parcels they propose to acquire. Many of these parcels are in Grand County. Thus far Grand County has not been consulted in this process. We need to decide whether and how to try to influence this process.

**ATTACHMENT(S):**

**Agenda Summary**  
**GRAND COUNTY COMMISSION**  
**March 15, 2022**  
**AGENDA ITEM: T**

<b>TITLE:</b>	Public hearing to consider and solicit oral and written comment on an ordinance approving a rezone request for Small Lot Residential (SLR) Zoning to property located at 4400 Spanish Valley Drive on Parcel No. <b>02-0026-0040</b>
<b>FISCAL IMPACT:</b>	
<b>PRESENTER(S):</b>	Planning & Zoning staff

**Prepared By:**  
**ELISSA MARTIN**  
**GRAND COUNTY**  
**PLANNING &**  
**ZONING**

**FOR OFFICE USE ONLY:**

**Attorney Review:**  
  
Pending

**MOTION:**

*\*County Commission policy is to vote on public hearing agenda items at a meeting following the public hearing.*

I move to:

1. Make the following findings related to Grand County Land Use Code section 9.2.5 Issues for Consideration regarding the rezone request for Small Lot Residential for property located at 4400 Spanish Valley Drive:
  - A. Was the existing zone for the property adopted in error?
  - B. Has there been a change of character in the area (e.g., installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)?
  - C. Is there a need for the proposed use(s) within the area or community?
  - D. Will there be benefits derived by the community or area by granting the proposed rezoning?
  - E. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically the plan's zoning map amendment guidelines (see pages 44-48 of the Grand County General Plan)?
  - F. Should the development be annexed to a city?
  - G. Is the proposed density and intensity of use permitted in the proposed zoning district?
  - H. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?
  - I. Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated?
  - J. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? If utilities are not available, could they be reasonably extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development?
  - K. Does the proposed change constitute "spot zoning"?
- complete
2. Approve/disapprove the request to rezone Grand County Parcel No. 02-0026-0040 to Small Lot Residential zoning.

**BACKGROUND:**

The property is currently zoned Rural Residential and is vacant.

**PLANNING COMMISSION RECOMMENDATION: UNFAVORABLE**

The Planning Commission voted unanimously to send an unfavorable recommendation to the County Commission on January 10, 2022 at a public hearing. The reasons for their decision are based on the fact that the requested zone would be considered spot zoning and that although higher density housing is needed, they do not want to approve zone changes in a piecemeal fashion. Rather, they would like the results of the land use study and general plan update currently underway, to guide zone changes and density increases into the future.

**STAFF RECOMMENDATION: NEUTRAL**

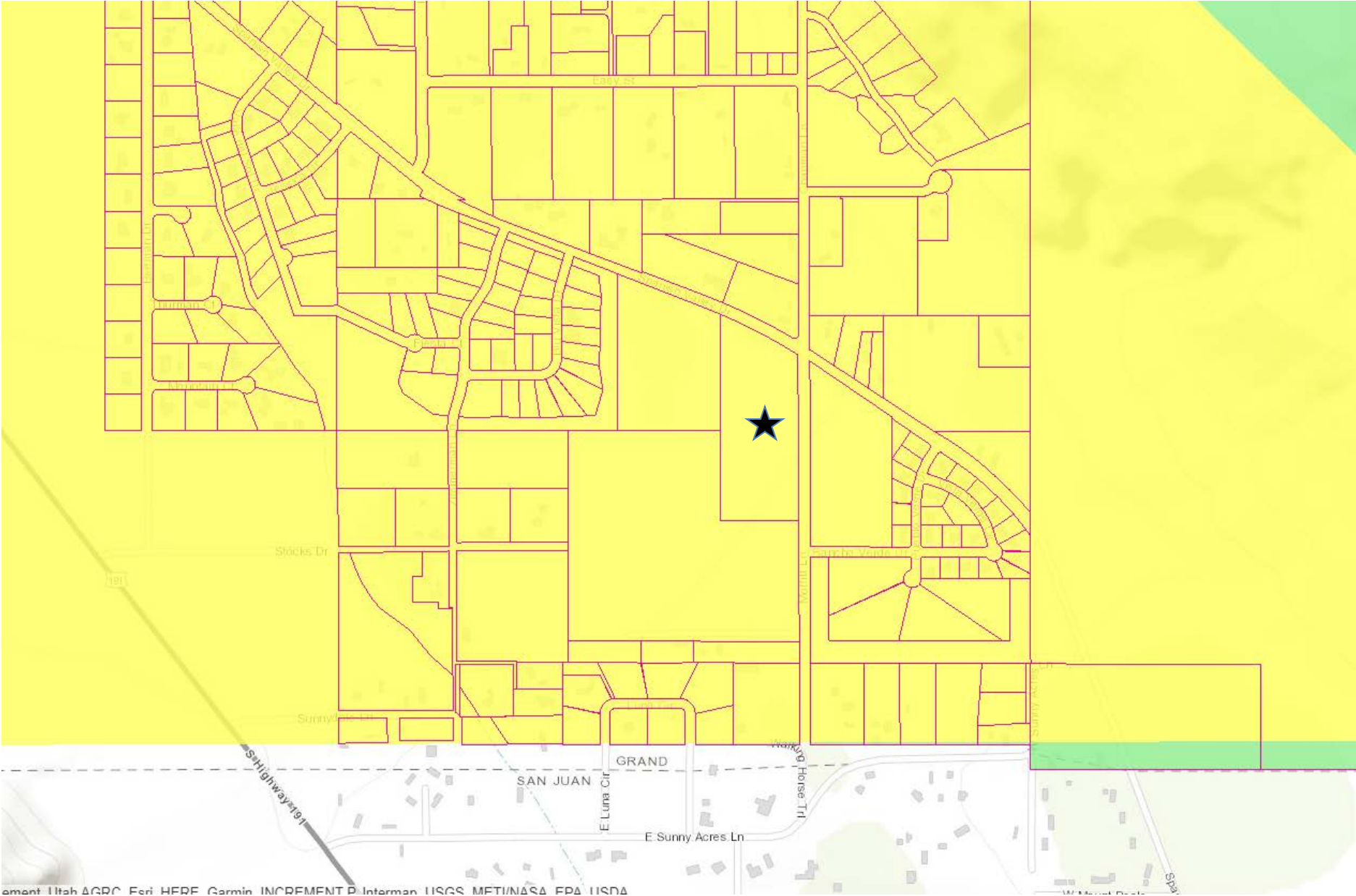
**COUNTY ATTORNEY RECOMMENDATION: OPPOSED**

The County Attorney opposes all rezones to increase density that do not include affordable or workforce housing requirements/incentives. Similarly, the County Attorney has requested since Fall 2021 that PZ study and recommend to the CC a subdivision ordinance to require such inclusionary housing requirements; however, PZ staff has not had capacity to prioritize this issue yet. In addition, the 2022 General Session likely impacts how the County wishes to proceed on these issues since housing was a hot topic this year. For these reasons, the County Attorney recommends the County Commission deny this rezone request.

**ATTACHMENT(S):**

1. Staff Report
2. Rezone Application Packet
  - a. Application (Available Upon Request)
  - b. Boundary Survey
  - c. Conceptual Plan
  - d. Applicant Statement
  - e. Title (Available Upon Request)
  - f. Tax Roll (Available Upon Request)
  - g. Statement of Authority (Available Upon Request)

# Vicinity Map





# STAFF REPORT

## PLANNING & ZONING DEPARTMENT

### GRAND COUNTY, UTAH

**DATE:** January 10, 2022

**TO:** Grand County Commission

**SUBJECT:** La Sal Peaks General Rezone Request (Rural Residential to Small Lot Residential - RR to SLR)

---

**PROPERTY OWNER:** William Shultz

**PROP. OWNER REP:** James Schnepel

**PROPERTY ADDRESS:** 4400 Spanish Valley Drive, Parcel No. 02-0026-0040

**SIZE OF PROPERTY:** 11.01 acres

**EXISTING ZONE:** Rural Residential (RR)

**EXISTING LAND USE:** Vacant

**ADJACENT ZONING AND LAND USE(S):** Zones: Rural Residential (RR) Uses: Residential, agricultural

---

#### APPLICATION TYPE

General Rezone Request

#### APPLICATION PROCEDURE

*Decision Type:* Legislative

*Public Notices:*  Public Meeting at:

Planning Commission

County Commission

Public Hearing at:

Planning Commission

County Commission

Attachments:

1. Rezone Application Packet
  - a. Application (Available Upon Request)
  - b. Boundary Survey
  - c. Conceptual Plan
  - d. Applicant Statement
  - e. Preliminary GWSSA Water & Sewer Availability Statement
  - f. Title (Available Upon Request)
  - g. Tax Roll (Available Upon Request)
  - h. Warranty Deed (Available Upon Request)

#### SUMMARY OF REQUEST

The Applicants seeks to rezone 11 acres of property located at 4400 Spanish Valley Drive from Rural Residential zoning to Small Lot Residential (minimum lot size is 0.20 acres) in preparation for later subdivision

application.

## **PROPERTY HISTORY**

The property is vacant.

## **SITE IMPROVEMENTS / ADDITIONS / CHANGES**

The rezone request requires no current site plan improvements.

Later site improvements in connection to a proposed subdivision of the property will be in accordance with requirements of Article 6 (General Development Standards), Article 7 (Subdivision Standards) and Article 9 (Administration and Procedures) of the Grand County Land Use Code as well as Grand County Construction Standards.

## **Project Description**

- I. The application is for a General Rezone request to change the current Rural Residential zoning on an 11-acre parcel located on Spanish Valley Drive, to Small Lot Residential, which would allow 5 units per acre. Taking into consideration land dedicated to roads and drainage /open space, the developable land would likely be less than 11 acres, and therefore density on the parcel will not be a direct reflection of 5 units/acre. The concept plan for the future development proposes 9 duplex lots, totaling 18 units and 20 single family lots, for a total of 38 residential dwellings with an average lot size of 0.23 acres.

## **Consistency with General Plan**

- II. The subject parcel is located within the Rural Residential future land use designation, which calls for agriculture and single-family residential uses (1 dwelling unit per acre base density and up to 1.6 dwelling units per acre with a 50% open-space set-aside or fee in lieu and 25% affordable housing units or fee in-lieu). In order to encourage larger open space parcels that are valued by the community, a project in Rural Residential can achieve a gross density of up to 2 units per acre that includes (a) a 50% open space set-aside area totaling 40 or more contiguous acres or a fee-in-lieu, (b) has 25% affordable housing units or a fee-in-lieu, and (c) includes multi-modal options (pedestrian/bicycle, at minimum).
  - a. The proposed rezone request to Small Lot Residential at this location, would allow for higher density housing than originally envisioned in the 2012 General Plan. The future concept plan for the subject property proposes an average lot size of .23 acre, where the density under the current zone and future land use designation of RR calls for a minimum lot size of 1.0 acre, therefore SLR zoning is not consistent with the current General Plan.
  - b. It is anticipated though, that an increase in density may be envisioned for designated parcels in the Spanish Valley area in the 2022 General Plan Update and Land Use Study, in order to address the present day housing shortage in the area.

## **Conformance with Grand County Land Use Code (LUC)**

- III. The proposed Rezone application is in conformance with LUC provisions of Article 9.2.2, Application for Zoning Map or Text Amendment.
  - a. An application was submitted by the owner's representative to request a change in zoning designation on the subject property in accordance with the provisions of the Grand County Land Use Code Article 9.2.2.
- IV. The Public Notice requirements were met for this Public Hearing in accordance with Utah State Code § 17-27a-205.
  - a. The property owner placed two (2) posters on the property provided by the Planning and Zoning

Department a minimum of 10 days before this Public Hearing.

- b. The County Administrator placed public notices related to this Public Hearing on the County website a minimum of 10 days before this hearing.
- c. The County Administrator Department placed public notices related to this Public Hearing on the Utah Public Notice website a minimum of 10 days before this hearing.

**GRAND COUNTY, UTAH**

**ORDINANCE NO. \_\_\_\_\_ (2022)**

**APPROVING THE REZONE OF PARCEL NO. 02-0026-0040 TO SMALL LOT  
RESIDENTIAL ZONING**

**WHEREAS**, Shumway Property, LLC (“Owner”) is the owner of record of 11 acres of real property located at 4400 Spanish Valley Drive, more specifically described as follows:

Beginning at the Southeast Corner of the Southwest Quarter of the Southeast Quarter of Section 26, Township 26 South, Range 22 East, Salt Lake Base and Meridian, said corner bears West 1324.0 feet from the Southeast corner of Section 26, and proceeding thence with the East line of the Northwest Quarter of the Northeast Quarter of Section 35 southerly 508.6 feet; thence West 450.0 feet; thence North 508.6 feet to a point on the North line of Section 35; thence North 667.3 feet to a point 33.0 feet off the centerline of Spanish Valley Drive; thence with a line 33.0 feet off the centerline of Spanish Valley Drive along a 3,246.5 radius curve to the right 507.9 feet (said curve has a chord which bears South 62°26' East 507.3 feet) to the East line of the Southwest Quarter of the Southeast Quarter of Section 26; thence with said line South 0°02' East 432.5 feet to the point of beginning. (Parcel No. 02-0026-0040)

**WHEREAS**, the Owner has submitted an application requesting the Small Lot Residential Zoning District as defined by the Grand County Land Use Code (“LUC”) Section 2.3;

**WHEREAS**, the previously-named Grand County Council (the “Council”) adopted the LUC on January 4, 1999 with Ordinance No. 299, and codified with Resolution No. 468 on April 15, 2008, as amended, for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

**WHEREAS**, the Owner has submitted an application satisfying the statutory requirements of LUC Section 9.2 (Text and Zoning Map Amendments (Rezoning));

**WHEREAS**, in a public hearing on January 10, 2022, the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and unanimously approved a motion to send an unfavorable recommendation to the Grand County Commission;

**WHEREAS**, due notice was given that the Grand County Commission would meet to hear and consider the proposed Rezoning application in a public hearing on February 15<sup>th</sup> 2022;

**WHEREAS**, the County Commission 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 Commission that it does hereby approve the rezone of real property located at 4400 Spanish Valley Drive, Moab, Utah also known as Parcel No. 02-0026-0040, to Small Lot Residential zoning, based on the following findings:

- A. Was the existing zone for the property adopted in error?

- B.** Has there been a change of character in the area (e.g., installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)?
- C.** Is there a need for the proposed use(s) within the area or community?
- D.** Will there be benefits derived by the community or area by granting the proposed rezoning?
- E.** Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically the plan’s zoning map amendment guidelines (see pages 44-48 of the Grand County General Plan)?
- F.** Should the development be annexed to a city?
- G.** Is the proposed density and intensity of use permitted in the proposed zoning district?
- H.** Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?
- I.** Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated?
- J.** Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? If utilities are not available, could they be reasonably extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development?
- K.** Does the proposed change constitute “spot zoning”?  
complete

**PASSED, ADOPTED, AND APPROVED** by the Grand County Commission in open session this \_\_\_th day of \_\_\_\_\_, 2022 by the following vote:

Those voting aye:

Those voting nay:

Those absent:

**Grand County Commission**

**ATTEST:**

---

Garbiel Woytek, Chairperson

---

Quinn Hall, Clerk/Auditor

**GENERAL REZONE APPLICATION**

Shumway Property, LLC  
4400 S. Spanish Valley Drive, Moab UT 84532  
Parcel 02-0026-0040 (11.01 acres)

**Supplementary Information**

**Legal Property Description:**

BEG AT SE COR SW1/4SE1/4 SEC 26 T26S R22E SAID COR BEARS W 1324 FT FROM SE COR SEC 26 & PROC S'LY 508.6 FT; W 450 FT; N 508.6 FT; N 667.3 FT TO A POINT 33 FT OFF CENTER LINE SPANISH VALLEY DR ALONG A 3246.5 FT RADIUS CURVE TO RIGHT 507.9 FT; S 0°02'E 432.5 FT TO POB 11.01 AC

**Applicant Statement:**

The Applicant is requesting a zone change to Single Lot Residential (“SLR”) for the property to allow the development of residential lots and/or housing that will target middle-income buyers.

This rezone will help correct the shortcomings found in the General Plan and the Land Use Code that have led to a drastic shortage of middle-income (workforce) housing.

Developing the property under the current zoning, Rural Residential (“RR”), would provide additional housing inventory to upper income buyers (including those seeking second or vacation homes), but would do little to add lot and housing inventory at prices locally employed buyers can afford.

(The Applicant considered submitting a rezone application to change the zoning to Large Lot Residential but, similar to the current zoning, the density requirement would not allow the development of lots that would hit a price range that the market desperately needs.)

The Property Owner’s Representative has worked as a consultant to bring energy efficient residential building practices to Utah, developed large solar farms (80MW solar project near Wellington and others), and has been involved with various residential developments. He looks forward to working with the County to create a new subdivision that will help serve the housing needs of the community.

## **Applicant Statement - Sec. 9.2.7 Issues for Consideration:**

### **1. Was the existing zoning for the property adopted in error?**

Applicant does not believe that the existing zoning (Rural Residential) was adopted in error, but does feel that the current zoning is a carryover from a time when public sewer and water were not available in the area. When lots needed space to allow for septic systems and/or wells, it was normal for the County to require a minimum lot size of one acre.

To illustrate the importance of the minimum lot size being dependent on the availability of public sewer and water, a look back at the Grand County Land Use Code that was adopted January 4, 1999 (and recodified with amendments to date, February 22, 2000) offers the following minimum lot area/unit requirements (pages 37-43):

#### SLR-1 (Small Lot Residential-1):

- (1) **With** public sewerage: 9,000 sq.ft./unit [.207 acres]
- (2) **Without** public sewerage: **43,560 s. ft./unit** [one acre]

#### SLR-2 (Small Lot Residential-2):

- (1) **With** central water and sewer service: 9,000 sq.ft./unit
- (2) **Without** central water and sewer service: **1 acre (43,560 sq. ft.)**

#### LLR (Large Lot Residential):

- (1) **With** public sewerage: 21,780 sq. ft./unit
- (2) **Without** public sewerage: **43,560 sq. ft./unit**

RR (Rural Residential): Although the 1999 Land Use Code does not mention constraints in regard to the availability of public sewerage and central water in the minimum lot area requirement section (likely because these services were largely not available in the Rural Residential zoning areas, and due to the dictated lot size minimums), it is interesting to note that Rural Residential zoning in 1999 did allow for the establishment of an Agricultural-PUD District (new) ("A-PUD"), where a property owner could create a subdivision if, *"At least 80 percent of each Agriculture-PUD shall be dedicated and preserved as open space...."*

The current Land Use Code has scaled-back the open space requirements for a PUD (and did not include an A-PUD option at all) in the Rural Residential zones, and is evidence of Grand County's evolution over time to allow for greater densities.

**2. Has there been a change of character in the area (e.g. installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)?**

**Public water and sewer:**

As noted above, one of the primary changes to the area has been the addition of public water and sewer, which has now been installed in Spanish Valley Drive next to the property. Prior to this, the health code limited unit densities to one home per acre to allow room for a well and septic system. With the installation of public water and sewer systems the one-acre minimum is no longer needed for wells and septic systems.

**Market transitions:**

As called-out in the “Demographic and Economic Trends and Benchmark Report” that was prepared for Grand County in 2010,

*“Nearly half of new residents moving to Grand County are between the ages of 18 and 29.”*

This younger generation of homebuyers is increasingly looking for smaller homes and lots than what has appealed to prior generations. In part this trend is sometimes attributed to a lack of affordable housing options, or having come of age in the aftermath of a housing crisis, but it is often more directly associated with the desire to have smaller houses that offer a lower total cost of ownership, require less maintenance, and that fits the needs of smaller-sized families, families that are often started later in life than was the case for prior generations.

Smaller housing also appeals to single-person households, which are now about 30 percent (and expected to grow) of the market nationwide.

Additionally, this new segment of homebuyers is more conscious of its impacts on the environment. Smaller lots and smaller houses use infrastructure (utilities, roads) more efficiently, consume fewer building materials, use fewer natural resources to heat and cool, and create less greenhouse gas.

**Growth trends:**

According to the Kem C. Gardner Policy Institute’s, “2015-2065 State and County Projections” (published July 2017), Grand County’s number of households is expected to continue growing in the coming years:

- 5,177 households by 2025 [907 more than estimated to exist in 2015]
- 5,955 households by 2035
- 6,616 households by 2045
- 7,212 households by 2055

- 7,680 households by 2065 [3,410 more than estimated to exist in 2015]

With over half of the county population being located in the greater Moab area, the takeaway is that the demand for housing in the Moab area will continue to increase.

### **3. Is there a need for the proposed uses(s) within the area or community?**

#### **There is an affordable housing crisis in the community:**

It is no secret that there is a shortage of housing and lots in the Moab area, particularly in a price range that is obtainable by buyers with middle incomes (nurses, BLM employees, etc.), which is often referred to as “workforce housing.”

A quick online search results in numerous articles and studies that have noted the housing shortage. Rather than clutter this portion of the application with quotes from the articles, a separate document (“Articles re Housing Crisis”) is included, below.

This shortage of housing negatively impacts the community:

- The lack of available housing puts extra stress on residents who need places to live, and creates a higher percentage of the population that is cost-burdened.
- Cost-burdened residents are less able to spend money on local goods and services and do not spend as much in the local economy as they otherwise could.

As noted by the Brookings Institute in an article titled, “*How are communities making housing more affordable for middle-income families?*” (published November 8, 2019):

*“Middle-class residents also hit the sweet spot for consumer spending: they have more disposable income than poor households to spend on groceries, restaurants, movies...all items that are consumed locally. (Wealthy households tend to spend a smaller share of their income, so generate a smaller economic multiplier in their local area.)”*

- Local employers are finding it difficult to maintain and recruit employees who are unable to find housing, or who are discovering that the limited available housing is too expensive. The lack of available employees is having a negative impact on the economic strength of the community.

- The lack of housing for middle-income buyers adversely affects housing stock that would otherwise be more available for lower income buyers as the middle-income buyers are forced to compete for housing that would otherwise be available to lower income populations.
- There is no shortage of examples of employed persons having to camp or live in vehicles on private and public lands due to a lack of available, and/or affordable, housing.
- The Kem C. Gardner Policy Institute stated some of the negative impacts associated with a lack of homeownership opportunities in a report titled, *“Housing Affordability: What Are The Best Practices and Why Are They Important?”* (published December 8, 2020):

*“Homeownership is the major source of wealth for moderate-income households.”*

*“The [housing] shortage has also excluded many from homeownership, added to substantial increases in doubling-up of households, delayed marriages, and discouraged young people from forming new households.”*

**Deed-restricted properties:**

While deed-restricted properties can help with getting local buyers into homes, they can restrict the wealth-building aspect of homeownership.

Should the issues constraining some of the deed-restricted projects (e.g. Arroyo Crossing and Peak View) be worked out, there will be quite a number of deed-restricted lots/homes available in the future. However, it is unknown how effective these projects will be at helping to solve the housing crisis.

The Applicant firmly believes that the deed-restriction program should be supplemented by adding more non deed-restricted lots/homes to the market. Increasing the volume as a means of countering price is a long-standing economic principle. Buyers should have an option to choose the product they want to purchase.

**Inventory is needed:**

On 4 Nov 2021 a search of the local Multiple Listing Service (WFRMLS) resulted in the following reports for properties that are actively for sale in the Moab Valley (including Grand and San Juan counties) (See reports, below):

- There were only six lots actively for sale with an asking price of under \$250k, with the lowest priced lot being \$179k.

- There were only eight homes (single-family and multi-family) actively for sale with an asking price of under \$600k, with the lowest priced home being \$425k.

(Note: The Applicant understands that not all houses and lots sold in the area are reported to the MLS, but does believe that the reports offer insights into the dire housing situation.)

The Property Owner's Representative has had numerous conversations with real estate agents who work in the Moab area and the message is consistent: "More inventory is needed."

**Grand County is land constrained:**

According to the 2004 Grand County General Plan only 4.3% of the land in Grand County is privately owned. This means that a very small portion of the County's land is available for a competing range of uses: agriculture, industry, commercial, housing, community spaces, etc.

The vast public lands in the county are the predominant driver that brings people to the Moab area, both as residents and as tourists. The upside of this is that the residents of the Moab valley have easy access to the extensive amount of open space that surrounds the area.

Considering the large amount of public land that is available to residents in the area, an argument can be made that requiring significant dedications of land to open space and common areas within subdivisions/PUDs (per the Rural Residential zone), or requiring large lots for residential use, is not an effective use given the finite amount of private land that is available in the Moab area.

**Zoning changes are needed:**

Currently, the Grand County zoning map exhibits the hallmarks of the more traditional, and increasingly outdated, "conventional" (or traditional) zoning approach to land development regulation, where land is separated into distinct zoning districts with uniform regulations (density, minimum lot size, building coverage ratios, setbacks, etc.) rather than a more form-based zoning that would allow the development of a broader range of housing options to better serve the needs of the community.

A review of the current zoning map shows that a vast swath of land in the Moab valley (particularly along the eastern side of the valley and southern end of the county) is zoned Rural Residential, including many of the largest undeveloped parcels. The lot size minimums and density requirements of the Rural Residential (and Large Lot Residential) zone make it very challenging to develop lots and housing that are affordable.

While the County (and Moab City) has made good progress in establishing overlay zones that allow for more high density housing, much still needs to be done to enable the development of lots and housing that is targeted to middle-income buyers.

- The high-density overlay (HDHO) is sited predominantly along the Highway 191 corridor, which makes it more suitable for apartment buildings than appealing to buyers in the market for single-family residences.
- The high-density overlay has had the effect of bumping-up the price of the few available properties (especially when it is in competition for commercial use) to the point where it is financially unviable to develop them into single-family lots.
- The County already has received applications for the 300 units allowed in the HDHO overlay zone.

The Property Owner's Representative has been pursuing residential land development opportunities in the Moab area for over a decade and has never found any larger parcels on the market in the past five years that are available at a price that would allow for the development of moderate-priced lots. This experience includes the property under consideration for this rezone application.

If the County maintains its extensive use of the Rural Residential zone it will all but guarantee a continued middle-income housing shortage.

An inadvertent effect of having so much land zoned Rural Residential may be a trend toward income-segregated areas if only wealthy people can afford to live on one acre, or larger, lots.

A quote from the "Solutions" section of an article titled, "*Affordable Housing – Toolkit for Counties*," which was published on March 1, 2019 on the website of the National Association of Counties, summarizes how zoning strategies can positively affect affordable housing:

*"Counties can encourage the development of less expensive housing options by designating areas for medium-density zoning, where developers can build units in between the densities of single-family homes and apartment complexes, such as townhouses and duplexes. This not only introduces more affordable housing options, but also increases the overall housing stock, thereby decreasing housing prices. Counties can also use form-based code to regulate the outside structure of a home, rather than its internal use. Finally, they can use overlay zones to designate specific areas for affordable housing or higher-density housing."*

There is not much medium-density zoning in the County that would effectively allow for the development of medium-priced lots.

**There is a community need for smaller lot (higher density) neighborhoods:**

The smaller lots and increased density afforded by a change to SLR zoning will allow the development of more affordable building lots, and consequently housing, that will help alleviate the housing crisis in the area.

A search of the local multiple listing service (WFRMLS) was conducted on November 9, 2021 to analyze the pricing difference between the sold prices of “small” and “large” lots over the past two years in Grand County in the Moab Valley (MLS reports are copied, below):

Small Lots: .2 to .25 acre lots (excluding those zoned for overnight rentals)

- 6 lots were sold in the past 2 years
- The sold prices ranged from \$124,000 to \$209,000
- The average sold price was \$152,333

Large Lots: .9 to 1.5 acre lots (none of the lots were zoned for overnight rentals)

- 4 lots were sold in the past 2 years
- The sold prices ranged from \$147,500 to \$250,000
- The average sold price was \$199,375

The average sold price for the “large” lots (or what could generally be built in the Rural Residential Zone) was 31% more than the price for a “small” lot (or what could be built if the zoning were changed).

The reconstruction of Moffitt Lane to County road standards to support a subdivision built in SLR zoning would be of benefit to the community.

**The current zoning for the property will not help alleviate the housing crisis in the community:**

As currently zoned (Rural Residential) any residential development on the property would need to average a minimum of one dwelling unit per acre. The zoning currently allows for two primary development options:

- 10-11 (depending on road layouts) lots, each one-acre in size, or;
- Creating a PUD with 10 lots that are .2 acres that would likely be sited next to Spanish Valley Road, and one large lot (approximately 7 acres) on the balance of the parcel. (A draft layout of this type of PUD is included, below.)

If the land were developed as currently zoned the cost of the horizontal improvements (roads, sidewalks, utilities, upgrading Moffitt Lane, etc.) added to the market value of the land would make it financially unfeasible to sell building lots at a price that would be affordable for middle-income buyers.

While the Applicant could proceed with development of the land as currently zoned using one of the above-mentioned options, neither scenario would do much to help mitigate the housing crisis in the area.

- If the land were developed into one-acre lots they would be priced out of reach of most middle-income buyers.
- If the land were developed into a PUD the resulting 10 small lots would not create much new inventory (even with 20%, or 2 lots, being deed-restricted to locals) to counter the middle-income demand for housing, plus, the lack of overall density would dictate higher finished lot pricing.

Further, if the land were developed into one-acre lots the cost and size of the finished lots would likely push buyers to build larger houses. The larger houses would be more expensive, and would be less efficient from an environmental perspective on a per lot basis. More building materials would be required, and a higher consumption of electricity and gas would be dictated.

The Washington Post noted the relationship of how larger lot sizes lead to larger homes in an article titled, *“Downsizing the American Dream: The new trend toward ‘missing middle housing’”* (published February 14, 2019):

*“Daniel Parolek, principal architect with California-based Opticos Design, who coined the “missing middle” term, points to zoning codes with density maximums and impact fees that remain the same, regardless of housing size, that incentivize developers to build big. For example, if zoning allows no more than two units per acre, the incentive will be to build the biggest, most expensive [housing] units possible.”*

*“The biggest challenge to building smaller housing is municipalities,” said Scott Thorson, chief operating officer of Oakwood Homes. “We hear all the time from city and town management that they want affordable housing, but then they turn around and require large-lot programs.”*

*“Thorson said a key is to build on smaller lots.”*

#### **4. Will there be benefits derived by the community or area by granting the proposed zoning?**

**Yes:**

The community will benefit if the proposed zoning is granted, as it will allow the development of residential building lots that will be better targeted to middle-income buyers. And, through the use of deed restrictions, a portion of the lots will be exclusively available to locally employed people.

**Zoning is key to changing the market:**

Although the County has initiated policies (ADUs, deed-restricted properties, etc.) to help alleviate the housing crisis in general, and added high density overlays to increase the supply of affordable housing, a broader effort to allow more land to be developed with tighter densities is a critical step toward mitigating the middle-income housing needs. Tighter densities are essential to increasing the supply of lots on the market, and to help address the housing needs of what is commonly titled, “the missing middle,” while still being compatible with the surrounding area.

As summarized by the Kem C. Gardner Policy Institute in reference to its report titled, *“Housing Affordability: What Are The Best Practices and Why Are They Important?”* (published December 8, 2020):

*“Zoning ordinances, in no small measure, control the supply of housing through land use, density, and design regulations. These regulations, more than any other local policies, govern the annual supply of single-family and multifamily housing. They provide a powerful policy tool to increase the supply of housing.”*

The report includes some other relevant findings:

*“Without accommodative land use regulations, there is little chance a city’s housing policies can influence prices, provide diverse housing types, or meet changes in homebuyers’ preferences.”*

*“Zoning ordinances, in many cities, do not reflect the shift in preferences to higher-density, more affordable housing. Zoning often lags changes in market preferences.”*

*“Less restrictive zoning is a necessary condition for improved housing affordability and increased housing production.”*

**Conceptual Plan for Rezone:**

The Applicant has attached a “Conceptual Plan for Rezone” (“Plan”), which captures the current vision for the property if the rezone is approved. The change in zoning would allow for a development with some key features:

- Lot sizes of at least .2 acres each, with larger lots in the .26 to .3 acre range being clustered along Spanish Valley Drive:

- The building lots are not too dissimilar in size to those in neighboring developments, particularly in reference to the larger building lots that are clustered along Spanish Valley Drive.
- The .2-acre lot minimum is the same as could currently be built on the property under the PUD process, where ten .2-acre lots would be clustered next to Spanish Valley Drive.
- The Plan offers 29 lots:
  - 9 Duplex Lots: These lots, particularly those that will be deed-restricted, will help local buyers afford to own homes in the community as they will be able to rent one side of the duplex to help offset their mortgages.
  - 20 Single Family Detached Lots: By design, these lots are all sized at about .2 acres (the minimum size allowed in an SLR zone) with the goal of being able to price the lots as low as possible, and to encourage purchasers to build smaller homes than they might otherwise construct on larger lots. The smaller homes will be less expensive to build, cheaper to operate, and have a lower overall environmental impact on a per home basis than if larger homes were built on the property with one-acre lots, per current zoning.
  - 20%+ of the lots would be deed-restricted to make them available, and more affordable, to local buyers.
- Buffer zones along the western and southern edges where the property abuts other private property. The property is buffered by Spanish Valley Drive on the northern side (with the requisite screening mandated for duplexes), and by Moffitt Lane on the eastern side.
- It sets aside land to dedicate for the future expansion of Spanish Valley Drive, plus room to add a sidewalk/trail.
- A street layout that accommodates the future development of the vacant properties to the east and south.
- The use of solar on house roofs is envisioned, but this information was not captured on the Plan.
- The 11-acres of land is almost perfectly flat, and is a good candidate for a tighter density development.

- The Plan [with the tighter densities allowed in SLR zoning] would encourage more efficient use of land and public streets, utilities, and government services, and promote greater variety in the type and design of buildings available to the community. (This text was taken directly from “The Grand County Land Use Code, as amended through April 2008.”)

## **5. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically Chapter 4: Future Land Use Plan**

*“The General Plan is...an advisory document that recommends changes to the land use code.” (p.3)*

### **General Plan – in general:**

If the current Land Use Code reflects the, “policies, intents and requirements” of the General Plan, there is no other conclusion than to state that the General Plan has failed the community in regard to providing proper housing options for the residents of Grand County.

The General Plan (and consequently the Land Use Code) has specifically failed to accomplish some of the key “visions” stated in Chapter 3 (p.49):

*“Ample housing choices are designed and priced to fit the range of local earning power, ages, and abilities. Government policies and business decisions result in more affordable housing on-the-ground.”*

*“Citizens are able to live and work in the county because of a well-planned mix of housing types and price-ranges in diverse and vibrant neighborhoods near employment and services.”*

While it is easy to go back in time and critique a lack of accurate prognostication, the current General Plan, which was published in 2012, is rather out of date in regard to its ability to, “...provide...direction for decisions affecting the use and development of land...” and has particularly fallen short on the topic of providing adequate housing stock with its claim of being, “...long-range, extending two decades into the future, well beyond the pressing concerns of today.”

There is a contradiction within the General Plan, which unfortunately has carried over into the Land Use Plan, and has adversely affected the residents of the County. While the General Plan does call out as key findings that, “Grand County has experienced robust growth for over two decades...” and that, “An additional 2,134 residents are forecasted to live in Grand County by 2030...[which] translates to as many as 1,000 additional occupied housing units...” the General Plan fails to present land use densities that will accomplish its own stated goals.

The General Plan identified the problem, yet failed to provide for a solution. And while the latest housing boom has exacerbated housing issues around the nation, the crisis in the Moab area was well-established prior to the boom.

**General Plan – Chapter 4: Future Land Use Plan:**

While a rezone would not fully conform with Chapter 4, the Applicant counters that the General Plan does not address a critical community need, and that there is a clear and compelling demand for more housing options for middle-income residents that will benefit the community if the rezone is approved.

“Open-space” requirements

A rezone to SLR would not fully comply with the General Plan’s open-space recommendations for areas that are currently zoned Rural Residential. However, the Applicant contends that the open-space requirements that are part of the Rural Residential zone requirements plague the development of housing that will meet the needs of lower and middle income residents and therefore should be modified. The open-space requirements effectively add cost to developable land that is already expensive.

As noted in paragraph 8, below, the land under consideration for this rezone application does not contain seven of the eight of the “highest priority” types of open space. The noted exception is “agricultural land,” but as pointed out below, the land is not currently in production, nor is it expected to return to production.

Comparing the open-space set-asides prescribed by the General Plan to the formulas in the current Land Use Plan, one can see that the Land Use Plan has deviated from the General Plan and requires less land to be set-aside under various development scenarios. While one might see this as progress, it is also clearly a deviation from the General Plan to allow higher density developments.

There is a finite amount of potentially developable land in the Moab valley and continuing to require set-asides for open space within subdivisions further restricts potential housing stock.

As noted in the General Plan, “...many of the new residents are young individuals attracted by the outdoor lifestyles and recreation in Grand County...”(p.14). While open space within communities can offer value, the truly valuable open space is the public lands that surround the Moab area.

“Future Land Use Plan Designations and Map”

A review of the current zoning map shows an extensive amount of land that is zoned Rural Residential. In addition to further limiting the potential to develop a meaningful housing supply, the extensive use of this zoning runs counter to the

General Plan's goal of increasing an adequate supply of housing to meet the community's needs, which includes the development of more affordable housing.

"Compact Housing Near Moab and Rural Development Patterns Further Out"

Although the Rural Residential zone does in part support the General Plan's call-out, "...for urban density neighborhoods, including multi-family housing near Moab with tiers of decreasing density for single-family neighborhoods to the county line", the extensive use of the Rural Residential zone (and to a lesser degree Large Lot Residential) has effectively limited the options for developing higher density single-family neighborhoods that would help span the gap between high density housing and the more expensive houses that are often sited on larger parcels.

A lot of the rural feeling in Spanish Valley has already been lost in the past few decades and it is not difficult to posit that it will continue to transition to higher density use in the coming years. San Juan County will continue to allow housing development, much at higher densities than is currently allowed in Grand County's Rural Residential zone, and many of these new residents will travel to Moab via Spanish Valley Drive and Highway 191.

"Affordable Housing"

The General Plan advocates for the development of affordable housing. While it would be a huge challenge to provide housing for all residents that consumes, "...no more than 30 percent of their gross annual household income..." the change in zoning to SLR would align with many of the prescriptions and goals in the "2017 Moab Area Affordable Housing Plan":

- Lot size: "Large lots lead to urban sprawl. Extension of utilities, longer streets and sidewalk, and a lack of compact design all cost the developer money and add maintenance costs to the local jurisdiction. Conversely, small lots increase land use efficiently."
- Density:
  - "Generally, a higher number of dwellings per acre will lead to lower housing costs, lower costs of installation and maintenance of utilities, and is an efficient use of all services."
  - "Current density barriers include those associated with: Planned Unit Developments..." (This is very true in regard to a PUD that can be developed in the Rural Residential zone.)
  - "Increase zoning densities along major transportation corridors..." (Spanish Valley Drive is a major corridor.)

- Missing Middle Housing: *“...a range of multi-unit...housing types compatible in scale with single-family homes...”* (Note: the Conceptual Plan includes duplex lots.)
- *“Provide greater flexibility in the...County land use codes to support residential and mixed-use developments.”*
- *“Create and protect enough affordable housing in the Moab Area so that it is not a limiting factor for the community’s evolution.”*
- *“Expand the housing stock through the development of compact, walkable neighborhoods served by reliable infrastructure.”*
- *“Adopt and amend local land use regulations to provide more opportunities for affordable housing development.”*

*“Opportunities for Economic Vitality”*

A rezone to SLR will facilitate the development of more affordable lots and housing, which in turn will support the needs of the employees who will maintain and build the economic vitality of the area.

**General Plan – economics and demographics:**

Within the Economic and Demographic Trend Summary section is information about the age groups that are primarily moving to the County:

*“Examining the population change by age group shows that two age groups are moving to the area: baby boomers and young adults. Nearly half of new residents moving to Grand County are between the ages of 18 and 29.”* (p.14)

And, following a table that indicates a negative population change from 2000-2010 for ages 0-17:

*“The negative growth rate in the bottom to age groups could spell decreasing enrollment in area schools, unless the swelling number of young adults can establish themselves in Grand County and remaining through their 30’s and 40’s.”* (p.15)

Clearly, providing adequate housing options would be an important aspect of encouraging young adults to “establish themselves in Grand County.”

The General Plan did elucidate the potential impacts to the housing market due to being a community that draws “part-time residents,” which reinforces the importance of having a percentage of deed-restricted properties in future developments:

*“According to the 2010 Census, part-time retirement homes and vacation homes made up 12% of the county’s housing stock. While this may not seem like a significant portion of the housing stock, even a small external demand for housing units does seriously impact housing prices in a relatively small market.” (p.18)*

*“Grand County’s landscape and moderate climate make it very appealing to out-of-area-investors. Consequently, the local housing market has experienced increased external market demand for second/seasonal homes, retirement homes, and general investment properties. External-market real estate purchasers have the ability to bid higher purchase prices than those supported by prevailing wages in the local market.” (p.18)*

**General Plan – economics, vision, goals and strategies:**

The General Plan breaks down the components of the local economy and the importance of improving varied business segments. Whether the economic drivers for the county rely on tourism, the locally employed (construction, BLM, medical, etc.), or residents with outside incomes (retired, remote workers), it is important for all of these individuals to be able to find appropriate housing if the local economy is to remain robust.

Providing effective housing and land development policies is essential to support the people (business owners, employees, residents in general) who will fulfill many of the stated goals and strategies in the Plan that pertain to creating a, **“...diverse, prosperous, and sustainable economy.”** (pp.38-39):

- *“Locally-owned businesses are the economic engines of the community.”*
- *“Existing and new businesses tap new markets for locally produced goods and services, providing the basis for year-round prosperity and more high-paying jobs.”*
- *“Support and participate in the established economic development efforts of local, regional and state government agencies to enhance businesses and attract new businesses.*
- *“Foster a business-friendly atmosphere where entrepreneurs can thrive.”*

A rezone of the property to SLR will help provide the housing that is required to support the above-quoted goals.

**General Plan – Chapter 5: Fiscal Impact of Development Patterns:**

This part of General Plan has a number of pages that basically boil down to saying that denser developments should be sited closer to towns and population

centers to reduce operational expenditures (public safety, roads and bridges, fire and EMS, etc.) for the county.

*“A future development pattern that concentrates growth near municipalities and within primary transportation corridors will cost less to provide with county roads than dispersed development and will save the county money.”*

Although the land under consideration for a rezone is not “close” to Moab, per the dictates of the General Plan, it is closer to two of the three “rural centers” that are proposed in the General Plan: one in the vicinity of the intersection of Spanish Valley Drive and Spanish Trail Road and another near Lemon Lane. (The subject property is also only about 2,300 feet (.43 miles) from the “High Density Housing Overlay – ELIGIBLE PROPERTIES.”)

This section of the General Plan is somewhat shortsighted, as it seems to completely ignore the fact that if Moab-area residents are forced to move to San Juan County to find suitable housing the costs to Grand County may well be higher than if they found housing closer to Moab. Plus, the property taxes collected in San Juan County would not do as much to offset the costs to Grand County.

Thus, a rezone of the property to SLR, would counter some of the cost concerns expressed in this chapter.

**6. Should the development be annexed to a city?** Not at this time.

**7. Is the proposed density and intensity of use permitted in the proposed zoning district?**

The proposed density and intensity, as illustrated in the aforementioned Conceptual Plan for Rezone, would be permitted in the proposed zoning district (SLR). While the Plan is not set in stone, any alternative plan would also comply with the rules of the SLR zone.

**8. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?**

**Environmental considerations:**

The Applicant believes that a tighter density development, which would be allowed with a rezone to SLR, would lessen some potential environmental impacts than if the land were developed under the current Rural Residential zoning:

- As mentioned above, a residential development on the subject property would create housing that is closer to Moab than if

homeowners were to live in San Juan County. This would reduce the impact to Grand County roads and reduce the amount of pollution emitted as residents drive fewer miles to reach the main population center. (There would also be a reduced use of Grand County EMS and Fire, if called to serve residents of San Juan County).

- Smaller lots are a more efficient use of space and require less maintenance and irrigation on a per dwelling basis.
- Smaller lots will encourage the building of smaller homes, which are more efficient on a per dwelling basis.

**Scenic quality impacts:**

Currently, the land is fallow agricultural land with no plans to return it to production. It has no water rights associated with it. It is just a big, empty, flat lot.

With exception of “agricultural lands” (which is debatable considering the Applicant has no plan to return the land to production), the land has none of the “higher priority” types of open-space listed in the General Plan, which include: riparian areas, 100-year floodplain, trail corridors, ridgelines, historic or archeological sites, geologic hazard areas or steep slopes.

The Applicant believes that converting the land to a higher and more productive use would have little adverse impact on surrounding properties, and provide housing that is much-needed in the community.

**9. Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated?**

The Applicant believes that the proposed zone change to SLR will allow for the development of a neighborhood that will be compatible with the surrounding uses.

While a development on the property under the SLR zone would result in smaller lots overall than those typically found in the surrounding area, the Applicant contends that the impact will not be adverse to the area. The minimum lot size is .2 acres in the SLR zone and will still fit into an area that is predominantly single-family housing.

The biggest change will be noted by those driving along Spanish Valley Drive, but the development envisioned in the Conceptual Plan will frontload the largest lots along this main artery, and they will be screened by trees or a wall, and be set

back enough to accommodate future expansion of the road and the addition of a trail.

Some of the developments that exist along Spanish Valley Drive include:

- The Pueblo Verde Subdivision, which is located about one tenth of a mile to the east, consists of .34 to .38 acre residential lots that are front-loaded along Spanish Valley Drive.
- The Blu Vista Casitas Subdivision, which is located just over one tenth of a mile to west, consists of half-acre residential lots sited along Spanish Valley Drive. Although currently there is a buffer zone between Spanish Valley Drive and the subdivision, it looks like this buffer would be consumed if Spanish Valley Drive is expanded and a trail were installed on the south side of the road.
- Rim Village Townhomes, located about a mile to the north, presents a higher density development than what is possible for the subject property if rezoned to SLR. Plus, some of the townhomes offer nightly rentals, which increase the impact to the community.

Additionally, the subject property is only about a quarter mile from the county line (or about one half a mile if one follows Spanish Valley Drive). The future development possibilities in San Juan County have greater potential to adversely impact the surrounding area.

#### **Spot zoning...**

One expected counterpoint to this zone change request is that some may consider it an act of “spot zoning,” which is defined in the Land Use Code as,

*“Where a particular small tract within a large district is specifically zoned so as to impose upon it restrictions not imposed upon the surrounding lands, or grant to it special privileges not granted generally, not done in pursuance of any general or comprehensive plan.”*

While it could be debated whether an 11-acre lot is “small,” the more cogent response is that the General Plan has fallen short in providing, “...*direction for decisions affecting the use and development of land...*” in regard to the County’s evolving housing needs, and therefore should not be fully relied upon to present a roadmap for the community.

As noted above, there is a contradiction in the General Plan. It calls out the importance of providing adequate housing, yet fails to provide a land use density plan that will allow for it. Zone changes in general, and for the subject property

in specific, would help correct this contradiction in the General Plan, advance the welfare of the community, and still conform with the spirit of the General Plan.

The following quotes from the General Plan are worth reprinting here:

*“Ample housing choices are designed and priced to fit the range of local earning power, ages, and abilities. Government policies and business decisions result in more affordable housing on-the-ground.”*

*“Citizens are able to live and work in the county because of a well-planned mix of housing types and price-ranges in diverse and vibrant neighborhoods near employment and services.”*

A county’s legislative body has broad discretion in establishing zoning regulations:

*“The wisdom of the zoning plan, its necessity, and the nature and boundaries of the district to be zoned are matters which lie solely within the discretion of the [legislative body]”*

*“Though a [legislative body] may have a myriad of competing choices before it, the selection of one method of solving the problem in preference to another is entirely within the discretion of the [legislative body]; and does not, in and of itself evidence an abuse of discretion.”*

*Tolman v. Logan City, 2007 UT App 260, ¶ 14, 167 P.3d 489*

**10. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? If utilities are not available, could they be reasonable extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development?**

**Utilities:**

- Grand Water & Sewer Service Agency: Dena Van Horn, of Grand Water & Sewer, confirmed by phone (4 Nov 2021) that they should have no problem supplying water (culinary, irrigation and fire) and sewer for a subdivision with up to 50 lots (Applicant’s Representative gave a high estimate to be safe). (See preliminary will serve letter, below.)
- Dominion Energy (Gas): Callie Whitney, of Dominion Energy, confirmed by email (26 Jul 2021) that Dominion would be “happy” to provide gas service to a new subdivision with up to 55 lots (Applicant’s Representative gave a high estimate to be safe).

- Rocky Mountain Power: RMP has not returned Applicant's phone call yet, but power is not expected to be an issue.

**Roads:**

- Spanish Valley Drive: The Applicant understands that some land may need to be dedicated for the ROW for Spanish Valley Drive to accommodate future expansion plus the addition of a sidewalk or trail.
- Moffitt Lane: Applicant understands that Moffitt Lane will likely need to be reconstructed to county standards if developed under SLR zoning, , and that this would be paid for by the project. (Improvements to Moffitt Lane would also benefit current residents in the area who have asked that the county improve the road.)

-- END --

## **GENERAL REZONE APPLICATION**

Shumway Property, LLC  
4400 S. Spanish Valley Drive, Moab UT 84532  
Parcel 02-0026-0040 (11.01 acres)

### **Articles re Housing Crisis**

The Times-Independent, *“Half of Moabites can’t afford housing,”* published October 29, 2020. The article is primarily focused on Kaitlyn Myers’ presentation of the findings of the Moab Area Housing Task Force to the Moab City Council and the Grand County Commission:

*“The gap between the average wage and the median home price is even larger; two people both with a typical Moab wage could not combine their earnings to afford an average house in Moab, according to the report. By 2030, a typical house in Moab may be too expensive for even a household of three conventional workers to afford.”*

*“Myers said during a report to the county commission that the area needs more housing for people earning more than the area’s median income, “but,” she told commissioners, “you can see that we also need a lot of new housing for people that are lower incomes, especially” for people who earn less than 30% of the area’s median wage.”*

*“The report shows not only that the current gap between wages and housing prices is dire, it puts in sharp detail how quickly the two could diverge in the near future, as well.”*

*“...studies showed that the cheapest home sold in 2017 was too expensive for half of Grand County residents and that the county had the largest shortfall between the area’s typical income and the area’s typical rent of any county in Utah in 2018 — including those on the Wasatch Front.”*

The Times-Independent, *“Moab’s housing crises create a hiring crisis,”* published May 20, 2021:

*“Across Moab, employers large and small, public and private are struggling to hire and hang on to new employees. The primary identified culprit: the city’s tight housing market and skyrocketing real-estate costs.”*

*“Grand County’s Human Resources Director Renee Baker...Baker estimated that **roughly 20% of people offered a job at the county decline it due to housing costs and paucity.**”*

*“And even after employees begin working, employers aren’t necessarily in the clear. Katherine Sullivan, Moab Regional Hospital’s Director of Human Resources, wrote in an email that **the hospital has lost nine employees to housing issues this past year alone.**”*

KUTV, “Moab housing among the most expensive in Utah, hurting locals looking for a place,” published August 22, 2021:

*“Of the 29 counties in Utah, **one of the most expensive for housing is Grand County** — home of Moab, the popular tourist destination.”*

*“The latest data show **the median price of a home in that county in June was \$584,500**, according to the Utah Association of Realtors, which was the fourth highest in the state. Only Summit, Wasatch, and Morgan counties were higher.”*

*“**Somebody wants to live in Moab and has a job, but they get here and they can’t find a house - whether it is to rent or to buy - and so they bounce. They leave,**” [Moab Mayor] Niehaus said. “A lot of the stories of people not being able to find a home have bounced out of town and, unfortunately, that’s the reality in Moab.”*

**Example of a layout for a PUD that is allowed by current zoning.**

**Spanish Valley Drive**

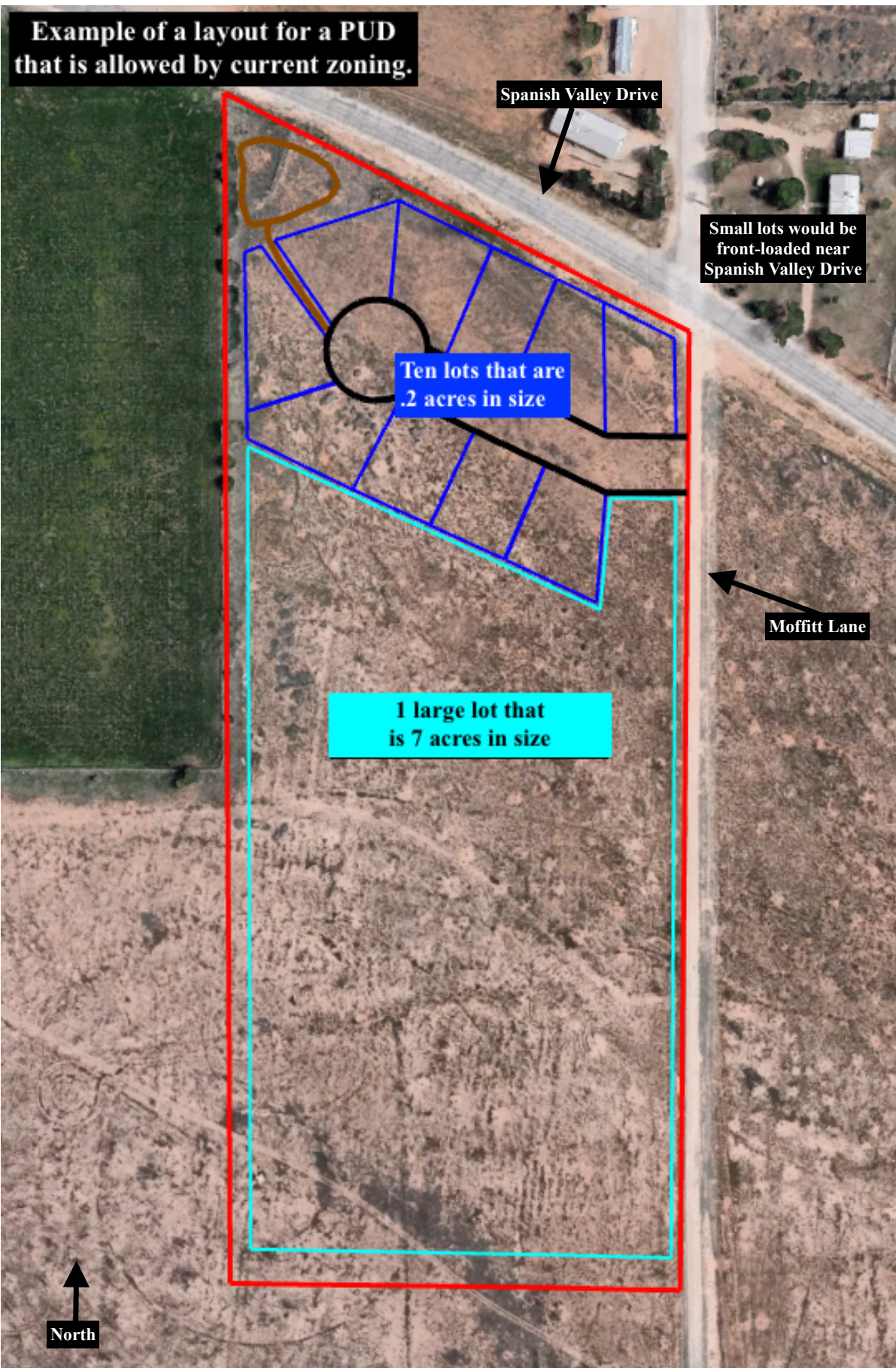
**Small lots would be front-loaded near Spanish Valley Drive**

**Ten lots that are .2 acres in size**

**1 large lot that is 7 acres in size**

**Moffitt Lane**

**North**





# Grand Water & Sewer Service Agency

3025 E Spanish Trail Rd. PO Box 1046 Moab, Utah 84532  
435-259-8121 telephone 435-259-8122 fax

## PRELIMINARY

### APPLICATION FOR WATER AND/OR SEWER SERVICE AVAILABILITY

Date: Nov 9, 2021

Property Owner: Jim Schnepel

Mailing Address: PO Box 494

City: Kamas State: Utah Zip: 84036

Telephone: 801-231-3666

E-mail: \_\_\_\_\_

Contact Person (if different): \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Service Address: 4400 S. Spanish Valley Drive

Parcel Number: 02-0026-0040

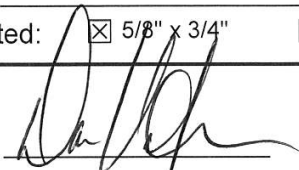
Number of Units: 50

Requested Services:  Water & Sewer  Water Only  Sewer Only

Project Type:  Residential  Commercial  Industrial

Type of Business: \_\_\_\_\_

Meter Size Requested:  5/8" x 3/4"  1"  1.5"  2"  Other

Authorized Signature: 

Date: 11-9-2021

This approval is PRELIMINARY proof of service availability. GWSSA REQUIRES A WILL SERVE APPLICATION, FEE AND DEVELOPMENT REVIEW PRIOR TO FINAL APPROVAL.












Photo	MLS#	List Price	Status	Style	Tot SqFt	Sold Price	NS/EW	Photos
	Address			City, State		Acre	Tour/Open	Gar/Prt
	Bd/Bth/Fm	Bsmt/%Fin	List DT	Sold DT	Year Bilt	Type		
	1757715	\$425,000	Active	Split-Entry/Bi-Level	2,500	\$0	/	4
	452 Park Dr			Moab, UT		0.17	None	1/0
	4/2.00/1	/100%		07/26/2021		1970 ⓘ	Single Family	
	1768667	\$479,000	Active	Rambler/Ranch	1,648	\$0	589 S / 589 W	45
	589 Huntridge Dr			Moab, UT		0.23	None	0/1
	3/2.00/1	/%		09/09/2021		1956 ⓘ	Single Family	
	1743656	\$489,000	Active	Manufactured	1,501	\$0	/ 2739	18
	2739 Nuevo Ct #2			Moab, UT		0.64	View Tour	2/0
	3/2.00/1	/%		05/21/2021		2021	Single Family	
	1743658	\$495,000	Active	Manufactured	1,501	\$0	/ 2771	18
	2771 Nuevo Ct #5			Moab, UT		1.00	View Tour	2/0
	3/2.00/1	/%		05/21/2021		2021	Single Family	
	1775438	\$499,000	Active	Rambler/Ranch	1,524	\$0	S / E	45
	1182 Austin Dr			Moab, UT		0.25	View Tour	2/0
	4/2.00/1	/%		10/13/2021		2004	Single Family	
	1777521	\$550,000	Active	Rambler/Ranch	1,352	\$0	3593 / 3593	25
	3593 E Kerby Ln			Moab, UT		1.00	None	0/1
	3/2.00/0	/%		10/29/2021		1981	Single Family	
	1772331	\$575,000	Active	Tri/Multi-Level	2,592	\$0	S / W	36
	2450 San Jose Rd			Moab, UT		1.00	None	1/0
	4/3.00/1	/70%		10/01/2021		1978	Single Family	
	1775661	\$575,000	Active	Manufactured	1,920	\$0	S / E	52
	3427 Lemon Ln			Moab, UT		1.05	View Tour	1/0
	3/3.00/1	/%		10/15/2021		2016	Single Family	

Photo	MLS#	List Price	Status/Type	Lease Pr	Price per	Zoning	
	Address		City, State		Acres	NS/EW	Tour/Open
	Lot	Plat	Water	Utilities		Sold Price	
	1778268	\$179,000	Active / Exclusive	0.00			
	2233 S Rio Verde		Moab, UT		0.30	2233 /	None
	4	SOLANO VALLE	Culinary Available	Gas: Available; Gas: Not Connected; Power: Available; Power: Not Connected; Sewer: Available; Sewer: Not Connected; Sewer: Private			\$0
	1777076	\$209,000	Active / Exclusive	0.00			
	3401 Westwater Dr		Moab, UT		0.39	/	None
	20	PUESTA DEL SO	Culinary Available	Gas: Available; Gas: Not Connected; Sewer: Public; Gas: Stubbed; Power: Stubbed; Sewer: Stubbed			\$0
	1751815	\$225,000	Active / Exclusive	0.00		RA-1	
	1289 E Dream Dr		Moab, UT		0.28	S / 1289 E	None
	19-A	MILL CREEK VILI	Culinary Available	Gas: Stubbed; Power: Stubbed; Sewer: Stubbed			\$0
	1746989	\$229,000	Active / Exclusive	0.00	Acre		
	2241 Salida Del Sol		Moab, UT		0.42	/	None
			Culinary Available	Gas: Available; Power: Available; Sewer: Available			\$0
	1776936	\$230,000	Active / Exclusive	0.00	Acre	RR	
	3323 S Creekside Ln		Moab, UT		0.42	/	None
	9	CREEKSIDE EST	Culinary Available	Gas: Available; Power: Available; Sewer: Available; Sewer: Public; Power: Stubbed			\$0
	1758013	\$249,000	Active / Exclusive	0.00		RR	
	4144 Valle Del Sol Dr		Moab, UT		1.00	/	View Tour
			Culinary Available	Gas: Available; Power: Available; Sewer: Available			\$0





## UtahRealEstate.com - Brief Report - Land

Nov 9, 2021: 2 year history of sold lots, .2-.25 acres,  
located in Grand County in Moab valley  
(excludes those that allow for overnight rentals)

Photo	MLS#	List Price	Status/Type	Lease Pr	Price per	Zoning	
	Address		City, State		Acres	NS/EW	Tour/Open
	Lot	Plat	Water	Utilities		Sold Price	
	1611895	<b>\$124,000 (sold price)</b> \$129,000	Sold / Exclusive R 0.00			SLR	
	3340 Watchman Trail		Moab, UT		0.25	/	None
	12	WATCHMAN EST	Culinary Available	Gas: Stubbed; Power: Stubbed; Sewer: Stubbed			\$124,000
	1720910	<b>\$124,000 (sold price)</b> \$140,000	Sold / Exclusive R 0.00				
	3276 E Desert Willow Dr		Moab, UT		0.24	/	None
	15	RIM VILLAGE VIS	Stubbed	Gas: Available; Power: Available; Sewer: Available			\$124,000
	1589136	<b>\$135,000 (sold price)</b> \$145,000	Sold / Exclusive R 0.00			RA-1	
	1298 E Dream Dr		Moab, UT		0.20	1298 S / 1298 E	None
	5	MILLCREEK VILL	Connected	See Remarks; Gas: Available; Gas: Not Connected; Power: Available; Power: Not Connected; Sewer: Available; Sewer: Public; Gas: Stubbed; Power: Stubbed; Sewer: Stubbed			\$135,000
	1725406	<b>\$142,000 (sold price)</b> \$149,000	Sold / Exclusive R 0.00			MFR	
	3243 E Meador Dr		Moab, UT		0.23	/ 3243	None
	18	RIM VILLAGE VIS	Culinary Available	Gas: Available; Power: Available; Sewer: Available; Sewer: Public; Power: Stubbed			\$142,000
	1700133	<b>\$180,000 (sold price)</b> \$189,500	Sold / Exclusive R 0.00				
	545 E Peacock Ln		Moab, UT		0.21	S / 545 E	View Tour
	1	MULBERRY GRC	Stubbed	Gas: Stubbed; Power: Stubbed; Sewer: Stubbed			\$180,000
	1736308	<b>\$209,000 (sold price)</b> \$209,000	Sold / Exclusive R 0.00			R2	
	714 N Palisade Dr		Moab, UT		0.22	714 /	None
	54	THE PRESERVE	Culinary Available	Gas: Stubbed; Power: Stubbed; Sewer: Stubbed			\$209,000

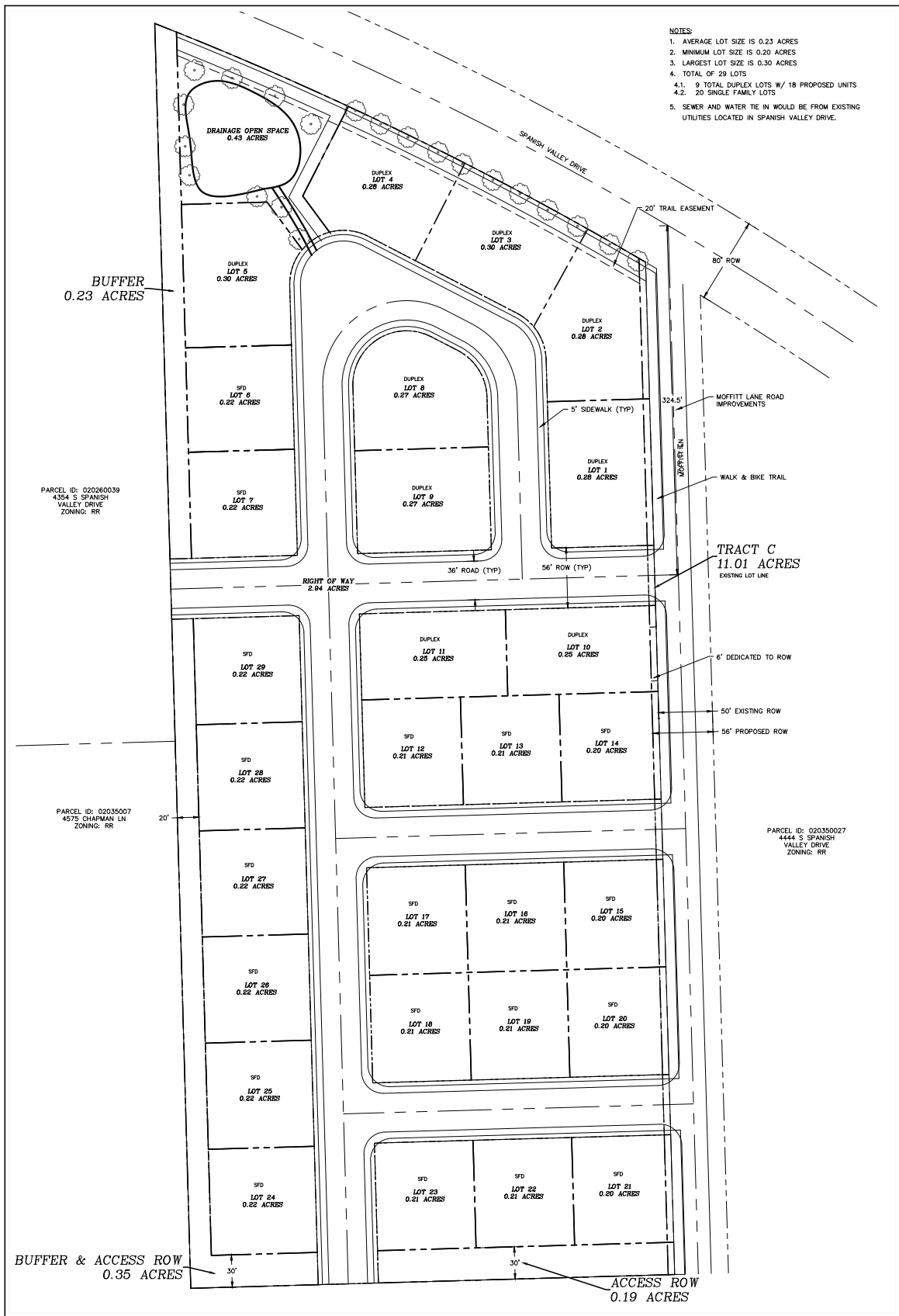
UtahRealEstate.com - Brief Report - Land

Nov 9, 2021: 2 year history of sold lots, .9-1.5 acres,  
located in Grand County in Moab valley  
(does not include those that allow for overnight rentals)

Photo	MLS#	List Price	Status/Type	Lease Pr	Price per	Zoning	
	Address		City, State		Acres	NS/EW	Tour/Open
	Lot	Plat	Water	Utilities			Sold Price
	1731490	<b>\$147,500 (sold price)</b> \$150,000	Sold / Exclusive R	0.00		RR	
	3953 S Spanish Valley Dr		Moab, UT		0.90	/	View Tour
	6	VOTH SUBDIVISI	Connected	Gas: Available; Power: Connected; Sewer: Connected; Sewer: Public			\$147,500
	1614656	<b>\$170,000 (sold price)</b> \$199,000	Sold / Exclusive R	0.00			
	2666 S Desert Rd		Moab, UT		1.20	2666 /	None
		HACKNEY SUBD	Connected; Well(	Gas: Available; Power: Available; Sewer: Available			\$170,000
	1761957	<b>\$230,000 (sold price)</b> \$239,000	Sold / Exclusive R	0.00		RR	
	1235 E Knutson Cor		Moab, UT		1.00	/ 1235	None
				Culinary Available Gas: Stubbed; Power: Stubbed; Sewer: Stubbed			\$230,000
	1725326	<b>\$250,000 (sold price)</b> \$248,000	Sold / Exclusive R	0.00		RR	
	3100 S Rimrock Rd		Moab, UT		1.00	3100 S / 3100 W	None
			See Remarks; Cu	See Remarks; Gas: Available; Gas: Not Connected; Power: Available; Power: Not Connected; Sewer: Available; Sewer: Not Connected; Sewer: Public; Sewer: Stubbed			\$250,000

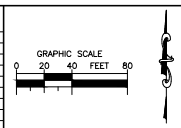


- NOTES:**
1. AVERAGE LOT SIZE IS 0.23 ACRES
  2. MINIMUM LOT SIZE IS 0.20 ACRES
  3. LARGEST LOT SIZE IS 0.30 ACRES
  4. TOTAL OF 29 LOTS
  - 4.1. 9 TOTAL DUPLEX LOTS W/ 18 PROPOSED UNITS
  - 4.2. 20 SINGLE FAMILY LOTS
  5. SEWER AND WATER TIE IN WOULD BE FROM EXISTING UTILITIES LOCATED IN SPANISH VALLEY DRIVE.



Revisions:

#	DATE	DESCRIPTION



**SHUMWAY PROPERTY, LLC**  
**CONCEPTUAL PLAN FOR REZONE**  
**4400 S SPANISH VALLEY DRIVE**  
**GRAND COUNTY, MOAB, UTAH**

**PLAN NO.**  
**CP 100**

Sheet 1 of 1  
 Project: 4400 S SPANISH VALLEY  
 Date: 11/5/2021  
 Drawn By: CP  
 Checked By: JG



**FOR REVIEW ONLY**  
**NOT FOR**  
**CONSTRUCTION**