



PUBLIC NOTICE IS HEREBY GIVEN THAT THE
GRAND COUNTY COMMISSION
WILL MEET IN THE

Grand County Commission Chambers
125 East Center Street, 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, April 19, 2022

- 3:00 p.m. Grand County Water Community Information Session**
- 4:00 p.m. Thompson Springs Special Service Fire District Board Meeting (see separate agenda)**
- 4:05 p.m.**

- Call to Order**
- Pledge of Allegiance**
- 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. April 5, 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 Small Tourism Business Marketing Grant Program Pilot (Ben Alter, Economic Development Specialist)
 - C. Approving Local Economic Diversification Grant Program Pilot (Ben Alter, Economic Development Specialist)
 - D. Approving SkyWest Seasonal Modification of Flight Schedule at Canyonlands Regional Airport (Tammy Howland, Interim Airport Director)
 - E. Approving the reclassification of the Part Time Library Assistant to a full time, benefited Library Assistant (Renee Baker, Personnel Services Director)

- F. Approving the step adjustment of 5 current Sheriff's Office Employees (Renee Baker, Personnel Services Director)
- G. Approving the 2022 Bronco Safari Special Event Permit (Angie Book, Old Spanish Trail Arena Director)
- H. Approving the purchase of scoreboards for the Old Spanish Trail Arena ballfields (Angie Book, Old Spanish Trail Arena Director)
- I. Approving Independent Contractor Agreement with Kevin Bowden Construction for Old Spanish Trail Arena ballfield scoreboards (Angie Book, Old Spanish Trail Arena Director)
- J. Approving amendment to Professional Services Agreement with SCJ Alliance to include a subarea plan for the Book Cliffs (John Guenther, Planning & Zoning Director)
- K. Approving Disposition of Real Property Parcels 26S22E358401, 26S22E358402, 27S22E014200, and 000390000D0 - Owned by Grand County and Located within San Juan County, Utah (Chris Baird, Strategic Development Director)
- L. Approving volunteer appointment to the Thompson Special Service District Water Board (Chair Hadler)
- M. Approving volunteer appointment to the Travel Council Advisory Board (Vice-Chair McGann)
- N. Approving Resolution of support for the 30x30 Initiative (Commissioner Stock)
- O. Adopting Ordinance repealing and replacing Chapter 8.16 (Special Events) of the Grand County General Ordinances and related Ordinance No. 643 (Mallory Nassau, Commission Administrator)
- Consent Agenda- Action Items**
 - P. Ratifying the Chair's signature on a Common Interest, Joint Defense, Attorney Work Product, and Exchange of Confidential Information Agreement
 - Q. Approving a Memorandum of Understanding with the Southeast Utah Riparian Partnership
 - R. Approving Commission board and committee liaison re-assignments
- Discussion Items**
 - S. Discussion on visitor messaging and visitor surveys related to noise and other impacts (Commissioner Walker)
 - T. Calendar items and special events (Quinn Hall, Associate Commission Administrator)
- Public Hearings- Possible Action Items**
 - U. Public hearing on a request to rezone real property located at 75 W. Old Hwy 6 & 50, Thompson Springs from Range and Grazing to General Business (Parcel No. 07-0021-0105), while preserving the existing OAO-RV/Campground (Planning & Zoning)
- 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
Hybrid virtual participation on Zoom
Moab, Utah**

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

**MINUTES
5 April 2022**

The Grand County Commission met in a regular meeting on April 5th, 2022. The meeting was held in-person in the Grand County Commission Chambers, with hybrid virtual participation also available via Zoom. It was also broadcast and saved on YouTube. Attending the meeting in-person were Grand County Commissioners Evan Clapper, Trisha Hedin, Jacques Hadler and Kevin Walker. Commissioner Sarah Stock attended the meeting virtually. Also attending in-person were Commission Administrator Mallory Nassau, Associate Commission Administrator Quinn Hall, and Clerk/Auditor Gabriel Woytek. Strategic Development Director Chris Baird was in attendance virtually. County Commissioner Mary McGann joined the meeting virtually at 4:37pm. County Attorney Christina Sloan joined the meeting virtually at 4:39pm.

4:05 pm Call to Order

Citizens to Be Heard (none at this time)

Presentations (none scheduled)

Department Reports

- A. Report on the Neighborhood Planning and Strategies Timetable – Updates to the General Plan (John Guenther and Elissa Martin, Planning and Zoning)

Presentation

Staff described current status of General Plan process, as presented in packet.

Recitation of Pledge of Allegiance

Approval of Minutes (Gabriel Woytek, Clerk/Auditor)

- B. March 15, 2022 (Regular County Commission Meeting)

Motion by Commissioner Hedin to approve the minutes from March 15th, 2022.

Motion Seconded by Commissioner Walker

Discussion (none at this time)

Motion Passes 5-0 (McGann absent)

Ratification of Payment of Bills

Motion by Commissioner Hedin to approve and ratify payment of bills in the amount of \$1,017,018.73 and payroll in the amount of \$324,274.48 for a combined total of \$1,341,293.21.

Motion Seconded by Commissioner Walker

Discussion (none at this time)

Motion passes 5-0 (McGann absent)

Commission Member Disclosures (none at this time)

General Commission Reports and Future Considerations

Jacques Hadler

- Joint Moab City/Grand County Coordination Meeting
- Met with Jake Bornstein, John Curtis' chief of staff, on visit to Moab
- Chamber of Commerce meeting
- USU-Moab ribbon-cutting
- Luncheon with Sheriff
- Responsible Recreation Committee meeting

Trisha Hedin

- Recreation Special Service District meeting
- Grand Water and Sewer (GWSSA) meeting, Ken's Lake level above average
- Planning Commission meeting
- Annual Zone 7 Conservation District meeting in Green River
- Luncheon with Sheriff
- Utah Support Advocates for Recovery Awareness open house
- Meeting with DWR Engineer Marc Stilson regarding Pack Creek gauge

Sarah Stock

- Moab City meeting relating to regional haze, future consideration for Grand County to engage
- Grand County received groundwater monitoring grant in collaboration with other entities in the valley
- BLM listening session for Castle Valley
- Moab Area Watershed Partnership meeting
- Meeting with Forestry, Fire, and State Lands, new MOU to be approved
- Moab Mosquito Abatement District meeting
- Bear's Ears land trade meeting
- Community Renewable Energy Program meeting, program design to be presented to public this summer

Kevin Walker

- Joint Moab City/Grand County Coordination meeting
- Bear's Ears land trade meeting
- Responsible Recreation Committee meeting

Evan Clapper

- Arches Special Service District meeting, applied for expansion permit for north side of river

Mary McGann

- To offer full update at next meeting

Elected Official Reports

Grand County Clerk/Auditor Gabriel Woytek

- Auditing consultants came and performed work

Grand County Attorney Christina Sloan

- Internal Working Group on Noise pollution concerns, to go public soon

Commission Administrator Report

Commission Administrator Mallory Nassau

- Update on Special Event permitting platform
- Indigent Defense Commission
- Marc Stilson to present at 4/19 Commission meeting, offer quarterly opportunities to inform public

General Business - Action Items, Discussion and Consideration of:

- C. Approving a new Commissioner to fill Gabriel Woytek's seat (at-large) (Jacques Hadler, Commission Chair)

Presentation

Chair Hadler named 3 applicants for interim appointment – Josie Kovash, Bill Winfield, and Dan Stenta

Motion by Commissioner Hedin to appoint Josie Kovash to fill the vacant at-large seat of the Grand County Commission, and swear them into office.

Motion Seconded by Commissioner Stock

Discussion

Commissioner Hedin pointed out Kovash's role on the County Planning Commission and familiarity with pressing needs in the county. Commissioner Stock also pointed out Kovash's qualifications relating to pressing planning issues, 'quiet streets' efforts, committed engagement throughout community. Commissioner Walker pointed out quality of all three candidates, Kovash's focus on quality of life issues which is a central concern of constituents. Commissioner McGann mentioned discomfort with potential appointment of Winfield as a candidate running in upcoming election. Commissioner Clapper expressed gratitude to qualified applicants for their interest. Commissioner Walker reiterated stance regarding avoiding appointment of a candidate running in upcoming election, mentioning past exceptions to this rule and their rationale.

Motion passes 6-0 (McGann present)

Josie Kovash sworn in as Grand County Commissioner, with Clerk/Auditor Woytek administering Oath of Office. Josie Kovash immediately assumed role on the dais as a voting member.

- D. Approving Commission board and committee liaison re-assignments and new Commissioner assignments (Quinn Hall, Associate Commission Administrator)

Presentation

Staff offered appointment updates as presented in packet

Motion by Commissioner Hedin to appoint commissioners to board assignments as presented and discussed.

Motion Seconded by Commissioner Clapper

Discussion

Brief discussion on future realignment possibilities as new roles are assumed on boards.

Motion passes 7-0

- E. Adopting Ordinance approving rezone request from Rural Residential to Small Lot Residential for property located at 4400 Spanish Valley Drive, Parcel number 02-0026-0040 (Elissa Martin, Associate Planner)

Presentation

Staff presented application as it appears in packet. Commissioner Hedin asked for clarification on future development plans, and an estimate for future lot cost, applicant offered that lots will be sold for an estimated \$150,000.

Motion by Commissioner Hedin to deny the request to rezone Grand County Parcel No. 02-0026-0040 to Small Lot Residential zoning.

Motion Seconded by Commissioner Walker

Discussion

Commissioner Hedin expressed concern about affordability of this development and preserving integrity of Rural Residential Zones. Commissioner Walker stressed that we use available tools to ensure affordability and primary residency amidst present housing inventory scarcity, expressed appreciation for logical and reasonable debate between developer and neighborhood. Commissioner Clapper mentioned growth trends and potential for community benefit through rezoning, but only if it addresses workforce housing needs. Commissioner Kovash mentioned incomplete General Plan update process and importance of that process concluding before approving such an application.

Motion passes 7-0

- F. Adopting Resolution approving the Final Plat of the Smith Minor Subdivision Affecting Parcel Nos. 02-0023-0005 and 02-0023-0009 (Elissa Martin, Associate Planner)

Presentation

Staff presented application as presented in packet.

Motion by Commissioner Walker to approve the Findings of Fact set forth in the staff report dated February 1, 2022 and the proposed Resolution approving the Final Plat of the Smith Minor Subdivision with the following conditions: The Owners shall record the Private Access Tract Maintenance Agreement simultaneously with the Final Plat.

Motion Seconded by Commissioner Hedin

Discussion

Commissioner Walker sought and received confirmation that there was no public comment in opposition to this application.

Motion passes 7-0

G. Approving the Final Plat and Subdivision Improvement Agreement (SIA) and Final Plat for Phase II of Viewgate Terrace Subdivision and HDHO development on Parcel 02-0VGT-0003 (Elissa Martin, Associate Planner)

Presentation

Staff presented application as presented in packet. Commissioner Walker sought clarification that application remains unchanged, staff confirmed that it is, with exception of underground water disposal system described in agreement.

Motion by Commissioner Clapper to adopt a Resolution approving the Final Plat and Subdivision Improvements Agreement for Phase II, Viewgate Terrace Subdivision and the Declaration of Covenants, Conditions, Restrictions, and Easements for the Underground Water Disposal System on Lots 1A, Phase I, and Lots 2 and 5, Phase II, Viewgate Terrace Subdivision, subject to the following conditions:

1. The Owner shall continually comply with the County Engineer's requirements, Ordinance Nos. 599 and 657, the HDHO Master Plan and the Amended and Restated Development Agreement;
2. The Owner shall record the SIA and the Declaration of Covenants, Conditions, Restrictions, and Easements for the Underground Water Disposal System on Lots 1A, Phase I, and Lots 2 and 5, Phase II, Viewgate Terrace Subdivision simultaneously with the Final Plat in the Recorder's Office; and

Motion Seconded by Commissioner Walker

Discussion

Commissioner Stock asked if development would include any children's play structures to accompany the proposed multi-family housing. Staff clarified that such a feature would be included in site plan, not in currently contemplated plat.

Motion passes 7-0

H. Discussion and possible action on the proposed Planning and Zoning priority list (Elissa Martin, Associate Planner)

Presentation

Staff presented potential code updates as outlined in the packet. Commissioner Stock sought clarification on how 'Housing A' initiative relates to 'Housing C.' Attorney Sloan endorsed 'Housing C' as overarching priority through interim Resolution and update of Nexus Study, and expressed concern regarding aggressive timelines for completion. Attorney Sloan also endorsed prioritizing expansion of HDHO Ordinance. Commissioner Walker sought clarification on overall plan for concentrating efforts between inclusionary zoning approach versus density bonus incentives and similar strategies.

Motion by Commissioner Walker to:

1. approve the list of priorities in the Planning & Zoning staff report, dated 3/30/2022, for immediate action as described in the proposed timetable and;
2. direct staff to continue to work with the LUC update advisory committee to develop ordinances and draft code language for such priorities and;

3. direct staff to work with BAE Urban Economics to develop a scope of work and cost estimate to update the assured housing nexus study and;
4. with the understanding that the initiative labeled 'Housing C' shall be of highest priority for completion

Motion Seconded by Commissioner Hedin

Discussion (none at this time)

Motion passes 7-0

- I. Approving Emergency Purchase of Administrative Roof Replacement at The Old Spanish Trail Arena (OSTA) (Angie Book, Director OSTA and Chris Baird, Strat. Dev. Director)

Presentation

Staff described need for OSTA roof repair as presented in packet. State contractor being used which precludes the need for a competitive bid process.

Motion by Commissioner Hedin to approve the agreement for the emergency replacement of the administrative roof of the Old Spanish Trail Arena with Garland/DBS, Inc. in the amount of \$124,971, to be drawn from the General Fund's Capital Buildings budget.

Seconded by Commissioner Walker

Discussion

Commissioner Clapper expressed need to establish a schedule for facility maintenance needs. Chris Baird clarified that maintenance staff was working on generating inventory of such needs.

Motion passes 7-0

- J. Approving billboard lease agreement for billboard located at 675 N Main (August Granath, Economic Development)

Presentation

Staff presented details of current billboard design and placement, and the agreement as presented in packet. Commissioner Hadler clarified that rate is unchanged in new contract, design subject to change. Commissioner Walker emphasized importance of maintaining and potentially acquiring new billboard opportunities.

Motion by Commissioner Walker to approve the agreement with Scott Newton/Velo Newguz, LLC to lease the north side of the billboard located at 675 N Main Street at a rate of \$6600.00 per year for 2 years.

Motion seconded by Commissioner Clapper

Discussion

Commissioner Stock voiced support for refreshing current imagery and utilizing local artists for future billboard designs.

Motion passes 7-0

- K. Approving Housing Authority of Southeastern Utah (HASU) and Grand County Grant Contract (Ben Alter, Economic Development)

Presentation

Staff presented contract details as presented in packet.

Motion by Commissioner Clapper to approve the Grant Contract Agreement between HASU and Grand County for the administration of the Rural County Grant Part B FY22 award.

Motion seconded by Commissioner Walker

Discussion

Commissioner Hedin offered congratulations for staff achievement in attaining this grant opportunity.

Motion passes 7-0

- L. Approving County Strategic Plan (John Guenther, Planning and Zoning)

Presentation

Staff presented details of proposed adoption as presented in packet.

Motion by Commissioner Clapper to adopt the County Strategic Plan dated March 29, 2022; and that Staff develop an implementation plan and report back with suggested strategies.

Motion seconded by Commissioner McGann

Discussion (none at this time)

Motion passes 6-0, Commissioner Stock unable to vote due to technical difficulties

Consent Agenda – Action Items

- M. Approving commission chair's signature on letter regarding proposed Bear's Ears National Monument and State Institutional Trust Lands (SITLA) land swap
- N. Approving commission chair's signature on letter of support for Recreational Trails Program (RTP) grant
- O. Ratifying the chair's signature on a Memorandum of Understanding (MOU) between the Bureau of Land Management (BLM) Moab and Price field offices and Grand County as a cooperating agency
- P. Adopting a Resolution expressing support for S. 7928/H.R. 5338 to address shortcomings in the radiation exposure compensation program and urging congress to continue its obligation to support uranium workers

Motion by Commissioner Hedin to adopt the consent agenda as presented

Motion seconded by Commissioner Clapper

Discussion (none at this time)

Motion passes 7-0

Discussion Items

Q. Calendar items and special events (Quinn Hall, Associate Commission Administrator)

Public Hearings- Possible Action Items

R. Public Hearing and Possible Action on the Proposed Disposition of Real Property Parcels
26S22E358401, 26S22E358402, 27S22E014200, and 0003900000D0 - Owned by Grand County and
Located within San Juan County, Utah (Chris Baird, Strategic Dev Director)

Presentation

Staff presented details on potential property sales as presented in packet. This action is not a commitment to sell. Commissioner Walker asked if San Juan County had been contacted regarding possible sale of these parcels within their jurisdiction, in the interest of existing efforts to foster collaboration and communication.

Public Hearing opened by Chair Hadler at 6:22pm, to remain open until 5pm on Wednesday, April 13th.

Chair Hadler adjourned meeting at 6:23pm

Jacques Hadler
Chair, Grand County Commission

Gabriel Woytek
Grand County Clerk/Auditor

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
APRIL 19, 2022
Agenda Item: B

TITLE:	New Program Proposal for Small Tourism Business Marketing Grant Program - Pilot
FISCAL IMPACT:	\$55,000 (already budgeted)
PRESENTER(S):	August Granath, Ben Alter

Prepared By:

FOR OFFICE USE ONLY:
Attorney Review:

N/A

SUGGESTED MOTION:

I move to approve the Small Tourism Business Marketing Grant Program - Pilot for implementation.

BACKGROUND:

The Grand County Economic Development Department (EDD) seeks to create and fund programs that support business retention and expansion in Grand County. The EDD specifically aims to bolster the marketing abilities of small, locally-owned businesses within Grand County’s tourism sector so as to support the diversity of businesses within our region. Businesses awarded these funds will be required to limit their marketing to visitors already in the Moab area.

ATTACHMENT(S):

1. Small Tourism Business Marketing Grant Proposal
2. Grant “one-pager” distributed at public workshops

NEW PROGRAM PROPOSAL
for SMALL TOURISM BUSINESS
MARKETING GRANT PROGRAM - PILOT

I. Background

The Grand County Economic Development Department (EDD) seeks to create and fund programs that support business retention and expansion in Grand County. The EDD specifically aims to bolster the marketing abilities of small, locally-owned businesses within Grand County's tourism sector so as to support the diversity of businesses within our region. Businesses awarded these funds will be required to limit their marketing to visitors already in the Moab area.

II. Overview

The EDD proposes the creation of a grant program pilot with the aim of supporting small businesses, non-profits, and other organizations that contribute to the tourism sector of Grand County. The current stated goal of this grant program pilot is:

To support projects that boost the visibility of small, locally-owned tourism businesses and/or their services. Provided with free capital, small businesses are able to market their services to visiting tourists in the Grand County area. Resulting increased profits can contribute to the diversity of tourism-related businesses in Grand County.

The EDD has budgeted \$55,000 to fund this pilot via the Tourism Promotion carve out of transient room tax (TRT)¹ revenue expected to be collected in fiscal year 2022. The EDD will conduct significant public outreach in the months prior to the application launch to provide information on how to craft a robust application and access other business resources in our region. Applications will be scored for basic business health and across four criteria by a committee consisting of no EDD staff.

The EDD expects to disburse about 11 awards from this fund during fiscal year 2022. All awards will require a small match from the recipient organizations with the sources of match being flexible. Awardees will be given one year to spend their grant award.

¹ "Purposes of Transient Room Tax and Expenditure of Revenue -- Purchase or Lease of Facilities -- Mitigating Impacts of Recreation, Tourism, or Conventions -- Issuance of Bonds. (Effective 5/5/2021)." *Utah Code Section 17-31-2*. https://le.utah.gov/xcode/Title17/Chapter31/17-31-S2.html?v=C17-31-S2_2018050820180508. See Section (2) (a) (i).

III. Costs & Resource Requirements

The EDD expects the total cost of this pilot not to exceed the \$55,000 allocated. No application fees will be charged.

The EDD will generate application resource materials, possibly including and not limited to the following listed items, in order to support applicants:

- Webinar(s) guiding applicants through the process and addressing frequently asked questions
 - Separate webinars may be created to assist for- vs. non-profit operators
- A frequently asked questions resource (web and physical page)
- An application tips and best practices resource (web and physical page; possible video)
- A list of example projects and disallowed projects (web and physical page)
- An email distribution list to receive grant timeline updates and other grant-related communications from our office
- An online feedback form assessing the grant application process
- An online feedback form assessing the grant design (already created and circulated, see: <https://rb.gy/bnclst>)
- Offer of in-person assistance to applicants
- A list of verified grant writing resources, including contractors (web and physical page)

The EDD will require applicants to meet with our region's local Small Business Development Center (SBDC) staff prior to crafting their grant application. The EDD will work with the SBDC staff in the weeks prior to the application opening date to build an understanding of Grand County grant programs as well as other resources that applicants should be directed to. The goal of this requirement is to connect Grand County businesses, non-profits, and other organizations with the office of the SBDC, a free resource that provides year-round organization assistance on matters including but not limited to funding opportunities.

As of the date of the submission of this proposal, an individual has yet to be placed in the role of SBDC staff member for our county. The role requires nearly three months of training before the new staff member is fully-equipped to assist organizations; therefore, this requirement may be amended during the program design process so that applicants are connected with other available resources.

IV. Timeline

The following timeline was created by the EDD. Currently, the creation of this pilot has aligned with the timeline set out:

Date	Engagement	Note
3/1/2022	County commission workshop	Completed
3/3/2022	Community engagement session: land use open house at Star Hall	Completed
3/8-10/2022	First governing bodies review: Grand County Economic Development Advisory Board, Grand County Economic Diversification Advisory Council, Moab Area Travel Council Advisory Board	Completed
3/29-31/2022	Community engagement sessions: public workshops at Grand Center and Moab Arts & Recreation Center	Completed
4/12-13/2022	Second governing bodies review: Moab Area Travel Council Advisory Board	Completed
4/19/2022	County commission review for approval	Underway
5/1/2022	Grant program pilot launch	Beginning of public engagement campaign publicizing grants and application resources
7/1-31/2022	Application period	This period is dependent on the hiring of an SBDC staff member for Grand County
8/1/2022	Evaluation committee convenes	This date is an estimate
9/1/2022	Grants disbursed	This date is an estimate

V. Eligibility

All small, locally-owned established organizations, including for- and non-profit businesses, will be eligible to apply to this grant program. Applications will require applicants to list a tax ID

number and business name, allowing newly-established organizations that have been licensed to apply but excluding organizations that have not yet been created.

A. Definition of a “small” business or organization

For the purpose of this pilot, the EDD has chosen to define a “small” business or organization as one that employs no more than 10 employees full-time or equivalent. “Full-time” is measured at 35 hours per week. “Equivalent” is an allowance for organizations that may employ more than 10 employees at a lower capacity than full-time. For example, a business that employs 20 employees at a rate of 17.5 hours per week would be eligible to apply to this grant.

B. Definition of a “locally-owned” business or organization

For the purpose of this pilot, the EDD has chosen to define a “locally-owned” business or organization as one in which:

- The owner or primary operator resides in Grand County or the Spanish Valley region of San Juan County; or,
- A majority of the employees work in Grand County.

VI. Evaluation Criteria

The EDD has established five points of criteria with which to evaluate applications:

Criteria	Description	Weight
Basic Business Health	Is the applicant a viable and established business or organization? Have they submitted a relatively feasible plan for the use of these funds?	Yes/No - applications cannot move forward without a “yes”
Diversity, Equity, and Inclusion	Does the organization engage underserved or minority populations? Does the organization encourage a diverse and accepting environment within the organization and/or within our region? Is the organization owned or operated by OR does the organization employ or significantly serve the following communities? <ul style="list-style-type: none"> ● Women or non-binary ● LGBTQ+ 	1-5 points

	<ul style="list-style-type: none"> ● Minority races and ethnicities ● Individuals w/ disabilities ● Veterans 	
Collaboration	Will these funds be spent locally? Does the proposed project engage local organizations as partners? How, if at all, does the project support local organizations and partners other than the direct recipient of these funds?	1-5 points
Alignment with Sustainability and Community Goals	Does the project include Leave No Trace, Tread Lightly, Responsible Recreation, and similar messages? Could this project or organization contribute to quality of life concerns from local residents, including noise pollution in neighborhoods?	1-10 points
Return on Investment	What is the increase in revenue or services offered that the organization expects as a result of this project? How do these returns compare to the organization’s typical revenue or offerings?	1-10 points

Applications that receive a “yes” in the Basic Business Health category and the greatest number of points will receive first consideration for funding.

VII. Evaluation Committee

To maintain impartiality throughout the grant application, disbursement, and reporting process, the EDD will not participate in the assessment of any applications and will serve solely as the administrator of this grant program. Application criteria will be assessed by a committee assembled by the EDD and consisting of:

- One Grand County commissioner
- One Moab City representative
- One Grand County community non-profit representative
- One Grand County community business representative
- One State of Utah representative (potentially a member of the Governor’s Office of Economic Opportunity)

Committee members are responsible for revealing any conflicts of interest related to applicant organizations and will be expected to recuse themselves from scoring those applications.

Committee members will be asked to score each application by the criteria listed above. Committee members will then meet, review each application and their individual assessments, and work to generate a list of funding recommendations for the EDD. The EDD will review these recommendations with the committee and draft individual grant contracts should no concerns over the recommended projects arise. Following county commission approval of these grant contracts, the EDD will disburse funds.

During the evaluation process, applicants may be asked to provide further information related to their application.

VIII. Grant Match Requirement

Awardees are required to match their grant awards by 10%. Half of the required match must be contributed as cash. For the remaining half of the required match, awardees can apply any of the following sources:

- Cash
- Materials and supplies
- Services
- Value, volunteers, or donated labor²
- Donations
- Other grants, excluding any grant provided by Grand County

Non-profit and other organizations that rely primarily on grant funds for their operational budget may apply grant funds to part of the small tourism business marketing grant's required cash match; however, any grant funds applied as cash must be related to the small tourism business marketing project.

IX. Grant Disbursement

Awardees who receive funding through this grant program will be required to sign a grant contract to be approved by the county commission. Awardees will have one year to spend their award.

² The value of one volunteer hour in the state of Utah in 2020 was \$27.82, up 6.2% from 2019. The EDD intends to value volunteer hours based on the 2020 value. See: Independent Sector. "The Value of Volunteer Time / State and Historical Data." April 19, 2021. https://independentsector.org/resource/vovt_state_2021/.

Grand County Economic Development Department
Proposal: Small Tourism Business Marketing Grant - Pilot
Submission date: April 14, 2022

Grants will be disbursed on a 90/10 basis: upon grant contract approval, awardees will initially receive 90% of their total award. To access the remaining 10%, awardees must spend their initial 90% disbursement as well as the project's total match funds.

For this pilot, the EDD aims to disburse 11 grants of about \$5,000 each. Award sums will ultimately depend on the applications received and approved.

The EDD intends to disburse funds beginning in September 2022. This is contingent upon the hiring and training of an SBDC staff member for Grand County.

Small Tourism Business Marketing Grant Overview DRAFT - Subject to change



What's the grant for?

- Projects that boost the visibility of small, locally-owned tourism businesses and/or their services.
- An example project could include an online marketing campaign that targets visitors who are already in the Moab area and encourages them to use a business' services.

Who's eligible?

- Locally-owned organizations with 10 or less full-time equivalent employees (measured at 35 hours per week).
- Projects are **encouraged** to align with Grand County's Advertising Ordinance, promoting "educational" or "responsible recreation" messages (Grand County Resolution NO. 3248).

What's available?

# of Awards Available	Award Amounts Available	Match Required*
~11	~\$5,000	10%

- ***Half of the awardee's match will need to be provided as cash;** otherwise, the following forms of in-kind match will be allowed:
 - Other grants (excluding Grand County grants)
 - Materials and supplies
 - Services
 - Value, volunteers, or donated labor
 - Donations
- Funds will be provided on a 90/10 basis to help applicants get their projects started.

How will applications be evaluated?

- A panel of two community representatives, two local government officials (one City, one County), and one representative from the Governor's Office of Economic Opportunity will review applications with a focus on impartiality and community relevance.
- Applications will be scored for basic business health and across four criteria:
 - **Return On Investment:** what is the increase in revenue or services offered that the organization expects as a result of this project? How do these returns compare to the organization's typical revenue or offerings?
 - **Diversity, Equity, and Inclusion:** does the project engage underserved or minority populations? Does the org. employ/is it owned by members of these communities?
 - **Collaboration:** does the proposed project engage local organizations as partners?
 - **Alignment with Sustainability and Community Goals:** does the project include Leave No Trace or similar messages? Could this project or organization contribute to quality of life concerns from local residents?

Do you have feedback? Let us know at <https://rb.gy/bnclst> or scan the code >



AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
APRIL 19, 2022
 Agenda Item: C

TITLE:	New Program Proposal for Economic Diversification Grant Program - Pilot
FISCAL IMPACT:	\$500,000 (already budgeted)
PRESENTER(S):	August Granath, Ben Alter

Prepared By:

FOR OFFICE USE ONLY:
Attorney Review:

N/A

SUGGESTED MOTION:

I move to approve the Economic Diversification Grant Program - Pilot for implementation.

BACKGROUND:

Pursuant to Grand County Utah Resolution NO. 3260 (2021), the Grand County Economic Development Department (EDD) seeks to create and fund programs that shorten the gap between wages and the cost of living for local residents while addressing the need for an increasingly resilient and diverse economy. The EDD pursues greater economic diversification in Grand County by supporting the existence and expansion of organizations that provide year-round, stable employment opportunities and are resistant to both economic shocks and seasonality.

The EDD currently defines “economic diversification” as the following:

Economic diversification is economic development that supports a sustainable, livable, and resilient Grand County:

- ❖ **Sustainable, in that we actively protect our public lands and preserve our community's natural resources;**
- ❖ **Livable, in that we support the creation of year-round, high-paying jobs in a community that offers a high quality of life and economic mobility; and,**
- ❖ **Resilient, in that we foster a diverse mix of industries that can withstand an array of economic shocks.**

ATTACHMENT(S):

1. Economic Diversification Grant Proposal
2. Grant “one-pager” distributed at public workshops
3. Grand County Utah Resolution NO. 3260

**NEW PROGRAM PROPOSAL
for ECONOMIC DIVERSIFICATION
GRANT PROGRAM - PILOT**

I. Background

Pursuant to Grand County Utah Resolution NO. 3260 (2021), the Grand County Economic Development Department (EDD) seeks to create and fund programs that shorten the gap between wages and the cost of living for local residents while addressing the need for an increasingly resilient and diverse economy. The EDD pursues greater economic diversification in Grand County by supporting the existence and expansion of organizations that provide year-round, stable employment opportunities and are resistant to both economic shocks and seasonality.

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- ❖ **Sustainable, in that we actively protect our public lands and preserve our community's natural resources;**
- ❖ **Livable, in that we support the creation of year-round, high-paying jobs in a community that offers a high quality of life and economic mobility; and,**
- ❖ **Resilient, in that we foster a diverse mix of industries that can withstand an array of economic shocks.**

II. Overview

The EDD proposes the creation of a grant program pilot with the aim of supporting businesses, non-profits, and other organizations that contribute to the economic diversification of Grand County. The current stated goal of this grant program pilot is:

To support projects that sustainably raise wages or lower the cost of living for Grand County workers. Provided with free capital, businesses are able to invest in improvements that boost productivity. Resulting increased profits can be invested in workforce opportunities and retention.

The EDD has budgeted \$500,000 to fund this pilot via the Economic Diversification carve out of transient room tax (TRT)¹ revenue expected to be collected in fiscal year 2022. The EDD will conduct significant public outreach in the months prior to the application launch to provide information on how to craft a robust application and access other business resources in our region. Applications will be scored for basic business health and across four criteria by a committee consisting of no EDD staff.

The EDD expects to disburse about 27 awards from this fund during FY22. All awards will require a small match from the recipient organizations with the sources of match being flexible. Awardees will be given one year to spend their grant award.

III. Costs & Resource Requirements

The EDD expects the total cost of this pilot not to exceed the \$500,000 allocated. No application fees will be charged.

The EDD will generate application resource materials, possibly including and not limited to the following listed items, in order to support applicants:

- Webinar(s) guiding applicants through the process and addressing frequently asked questions
 - Separate webinars may be created to assist for- vs. non-profit operators
- A frequently asked questions resource (web and physical page)
- An application tips and best practices resource (web and physical page; possible video)
- A list of example projects and disallowed projects (web and physical page)
- An email distribution list to receive grant timeline updates and other grant-related communications from our office
- An online feedback form assessing the grant application process
- An online feedback form assessing the grant design (already created and circulated, see: <https://rb.gy/bnclst>)
- Offer of in-person assistance to applicants
- A list of verified grant writing resources, including contractors (web and physical page)

The EDD will require applicants to meet with our region's local Small Business Development Center (SBDC) staff prior to crafting their grant application. The EDD will work with the SBDC staff in the weeks prior to the application opening date to build an understanding of Grand

¹ "Purposes of Transient Room Tax and Expenditure of Revenue -- Purchase or Lease of Facilities -- Mitigating Impacts of Recreation, Tourism, or Conventions -- Issuance of Bonds. (Effective 5/5/2021)." *Utah Code Section 17-31-2*. https://le.utah.gov/xcode/Title17/Chapter31/17-31-S2.html?v=C17-31-S2_2018050820180508. See Section (2) (a) (iii).

County grant programs as well as other resources that applicants should be directed to. The goal of this requirement is to connect Grand County businesses, non-profits, and other organizations with the office of the SBDC, a free resource that provides year-round organization assistance on matters including but not limited to funding opportunities.

As of the date of the submission of this proposal, an individual has yet to be placed in the role of SBDC staff member for our county. The role requires nearly three months of training before the new staff member is fully-equipped to assist organizations; therefore, this requirement may be amended during the program design process so that applicants are connected with other available resources.

IV. Timeline

The following timeline was created by the EDD. Currently, the creation of this pilot has aligned with the timeline set out:

Date	Engagement	Note
3/1/2022	County commission workshop	Completed
3/3/2022	Community engagement session: land use open house at Star Hall	Completed
3/8-10/2022	First governing bodies review: Grand County Economic Development Advisory Board, Grand County Economic Diversification Advisory Council, Moab Area Travel Council Advisory Board	Completed
3/29-31/2022	Community engagement sessions: public workshops at Grand Center and Moab Arts & Recreation Center	Completed
4/12-13/2022	Second governing bodies review: Grand County Economic Diversification Advisory Council	Completed
4/19/2022	County commission review for approval	Underway
5/1/2022	Grant program pilot launch	Beginning of public engagement campaign publicizing grants and application resources

7/1-31/2022	Application period	This period is dependent on the hiring of an SBDC staff member for Grand County
8/1/2022	Evaluation committee convenes	This date is an estimate
9/1/2022	Grants disbursed	This date is an estimate

V. Eligibility

All locally-owned, established organizations, including for- and non-profit businesses, will be eligible to apply to this grant program. Applications will require applicants to list a tax ID number and business name, allowing newly-established organizations that have been licensed to apply but excluding organizations that have not yet been created.

A. Definition of a “locally-owned” business or organization

For the purpose of this pilot, the EDD has chosen to define a “locally-owned” business or organization as one in which:

- The owner or primary operator resides in Grand County or the Spanish Valley region of San Juan County; or,
- A majority of the employees work in Grand County.

VI. Evaluation Criteria

The EDD has established five points of criteria with which to evaluate applications:

Criteria	Description	Weight
Basic Business Health	Is the applicant a viable and established business or organization?	Yes/No - applications cannot move forward without a “yes”
Impact	What is the likelihood that this project will boost any of the following metrics for Grand County residents in the short term?	1-10 points

	<ul style="list-style-type: none"> ● Pay or pay rate(s) for existing employees ● Benefits provided to employees ● Revenue or services provided ● Investment in workforce training ● Investment to offset employee living costs ● Creation of new, high-paying jobs <ul style="list-style-type: none"> ○ at or above 110% of the county median wage ○ at or above 110% of the industry median wage² 	
Diversification	Does the project or business meet the county’s diversification goals of sustainability, livability, and/or resilience?	1-10 points
Feasibility and Duration	How achievable is this? Does the reviewing committee member foresee the potential impacts of this project extending into the future (“having a lasting impact”)?	1-5 points
Diversity, Equity, and Inclusion	<p>Does the organization engage underserved or minority populations? Does the organization encourage a diverse and accepting environment within the organization and/or within our region? Is the organization owned or operated by, OR, does the organization employ or significantly serve the following communities?</p> <ul style="list-style-type: none"> ● Women or non-binary ● LGBTQ+ ● Minority races and ethnicities ● Individuals w/ disabilities ● Veterans 	1-5 points

Applications that receive a “yes” in the Basic Business Health category and the greatest number of points will receive first consideration for funding.

VII. Evaluation Committee

To maintain impartiality throughout the grant application, disbursement, and reporting process, the EDD will not participate in the assessment of any applications and will serve solely as the

² 110% of the county median wage is \$3,568. Applicants will be provided data by the EDD to determine 110% of their industry’s median wage, categorized by NAICS code. The EDD has compiled data on industry median wages and industry economic multiplier indicators which can be found [here](#).

administrator of this grant program. Application criteria will be assessed by a committee assembled by the EDD and consisting of:

- One Grand County commissioner
- One Moab City representative
- One Grand County community non-profit representative
- One Grand County community business representative
- One State of Utah representative (potentially a member of the Governor’s Office of Economic Opportunity)

Committee members are responsible for revealing any conflicts of interest related to applicant organizations and will be expected to recuse themselves from scoring those applications.

Committee members will be asked to score each application by the criteria listed above. Committee members will then meet, review each application and their individual assessments, and work to generate a list of funding recommendations for the EDD. The EDD will review these recommendations with the committee and draft individual grant contracts should no concerns over the recommended projects arise. Following county commission approval of these grant contracts, the EDD will disburse funds.

During the evaluation process, applicants may be asked to provide further information related to their application.

VIII. Grant Match Requirement

Awardees are required to match their grant awards. Awards below \$5,000 will require a 10% match and awards of \$5,000 and above will require a 20% match.

Of any match requirement, half must be contributed as cash. For the remaining half of the required match, awardees can apply any of the following sources:

- Cash
- Materials and supplies
- Services
- Value, volunteers, or donated labor³
- Donations

³ The value of one volunteer hour in the state of Utah in 2020 was \$27.82, up 6.2% from 2019. The EDD intends to value volunteer hours based on the 2020 value. See: Independent Sector. “The Value of Volunteer Time / State and Historical Data.” April 19, 2021. https://independentsector.org/resource/vovt_state_2021/.

- Other grants, excluding any grant provided by Grand County

Non-profit and other organizations that rely primarily on grant funds for their operational budget may apply grant funds to part of the economic diversification grant's required cash match; however, any grant funds applied as cash must be related to the economic diversification project.

IX. Grant Disbursement

Awardees who receive funding through this grant program will be required to sign a grant contract to be approved by the county commission. Awardees will have one year to spend their award.

Grants will be disbursed on a 90/10 basis: upon grant contract approval, awardees will initially receive 90% of their total award. To access the remaining 10%, awardees must spend their initial 90% disbursement as well as the project's total match funds.

For this pilot, the EDD aims to disburse 20 grants of less than \$5,000 each and 7 grants of \$5,000-\$100,000 each. Award sums will ultimately depend on the applications received and approved.

The EDD intends to disburse funds beginning in September 2022. This is contingent upon the hiring and training of an SBDC staff member for Grand County.

Economic Diversification Grant Overview

DRAFT - Subject to change



What's the grant for?

- Projects that sustainably raise wages or lower the cost of living for Grand County workers.
- An example project would be purchasing a machine that boosts productive capacity, allowing a business to hire an additional staff member.

Who's eligible?

- All locally-owned, established organizations are eligible to apply for this grant!
- This grant is designed for organizations that would contribute to the diversification of Grand County's economy.

What's available?

Grant Tiers	# of Awards Available	Award Amounts Available	Match Required*
Tier 1	~20	~\$1 - \$4,999	10%
Tier 2	~4	~\$5,000 - \$24,999	20%
Tier 3	~3	~\$25,000 - \$100,000	20%

- ***Half of the awardee's match will need to be provided as cash;** otherwise, the following forms of in-kind match will be allowed:
 - Other grants (excluding Grand County grants)
 - Materials and supplies
 - Services
 - Value, volunteers, or donated labor
 - Donations
- Funds will be provided on a 90/10 basis to help applicants get their projects started.

How will applications be evaluated?

- A panel of two community representatives, two local government officials (one City, one County), and one representative from the Governor's Office of Economic Opportunity will review applications with a focus on impartiality and community relevance.
- Applications will be scored for basic business health and across four criteria:
 - **Impact:** what is the likelihood that this project will boost metrics including but not limited to pay, pay rate, payroll, benefits provided, services offered, or revenue?
 - **Diversification:** Does the project or business meet the county's diversification goals of sustainability, livability, and/or resilience?
 - **Feasibility & Duration:** will the project have a "lasting impact"? Is it achievable?
 - **Diversity, Equity, and Inclusion:** does the project engage underserved or minority populations? Does the org. employ/is it owned by members of these communities?

Do you have feedback? Let us know at <https://rb.gy/bnclst> or scan the code >



GRAND COUNTY, UTAH

RESOLUTION NO. 3260 (2021)

**A RESOLUTION OF GRAND COUNTY AMENINDG RESOLUTION 3257 UPDATING
THE GRAND COUNTY ECONOMIC DIVERSIFICATION ADVISORY COUNCIL
BYLAWS**

WHEREAS, The current economy is summarized in the 2018 EDC Utah Community Assessment as follows:

- tourism-related employment and GDP accounts for over 50% of Grand County's economy;
- wage trends are positive, though annual wages are still low compared to Utah and national averages;
- median household income is 71% of the state median household income;
- median age in Grand County is significantly older than the state median age; and
- education levels in Grand County align with state averages more closely than many other rural Utah counties;

WHEREAS, economic diversity is an essential component for a healthy society and economy, and a diverse economy is more resilient against unexpected or uncontrollable market volatility;

WHEREAS, Grand County wishes to shorten the gap between wages and a cost of living by creating, attracting, and growing higher paying job opportunities for its residents;

WHEREAS, the social and economic impacts of COVID-19 has driven an increased demand for remote workforce development and corporate relocation to rural, destination locations;

WHEREAS, the Grand County Economic Diversification Action Plan provides an accurate overview of the current barriers to economic diversification and broader community development needs;

WHEREAS, the Grand County Commission ("Commission") recognizes the need to provide a clear direction and measurable goals and objectives for staff in the commitment to diversify the economy in Grand County;

WHEREAS, the existing Grand County Economic Development Advisory Board is focused on SB95 funding and the facilitation and distribution of grants and public monies;

WHEREAS, the Commission recognizes that Planning and Zoning is an integral component to a diversified economy in Grand County;

WHEREAS, the Grand County Economic Development Director would benefit from a small council of business professionals and economically acute citizens to assist in efforts to diversify the economy in Grand County;

WHEREAS, the Commission recognizes the need for an advisory council to assist in policy development and advise on issues relating to economic diversification in Grand County; and

WHEREAS, the Commission has identified the need for the Grand County Economic Diversification Advisory Council to review existing and future ordinances to identify and mitigate barriers to economic diversification and assist the Commission and staff in completing an updated Economic Development Strategic Plan for the General Plan Update in 2021.

WHEREAS, the Commission approved the Grand County Economic Diversification Advisory Council on December 15, 2020; and

WHEREAS, the Commission determined Bylaw amendments were necessary to clarify council composition and voting member qualifications.

NOW, THEREFORE, BE IT RESOLVED by the Grand County Commission that it does hereby:

1. Amend the Bylaws for the Grand County Economic Diversification Advisory Council (“EDAC”), attached hereto as Exhibit A.


APPROVED by the Grand County Commission in open session this 19th day of January, 2021, by the following vote:

Those voting aye: Clapper, Hadler, Hedin, McGann, Stock, Walker, Woytek _____

Those voting nay:

Those absent:

ATTEST:


Quinn Hall, Clerk/Auditor

Grand County Commission


Mary McGann, Chair

Exhibit A

Grand County EDAC Bylaws

(See attached)

Exhibit A
BYLAWS
OF THE
GRAND COUNTY ECONOMIC DIVERSIFICATION ADVISORY COUNCIL
("EDAC")

ARTICLE I. NAME OF ORGANIZATION

The name of the Organization shall be the Grand County Economic Diversification Advisory Council (EDAC" or the "Council").

ARTICLE II. BOARD PURPOSE

The Council is organized to assist the Grand County Commission (the "Commission") in reviewing ordinances to identify barriers to economic diversification and to recommend policy and law that enhance opportunities for economic diversification in Grand County. The Council shall also serve as a resource for the Grand County Economic Development Director, the Grand County Planning and Zoning Director, and as an advisory council to the Grand County Commission on issues pertaining to economic diversification. The Council is advisory only; membership in the Council does not empower any Member to speak for or represent the County.

ARTICLE III. MEMBERSHIP

Section 1. Membership

The Membership of the Council shall be as follows:

- One County Commissioner (Voting Member)
- Two, Grand County citizens with qualified and relevant private sector experience who display knowledge and comprehension of opportunities for and barriers to economic diversification in Grand County (Voting Members)
- Two, representatives from the public sector or organizations relevant to economic development in Grand County (Voting Members)
- County Economic Development Director (Ex-Officio)
- County Planning and Zoning Director (Ex-Officio)
- Designee member of the County Planning Commission (Ex-Officio)

The voting Members are appointed by and serve the Commission. The designee member of the Planning Commission is chosen by the Planning Commission. Attendance and participation by the Grand County Administrator and executive staff is encouraged, but not mandatory.

Section 2. Term

Each Member shall serve a one-year term. The Commission may appoint Members to successive one-year terms.

Section 3. Attendance Requirements

Each Member of the Council shall attend at least 75% of the meetings of the Board per year or the Member's seat shall be referred to the Commission for replacement.

Section 4. Vacancies

Whenever any vacancy occurs in the Council, it shall be filled without undue delay by the Commission.

ARTICLE IV. MEETINGS OF MEMBERS**Section 1. Regular Meetings**

Regular meetings of the Members shall be held at least quarterly, at a time and place designated by the Council Chair.

Section 2. Annual Meetings

An annual meeting of the members shall take place in the first quarter of the year, the specific date, time and location of which will be designated by the Chair. At the annual meeting, the members shall elect officers, receive reports on the activities of the council, create a calendar of regular meetings, and determine priorities and activities for consideration in the coming year.

Section 3. Special Meetings

Special meetings may be called by the Chair or a simple majority of the Council.

Section 4. Notice of Meetings

Voting Members shall receive notice of each regular meeting through approval of the calendar of regular meetings. Electronic notice of any other meeting shall be given to each Voting Member not less than two days prior to the meeting. The Board will also follow the Open and Public Meetings Act (Utah Code Title 52, Chapter 4), which mandates that notice and the agendas of public meetings be posted and available to the public.

Section 5. Quorum

A quorum for a meeting of the Members shall consist of at least 3 of the Voting Members; provided, however, that one Voting Member shall have power to adjourn a meeting to a specified later date without notice where a quorum cannot be met.

Section 6. Voting

All issues to be voted on shall be decided by a simple majority of Voting Members present at the meeting in which the vote takes place.

ARTICLE V. OFFICERS

Section 1. Offices

The officers of the Council shall be the Chair, Vice-Chair, and Secretary. All officers must be members of the Council.

Section 2. Chair

The Chair shall preside at all meetings of the membership and shall have the power to sign all correspondence from the Council to the Commission.

Section 3. Vice-Chair

The Vice-Chair shall be vested with all the powers and shall perform all the duties of the Chair during the absence of the latter.

Section 4. Secretary

The Secretary shall attend all meetings of the Council, and all meetings of members and shall act as a clerk thereof. The Secretary's duties shall consist of:

- Assisted by a county staff member, they shall record all votes and minutes of all proceedings.
- Assisted by a county staff member, they shall send notices of all meetings to the public.

Section 5. Election of Officers

Officers shall be appointed by majority vote of the Council at each Annual Meeting.

Section 6. Vacancies

The Council shall be responsible for nominating persons to fill officer vacancies which occur between annual meetings

ADOPTION OF BYLAWS

We, the undersigned, are all of the initial creators of this board, and we consent to, and hereby do, adopt the foregoing Bylaws.

ADOPTED AND APPROVED by the Grand County Commission on this 19th day of January, 2021.

A handwritten signature in blue ink, appearing to read "Mary McFann", written over a horizontal line.

Grand County Commission Chair

A handwritten signature in blue ink, appearing to read "C. Hall", written over a horizontal line.

Grand County Clerk/Auditor

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
APRIL 19, 2022

Agenda Item: D

TITLE:	SkyWest Seasonal Modification of Flight Schedule
FISCAL IMPACT:	\$0
PRESENTER(S):	Tammy Howland, Interim Airport Director

Prepared By:
Tara Collins
Assistant to the Airport Director
and
Tammy Howland,
Interim Airport Director

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the SkyWest seasonal modification of flight schedule as shown in the attachment.

BACKGROUND:

In 2019 SkyWest Airlines and Grand County requested a Seasonal Modification to the current and future Essential Air Service contract. The seasonal schedule allowed SkyWest to offer more flights during peak seasons and reduce the number of flights in the off seasons. This proved to be beneficial to everyone involved.

As a formality, each year of the EAS contract the United States Department of Transportation, the issuer of the EAS funds, requires an approval from the community of the Airline services.
See attachment.

ATTACHMENT(S):

1. SkyWest Seasonal Schedule - April 2022

Here's our plan (with DEN and/or SLC service combinations for each time period)

- 03/28/22 – 05/05/22 - 12 weekly RTs
- 05/06/22 – 06/02/22 - 18 weekly RTs
- 06/03/22 – 09/6/22 - 12 weekly RTs
- 09/7/22 – 10/29/22 - 18 weekly RTs
- 10/30/22 – 11/29/22 – 12 weekly RTs
- 11/30/22 – 03/03/23 - 7 weekly RTs
- 03/04/22 – 03/27/22 – 12 weekly RTs

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
APRIL 19TH, 2022

Agenda Item: E

TITLE:	Approving the reclassification of the Part Time Library Assistant to a full time, benefited Library Assistant
FISCAL IMPACT:	Approx. \$33,766 (Covered in budget with a decrease of part time hours)
PRESENTER(S):	Renee Baker, Personnel Services Director

Prepared By:

Renee Baker
 Personnel Services
 Director
 435-259-1323
 rbaker@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the reclassification of the Part Time Teen Services Library Assistant (Grade 7) to a full time, benefitted Teen Services Library Assistant (Grade 7) effective 4/20/2022 and authorize the update to the 2022 Grand County Employee Pay Plan.

BACKGROUND:

Currently, there are only 2 assistant positions at the Library that are considered part time, the Teen Services and the Castle Valley Library position. We always budget for a part time hours “pool” so to have the coverage needed, however operations at the library are increase and the Teen Services Library Assistant needs more hours dedicated to it, a shift from part time to full time would accomplish it. Budgeted hours would be decreased for the part time positions to cover the increased cost of offering benefits.

ATTACHMENT(S):

1. Current Library Staffing hours + budget.
2. Proposed Library Staffing hours + budget.
3. 2022 Employee Pay Plan- Library
4. 2022 Grade and Step Chart

Current 2022 Library schedule

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1-8 circ 7 hours Sarah	1-8 circ 7 hours Sarah	1-8 circ 7 hours Colleen	1-8 circ 7 hours Colleen	1-8 circ 7 hours Colleen	9-5 circ 8 hours Colleen
12-8 kids 8 hours Constance	12-4 CV 4 hours Jenny	12-4 CV 4 hours Jenny	12-4 CV 4 hours Jenny	12-4 CV 4 hours Jenny	9-5 ref 8 hours Sarah
1-8 kids 7 hours Silvia	1-8 kids 7 hours Silvia	1-8 kids 7 hours Silvia	1-8 kids 7 hours Silvia	1-8 kids 7 hours Constance	8-12 CV 4 hours Jenny
4-8 ref 4 hours Sub	4-8 ref 4 hours Chelsea	4-8 ref 4 hours Sarah	4-8 ref 4 hours Amy	4-8 ref 4 hours Amy	
2-8 teen 6 hours Christina	1-6 teen 5 hours Christina	3 - 8 teen 5 hours Christina	2-8 teen 6 hours Christina	4-8 proj 4 hours Chelsea	
				2-6 teen 4 hours Christina	
TOTAL 32	27	27	28	30	20

+ 164 scheduled weekly hours

6 At Home Projects

1 Sat Lunch

9 FT Coverage

180 total weekly hours

CURRENT 2022 BUDGET

DEPARTMENT	EN	Hire Date	Old Gr/St	New Gr/St	End 2021	Salary Increase	Start 2022	End 2022	2022 ANNUAL	TOTAL BENEFITS	BUDGET TOTAL
Library Full Time									\$ 500,963	\$ 298,690	\$ 799,653
Carrie Valdes Director	416	11/1/2000	16 / 12	18 / 12	\$ 43.22	\$ 46.27	\$ 50.47	\$ 51.98	\$ 108,117	\$ 60,676	\$ 168,793
Meg Flynn Asst Director	842	10/25/2010	12 / 7	14 / 7	\$ 30.67	\$ 33.82	\$ 35.81	\$ 36.89	\$ 76,727	\$ 39,682	\$ 116,409
Adrea Lund HCTS	571	9/2/2005	8 / 9	10 / 9	\$ 26.77	\$ 29.52	\$ 31.26	\$ 32.20	\$ 66,968	\$ 23,298	\$ 90,266
Jessie Magleby HAS	754	12/15/2008	8 / 4	10 / 5	\$ 23.09	\$ 27.77	\$ 27.77	\$ 28.61	\$ 59,500	\$ 37,122	\$ 96,622
Rae Vinson Asst	1057	5/23/2016	5 / 2	7 / 2	\$ 18.80	\$ 20.73	\$ 21.96	\$ 22.61	\$ 47,037	\$ 41,499	\$ 88,536
Mary Adair Asst	1055	5/2/2016	5 / 2	7 / 2	\$ 18.80	\$ 20.73	\$ 21.96	\$ 22.61	\$ 47,037	\$ 24,450	\$ 71,487
Thomas Spruill Asst	687	7/30/2007	5 / 5	7 / 5	\$ 20.55	\$ 22.65	\$ 23.99	\$ 23.99	\$ 49,899	\$ 25,771	\$ 75,670
Skyler Nickle Maint	1220	7/8/2019	2 / 2	7 / 2	\$ 16.24	\$ 20.73	\$ 21.96	\$ 21.96	\$ 45,677	\$46,192	\$ 91,869
Library Part Time									\$ 195,998	\$ 29,400	\$ 225,398
Jennifer Haraden Asst	734	8/4/2008	5 / 7	7 / 7	\$ 21.80	\$ 24.03	\$ 25.45	\$ 26.21		\$ 3,694	
CV Clerk											
Tim Graham Clerk	856	3/21/2011	3 / 3	5 / 3	\$ 17.57	\$ 19.37	\$ 20.51	\$ 20.51		\$ 1,729	
Silvia Payne Clerk	1005	2/18/2015	3 / 3	5 / 3	\$ 17.57	\$ 19.37	\$ 20.51	\$ 21.13		\$ 2,977	
Colleen Jarrett Clerk	1160	3/6/2019	3 / 2	5 / 2	\$ 17.06	\$ 18.80	\$ 19.91	\$ 19.91		\$ 2,890	
Jean Carson Clerk	1121	10/22/2021	3 / 2	5 / 2	\$ 17.06	\$ 18.80	\$ 19.91	\$ 20.51		\$ 1,631	
Christina Williams Asst	1204	3/20/2019	5 / 2	7 / 2	\$ 18.80	\$ 20.73	\$ 21.96	\$ 22.61		\$ 2,890	
Chelsea Jensen Clerk	1232	10/21/2019	3 / 2	5 / 2	\$ 17.06	\$ 18.80	\$ 19.91	\$ 20.51		\$ 1,993	
Sarah Hays Clerk	1292	5/26/2021	3 / 1	5 / 1	\$ 16.56	\$ 18.26	\$ 19.33	\$ 19.33		\$ 2,610	
Amy Weiser Clerk	1291	5/26/2021	3 / 1	5 / 1	\$ 16.56	\$ 18.26	\$ 19.33	\$ 19.33		\$ 1,583	
Constance Brichford Clerk	1269	10/14/2021	3 / 1	5 / 1	\$ 16.56	\$ 18.26	\$ 19.33	\$ 19.33		\$ 1,631	
TOTAL					\$ 17.66	\$ 19.47	\$ 20.62	\$ 20.94			\$ 1,025,051

Budget = \$1,076,647

2022

180 covered part-time hours per week
 \$20.94 average part-time hourly wage=
 \$3,769.20 part-time hours weekly=
 \$195,998 annual in part-time wages

Proposed 2022 Library schedule

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1-8 circ 7 hours Sarah	1-8 circ 7 hours Sarah	1-8 circ 7 hours Colleen	1-8 circ 7 hours Colleen	1-8 circ 7 hours Colleen	9-5 circ 8 hours Colleen
12-8 kids 8 hours Constance	12-4 CV 4 hours Jenny	12-4 CV 4 hours Jenny	12-4 CV 4 hours Jenny	12-4 CV 4 hours Jenny	9-5 ref 8 hours Sarah
1-8 kids 7 hours Silvia	1-8 kids 7 hours Silvia	1-8 kids 7 hours Silvia	1-8 kids 7 hours Silvia	1-8 kids 7 hours Constance	8-12 CV 4 hours Jenny
4-8 ref 4 hours Sub	4-8 ref 4 hours Chelsea	4-8 ref 4 hours Sarah	4-8 ref 4 hours Amy	4-8 ref 4 hours Amy	
				4-8 proj 4 hours Chelsea	
TOTAL 26	22	22	22	26	20

+ 138 scheduled weekly hours

2 At Home Projects

1 Sat Lunch / Shelve

9 FT Coverage

150 total weekly hours

PROPOSED 2022

DEPARTMENT	EN	Hire Date	Old Gr/St	New Gr/St	End 2021	Salary Increase	Start 2022	End 2022	2022 ANNUAL	TOTAL BENEFITS	BUDGET TOTAL
Library Full Time									\$ 548,000	\$ 323,140	\$ 871,140
Carrie Valdes Director	416	11/1/2000	16 / 12	18 / 12	\$ 43.22	\$ 46.27	\$ 50.47	\$ 51.98	\$ 108,117	\$ 60,676	\$ 168,793
Meg Flynn Asst Director	842	10/25/2010	12 / 7	14 / 7	\$ 30.67	\$ 33.82	\$ 35.81	\$ 36.89	\$ 76,727	\$ 39,682	\$ 116,409
Adrea Lund HCTS	571	9/2/2005	8 / 9	10 / 9	\$ 26.77	\$ 29.52	\$ 31.26	\$ 32.20	\$ 66,968	\$ 23,298	\$ 90,266
Jessie Magleby HAS	754	12/15/2008	8 / 4	10 / 5	\$ 23.09	\$ 26.23	\$ 27.77	\$ 28.61	\$ 59,500	\$ 37,122	\$ 96,622
Rae Vinson Asst	1057	5/23/2016	5 / 2	7 / 2	\$ 18.80	\$ 20.73	\$ 21.96	\$ 22.61	\$ 47,037	\$ 41,499	\$ 88,536
Mary Adair Asst	1055	5/2/2016	5 / 2	7 / 2	\$ 18.80	\$ 20.73	\$ 21.96	\$ 22.61	\$ 47,037	\$ 24,450	\$ 71,487
Thomas Spruill Asst	687	7/30/2007	5 / 5	7 / 5	\$ 20.55	\$ 22.65	\$ 23.99	\$ 23.99	\$ 49,899	\$ 25,771	\$ 75,670
Christina Williams Asst	1204	3/20/2019	5 / 2	7 / 2	\$ 18.80	\$ 20.73	\$ 21.96	\$ 22.61	\$ 47,037	\$ 24,450	\$ 71,487
Skyler Nickle Maint	1220	7/8/2019	2 / 2	7 / 2	\$ 16.24	\$ 20.73	\$ 21.96	\$ 21.96	\$ 45,677	\$46,192	\$ 91,869
Library Part Time									\$ 161,850	\$ 24,278	\$ 186,128
Jennifer Haraden Asst	734	8/4/2008	5 / 7	7 / 7	\$ 21.80	\$ 24.03	\$ 25.45	\$ 26.21		\$ 3,694	
CV Clerk											
Tim Graham Clerk	856	3/21/2011	3 / 3	5 / 3	\$ 17.57	\$ 19.37	\$ 20.51	\$ 20.51		\$ 1,729	
Silvia Payne Clerk	1005	2/18/2015	3 / 3	5 / 3	\$ 17.57	\$ 19.37	\$ 20.51	\$ 21.13		\$ 2,977	
Colleen Jarrett Clerk	1160	3/6/2019	3 / 2	5 / 2	\$ 17.06	\$ 18.80	\$ 19.91	\$ 19.91		\$ 2,890	
Jean Carson Clerk			3 / 2	5 / 2	\$ 17.06	\$ 18.80	\$ 19.91	\$ 20.51		\$ 1,631	
Chelsea Jensen Clerk	1232	10/21/2019	3 / 2	5 / 2	\$ 17.06	\$ 18.80	\$ 19.91	\$ 20.51		\$ 1,993	
Sarah Hays Clerk	1292	5/26/2021	3 / 1	5 / 1	\$ 16.56	\$ 18.26	\$ 19.33	\$ 19.33		\$ 2,610	
Amy Weiser Clerk	1291	5/26/2021	3 / 1	5 / 1	\$ 16.56	\$ 18.26	\$ 19.33	\$ 19.33		\$ 1,583	
Constance Brichford Clerk	1269	10/14/2021	3 / 1	5 / 1	\$ 16.56	\$ 18.26	\$ 19.33	\$ 19.33		\$ 1,631	
TOTAL					\$ 17.53	\$ 19.33	\$ 20.47	\$ 20.75			\$ 1,057,267

Budget = \$1,076,647

2022

150 covered part-time hours per week
 \$20.75 average part-time hourly wage=
 \$3,113 part-time hours weekly=
 \$161,850 annual in part-time wages

Library	Director	Carrie Valdes	2,080	18	12	\$50.4654	\$104,968
	Assistant Director	Megan Flynn	2,080	14	7	\$35.8138	\$74,493
	Head of Children's Services	Adrea Lund	2,080	10	9	\$31.2585	\$65,018
	Head of Adult Services	Jessica Magleby	2,080	10	4	\$26.9638	\$56,085
	Library Assistant	Mary Adair	2,080	7	2	\$21.9553	\$45,667
	Library Assistant	Stephaine Vinson	2,080	7	2	\$21.9553	\$45,667
	Library Assistant	Christina Williams	1,508	7	2	\$21.9553	\$33,109
	Library Assistant	Thomas Spruill	2,080	7	5	\$23.9912	\$49,902
	Castle Valley Assistant	Jennifer Haraden	1,508	7	7	\$25.4522	\$38,382
	Library Clerk	Syliva Payne	1,508	5	3	\$20.5115	\$30,931
	Library Clerk	Tim Graham	875	5	3	\$20.5115	\$17,948
	Library Clerk	Colleen Jarrett	1,508	5	2	\$19.9141	\$30,030
	Library Clerk	Amy Weiser	875	5	1	\$19.3341	\$16,917
	Library Clerk	Chelsea Jensen	1,040	5	2	\$19.9141	\$20,711
	Library Clerk	Sarah Hays	1,400	5	1	\$19.3341	\$27,068
	Library Clerk	Constance Brichford	875	5	1	\$19.3341	\$16,917
	Library Clerk	Jean Carson	875	5	2	\$19.9141	\$17,425
Maintenance Worker	Skyler Nickle	2,080	7	2	\$21.9553	\$45,667	



Grand County 2022 Grade and Step Chart with 5.9% COLA

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Grade 1	\$15.91	\$16.38	\$16.87	\$17.38	\$17.90	\$18.44	\$18.99	\$19.56	\$20.15	\$20.75	\$21.38	\$22.02	\$22.68	\$23.36	\$24.06
Grade 2	\$16.70	\$17.20	\$17.72	\$18.25	\$18.80	\$19.36	\$19.94	\$20.54	\$21.16	\$21.79	\$22.45	\$23.12	\$23.81	\$24.53	\$25.26
Grade 3	\$17.54	\$18.06	\$18.60	\$19.16	\$19.74	\$20.33	\$20.94	\$21.57	\$22.21	\$22.88	\$23.57	\$24.27	\$25.00	\$25.75	\$26.53
Grade 4	\$18.41	\$18.97	\$19.53	\$20.12	\$20.72	\$21.35	\$21.99	\$22.65	\$23.33	\$24.03	\$24.75	\$25.49	\$26.25	\$27.04	\$27.85
Grade 5	\$19.33	\$19.91	\$20.51	\$21.13	\$21.76	\$22.41	\$23.09	\$23.78	\$24.49	\$25.23	\$25.98	\$26.76	\$27.57	\$28.39	\$29.24
Grade 6	\$20.30	\$20.91	\$21.54	\$22.18	\$22.85	\$23.53	\$24.24	\$24.97	\$25.72	\$26.49	\$27.28	\$28.10	\$28.94	\$29.81	\$30.71
Grade 7	\$21.32	\$21.96	\$22.61	\$23.29	\$23.99	\$24.71	\$25.45	\$26.22	\$27.00	\$27.81	\$28.65	\$29.51	\$30.39	\$31.30	\$32.24
Grade 8	\$22.38	\$23.05	\$23.74	\$24.46	\$25.19	\$25.95	\$26.72	\$27.53	\$28.35	\$29.20	\$30.08	\$30.98	\$31.91	\$32.87	\$33.85
Grade 9	\$23.50	\$24.21	\$24.93	\$25.68	\$26.45	\$27.24	\$28.06	\$28.90	\$29.77	\$30.66	\$31.58	\$32.53	\$33.51	\$34.51	\$35.55
Grade 10	\$24.68	\$25.42	\$26.18	\$26.96	\$27.77	\$28.61	\$29.46	\$30.35	\$31.26	\$32.20	\$33.16	\$34.16	\$35.18	\$36.24	\$37.32
Grade 11	\$25.91	\$26.69	\$27.49	\$28.31	\$29.16	\$30.04	\$30.94	\$31.87	\$32.82	\$33.81	\$34.82	\$35.86	\$36.94	\$38.05	\$39.19
Grade 12	\$27.20	\$28.02	\$28.86	\$29.73	\$30.62	\$31.54	\$32.48	\$33.46	\$34.46	\$35.50	\$36.56	\$37.66	\$38.79	\$39.95	\$41.15
Grade 13	\$28.57	\$29.42	\$30.30	\$31.21	\$32.15	\$33.11	\$34.11	\$35.13	\$36.19	\$37.27	\$38.39	\$39.54	\$40.73	\$41.95	\$43.21
Grade 14	\$29.99	\$30.89	\$31.82	\$32.77	\$33.76	\$34.77	\$35.81	\$36.89	\$37.99	\$39.13	\$40.31	\$41.52	\$42.76	\$44.05	\$45.37
Grade 15	\$31.49	\$32.44	\$33.41	\$34.41	\$35.45	\$36.51	\$37.60	\$38.73	\$39.89	\$41.09	\$42.32	\$43.59	\$44.90	\$46.25	\$47.64
Grade 16	\$33.07	\$34.06	\$35.08	\$36.13	\$37.22	\$38.33	\$39.48	\$40.67	\$41.89	\$43.15	\$44.44	\$45.77	\$47.15	\$48.56	\$50.02
Grade 17	\$34.72	\$35.76	\$36.84	\$37.94	\$39.08	\$40.25	\$41.46	\$42.70	\$43.98	\$45.30	\$46.66	\$48.06	\$49.50	\$50.99	\$52.52
Grade 18	\$36.46	\$37.55	\$38.68	\$39.84	\$41.03	\$42.26	\$43.53	\$44.84	\$46.18	\$47.57	\$49.00	\$50.47	\$51.98	\$53.54	\$55.14
Grade 19	\$38.28	\$39.43	\$40.61	\$41.83	\$43.08	\$44.38	\$45.71	\$47.08	\$48.49	\$49.95	\$51.45	\$52.99	\$54.58	\$56.22	\$57.90
Grade 20	\$40.19	\$41.40	\$42.64	\$43.92	\$45.24	\$46.60	\$47.99	\$49.43	\$50.92	\$52.44	\$54.02	\$55.64	\$57.31	\$59.03	\$60.80
Grade 21	\$42.20	\$43.47	\$44.77	\$46.12	\$47.50	\$48.93	\$50.39	\$51.91	\$53.46	\$55.07	\$56.72	\$58.42	\$60.17	\$61.98	\$63.84
Grade 22	\$44.31	\$45.64	\$47.01	\$48.42	\$49.88	\$51.37	\$52.91	\$54.50	\$56.14	\$57.82	\$59.55	\$61.34	\$63.18	\$65.08	\$67.03
Grade 23	\$46.53	\$47.93	\$49.36	\$50.84	\$52.37	\$53.94	\$55.56	\$57.23	\$58.94	\$60.71	\$62.53	\$64.41	\$66.34	\$68.33	\$70.38
Grade 24	\$48.86	\$50.32	\$51.83	\$53.39	\$54.99	\$56.64	\$58.34	\$60.09	\$61.89	\$63.75	\$65.66	\$67.63	\$69.66	\$71.75	\$73.90
Grade 25	\$51.30	\$52.84	\$54.42	\$56.06	\$57.74	\$59.47	\$61.25	\$63.09	\$64.98	\$66.93	\$68.94	\$71.01	\$73.14	\$75.33	\$77.59
Grade 26	\$53.86	\$55.48	\$57.14	\$58.86	\$60.62	\$62.44	\$64.32	\$66.25	\$68.23	\$70.28	\$72.39	\$74.56	\$76.80	\$79.10	\$81.47
Grade 27	\$56.56	\$58.25	\$60.00	\$61.80	\$63.66	\$65.57	\$67.53	\$69.56	\$71.65	\$73.79	\$76.01	\$78.29	\$80.64	\$83.06	\$85.55
Grade 28	\$59.39	\$61.17	\$63.00	\$64.89	\$66.84	\$68.84	\$70.91	\$73.04	\$75.23	\$77.48	\$79.81	\$82.20	\$84.67	\$87.21	\$89.83
Grade 29	\$62.35	\$64.22	\$66.15	\$68.14	\$70.18	\$72.29	\$74.45	\$76.69	\$78.99	\$81.36	\$83.80	\$86.31	\$88.90	\$91.57	\$94.32
Grade 30	\$65.47	\$67.44	\$69.46	\$71.54	\$73.69	\$75.90	\$78.18	\$80.52	\$82.94	\$85.43	\$87.99	\$90.63	\$93.35	\$96.15	\$99.03

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

APRIL 19TH, 2022

Agenda Item: F

TITLE:	Approving the step adjustment of 5 current Sheriff's Office Employees.
FISCAL IMPACT:	Approx. \$74,729.61 minimum (Covered in budget with hiring freeze of two vacant positions)
PRESENTER(S):	Renee Baker, Personnel Services Director

Prepared By:

Renee Baker
 Personnel Services
 Director
 435-259-1323
 rbaker@grandcountyutah.net

SUGGESTED MOTION:

I move to approve the suspension of personnel policy, Resolution 2968 to approve of step adjustments as proposed for the Sheriff's Office Staff effective 4/20/2022 and authorize an update to the 2022 Employee Pay Plan.

BACKGROUND:

The current new hire policy (Res. 3307) allows for a new hire with previous certified law enforcement experience to be hired at one step for every one year. These 5 current employees were hired before this policy was passed, but they had previous law enforcement experience.

Our current pay for performance policy (Res. 2968) dictates how we assign steps to current employees. If approved, this action would suspend this policy for these 5 employees. There would be no change to their anniversary dates or performance review schedules.

To cover the cost of this proposed increase, the Sheriff has recommended putting two of the five current Deputy openings on hiring freeze for the remainder of 2022. The proposed cost is \$75k for the year (minimum) that is not including any over time/ call out hours. The budgeted cost for 2 vacant Deputy openings is \$210,158

ATTACHMENT(S):

1. Proposed Draft Cost
2. Res. 3307
3. Res. 2968
4. 2022 Employee Pay Plan
5. 2022 Grade and Step Chart

FOR OFFICE USE ONLY:

Attorney Review:

Staff	Current Grade	Current Step	Current hourly	Step adjust	proposed step
M Palmer	13	8	\$35.13	5	13
H Moore	15	6	\$36.51	5	11
C Cook	13	3	\$30.30	2	5
S Hackwell	19	6	\$44.38	2	8
D Mecham	20	8	\$49.43	7	15

proposed hourly	Hourly adjust	Total Salary Increase	URS %	URS Cost	Workers Comp Cost
\$40.73	5.6	\$11,648.00	35.71%	\$4,159.50	\$199.18
\$42.32	5.81	\$12,084.80	35.71%	\$4,315.48	\$206.65
\$32.15	1.85	\$3,848.00	26.99%	\$1,038.58	\$65.80
\$47.08	2.7	\$5,616.00	35.71%	\$2,005.47	\$96.03
\$60.80	11.37	\$23,649.60	22.80%	\$5,392.11	\$404.41

Total Benefit Increase	Total Increase
\$4,358.68	\$16,006.68
\$4,522.13	\$16,606.93
\$1,104.38	\$4,952.38
\$2,101.51	\$7,717.51
\$5,796.52	\$29,446.12
Grand Total	\$74,729.61 per year

GRAND COUNTY, UTAH
RESOLUTION NO. 3307 (2021)

**AMENDING RESOLUTION NO. 3275 (2021), IN RELEVANT PART, TO MODIFY SECTION VII
(COMPENSATION-ALL EMPLOYEES INITIAL GRADE AND STEP ASSIGNMENT) OF THE
GRAND COUNTY EMPLOYEE HANDBOOK**

WHEREAS, it is necessary from time to time to amend policies contained in the Grand County Employee Handbook previously enacted by the Grand County Commission in order to improve and establish new policies and procedures;

WHEREAS, the Grand County Commission recognized the need to recruit in a competitive labor market for personnel;

WHEREAS, the Commission desires to amend Resolution No. 3275, in part, to update the “Initial Grade and Step Assignment Policy” to align the step assignment process for hiring external recruits with the current process for hiring internal recruits, allowing Department Head and Elected official final discretion and approval on step placement; and

WHEREAS, adoption of this resolution is not intended to replace or repeal Resolution No. 3288 (2021) that Re-Established a Grade and Step Assignment Policy for Entry Level Law Enforcement Positions.

NOW, THEREFORE, be it resolved by the Grand County Commission that it hereby amends Resolution No. 3275, in relevant part, by adoption of the “Initial Grade and Step Assignment Policy” set forth in Exhibit A, which is attached to and made a part of this Resolution, effective December 22nd, 2021.

APPROVED by the Grand County Commission in open session of a public meeting this 21st day of December, 2021 by the following vote:

Those voting aye: Clapper, Hadler, Hedin, McGann, Stock, Walker, Woytek

Those voting nay:

Those absent:

ATTEST:

APPROVE:

QH

Mary McGann

Quinn Hall

Mary McGann

Grand County Clerk/Auditor

Grand County Commission Chair

EXHIBIT A

SECTION V11- COMPENSATION-ALL EMPLOYEES

Amended: 12/22/2021 Resolution # 3307: Amending Resolution #3275 (2021)

B. Initial Grade and Step Assignment

Employees' compensation is determined by the grade associated with the job position and step assignment within the grade. Typically, new employees are placed at the beginning step of the position grade; however, exceptions may occur:

- If an employee cannot be recruited for the position at the beginning step, or
- If the employee exceeds the minimum qualifications and is expected to perform at a level equal to that of other individuals paid at a higher step.
- Has previous related experience. Employees hired with two (2) years or more of service with other employers directly relevant to the job position generally will receive a one (1) step increase for each unit of two (2) years, up to a maximum of fifteen (15) steps, the top of the position Grade. Department Heads and Elected Officials, shall work with Personnel Services to best determine step placement. Department Heads and Elected Officials shall review all staff placement on the grade and step chart and department budget prior to determining incoming hire step placement. Final Step place will be offered at the discretion of the Department Head or Elected Official.
- Initial Grade and Step placement will not be outside of Grade established for the position, unless approved by the County Commission prior to recruiting for the position.
- The starting wage rate for incoming law enforcement officers will be provided at one (1) step for every one (1) years of directly related prior law enforcement experience, up to a maximum of fifteen (15) steps, the top of the position Grade. Incoming law enforcement officers will be placed as a Deputy 1, 2, or 3 based on qualifications and directly related prior law enforcement experience. The Grand County Sheriff, Chief Deputy Sheriff and Jail Commander (Cpt.), shall work with Personnel Services Director to determine position and step placement.

RESOLUTION NO. 2968

A RESOLUTION REPEALING RESOLUTION #2893 (which amended Resolutions #2859 / #2840) AMENDING THE GRAND COUNTY EMPLOYMENT POLICIES & PROCEDURES MANUAL REGARDING SECTION VII – “COMPENSATION – ALL EMPLOYEES – PERFORMANCE REVIEWS”

WHEREAS, the Grand County Council met on December 16, 2008 and voted unanimously to adopt a Resolution (#2859) to amend the Grand County Employment Policies and Procedures Manual regarding Section VIII – Compensation – All Employees, establishing Pay for Performance and Employee Appraisal Policy Guidelines and Procedures as Grand County’s compensation system to reward employees for performance, effective January 1, 2009 and;

WHEREAS, implementing the Pay for Performance Program countywide has been challenging and confusing due to significant turnover since its inception in the Human Resources Director position and;

WHEREAS, the Pay for Performance Committee met on August 25, 2011 to review and discuss the effectiveness of the Program, citing a number of significant deficiencies and;

WHEREAS, the County Council met on August 30, 2011 and heard the questions, concerns and specific recommendations for resolving such deficiencies and requested Human Resources staff consult with the Pay for Performance Committee for a proposed amended policy and;

WHEREAS, the Human Resources Director consulted with all Pay for Performance Committee Members for input on a proposed amended performance review policy and;

WHEREAS, all Elected Officials and Department Heads/Supervisors were provided the opportunity to review the final amended performance review policy and;

WHEREAS, the Pay for Performance Committee hereby recommends that Section VII of the Grand County Employment Policies and Procedures Manual be amended to repeal the existing Pay for Performance and Employee Performance Appraisal Policy (Resolution No. 2893) identified as Item J, “Performance Reviews” and to replace it with the re-drafted Performance Review Policy, effective January 1, 2012;

NOW THEREFORE, be it resolved by the Grand County Council to approve, amend, and enact policies, guidelines and procedures pertaining to Pay for Performance and employee performance appraisal. The re-draft of the Grand County Pay for Performance and Employee Performance Appraisal Policy is contained in Exhibit A, which is attached to and made a part of this resolution and will be inserted into Section VII Compensation – All Employees as Item J.

APPROVED this 1st day of November, 2011, by the following vote:

AYE: Baird, Conrad, Holyoak, Ballantyne, Ciarus, Graham, Nyland

NAY _____

ABSENT _____

ATTEST:

 Diana Carroll
Diana Carroll
Grand County Clerk

Chris Baird
Chris Baird
Grand County Council Chairman

EXHIBIT A

J. Performance Reviews

The performance review provides a means for discussing, planning and reviewing the performance of each employee.

These performance reviews:

- Help employees clearly define and understand their responsibilities, provide criteria by which their performance will be evaluated and suggest ways in which they can improve performance.
- Identify employees with potential for advancement within the County.
- Help managers distribute and achieve departmental goals.
- Provide a fair basis for awarding compensation based on merit.

Performance reviews influence salaries, promotions and transfers, so it is critical that supervisors be honest and objective in conducting performance reviews and in assigning overall performance ratings.

Guidelines/Procedures for Reviews and All Merit Increases:

The Department Head/Supervisors (which include Elected Officials) will be responsible for completing a performance review for each employee within their department every year. The reviews must be completed within 30 days prior to or subsequent to the date of the employee's original date of hire; or if the employee took a leave of absence for more than twelve (12) consecutive weeks at any time during their first three (3) years of employment, the employee's re-hire date. To determine this re-hire date, the employee's original hire date will be extended by the length of time the employee was on the leave of absence.

Upon the completion of the review, and meeting the requirements of either a Milestone or Exemplary increase, if the employee is eligible, the Department head/Supervisor may submit an employee's completed review and supporting documents to the review committee where it will be determined if an increase is to be awarded. An employee may only receive a one step increase each year they are eligible.

All required Performance Review documents are located on the Grand County website.

To be eligible for a Milestone merit increase:

- All employees will be eligible for a Milestone increase.
- An employee will be eligible after two (2) years of continuous employment as stated in the Guidelines/Procedures explained above; then every other year on the anniversary of their original hire date or their adjusted rehire date, whichever is applicable. An employee's introductory period will be included in this timeline.
- A completed, signed and dated performance review must be submitted annually to the Human Resource Department for each twelve (12) month period.
- Each annual review must have a rating of "fully achieved" or higher for all performance standards. An employee with an evaluation containing any less than "full achieved" ratings, or who has disciplinary documentation or a corrective action plan in their personnel file that is not resolved with follow up documentation by the

Department head/Supervisor and the Human Resource Director during any year is not eligible for a merit increase.

To be eligible for an Exemplary merit increase:

- All employees will be eligible for an Exemplary increase upon completion of the listed requirements.
- An employee will be eligible after three (3) years of continuous employment as stated in the Guidelines/Procedures explained above; then every other year on the anniversary of their original hire date or their adjusted rehire date, whichever is applicable. An employee's introductory period will be included in this timeline.
- The employee must complete an Individual Development Plan acknowledgement form, stating the employee is interested in participating in the Exemplary Merit Option. This may be obtained via Human Resources or from the Grand County Website. With this acknowledgment, an employee will then complete the Individual Development Plan form, detailing the specific goals the employee desires to meet that are above and beyond the employee's current job description for the next twelve (12) months, and then submit both forms to their Department head/Supervisor within 30 days of receiving their prior twelve (12) month review. If this is not received by the deadline, the employee will forfeit the opportunity to participate in the Exemplary program for that particular twelve (12) month timeframe.
- The completed performance review, acknowledgment form, Individual Development Plan (with quarterly follow ups and proof of completion of goals), and a Committee Request Form must be submitted annually to the Human Resource Department for each year. All documentation must be received prior to being submitted to the Review Committee.
- Each annual review must have a rating of "consistently exceeds" in at least 50% of all categories. An employee with an evaluation not having a rating of "consistently exceeds" in at least 50% of all categories, or who has disciplinary documentation or a corrective action plan in their personnel file that is not resolved with follow up documentation by the Department head/Supervisors and the Human Resource Director during any year is not eligible for a merit increase.

Performance Review Committee and Performance Criteria:

The Performance Review committee members shall include the Human Resource Director, Council Administrator, four (4) Department head/Supervisors (which includes two (2) elected officials), one (1) employee liaison, and one (1) County Council Member (without voting rights).

The committee will meet once a month to review, discuss, and evaluate the prior month's eligible employee's documentation submitted for the recommended performance increases.

In order for an employee to be considered for an Exemplary merit increase the Department head/Supervisor must include documentation that verifies the following:

1. Performance consistently exceeds the standard requirements relevant and directly related to the job position.
2. Measurable performance in terms of time requirements and output.
3. Obtained education and certification that is above and beyond the standard requirements for the position.
4. Special circumstances or events not usual or predictable that require performance above and beyond essential job duties.

Department head/Supervisors shall not participate as a voting member when the committee evaluates documentation for a performance increase regarding an employee in their department or office, directly supervise, or has direct family relation to. In regard to the County Council Administrator, he/she shall not participate in voting when the employee who is eligible for the increase is a direct report.

If Department head/Supervisors do not complete annual reviews for each employee in their department, each incomplete review will be documented in the Department head/Supervisors file and included in the Department Head/Supervisor's next review.

With the exception of the Human Resource Director and the Council Administrator, the committee members shall rotate annually so that all Department head/Supervisors have the opportunity to participate as committee members. The Human Resource Director shall solicit committee members annually on a rotating schedule.

A quorum of voting committee members must be present to vote on recommendations; and a majority of the committee members present must vote in favor of the increase for the request to be approved. The Human Resource Director will notify the Department head/Supervisors of the Committee's determination on whether the increase will be granted or denied and then provide the Department head/Supervisors with documentation of the Committee's decision.

The Department head/Supervisors may appeal the Performance Review Committee's decision to deny a performance increase within ten (10) days of the decision to the Human Resource Director.

The Human Resource Director will appoint a 3 (three) member Appeals Committee of Department head/Supervisors not currently serving on the Performance Review Committee. The Appeals Committee will meet with the Department head/Supervisors to hear the appeal, review documentation, and make a decision to support or recommend a change to the Performance Review Committee's decision.

The Human Resource Director will prepare a Personnel Action Form documenting any compensation changes approved by the committee and submit it to the Department head/Supervisor and employee for signatures.

The Human Resource Director, in collaboration with the Department head/Supervisors shall conduct an evaluation at least annually of the effectiveness of the review process program and recommend to the Council for approval of any changes to the policy, guidelines and procedures as necessary.

Sheriff & Jail

Sheriff	Steve White	2,080				\$53,6226	\$111,535
Chief Deputy	Darrel Mecham	2,080	20	8		\$49,4338	\$102,822
Jail Commander (CPT.)	Shan Hackwell	2,080	19	6		\$44,3772	\$92,305
Investigator Lt.	Kim Neal	2,080	17	15		\$52,5190	\$109,240
Patrol Sergeant	Curt Brewer	2,080	15	15		\$47,6363	\$99,083
Patrol Sergeant	Al Cymbaluk	2,080	15	14		\$46,2488	\$96,198
Corrections Sergeant	Hollan Moore	2,080	15	6		\$36,5092	\$75,939
Corrections Sergeant	Gary Croasman	2,080	15	9		\$39,8946	\$82,981
Emergency Management Director	Vacant (2021)	2,080	13	3		\$30,3049	\$63,034
Criminal Investigator	Brandon Black	2,080	13	9		\$36,1856	\$75,266
Criminal Investigator	Nate Whitney	2,080	13	15		\$43,2075	\$89,872
Dispatch Supervisor	Jennifer Swenson	2,080	15	6		\$36,5092	\$75,939
Patrol Deputy I	Vacant (2021)	2,080	11	1		\$25,9095	\$53,892
Patrol Deputy I	Vacant (2021)	2,080	11	1		\$25,9095	\$53,892
Patrol Deputy I	Vacant (2021)	2,080	11	1		\$25,9095	\$53,892
Patrol Deputy I	Vacant (2021)	2,080	11	1		\$25,9095	\$53,892
Patrol Deputy II	Amanda Edwards	2,080	12	3		\$28,8618	\$60,033
Patrol Deputy II	Vacant (2021)	2,080	12	1		\$27,2050	\$56,586
Patrol Deputy II	Aaron Fry	2,080	12	3		\$28,8618	\$60,033
Patrol Deputy III	Josh Stalpes	2,080	12	3		\$28,8618	\$60,033
Patrol Deputy III	Landon Leavitt	2,080	13	4		\$31,2140	\$64,925
Patrol Deputy III	Austin Brewer	2,080	13	5		\$32,1504	\$66,873
Patrol Deputy III	Brad Hines	2,080	13	4		\$31,2140	\$64,925
Patrol Deputy III	Micah Ward	2,080	13	3		\$30,3049	\$63,034
Patrol Deputy III	Jamison Wiggins	2,080	13	5		\$32,1504	\$66,873
Patrol Deputy III	Mike Palmer	2,080	13	8		\$35,1317	\$73,074
Patrol Deputy III- BLM	Josh Honour	2,080	13	8		\$35,1317	\$73,074
Corrections Deputy I	Vacant (2021)	2,080	11	1		\$25,9095	\$53,892
Corrections Deputy I	Vacant (2021)	2,080	11	4		\$28,3120	\$58,889
Corrections Deputy I	Ronald Dolphin	2,080	11	1		\$25,9095	\$53,892
Corrections Deputy I	Vanessa Scow	2,080	11	1		\$25,9095	\$53,892
Corrections Deputy I	Calvin Hazleton	2,080	11	1		\$25,9095	\$53,892
Corrections Deputy I	Jared Palmer	2,080	11	4		\$28,3120	\$58,889
Corrections Deputy II	Haley Mosher	2,080	12	3		\$28,8618	\$60,033
Corrections Deputy III	Connie Cook	2,080	13	3		\$30,3049	\$63,034
Communication/Dispatch I	Tyler Lindsay	2,080	7	1		\$21,3158	\$44,337
Communication/Dispatch I	Hilary Dalton	2,080	7	1		\$21,3158	\$44,337
Communication/Dispatch I	Di Shai Nelson	2,080	7	1		\$21,3158	\$44,337
Communication/Dispatch I	Ruby Sanchez	2,080	7	1		\$21,3158	\$44,337
Communication/Dispatch I	Caitlin Cooley	2,080	7	1		\$21,3158	\$44,337
Communication/Dispatch II	Keera Gritts	2,080	8	2		\$23,0531	\$47,950
Communication/Dispatch III	Mindy Lammert	2,080	9	6		\$27,2438	\$56,667
Communication/Dispatch III	Jenny Tuft	2,080	9	5		\$26,4502	\$55,017
Sheriff Admin. Assistant	Eve Brannan	2,080	7	13		\$30,3913	\$63,214
Sheriff Admin. Assistant	Ronnie Johnston	2,080	7	2		\$21,9553	\$45,667
Jail Admin. Assistant	Amy Wiggins	2,080	7	2		\$21,9553	\$45,667
Jail Registered Nurse	Misty Kovacs	312				\$30,0000	\$9,360
Food Service Manager	Sandra O'Donnal	2,080	8	9		\$28,3524	\$58,973
Search & Rescue Commander	Jim Webster	750	12	2		\$28,0211	\$21,016



Grand County 2022 Grade and Step Chart with 5.9% COLA

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Grade 1	\$15.91	\$16.38	\$16.87	\$17.38	\$17.90	\$18.44	\$18.99	\$19.56	\$20.15	\$20.75	\$21.38	\$22.02	\$22.68	\$23.36	\$24.06
Grade 2	\$16.70	\$17.20	\$17.72	\$18.25	\$18.80	\$19.36	\$19.94	\$20.54	\$21.16	\$21.79	\$22.45	\$23.12	\$23.81	\$24.53	\$25.26
Grade 3	\$17.54	\$18.06	\$18.60	\$19.16	\$19.74	\$20.33	\$20.94	\$21.57	\$22.21	\$22.88	\$23.57	\$24.27	\$25.00	\$25.75	\$26.53
Grade 4	\$18.41	\$18.97	\$19.53	\$20.12	\$20.72	\$21.35	\$21.99	\$22.65	\$23.33	\$24.03	\$24.75	\$25.49	\$26.25	\$27.04	\$27.85
Grade 5	\$19.33	\$19.91	\$20.51	\$21.13	\$21.76	\$22.41	\$23.09	\$23.78	\$24.49	\$25.23	\$25.98	\$26.76	\$27.57	\$28.39	\$29.24
Grade 6	\$20.30	\$20.91	\$21.54	\$22.18	\$22.85	\$23.53	\$24.24	\$24.97	\$25.72	\$26.49	\$27.28	\$28.10	\$28.94	\$29.81	\$30.71
Grade 7	\$21.32	\$21.96	\$22.61	\$23.29	\$23.99	\$24.71	\$25.45	\$26.22	\$27.00	\$27.81	\$28.65	\$29.51	\$30.39	\$31.30	\$32.24
Grade 8	\$22.38	\$23.05	\$23.74	\$24.46	\$25.19	\$25.95	\$26.72	\$27.53	\$28.35	\$29.20	\$30.08	\$30.98	\$31.91	\$32.87	\$33.85
Grade 9	\$23.50	\$24.21	\$24.93	\$25.68	\$26.45	\$27.24	\$28.06	\$28.90	\$29.77	\$30.66	\$31.58	\$32.53	\$33.51	\$34.51	\$35.55
Grade 10	\$24.68	\$25.42	\$26.18	\$26.96	\$27.77	\$28.61	\$29.46	\$30.35	\$31.26	\$32.20	\$33.16	\$34.16	\$35.18	\$36.24	\$37.32
Grade 11	\$25.91	\$26.69	\$27.49	\$28.31	\$29.16	\$30.04	\$30.94	\$31.87	\$32.82	\$33.81	\$34.82	\$35.86	\$36.94	\$38.05	\$39.19
Grade 12	\$27.20	\$28.02	\$28.86	\$29.73	\$30.62	\$31.54	\$32.48	\$33.46	\$34.46	\$35.50	\$36.56	\$37.66	\$38.79	\$39.95	\$41.15
Grade 13	\$28.57	\$29.42	\$30.30	\$31.21	\$32.15	\$33.11	\$34.11	\$35.13	\$36.19	\$37.27	\$38.39	\$39.54	\$40.73	\$41.95	\$43.21
Grade 14	\$29.99	\$30.89	\$31.82	\$32.77	\$33.76	\$34.77	\$35.81	\$36.89	\$37.99	\$39.13	\$40.31	\$41.52	\$42.76	\$44.05	\$45.37
Grade 15	\$31.49	\$32.44	\$33.41	\$34.41	\$35.45	\$36.51	\$37.60	\$38.73	\$39.89	\$41.09	\$42.32	\$43.59	\$44.90	\$46.25	\$47.64
Grade 16	\$33.07	\$34.06	\$35.08	\$36.13	\$37.22	\$38.33	\$39.48	\$40.67	\$41.89	\$43.15	\$44.44	\$45.77	\$47.15	\$48.56	\$50.02
Grade 17	\$34.72	\$35.76	\$36.84	\$37.94	\$39.08	\$40.25	\$41.46	\$42.70	\$43.98	\$45.30	\$46.66	\$48.06	\$49.50	\$50.99	\$52.52
Grade 18	\$36.46	\$37.55	\$38.68	\$39.84	\$41.03	\$42.26	\$43.53	\$44.84	\$46.18	\$47.57	\$49.00	\$50.47	\$51.98	\$53.54	\$55.14
Grade 19	\$38.28	\$39.43	\$40.61	\$41.83	\$43.08	\$44.38	\$45.71	\$47.08	\$48.49	\$49.95	\$51.45	\$52.99	\$54.58	\$56.22	\$57.90
Grade 20	\$40.19	\$41.40	\$42.64	\$43.92	\$45.24	\$46.60	\$47.99	\$49.43	\$50.92	\$52.44	\$54.02	\$55.64	\$57.31	\$59.03	\$60.80
Grade 21	\$42.20	\$43.47	\$44.77	\$46.12	\$47.50	\$48.93	\$50.39	\$51.91	\$53.46	\$55.07	\$56.72	\$58.42	\$60.17	\$61.98	\$63.84
Grade 22	\$44.31	\$45.64	\$47.01	\$48.42	\$49.88	\$51.37	\$52.91	\$54.50	\$56.14	\$57.82	\$59.55	\$61.34	\$63.18	\$65.08	\$67.03
Grade 23	\$46.53	\$47.93	\$49.36	\$50.84	\$52.37	\$53.94	\$55.56	\$57.23	\$58.94	\$60.71	\$62.53	\$64.41	\$66.34	\$68.33	\$70.38
Grade 24	\$48.86	\$50.32	\$51.83	\$53.39	\$54.99	\$56.64	\$58.34	\$60.09	\$61.89	\$63.75	\$65.66	\$67.63	\$69.66	\$71.75	\$73.90
Grade 25	\$51.30	\$52.84	\$54.42	\$56.06	\$57.74	\$59.47	\$61.25	\$63.09	\$64.98	\$66.93	\$68.94	\$71.01	\$73.14	\$75.33	\$77.59
Grade 26	\$53.86	\$55.48	\$57.14	\$58.86	\$60.62	\$62.44	\$64.32	\$66.25	\$68.23	\$70.28	\$72.39	\$74.56	\$76.80	\$79.10	\$81.47
Grade 27	\$56.56	\$58.25	\$60.00	\$61.80	\$63.66	\$65.57	\$67.53	\$69.56	\$71.65	\$73.79	\$76.01	\$78.29	\$80.64	\$83.06	\$85.55
Grade 28	\$59.39	\$61.17	\$63.00	\$64.89	\$66.84	\$68.84	\$70.91	\$73.04	\$75.23	\$77.48	\$79.81	\$82.20	\$84.67	\$87.21	\$89.83
Grade 29	\$62.35	\$64.22	\$66.15	\$68.14	\$70.18	\$72.29	\$74.45	\$76.69	\$78.99	\$81.36	\$83.80	\$86.31	\$88.90	\$91.57	\$94.32
Grade 30	\$65.47	\$67.44	\$69.46	\$71.54	\$73.69	\$75.90	\$78.18	\$80.52	\$82.94	\$85.43	\$87.99	\$90.63	\$93.35	\$96.15	\$99.03

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
APRIL 19, 2022

Agenda Item: G

TITLE:	Approving the 2022 Bronco Safari Special Event Permit
FISCAL IMPACT:	
PRESENTER(S):	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 Utah Bronco Safari Special Event Permit under the currently approved special event Ordinance.

BACKGROUND:

The first Bronco Safari is being dated back to 2002. Classic Bronco owners come from all over for five days of organized trail rides and a Show and Shine at The Old Spanish Trail Arena. The Utah Bronco Club is a non-profit organization with long standing club members that look forward to this event each year as if it were a family reunion. The Club engages in multiple charity and community service projects throughout Utah.

This year the Bronco Safari is expecting approximately 100 vehicles with an estimated 250 participants. Each trail will be capped at 25 vehicles per trail.

ATTACHMENT(S):

- Special Event Application
- Signed OSTA Agreement
- Signed Indemnification
- Supplemental Documents available upon request

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
SPECIAL RECREATION PERMIT

(16 U.S.C. 6801 et seq., 43 U.S.C. 1701 et seq., 43 CFR Group 2930)

Permit No.
MFO-Y010-16-050R

BLM Issuing Office
Moab Field Office
DOI-BLM-UT-Y010-2011-0173

Permittee Utah Bronco Club Safari

Authorized Representative Steve St.Clair

Address
14872 S. 2200 W.
Bluffdale, UT 84065

Phone Number (801) 999-8088
Email Address steve@utahbroncoclub.com
Fax Number _____
Website broncosafari.com

Permit is for (check all that apply): Commercial Use Competitive Use Organized Group Activity or Event Vending

Date Issued 10/1/2021 Date Expires 12/31/2030 (Terms greater than one year subject to annual authorization)

Seasonal or other period of limitations Spring

Permit Fee Formula Organized Group: Greater of \$115/year or \$6/person/day
If other, specify _____

Assigned Sites (commercial only): None No. of Assigned Sites subject to fees _____

Special Area Fees Apply: Yes No Special Area Fee _____

Minimum insurance coverage requirement Low Risk: \$300,000 per occurrence, \$600,000 annual aggregate

Permit is valid only if a current Certificate of Insurance, listing the United States as additional insured, is on file with the issuing BLM Office.


Post use report due date(s) 30 days after last use of year Bond Requirement: None Bond Amount _____

Purpose and activities authorized
4x4 Event

Approved Area of Operation
Jeep Safari Routes

Certification of Information: I certify use of this permit will be as per the operations plan on file with BLM. I acknowledge I am required to comply with any conditions required by the BLM including the General Terms and Permit Stipulations listed on the following pages of this form and any additional stipulations which may be attached.

Additional stipulations are attached: Yes No


(Permittee Signature)

9/29/2021
(Date)

Approved and issued for the conduct of permitted activities and locations shown on this permit and in conformance with the operating plan. Permit is subject to General Terms and Permit Stipulations any additional stipulations attached.

Nicollee Gaddis-Wyatt
(BLM Authorized Officer Printed Name)


(BLM Authorized Officer Signature)

10/1/2021
(Date)

GENERAL TERMS AND PERMIT STIPULATIONS

- A. Compliance with laws, regulations, and other legal requirements.** The permittee shall comply with all Federal, State, and local laws; ordinances; regulations; orders; postings; or written requirements applicable to the area or operations covered by the Special Recreation Permit (SRP). The permittee shall ensure that all persons operating under the authorization have obtained all required Federal, State, and local licenses or registrations. The permittee shall make every reasonable effort to ensure compliance with these requirements by all agents of the permittee and by all clients, customers, participants, and spectators under the permittee's supervision.
- B. Modification, Suspension, Termination.** An SRP authorizes special uses of the public lands and related waters and should circumstances warrant, the permit may be modified by the BLM at any time, including modification of the amount of use. The Authorized Officer may suspend or terminate an SRP if necessary, to protect public resources, health, safety, the environment, or because of non-compliance with permit stipulations. Actions by the BLM to suspend or terminate an SRP are appealable.
- C. Permit Value & Operating Rights.** No value shall be assigned to or claimed for the permit, or for the occupancy or use of Federal lands or related waters granted thereupon. The permit is not to be considered property on which the permittee shall be entitled to earn or receive any return, income, price, or compensation, and may not be used as collateral for a loan. In the event of default on any mortgage or other indebtedness, such as bankruptcy, creditors shall not succeed to the operating rights or privileges of the permittee's SRP. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license.
- D. Non-Exclusive Use.** Unless expressly stated, the SRP does not create an exclusive right of use of an area by the permittee. The permittee shall not interfere with other valid uses of the federal land by other users. The United States reserves the right to use any part of the area for any purpose.
- E. Subcontracting.** Where the BLM authorizes a permittee to subcontract a portion of the permitted activities, the permittee must retain operational control of the permitted activities and must also comply with any applicable special stipulations related to contractors and subcontractors, which may include, but are not limited to, provisions regarding permit compliance, fee payment, reporting requirements, and insurance requirements.
- F. Advertising.** All printed, electronic, and oral advertising and representations made to the public and the Authorized Officer must be accurate. Although the addresses and telephone numbers of the BLM may be included in advertising materials, the permittee will not seek or obtain trademark rights, use or incorporate the names, trademarks, or logos of the BLM, the Government, or their employees in any advertising, promotional, sales literature, or on any product without the prior written approval of the BLM for the specific use. The permittee shall not state or imply that the Government or any of its organizational units or employees endorses any product, service, or activity as being conducted by the BLM. The BLM does not directly or indirectly endorse any product or service provided, or to be provided, by the permittee whether directly or indirectly related to this Special Recreation Permit. The permittee may not portray or represent the permit fee as a special federal user's tax. The permittee must furnish the Authorized Officer with a current brochure, or website, including price list.
- G. Responsibility of Permittee.** The permittee assumes responsibility for inspecting the permitted area for any existing or new hazardous conditions, e.g., trail and route conditions, landslides, avalanches, rocks, changing water or weather conditions, falling limbs or trees, submerged objects, hazardous flora/fauna, abandoned mines, or other hazards that present risks for which the permittee assumes responsibility.
- H. Resource Protection:** The permittee cannot, unless specifically authorized, erect, construct, or place any building, structure, or other fixture on public lands. Upon leaving, the lands must be restored as nearly as possible to pre-existing conditions.
- I. Display of Permit:** The permittee, permittee's employees, agents, and Authorized Officer approved subcontractors, must present or display a copy of the SRP to an Authorized Officer's representative, or law enforcement personnel upon request. If required, the permittee must display a copy of the permit or other identification tag on equipment used during the period of authorized use.
- J. Operating Plan.** The operating plan submitted in the application corresponding to this permit is incorporated as the operating plan for this permit. Any changes to your operations as described in this plan must be requested in writing to the BLM. This request must receive prior written approval from the BLM Authorized Officer before the operating plan changes may take effect.
- K. Accounting Records:** The Authorized Officer, or other duly authorized representative of the BLM, may examine any of the books, documents, papers, or records pertaining to the permit or transactions related to it, in the possession of the permittee or its employees, business affiliates, or agents for up to three years after expiration of the permit. For permits with fees greater than \$10,000 annually, when requested by the BLM, the holder at its own expense shall have its annual accounting records audited by an independent public

accountant acceptable to the BLM. The permit holder must maintain internal accounting records pertaining to this authorized use, and these records must be readily discernable from accounting transactions with other permits, business endeavors or personal use. Accounting records must include the following:

1. A recordkeeping procedural outline or process plan.
2. Customer receipt deposit log or similar detailed information, which includes at a minimum: A) Customer identifier; B) Location identifier; C) Dated deposit and amount; D) Gross fee collected; E) Subtotal after each customer transaction; F) Grand total after each deposit; G) Grand total of year-end receipts.
3. Corresponding monthly bank statement ledgers to the customer receipt deposit log or other compensation attributed to activities conducted under this permit.
4. Price advertisements.
5. Original customer reservation listings or event registration sheets.
6. A record of all financial relationships with booking agents, advertisers, subcontractors, and business affiliates connected to permitted use.
7. A record of all receipts or compensation including payments, gratuities, donations, gifts, bartering, etc., received from any source not captured in the customer receipt deposit log for activities conducted under the permit.
8. A record of all payments made by the permit holder and claimed as a deduction in the permit holder fee submission. Records consist of receipts, debit transaction logs, bank statements, or similar records.
9. W-2 records or other similar records of employment for all employees conducting activities under the permit.

L. Revenue Reporting: The permittee must submit a post-use report and any other required forms to the Authorized Officer according to the due dates shown on the permit. If the post-use report is not received by the established deadline, the permit will be suspended and/or late fees assessed. The post-use report must contain a trip-by-trip log of trip location, beginning and ending dates of each trip, number of clients, number of guides, and gross receipts for the trip. Deductions based on pre- and post- trip transportation and lodging expenses and percentage of time on public land, if being claimed, must be described in advance in the permittee's Operations Plan. Transportation and lodging deductions must be accompanied by copies of supporting receipts documenting proof of payment.

M. Resource Damage and Injury Reporting: The permittee shall notify the Authorized Officer of any incident that occurs while involved in activities authorized by this permit, which result in death, personal injury requiring hospitalization or emergency evacuation, or in property damage greater than \$2,500 (lesser amounts if established by State law). Reports should be submitted within 24 hours.

N. Insurance: If required by the Authorized Officer, the permittee shall carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents, employees, volunteers, and contractors in carrying out activities and operations under this permit. The policy shall name the "Bureau of Land Management- DOI" as additional insured. Permittee agrees to have on file with the BLM copies of the above insurance with the proper endorsements.

O. Fee Payment: The permittee must pay the required fees before the BLM will authorize your use. For installment payments when more than \$1,000 is owed, the permittee must submit a BLM promissory note, which must be signed by the Authorized Officer. For multi-year permits, final payments may be adjusted based on post-use reports. For multi-year commercial permits, excess payments will be applied toward the following years or seasons estimated fee. For permits other than multi-year commercial permits, the BLM will give the permittee the option whether to receive refunds or credit overpayments to future permits, less processing costs.

P. Equal Opportunity and Nondiscrimination

The permittee, its employees, and affiliates shall not discriminate against any person on the basis of race, color, sex, national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments Act of 1972, as amended, and the Age Discrimination Act of 1975, as amended.



LETTER OF INTENT

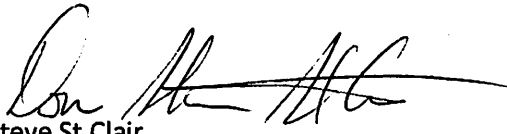
RE: Bronco Safari 2022 event

To: OSTA and Grand County

Dear Angela Book,

My apologies for the delays on finalizing this permit. It was my understanding that the insurance documents were required for submission. It has been applied and paid for. We will have the policy documents shortly and will forward them to you as soon as we have them.

Thanks for your assistance and understanding.

A handwritten signature in black ink, appearing to read "Steve St. Clair", with a long horizontal flourish extending to the right.

Steve St.Clair

4/12/2022


<p>STATE OF UTAH DEPARTMENT OF COMMERCE ACTIVE LICENSE</p> <p>Lindy Jean Buhl</p> <p>EFFECTIVE 06/14/2007</p> <p>EXPIRATION 01/31/2023</p>	<p>REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)</p> <p>6206540-3102 Registered Nurse Under Interstate Compact</p> <p>_____ SIGNATURE OF HOLDER</p>
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IMPORTANT LICENSURE REMINDERS:

- Unless superceded by Division action, your license is valid until the expiration date listed on this form. Approximately 60 days prior to this expiration you will receive a renewal notice in the mail.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.

LINDY JEAN BUHL
461 W GRANARY PL
SARATOGA SPRINGS UT 84045

Please visit our web site at www.dopl.utah.gov should you have any questions in the future.

<p>STATE OF UTAH DEPARTMENT OF COMMERCE DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING ACTIVE LICENSE</p>		
<p>EFFECTIVE DATE:</p>	<p>06/14/2007</p>	
<p>EXPIRATION DATE:</p>	<p>01/31/2023</p>	
<p>ISSUED TO:</p>	<p>Lindy Jean Buhl</p>	
<p>REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)</p>		
<p>6206540-3102 Registered Nurse Under Interstate Compact</p>		
		<p>_____ Signature of Holder</p>

Jeep Safari Routes in the Moab Field Office

Analyzed in Environmental Assessment DOI-BLM-UT-Y010-2011-0189, *Red Rock 4-Wheelers Jeep Safari and Fall Campout 10-Year Permit Renewal and Other Permitted, Non-Competitive Motorized Use of Jeep Safari Routes*, signed December 28, 2012, as the title so succinctly suggests, analyzed permitted, non-competitive motorized use (including motorcycle and ATV use, commercial and event use) of the Jeep Safari route system in the Moab Field Office and Chicken Corners and Lockhart Basin routes in the Monticello Field Office.

1. Behind The Rocks
2. Chicken Corners (BLM portion Jackson Hole)
3. Cliff Hanger (aka Amasa Back)
4. Copper Ridge
5. Crystal Geysers
6. Dolores Triangle
7. Dome Plateau
8. Fins and Things
9. Flat Iron Mesa
10. Gold Bar Rim (including Long Canyon and Gemini Bridges)
11. Golden Spike (Rusty Nail & Where Eagles Dare)
12. Hell Roaring Rim
13. Hell's Revenge including (Escalator and Hells Gate)
14. Hey Joe Canyon
15. Hotel Rock
16. Kane Creek Canyon
17. Lockhart Basin
18. Metal Masher
19. Moab Rim
20. Poison Spider Mesa
21. Porcupine Rim
22. Pritchett Canyon
23. Rose Garden Hill/ Kokopelli's Trail
24. Secret Spire
25. Sevenmile Rim
26. Steel Bender (aka Flat Pass)
27. Strike Ravine
28. Top of the World
29. Wipe Out Hill
30. 3-D (Pickle & Mashed Potatoes)
31. Cameo Cliffs/ Hook & Ladder
32. BLM portion of Polar Mesa

Medical & First Aid Plan

Name of Event: Bronco Safari

Contact Name with Phone Number: Steve St.Clair 801 999-8088

Dates of Event: Trail rides 5/3 -5/7, Show and Shine 5/6 at OSTA

Number of Attendees: About 100 vehicles or up to about 250 people total.

Location of First Aid Kit (Needs to be labeled on OSTA Map): At the entrance of the OSTA Pavilion

Responsible person to dial 9-1-1: Lindy Buehl, R.N.

Description of Safety Plan at OSTA: Participants will be made aware of the first aid kit location and Lindy in case of emergency, and

Description of Safety Plan "IF" event leaves OSTA (Locations of First Aid Kits): Each trail leader will have a first kit in their vehicle.

Check List

- Emailed CPR/First Aid Card of responsible person
- Reviewed and complied with Grand County EMS Special Event Guidelines Medical Plan.
- Submitted map/layout of OSTA Property with First Aid station labeled.
- Submitted Application to GCEMS if EMT or Ambulance is required at event. Email copy of application to OSTA.

2022

Date of Event:	May 6, 2022	Arrival Date: 6 TH	Departure Date: 6 TH
Times of Event	Set-up@ Noon, Public@ 3pm, End @ 9pm		
Name of Group:	Utah Bronco Club		
Contact Person:	Steve St. Clair	Peggy St. Clair	
Phone Number:	(801) 254-1424 (801) 999-8088 cell	(801) 560-9140	
Email Address:	Steve@Utahbroncoclub.com	justpeggy@earthlink.net	
Expected # of Spectators	LOCAL:	OUT OF TOWN:	STAFF:

Vehicles: 100

Participants: 250

SUN	MON	TUE	WED	THUR	FRI	SAT
1	2	3	4	5	6 Utah Bronco Club	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

© 2007 Vertex42 LLC, www.vertex42.com/vendors

Arena	Conf. Room	Outside Arena	Parking Lot	Pavilion	Stalls	Soccer Fields	Upper Park Lot	Baseball Fields	Scorer Box/ Conf. Room #2	Warm up Arena
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4/6/22 Pavilion only

4/6 - NO Need for fields
~~NO MUD TIRES ON GRASS.~~

Description of event: Utah Bronco Club, Bronco Safari
with a show & shine

Power Required: Yes

Water Required: NO

Furniture Required: 10 Tables Sound System
130 Chairs Set-up by noon

Compaction Level of Dirt: N/A

Cleaning will be maintained by: Utah Bronco Club

Final Cleaning by: U.B.C.

Any Special Deliveries: NO

Dumpster with open top: OSTA

Verified with Monument on:

Spoke With:

Drop off times:

Final pick up:

Portable Restrooms & Sinks: OSTA

Verified with Zurich on:

Spoke With:

Drop off times:

Final pick up:

Alcohol: NO

Location of Beer Garden:

Permit for:

Permits: BLM

Safety Plan (Dangerous Event):

Temporary Structures (How will they be secured to the ground): NO

Other Special Instructions:

Insurance Received On (If hiring/using concessionaire they must be named additionally insured) 2/4 Million on events over 1000ppl, 1/2 Million on events under 1000ppl and not a risky event: Letter of Intent

501-C3 Documentation Received On: NO

Non-Refundable Deposit (Booking fee) Received On: pd Booking fee on 4/29/21 w/ final payment of cancelled 2021 event \$50,000 CK# 217 4/29/21

Refundable Security Deposit Received On:

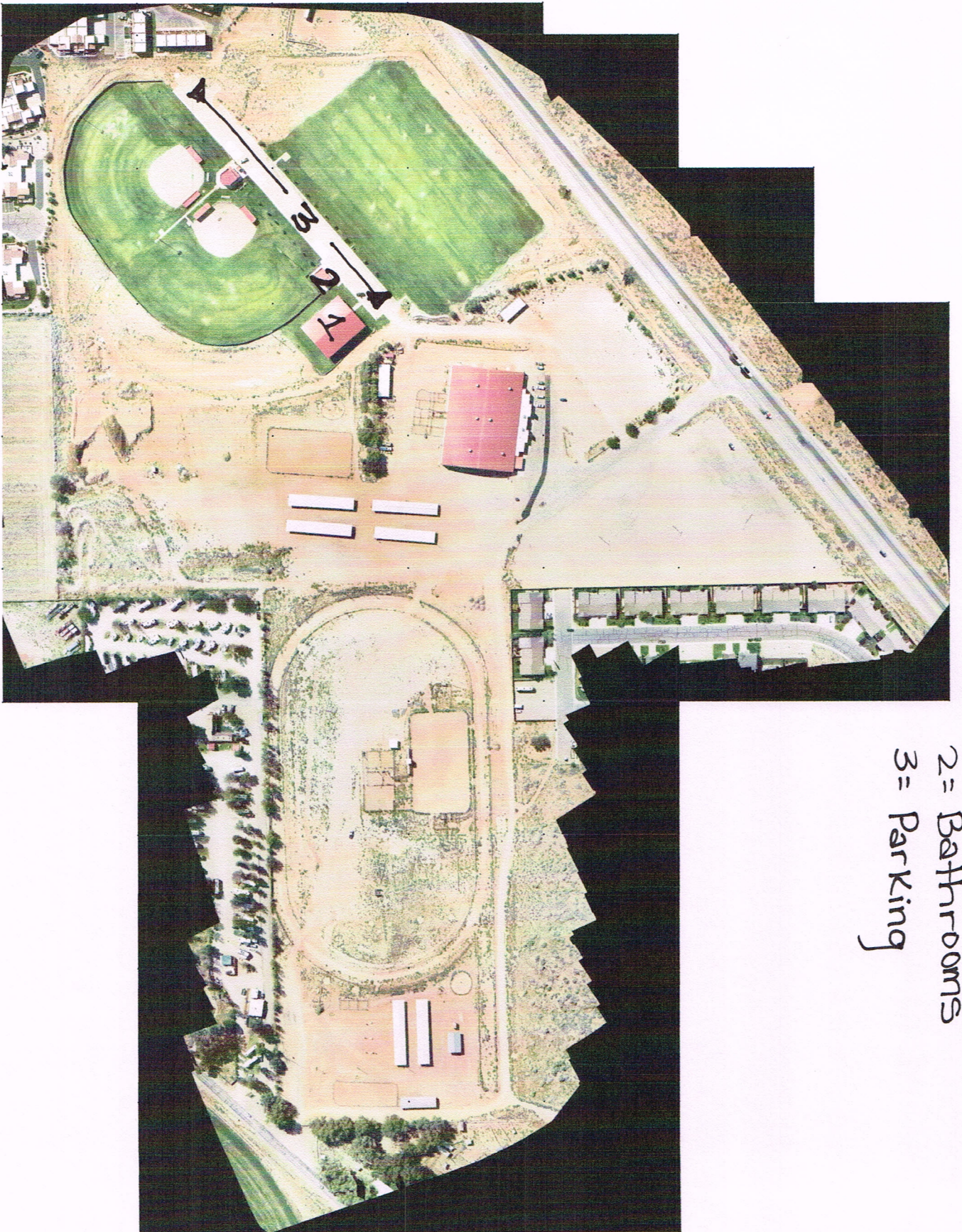
Payment Received On:

Security Deposit Paid back on:

Door Code & What Doors: N/A

SEC Member	Email Address	Department	Initial Approval Date	Final Approval Date	Notes
Mallory Nassau	mnassu@grandcountyutah.net	Commission			
Quinn Hall	ghall@grandcountyutah.net	Commission			
Christina Sloan	csloan@grandcountyutah.net	County Attorney			
Angela Book	abook@grandcountyutah.net	OSTA Director			
Gaberial Woytek	gwoytek@grandcountyutah.net	Commissioner			
August Granath	agranath@grandcountyutah.net	MTC			

Referral Agency	Agency Member	Email Address	Approval Date	Source of Approval	Notes
Clerk's Office	Jana Smith	jsmith@grandcountyutah.net			
Building	Bill Hulse	bhulse@grandcountyutah.net			
Moab Fire	Brandon McGuffee	bmcguffee@moabfiredepartment.org			
Road Dept.	Bill Jackson	bjackson@grandcountyutah.net			
GCSO	Steve White	swhite@grandcountysheriff.org			
GCSO	Darrel Meacham	dmecham@grandcountysheriff.org			
Planning	Jenna Gorney	jgorney@grandcountyutah.net			
EMS	Andy Smith	asmith@grandcountyems.net			
EMS	Michelle Mefret	mmefret@grandcountyems.net			
UHP	Kyle Curtis	kcurtis@utah.gov			



- 1 = Show & Shine
- 2 = Bathrooms
- 3 = Parking



Online Form Submittal: OSTA Special Event Permit Application 2021

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

Wed, Apr 13, 2022 at 7:47 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](#)

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 4/12/2022

First Name Steve

Last Name St.Clair

Application Type Renewal Application

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

Applicant Name: Steve St.Clair

Business or Organization: Bronco Safari

Mailing Address: 14872 S 2200 W

City Bluffdale

State UT

Zip 84065

Email Address: steve@utahbroncoclub.com

Phone: 801 999-8088

Cell: 801 999-808

Event Web Address: brincosafari.com

Contact on-Call During the Event: Steve St.Clair

Contact's Cell Phone: 801 999-8088

Contact's Email: steve@utahbroncoclub.com

Alternative on-Call: Richard Strope

Alternative on-Call Cell Phone: 714 396-1122

Alternative on-Call Email: RichardS@utahbroncoclub.com

EVENT DETAILS

Event Name: Bronco Safari

Specific Description of Event: 4x4 trail rides, show and shine, and vender show

Preparation Begins 5/6/2022 12:00 PM

Event Start Date & Time	5/6/2022 4:30 PM
Event End Date & Time	5/6/2022 7:30 PM
Clean-up Completed	5/6/2022 8:30 PM
Please indicate which locations your event will be renting on OSTA grounds (Main Arena, Pavilion, Ballfields, Outdoor Arena, Parking lots, etc.)	Pavilion and the parking lot directly in front of it.
Security /Cleaning Deposits <i>Required at least 8 weeks prior to event. Deposit will be determined pending type of event, size, entertainment, and if alcohol will be served.</i>	
Concession	<u>No concessions will be used or sold</u>
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:	Jeep Safari Routes
Weather/Cancellation Policy:	In case of severe weather or local Covid restrictions we would cancel as appropriate.
Ticket Sales:	We don't charge a gate.
<p>“Daily Total Attendance” shall mean and include all registrants, participants, spectators (including family of the registrants/participants), staff, hired entities or contractors, and volunteers.</p>	
Number of Event Staff & Volunteers	10
Maximum Number of Participants	250
Number of Spectators	0
Number of Event Staff & Volunteers	10
Maximum Number of Participants	250
Number of Spectators	0

Number of Event Staff & Volunteers	10
Maximum Number of Participants	250
Number of Spectators	0
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Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff/Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Daily total attendance Staff/Volunteers	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? Yes

5. Onsite Food Service Vendors Requiring Sales Tax Collection? No

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) Yes

12. Is Grand County listed as an Additional Insured on Certificate of Insurance? Yes Letter of Intent

13. Is power required? Yes

14. Is water required? No

15. Furniture Rental (Tables, Chairs, Sound System, Timing Equipment, etc) Yes 10 Tables Sound System 130 Chairs

16. Will you require compacting of arena dirt (floor)	No
17. Hiring of OSTA Staff for cleaning during/after event	Yes <i>Need to confirm ?</i>
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 *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

Road Department (435) 259-5308 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. *Field not completed.*

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

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 Steve

Last Name St.Clair

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

Fire Department (435) 259-5557 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 (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 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 Vendors: 5+ (attach additional information below)

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 *Field not completed.*
vendors please attach
additional information.

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 *Field not completed.*
requirements for using OSTA
concession

Attach Insurance *Field not completed.*

Number of Food Vendors*: 0

Temporary Food Service [https://www.grandcountyutah.net/DocumentCenter/View/7446/](https://www.grandcountyutah.net/DocumentCenter/View/7446/Temporary-Food-Service-Permit-Application)
Permit Application [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 100 4x4 vehicles
Vehicles to be used (if any):

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

Number of Bicyclists *Field not completed.*

Description of staging/pre- *Staging areas are at or near each trail head with groups limited
event gathering and finish to no more than 25 vehicles per trail.*
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: Clean up as needed and garbage emptied as needed

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: Recyclables will be placed in recycle bins.

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: BLM: (435) 259-2100; www.blm.gov, Trust Lands: (435) 259-7417; <https://trustlands.utah.gov>

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, Business License or Temporary Business License , Utah State SE Sales Tax License, A description of the number and types of vendors planned for the event, Security List with contact phone numbers, Cleaning Schedule with contact phone numbers, Schedule of daily events, 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

Site Plan and/or Detailed Course Map Site Plan and/or Detailed Course Map (See Below for Details)

OSTA Site Map </DocumentCenter/View/11370/OSTA-Site-Plan>

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

Other Related Documents *Field not completed.*

2021 Fee Schedule </DocumentCenter/View/12007/OSTA-Fee-Schedule>

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) 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 Don

Middle Initial Steven

Last Name St.Clair

Date 4/12/2022

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



Utah State Tax Commission - Taxpayer Services Division - (801) 297-6303
 P.O. Box 31431 - Salt Lake City, UT 84134-9988
Temporary Sales Tax License and Special Event Sales Tax Return

TC-790C
 Rev. 04/20
 rtL113

You are not required to complete or return this form or to collect sales and use tax if you are not regularly engaged in the business of selling the items you are offering at this event or all of the items that you are selling at this event are exempt from sales and use tax under Section 59-12-104.

Event Account Number 15253667-002-SSE	Temporary License Number 1347-22-0001	Issued By Tax Commission	Date Issued April 11, 2022
Event Dates 5/6/2022 to 5/6/2022		Local Tax Code 10000	
Event Name BRONCO SAFARI - GRAND COUNTY MOAB 5/22		State and Local Tax Rates 6.85 / 3.00 / 7.85	
Event Location 3641 S HWY 191 MOAB UT 84532		Return and Payment Due By May 20, 2022	

Enter sales and calculate tax due on lines 1 through 4. Enter total tax due on line 5. Enter amounts on coupon below.

	A. Sales		B. Tax Rate		C. Tax DUE
1. Merchandise	_____	X	6.850 % = 1.	_____	_____
2. Food	_____	X	3.000 % = 2.	_____	_____
3. Prepared Food	_____	X	7.850 % = 3.	_____	_____
4. Admission	_____	X	6.850 % = 4.	_____	_____
5. TOTAL TAX DUE (Add lines 1, 2, 3 & 4)				= 5.	_____

Copy the amounts in Column C to the return/payment coupon below.
 If the total tax due is less than \$1.00, write "NONE" on line 5 of the return/payment coupon, sign and send it to the address at the top of this form.
The return/payment coupon must be filled out and returned, even if no tax is due.
 Make check payable to the "Utah State Tax Commission." There is a fee to use your credit card. DO NOT SEND CASH BY MAIL.

Sign the coupon below. Your signature certifies the information reported on the coupon is true, correct and complete, to the best of your knowledge.
 Cut the coupon on the dotted line. Keep the top portion for your records. Send the coupon and any payment to the address at the top of this form.

Utah Special Event Sales Tax Return & Payment Coupon

Media Number 14592448329	Account ID 15253667-002-SSE	License NO. 1347-22-0001	Event Dates 5/6/2022 to 5/6/2022	Filing Period 08-May-2022	Payment Due By May 20, 2022
Name DON ST. CLAIR		Taxpayer ID - SSN or EIN (circle one) 10699173-003-SSE		1. Merchandise Tax Due _____	
Doing Business As (DBA)				2. Food Tax Due _____	
Address 14872 S 2200 W				3. Prepd Food Tax Due _____	
City BLUFFDALE	State UT	Zip Code 840655055			4. Admission Tax Due _____
Home Telephone Number		Business Telephone Number 801-999-8088		5. TOTAL TAX DUE _____	

**S
S
E**

Sign Here: _____ Date: _____ Email: _____

980004201459244832950000000000



Utah State Tax Commission - Taxpayer Services Division - (801) 297-6303
P.O. Box 31431 - Salt Lake City, UT 84134-9988
Temporary Sales Tax License and Special Event Sales Tax Return

TC-790C
Rev. 04/20
rtL113

You are not required to complete or return this form or to collect sales and use tax if you are not regularly engaged in the business of selling the items you are offering at this event or all of the items that you are selling at this event are exempt from sales and use tax under Section 59-12-104.

The following instructions apply to all vendors who are not exempt from filing by the statement above.

DON ST. CLAIR

14872 S 2200 W
BLUFFDALE UT 840655055

Who Must File

- Every person or business who participates at an event must file a return and pay any taxes collected.
- **You must file a return even if no sales are made or no taxes collected, even if you have a "display only" booth.**

When to File

- You must file the *Utah Special Event Sales Tax Return & Payment Coupon* within 10 days after the event ends.

Background

Based on Utah law, you must have a Sales Tax License for every business location including temporary locations. **Your booth or space at a Special Event is considered a temporary location.** You must get a *Temporary Sales Tax License* and file a *Special Event Sales Tax Return* when you participate in a Special Event. The form on the other side of this page is both a *Temporary Sales Tax License and Special Event Sales Tax Return* and is only valid for the event/location listed or shown on the *Temporary Sales Tax License*. This ensures the sales tax collected is allocated back to the proper city or town where the event was held.

Complete the Tax Return

- Complete Lines 1 through 4 in Columns A & C then enter the total tax due on Line 5 Column C.
- Copy the amounts from Column C, Lines 1 through 5 to the coupon at the bottom.
- Always keep the top portion of the form for your records.
 - If you made sales and have tax due, save time and the cost of postage! File & pay online using our secure Taxpayer Access Point (TAP) at tap.utah.gov.
 - Under "Payments" click *Make an e-Check Payment* or *Make a Credit Card Payment* (e-Check is free, however, there is a fee to use your credit or debit card).
 - Answer YES you are using a coupon. Use the information from the coupon on the other side to complete the online form.
 - Follow any instructions to complete the required fields and submit your payment.
 - You may not file online if you made NO sales and have NO tax due. You **must** send us the paper coupon.
 - **Using the Paper Coupon**
 - If you have tax due, make your check or money-order to the Utah State Tax Commission.
 - Use the enclosed envelope to mail the coupon and any payment to: P O BOX 31431, Salt Lake City Utah 84134-9988.

Your Regular Sales and Use Tax Account

Taxes you report and pay on this *Special Event Return* must be added to your **Gross Sales** line and subtracted on the **Adjustment** line of your regular TC-62 series return. Use parentheses (**0.00**) to show subtraction. Under certain rare circumstances, with permission from the Tax Commission's Special Event Representative, you may be able to file and pay Special Event taxes on your regular Sales and Use Tax Return. However this Special Event Return must still be filed using special instructions.

Keep Records

You should keep all records for at least THREE years and be able to produce those records for Tax Commission review. Keep records including: Sales made; Exemption Certificates for sales where you do not collect sales tax; Goods purchased tax free and used by you and other important information related to your business.

Nonprofit Organizations

You are required to collect tax unless you have a Utah State Religious or Charitable Institution Exemption Number. If you are a Religious or Charitable Institution and have the Utah exemption number write the number in the Taxpayer ID box on the coupon. Please note the sale of food by an exempt Religious or Charitable Institution (501C 3) is taxable if the food is sold to the general public..

If You Do Not File the Special Event Return or Pay The Tax Due

We may estimate an amount due if you do not file the return. We may charge penalty interest and other fees and we may record a lien against your property which may affect your credit report. In addition, we may require you to make a tax deposit before you may attend future events.

COMPLIANCE PLEDGE

This COMPLIANCE PLEDGE is made this 12 day of April 2022 by Steve St.Clair personally (“Applicant”), and on behalf of Bronco Safari (the “Business/Organization”), and in consideration of requesting and obtaining a special event permit in Grand County for Bronco Safari (the “Special Event”). The Applicant and Business/Organization shall be referred to collectively herein as Applicant.

1. Applicant hereby acknowledges and understands that:

a. COVID-19 is a contagion that spreads from person to person. The Southeast Utah Health Department (“SEUHD”) recognizes the need for the public to continue to work cooperatively and proactively to slow the spread of COVID-19 and to address the myriad challenges that may arise due to COVID-19. Since March of 2020 and continuing to today, SEUHD has repeatedly found that this need is especially present in Grand County.

b. Similarly, SEUHD has found that COVID-19 poses a continuing and immediate threat to the public health of Grand County residents and visitors. The Delta variant of the COVID-19 virus is the dominant strain actively circulating in Grand County and is more contagious than the original virus and other variants. Grand County is now exceeding the thresholds set in March 2021 by the Utah Legislature in House Bill 294, which terminated all public health orders related to COVID-19 upon the occurrence of three events, only two of which remain relevant.

c. Currently, Grand County is in a High Level of Transmission under criteria separately established by the State of Utah and the Centers for Disease Control and Prevention (CDC). As of late summer 2021, Grand County has an 8.5% positivity rate, and a case rate of 297 per 100,000 population. Statewide, Utah hospitals have an 82% total ICU utilization rate, with 28.9% ICU COVID19 utilization. As such, Moab Regional hospital has had occasions where it has been very difficult to find a bed for patients that need to be transported.

d. The Grand County Commission has adopted Ordinance No. 634 (2021) which modernized the County’s special events permitting process, created safer events through additional enforcement and limitations protocols, and codified certain COVID-19 regulations (the “COVID Regulations”);

e. Utah Statute §17-53-223 allows a county to make all regulations necessary to provide for the safety, and preserve the health, peace and comfort of the county, it’s inhabitants, and property, and Utah Statute §17-50-302 provides that a county may exercise a power, or perform a function, that is reasonably related to the safety, health, morals and welfare of the county inhabitants, except as limited or prohibited by statute;

f. Under Utah Statute § 53-2a-209, all orders, rules, and regulations promulgated by a county, and not in conflict with existing laws, shall have full force and effect of law during the state of emergency.

2. Applicant further hereby acknowledges and understands that:

a. COVID-19 is caused by a virus that spreads easily from person to person, and may result in serious illness or death, and has been characterized by the World Health Organization as a worldwide pandemic;

b. An infected individual can transmit COVID-19 even if the individual does not present symptoms or know that one is infected;

c. Grand County is located in rural and remote Southeast Utah and served by the Moab Regional Hospital which has no intensive care unit and has very limited capacity to care for severe COVID-19 patients;

d. Grand County desires to protect its residents, visitors, and economy by ensuring special events are capable and committed to compliance with health mandates and orders;

e. For these reasons, there is no medical exemption at Special Events in Grand County for individuals who cannot or are unwilling to wear a Face Covering; and

f. **Failure to enforce the COVID-19 Plan or the COVID Regulations, each as amended, may lead to the immediate closure of the Special Event, criminal or civil penalties as the law allows, and/or suspension of the Applicant's eligibility for permits in Grand County for a period of at least one (1) year.**

3. Applicant hereby promises and agrees to:

a. Adhere strictly and enforce its COVID-19 Plan, submitted and approved by Grand County, and the COVID Regulations, each as amended, at all times during the Special Event, including denial of entry to or participation in the Special Event for any participant, patron, vendor, volunteer, staff, or agent who does not wear a Face Covering or otherwise violates the COVID-19 Plan or the COVID Regulations;

b. Post conspicuous signage at all event staging areas that: (i) lists COVID-19 symptoms; (ii) asks individuals experiencing COVID-19 symptoms to stay home; and (iii) provides notice of face mask and physical distancing requirements; and

c. Provide access to the Special Event to Grand County, its staff and officials, for unannounced inspections during the Special Event to ensure compliance with the permit conditions, COVID-19 Plan and COVID Regulations.

APPLICANT, Individually

Name:

Date:

Name:

Date:

BUSINESS/ORGANIZATION

Bronco Safari

Name: Steve St.Clair

Date: 4/12/2022

Title: President

Name:

Date:

Title:

INDEMNIFICATION, HOLD HARMLESS AND RELEASE OF LIABILITY
AGREEMENT

Whereas Bronco Safari (hereinafter "User")
desire(s) to use Grand County (herein after "County") Property or Facilities located at

OSTA to engage in the following activities;

Bronco Safari - Trail Rides, Show & Shine, and Raffle,
and in consideration of County's willingness to allow User to use said facilities and/or
property, I

Don Steven St.Clair, 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

Don Steven St.Clair

Printed Name of User Agent

Date: 4/12/2022

STATEMENT OF AUTHORITY
Bronco Safari

Entity Name: Bronco Safari

Type of Entity: Sole Proprietor

Formation State: Utah

Mailing Address: 14872 S 2200 W, Bluffdale, UT 84065

Name and Position of Each Person Authorized to Bind the Entity and Execute Contracts for the Entity:

Such Authority is: X NOT LIMITED LIMITED as follows:

This Statement of Authority is Executed by the Entity pursuant to Utah Law.

This Statement of Authority amends and supersedes all prior Statements of Authority which shall be of no further force or effect.

Effective Date:

ENTITY NAME: Bronco Safari

By: Steve St.Clair
Its: Owner

By:
Its:

By:
Its:

By:
Its:

Bronco Safari 2022 Trails

Trail	Tues	Wed	Thur	AM Trails PM Show & Shine	Sat
Behind the Rocks					
Cliff Hanger					
Copper Ridge					
Coyote Canyon					
Fins and Things					
Flat Iron Mesa					
Gold Bar Rim					
Golden Spike (maybe with Where Eagles Dare)					
Hell's Revenge (Hell's Gate and Escalator)					
Kane Creek					
Metal Masher					
Moab Rim					
Pickle and Mashed Potato					
Poison Spider Mesa					
Prichett Canyon					
Rusty Nail (combined with Gold Bar Rim)					
Seven Mile					
Steel Bender					
Top of the World					

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
 MONTH, DAY, YEAR
 Agenda Item: H

TITLE:	Approving the purchase of Scoreboards from Varsity Scoreboards
FISCAL IMPACT:	\$9,955.00 (Reimbursed in full by the Recreation Board)
PRESENTER(S):	Angie Book The Old Spanish Trail 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 purchase of two scoreboards from Varsity Scoreboards in the amount of \$9,955.00

BACKGROUND:

The Recreation Board has elected to use a portion of their allocated funds to purchase the scoreboards for the baseball fields at The Old Spanish Trail Arena (OSTA). The Recreation Board will reimburse the County in full for the scoreboards

The scoreboards were in the original construction plan but were cut due to budget requirements. The Recreation Board decided that they would purchase the scoreboards at a later date. The Old Spanish Trail Arena will be purchasing the scoreboards directly and having them dropped shipped to the arena. Kevin Bowden Construction will be handling installation of the scoreboards.

Only two quotes are provided for this purchase due to all other available distributors other than Anthem sports uses Varsity Scoreboards as their supplier.

ATTACHMENT(S):

- Quote – Varsity Scoreboards
- Quote – Anthem Sports



QUOTATION

106 Max Hurt Drive
Murray KY 42071

Toll-Free: 1-800-323-7745

varsityscoreboards.com

QUOTATION

BILL TO:

Angie Book abook@grandcountyutah.net 4352591311

Grand County / The Old Spanish Trail Arena 125 East Center Street Moab, UT 84532

SHIP TO:

DETAILS

Quote Number: 44241265 **Prepared By:** Amberly Hodge **PO Number:** **Created On:** March 22, 2022

PART #	DESCRIPTION	QTY.	LIST PRICE (\$)	EXTENDED PRICE (\$)
3312-22	PANEL 3312-22 8' X 5'	2	\$4,195.00	\$8,390.00
SP8X21-OD-22		2	\$495.00	\$990.00
SHIPPING	SHIPPING	1	\$575.00	\$575.00

NOTES

Quote valid for 30 days. Installation and electrical work not included. Visa, Mastercard, American Express and personal checks accepted for your convenience.

Subtotal: \$9,955.00 **Quote Total:** \$9,955.00

If you have any questions concerning this quotation or if there is anything else I can do for you, please give me a call. Thank you for the opportunity to quote on your project.

Sincerely,

Amberly Hodge, Sales Associate

amberly.hodge@varsityscoreboards.com

TEL: 800.323.7745x167



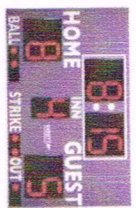
[← CONTINUE SHOPPING](#)

PROCEED TO CHECKOUT

- OR -

ruyrui

Product



3312LED

Baseball /

Softball

Scoreboard

w/ Timer,

8"W x 5"H

SKU:

A91-174

Color: Red

Price

Qty

Subtotal Actions

REMOVE
Typically
ships in 4-6
weeks



\$5,549.95 - 2 +

Product [EDIT](#)

\$11,099.90 [Edit](#) [REMOVE](#)

Price

Qty

Subtotal Actions

[← CONTINUE SHOPPING](#)

[UPDATE CART](#)

PROCEED TO CHECKOUT



Subtotal

\$11,099.90

Shipping & Handling

\$1,078.02

(Standard Shipping)
48 contiguous United States

GRAND TOTAL:

\$12,177.92



Exempt Organizations: Before ordering, [click here](#) for instructions.

NOTE: Ship dates and product availability may change due to supply chain delays with many manufacturers. We will notify you of any changes to your order.

4/13/2022

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

APRIL 19, 2022

Agenda Item: I

TITLE:	Approving Independent Contractor Agreement with Kevin Bowden Construction for Old Spanish Trail Arena ballfield scoreboards
FISCAL IMPACT:	\$34,615 (Reimbursed in full by the Recreation Board)
PRESENTER(S):	Angie Book The Old Spanish Trail 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 signature of the Independent Contractor Agreement with Kevin Bowden Construction for the installation of the OSTA ballfield scoreboards and infield backstop hoods in the amount of \$34,615.

BACKGROUND:

The Recreation Board has elected to use a portion of their allocated funds to purchase the scoreboards and infield backstop hoods for the baseball fields at Old Spanish Trail Arena (OSTA). The Recreation Board will reimburse the County in full for the contractor agreement.

The scoreboards were in the original construction plan but were cut due to budget requirements. The Recreation Board decided that they would purchase the scoreboards at a later date. The backstop hoods were brought to OSTA's attention for safety concerns for foul balls.

ATTACHMENT(S):

- Estimate
- Engineer Invoice
- DOPL Contractors License
- Certificate of Insurance
- State Waiver
- Quote Spreadsheet

Kevin Bowden Construction
490 N 500 W
Moab, UT 84532 US
kevbowden82@icloud.com



Estimate

ADDRESS

OSTA Grand County

ESTIMATE # 1006

DATE 02/23/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Sitework 2.1	Backstop Extensions of 10' provided by Curts Custom Welding	1	11,100.00	11,100.00
	Electrical Roughin 5.1	Electrical Work for Scoreboards Quote given by A&E Electric	1	4,600.00	4,600.00
	Job Supplies	Steel Posts For ScoreBoards	1	2,600.00	2,600.00
	Skilled Labor	Labor to Install Score Boards Including Lift Rental and Hardware For Mounting	1	2,300.00	2,300.00
	Foundation 2.2	Footings for ScoreBoards	1	2,800.00	2,800.00
	1.1 Plans and Permits	Engineering Provided By Richenson Engineering	1	350.00	350.00
	Sitework 2.1	Trenching For Conduit This is a Not to Exceed If T&M works out to be less then that is what will be Charged	1	6,000.00	6,000.00
	OverHead / Margin	Overhead Margin	0.15	29,750.00	4,462.50
TOTAL					\$34,212.50

Accepted By

Accepted Date

Kevin Bowden Construction
490 N 500 W
Moab, UT 84532 US
kevbowden82@icloud.com



INVOICE

BILL TO
OSTA Grand County

INVOICE # 190
DATE 03/10/2022
DUE DATE 03/10/2022
TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	1.1 Plans and Permits	Engineering for scoreboards	1	350.00	350.00
	OverHead / Margin		0.15	350.00	52.50

BALANCE DUE

\$402.50


<p>STATE OF UTAH DEPARTMENT OF COMMERCE ACTIVE LICENSE</p> <p>Kevin Bowden Construction LLC 490 N 500 W MOAB UT 84532</p> <p>EFFECTIVE 11/30/2015</p> <p>EXPIRATION 11/30/2023</p>	<p>REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)</p> <p>8383829-5501 Contractor With LRF</p> <p>B100, E100, S260</p> <p>DBAs: None Associated</p>
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IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license’s original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

KEVIN BOWDEN CONSTRUCTION LLC
490 N 500 W
MOAB UT 84532

Please visit our web site at www.dopl.utah.gov should you have any questions in the future.

<p>STATE OF UTAH DEPARTMENT OF COMMERCE DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING ACTIVE LICENSE</p>		
<p>EFFECTIVE DATE:</p>	<p>11/30/2015</p>	
<p>EXPIRATION DATE:</p>	<p>11/30/2023</p>	
<p>ISSUED TO:</p>	<p>Kevin Bowden Construction LLC 490 N 500 W MOAB UT 84532</p>	
<p>REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)</p>		
<p>8383829-5501</p>	<p>Contractor With LRF</p>	<p>DBAs: None Associated</p>
<p>B100, E100, S260</p>		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/05/2022

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

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

PRODUCER Central Utah Insurance Agency, LLC 880 S Main Moab, UT 84532 License #: 4844	CONTACT NAME: Baelei Walby PHONE (A/C, No. Ext): (435)259-5981 E-MAIL ADDRESS: baelei@insuremoab.com	FAX (A/C, No): (435)259-5457	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED KEVIN BOWDEN CONSTRUCTION LLC 490 N 500 W MOAB, UT 84532	INSURER A : Ohio Security Insurance Co		24082
	INSURER B : The Standard Fire Insurance Company		19070
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 00005055-209952

REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BKS55722567	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			6027935542031	07/05/2021	07/05/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 250,000 \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is listed as additional insured

CERTIFICATE HOLDER**CANCELLATION**

Grand County
125 East Center St
MOAB, UT 84532

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

AUTHORIZED REPRESENTATIVE

(BAE)

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State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Labor Commission
JACSON R. MAUGHAN
Commissioner

Industrial Accidents Division
RONALD L. DRESSLER
Division Director

ISSUED WAIVER

Kevin Bowden Construction
490 N 500 W
Moab, UT 84532

Waiver # 4943504
Effective Date: 03/27/2022
Expiration Date: 03/27/2023

Thank you for applying for a Workers' Compensation Coverage Waiver (WCCW). Based on the information submitted, we have **approved your waiver** request. For a verification of the status of the waiver for your records, or any perspective employer's reference, please go to the Labor Commission website at <https://webaccess.laborcommission.utah.gov/wccoveragewaivers/wccwverify.jsp> and enter your business name and waiver number exactly as it shows above, including punctuation. The status screen can then be printed. The following individuals are included on this waiver:

Kevin Bowden

By accepting the WCCW, your company affirms the following:

- It employs no other employees on the day on which the Commission issues the WCCW to the business entity;
- The individuals listed above personally waive their entitlement to the benefits provided by a workers' compensation insurance policy, in accordance with sections 34A-2-103 and 34A-2-104 of Utah code;
- The business entity listed above is engaged in an independently established trade, occupation, profession or business; and,
- As of the day on which a business entity employs an employee other than an owner, partner, or corporate officer or director, (a) the business entity's waiver is invalid; and (b) the business entity is required to provide workers' compensation coverage for that employee in accordance with Section 34A-2-201. (Please note that benefits provided by a workers' compensation policy can still be waived by an owner, partner, corporate officer or director through an endorsement to a workers' compensation insurance policy. For details, see an insurance agent or broker to find an insurance carrier that is authorized to issue a workers' compensation insurance policy in Utah.)

The WCCW expires on **03/27/2023**, which is one year from the day on which it was issued. It is your responsibility to renew the waiver. The Labor Commission will not automatically renew the waiver. If the desire to receive a renewal reminder was indicated during the application process, a reminder notice will be sent to the email address on the waiver application. It is the waiver holder's responsibility to update the email address.

To renew the WCCW, the business entity shall go to the Labor Commission website at <https://webaccess.laborcommission.utah.gov/wccoveragewaivers/> and apply for a waiver renewal. Also, please submit the updated, required documentation and pay the required, non-refundable application processing fee. Please note that a new waiver number will be assigned when the waiver renewal is approved.

At any time, the Commission may investigate a business entity to determine whether it validly remains eligible for a WCCW. If the Commission determines that a business entity no longer qualifies for a waiver, the Commission may initiate the process to revoke the waiver through informal adjudicative proceedings. In addition, the Commission may take action against the business entity for failure to obtain workers' compensation coverage for an employee.

Please visit the Utah Labor Commission website at www.laborcommission.utah.gov for more information regarding waivers. For any additional questions contact us by phone at 801-530-6268 or intrastate toll free (800) 530-5090, or email WCCW@utah.gov.

Contractor	Comment/Reason
Josh Bisco Construction	Not enough time to do the job
Ben Byrd Construction	Not enough time to do the job

*** OSTA Administration
Assistant made phone calls for
months to other contractors
where phone messages were
left but phone calls were not
returned.

Date
January & re-confirmed 3/30/22
January & re-confirmed 3/30/22

INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** is hereby entered into this 19th day of April 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 Kevin Bowden Construction, a Utah limited liability company located at 490 N 500 W Moab, UT. 84532 (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”):
 - Backstop extensions of 10’ provided by Curts Custom Welding
 - Electrical work for Scoreboards quote given by A & E Electric
 - Steel Posts for Scoreboards
 - Labor to install Scoreboards including lift rental and hardware for mounting
 - Footings for Scoreboards
 - Engineering provided by Richenson Engineering
 - Trenching for conduit this a not to exceed if T & M works out to be less then that is what will be charged
 - Overhead Margin

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”):

The project may commence on May 1, 2022 or on a later date thereafter, dependent on scheduling and outside variables including but not limited to weather and availability of materials. The project shall be completed by October 31, 2022.

Contractor shall use commercially reasonable efforts to meet the Project Schedule, and the County agrees to cooperate in good faith to allow Contractor to meet the Project Schedule in a timely and professional manner. The Parties acknowledge that they may amend and

modify the Project Schedule only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

3. **PROPERTY.** Contractor shall perform the Services for the benefit of real property owned by the County located at 3641 South Highway 191 Moab Utah 84532 (the “Property”). The County warrants and represents that it owns the Property.
4. **TERM OF AGREEMENT.** Subject to Section 2, this Agreement shall begin on May 1, 2022 and shall expire on or before October 31, 2022.
5. **PAYMENT.**
 - a. Compensation. County shall pay Contractor, and Contractor shall accept from County, in full payment for the Services under this Agreement, the following compensation: \$34,615 (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.
 - b. Lien Waivers. As a condition precedent to each payment under this Agreement, including the final payments, not later than the date of payment request, the Contractor shall furnish affidavits and lien waivers and releases in the form attached hereto, confirming that no liens or rights in rem of any kind lie upon or have attached against the Property, the Services or materials, articles or equipment therefore and shall furnish such other documents as may be required by the County as may be necessary in its judgment to protect its interests, including, without limitation, monthly waivers of mechanics’, laborers’ and materialmen’s liens by all subcontractors and all suppliers who have supplied material and/or labor for the Services. The Contractor agrees that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold harmless from and against such liens, rights and any and all expenses incurred by the Contractor or the County in discharging them.
6. **NOTICE OF COMPLETION.** Contractor shall submit to the County a written and dated Notice of Completion once the Services are complete. The County may object to the Notice of Completion in writing within fifteen (15) days of the Notice of Completion Date by describing the incomplete work. Contractor shall have thirty (30) days from the Objection Date to respond or complete the Services required hereunder, at which time the Contractor shall submit to Client a written and dated Final Notice of Completion. If the County does not timely object hereunder, then the Services shall be deemed acceptable to the County.
7. **PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS.** Contractor shall obtain and be responsible for all occupational and professional licenses and permits required to perform the Services prior to the commencement of the same. Further, Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.

8. CONTRACTOR, DEFINED.

- a. Independent Contractor. Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement.
- b. No Third-Party Beneficiary. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.
- c. Miscellaneous. As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor's employees engaged hereunder shall be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.
- d. This Section shall survive expiration or termination of this Agreement.

9. 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.

10. REPRESENTATIONS AND WARRANTIES.

- a. Best Efforts. Contractor warrants that the materials and equipment furnished under this Agreement shall be of good quality and new, unless otherwise required or permitted hereunder, that the Services shall be free from defects not inherent in the quality required or permitted, and that the Services shall conform with the requirements hereunder. The Services not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by the County, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- b. Service Warranty. Contractor further warrants that the Services shall be free of defects and deficiencies for a period of one (1) year after the Final Notice of

Completion Date (the “Warranty Period”). The County may enforce the Warranty by providing a written Notice of Deficiency within the Warranty Period. Contractor shall have thirty (30) days from the Notice of Deficiency Date to inspect, object/respond, or repair/replace the Services.

- c. Legal Compliance. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.
- d. This Section shall survive expiration or termination of this Agreement.

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

- ii. *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 B*** 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

12. 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.

13. 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.

14. 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.

15. 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.
16. 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.
17. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.
18. NO ASSIGNMENT. This Agreement is not assignable without the written consent of the Parties.
19. DISPUTES. Should any disputes arise with respect to this Agreement, the Contractor and the County 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.

20. CHOICE OF LAW. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial District, State of Utah, Grand County. This Section shall survive expiration or termination of this Agreement
21. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
22. SEVERABILITY. The invalidity of any portion of this Agreement for any reason 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.
23. UNDERSTANDING AND EFFECT OF AGREEMENT.
- a. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into 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.
24. PARAGRAPH HEADINGS. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
25. ATTORNEYS' FEES AND COSTS. In the event of dispute hereunder, the prevailing party, as determined by a court of competent jurisdiction, shall recover its attorneys' fees and costs incurred to enforce this Agreement.

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

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: Kevin Bowden
Title: Owner/Operator
Address: 490 N 500 W
Phone: (435) 260-9672
Fax:
Email: kevbowden82@icloud.com

County's Assigned Project Manager

Name: Angela Book
Title: OSTA Director
Address: 3641 South Highway 191
Phone: (435) 259-1311
Fax:
Email: abook@grandcountyutah.net

Exhibit A
Scope of Work

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

Attached to this document Kevin Bowden Construction Quote

EXHIBIT B
Certificates of Insurance

Please see attached

CONDITIONAL WAIVER AND RELEASE OF LIENS AND CLAIMS

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

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

The Old Spanish Trail Arena 3641 South Highway 191 Moab Utah 84532 (collectively, the “**Property**”).

3. Contractor, for all Construction Work, including but not limited to Improvements, each as defined by the Utah Preconstruction and Construction Lien Act at Utah Statute § 38-1A-101, *et seq.*, supplied through the date of , shall, upon receipt of \$ 34,212.50 (“**Payment**”):

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

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

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

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

NOTICE: This document waives rights conditionally. This document is enforceable against you if you sign it and once you have been paid.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF UTAH THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

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

Signature: _____

Company Name: _____

Printed Name: _____

Title: _____

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

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

Witness my hand and official seal.

(SEAL)

Notary Public



QUOTATION

106 Max Hurt Drive
Murray KY 42071

Toll-Free: 1-800-323-7745

varsityscoreboards.com

QUOTATION

BILL TO:

Angie Book abook@grandcountyutah.net 4352591311

Grand County / The Old Spanish Trail Arena 125 East Center Street Moab, UT 84532

SHIP TO:

DETAILS

Quote Number: 44241265 **Prepared By:** Amberly Hodge **PO Number:** **Created On:** March 22, 2022

PART #	DESCRIPTION	QTY.	LIST PRICE (\$)	EXTENDED PRICE (\$)
3312-22	PANEL 3312-22 8' X 5'	2	\$4,195.00	\$8,390.00
SP8X21-OD-22		2	\$495.00	\$990.00
SHIPPING	SHIPPING	1	\$575.00	\$575.00

NOTES

Quote valid for 30 days. Installation and electrical work not included. Visa, Mastercard, American Express and personal checks accepted for your convenience.

Subtotal: \$9,955.00 **Quote Total:** \$9,955.00

If you have any questions concerning this quotation or if there is anything else I can do for you, please give me a call. Thank you for the opportunity to quote on your project.

Sincerely,

Amberly Hodge, Sales Associate

amberly.hodge@varsityscoreboards.com

TEL: 800.323.7745x167



AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

APRIL 19, 2022

Agenda Item: J

TITLE:	Approving amendment to Professional Services Agreement with SCJ Alliance to include a subarea plan for the Book Cliffs
FISCAL IMPACT:	\$4500
PRESENTER(S):	John J.Guenther, Planning and Zoning Director

Prepared By:
JOHN J.GUENTHER
PLANNING AND
ZONING DIRECTOR

FOR OFFICE USE ONLY:
Attorney Review:

SUGGESTED MOTION:

I move to direct staff to develop a small area plan for the Book Cliff's highway, incorporating it into the General Plan 2030, as part of the Land Use update.

BACKGROUND:

The General Plan (GP) 2030 County Commission Public Hearing is planned for May 3, 2022. The Planning Commission voted to advance the GP to the County Commission after their consideration at the Public Hearing on April 11, 2022.

Staff has developed the framework for the Book Cliff's Highway Small Area Plan. The Plan was approved with conditions at a Planning Commission Public Hearing on March 28, 2022.

NEXT STEPS:

As the General Plan Land Use update will likely occur in June or July, staff thought it best to include the Book Cliff's plan in that update, and thus comprehensively coordinating the small area plan with the larger updated document.

Our land use consultant has suggested an add-on cost of \$4500 to integrate the goals, policies and schedules into the General Plan – see attachment #1.

Attachments:

1. Professional services add-on quote.



Attachment #1

**AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN**

Firm: Shea, Carr & Jewell, Inc (dba SCJ Alliance) ("SCJ")
Address: 8730 Tallon Lane NE, Suite 200, Lacey, WA 98516
Telephone: 360-352-1465
Fax: 360-352-1509

and

Client: Grand County ("Client")
Address: 125 E Center Street, Moad, UT 84532
Telephone: 435-459-3906
Fax: N/A
Email: jguenther@grandcountyutah.net

The terms and provisions of the Agreement for Professional Services apply herein unless otherwise specifically revised.

Date: April 8, 2022
Project Name: Land Use Element Update
Project No.: 21-000621

Amendment Description:

Add Phase 4 – Subarea Plan to assist the County by compiling and publishing a subarea plan for the Book Cliffs area of northern Grand County based on material and maps compiled by the client. Add \$4,500 of budget for this work.

Reason for Amendment:

To assist the County by compiling and publishing a subarea plan for the Book Cliffs area of northern Grand County based on material and maps compiled by the client.

Contract Price		Time of Completion	
Original Contract:	\$ <u>60,000</u>	Original Contract:	<u>June 30, 2022</u>
Prior Amendments:	\$ <u>N/A</u>	Prior Amendment:	<u>N/A</u>
This Amendment:	\$ <u>4,500</u>	This Amendment:	<u>June 30, 2022</u>
Total Contract:	\$ <u>64,500</u>		

Approved By:

Grand County

SCJ Alliance

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

APRIL 19, 2022

Agenda Item: K

TITLE:	Possible Action on the Proposed Disposition of Real Property Parcels 26S22E358401, 26S22E358402, 27S22E014200, and 0003900000D0 - Owned by Grand County and Located within San Juan County, Utah
FISCAL IMPACT:	Possible Revenue TBD
PRESENTER(S):	Chris Baird – Strategic Development Director

Prepared By:

Chris Baird

SUGGESTED MOTION:

I move to approve the disposition of parcels 26S22E358401, 26S22E358402, 27S22E014200, and 0003900000D0 - Owned by Grand County and Located within San Juan County, Utah.

BACKGROUND:

A public hearing was held April 5th, and was left open for written comment until April 13th. No public comment was received during this time.

Grand County owns 4 undeveloped parcels located in San Juan Co. - Northern Spanish Valley as below:

26S22E358401, and 26S22E358402 – 4.31 acres combined – 11850 US Highway 191

27S22E014200 – 40 acres – Spanish Valley Dr. just south of Old Airport Rd.

0003900000D0 – 21.73 acres – Spanish Valley Dr. and Allen St

The proceeds of the sale of these parcels can be used for Capital needs such as new office space, renovations, capital equipment, affordable housing, the purchase of other real estate, and all other Capital needs.

The approval of this proposed disposition does not obligate the County to accept any bids or to sell the properties.

ATTACHMENT(S):

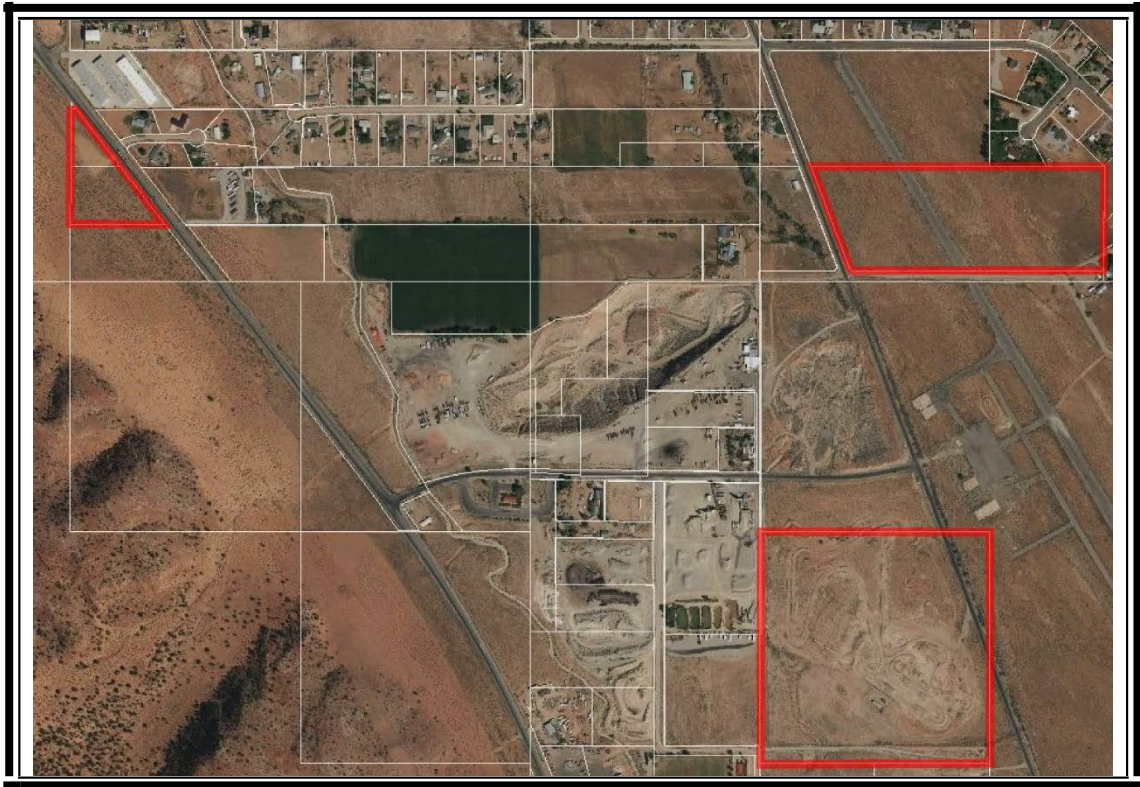
- Parcel Information Sheets
- Bid Form

FOR OFFICE USE ONLY:

Attorney Review:

Complete

PARCEL INFORMATION FOR THREE TRACTS (4 PARCELS TOTAL)
OF LAND CONTAINING 4.31 ACRES, 40 ACRES, AND 21.73
ACRES RESPECTIVELY LOCATED IN SPANISH VALLEY AREA – SAN
JUAN COUNTY, UTAH



Description of Subject Property:

The subject property consists of three separate tracts of land comprised of four parcels. Each of the three tracts are described separately below. Review of a title report is recommended.

General Site Data-Tract #1

<i>Location</i>	+/-11850 US Highway 191
<i>Land Area</i>	4.31 acres or 187,744 square feet
<i>County Parcel No.</i>	26S22E358401 and 26S22E358402
<i>Street Orientation</i>	The parcel is located on the west side of Highway 191
<i>Access</i>	Highway 191

Shape Triangular
Frontage +/-836 feet of frontage on Highway 191
Topography Mostly level

Improvements The subject property is currently unimproved.

Zoning The subject property is zoned Highway Flex by San Juan County. The purpose of the zone is as follows “An ordinance clarifying the specific uses and relationships of uses within the Highway Flex Planned Community (HF) District (HF Zone). Unless specifically mentioned in this chapter, the requirements for a Large Planned Community development detailed for the PC Zone shall otherwise apply. See proposed Spanish Valley Zoning Map for applicable locations. Permitted Uses The wide range of commercial uses detailed in the Highway Commercial Zone shall apply. These uses shall primarily be developed as part of large-scale, coordinated and flexible commercial-centric developments. A wide-range of residential uses, including employee housing, short-term visitor housing, and similar uses may be included as part of large-scale, coordinated and flexible commercial-centric developments. Conditional Uses None. Uses Subject to the Spanish Valley Overnight Accommodations Overlay • Hotels and Motels • Commercial Condominiums for short- term rentals • Bed and Breakfasts (B&Bs), lodges and resorts • Commercial campgrounds • All other variations of overnight accommodations intended for nightlyrentals.”

General Site Data-Tract #2

Location Just south of the SWC of Spanish Valley Drive & Old Airport Road
Land Area 40.0 acres or 1,742,400 square feet
County Parcel No. 27S22E014200
Street Orientation Interior
Access Spanish Valley Drive
Shape Rectangular
Frontage +/-1,320 feet of frontage on Spanish Valley Drive
Topography Mostly level

Improvements The subject property is currently unimproved.

Zoning

The subject property is zoned Planned Community by San Juan County. The purpose of the zone is as follows “The purpose of the Spanish Valley Planned Community (PC) District is to provide a regulatory tool that allows large properties in the San Juan County portion of the Spanish Valley to be developed in accordance with a specific plan designed to achieve the following:

1. To promote and protect the public health, safety, and welfare.
2. To implement the objectives and policies of the San Juan County General Plan.
3. To facilitate development within the San Juan County portion of the Spanish Valley in accordance with the Spanish Valley Area Plan that was adopted as part of the general plan. This plan promotes high quality, innovative and creative development that includes a mixture of uses, building types, varying densities and lot sizes and sufficient diversity of housing types to meet the full life-cycle housing needs of local residents, a variety of mixed use, commercial and flex uses, adequate amenities, and the preservation of open space.
4. To safeguard and enhance environmental amenities and the quality of development.
5. To attain the physical, social, and economic advantages resulting from comprehensive and orderly planned use of land resources.
6. To lessen vehicular traffic congestion and assure convenience of access.
7. To secure safety from fire, flood, and other natural dangers.
8. To provide for adequate light, air, sunlight, and open space.
9. To promote and encourage conservation of scarce resources.
10. To preserve the unique landforms, views and environmental qualities of the Spanish Valley.
11. To prevent overcrowding of land and undue concentration of population.
12. To facilitate the creation of a convenient, attractive, and harmonious community with a desirable living and working environment with unique identity and character.
13. To attain a desirable balance of residential and other land uses.
14. To promote a pedestrian friendly environment that encourages transit and bicycle use.
15. To expedite the provision of adequate and essential public services.
16. To promote economical and efficient use of the land and water.
17. To provide a process for the initiation, review, and regulation of large-scale, comprehensively planned development that affords flexibility within the context of an overall development program and specific,

phased development plans coordinated with the provision of necessary public services and facilities.”

General Site Data-Tract #3

<i>Location</i>	NEC of Spanish Valley Drive & Allen Street
<i>Land Area</i>	21.73 acres or 946,559 square feet
<i>County Parcel No.</i>	0003900000D0
<i>Street Orientation</i>	Corner
<i>Access</i>	Spanish Valley Drive & Allen Street
<i>Shape</i>	Rectangular
<i>Frontage</i>	+/-626 feet of frontage on Spanish Valley Road and +/-1,441 feet on Allen Street
<i>Topography</i>	Mostly level

Improvements

The subject property is currently unimproved.

Zoning

The subject property is zoned Spanish Valley Residential by San Juan County. The purpose of the zone is as follows “The Spanish Valley Residential (SVR) District is designed primarily to accommodate residential uses in large lot (one-acre or greater) and smaller lot (1/4 acres up to 1 acre) developments. In addition to the Uses and Lot Design Standards of this section, development in this district shall be in compliance with all other applicable provisions of the San Juan County Land Use Ordinance, and shall promote and protect public health, safety, and welfare. Uses are allowed in the SVR District in accordance with Table 1-1: Permitted Uses identified with a "P" in the table shall be permitted in the SVR District, subject to compliance with all applicable conditions and all other provisions of this Code. Conditional Uses identified with a "C" in the table shall be permitted in the SVR District only upon approval of a Conditional Use Permit by the County in accordance with the Conditional Use procedures and standards of the Zoning Ordinance. Lot Design Standards All development in the SVR District shall be subject to the following lot design standards, which generally allow for variety in housing and building types while maintaining the overall character of residential neighborhoods. This approach promotes better site layout and energy efficient DRAFT 2 OCTOBER 13, 2019 development, affordable life-cycle housing, and development intensities that match existing and proposed infrastructure investments.”

Taxes & Assessment Data

For taxation purposes, the appraised property is under the jurisdiction of San Juan County. The subject properties are currently owned by Grand County and is exempt from taxes. The subject parcels have not been assessed. If the property were to be owned by a private entity, then the property would be assessed and taxed at the current rates.

History of the Subject Property:

Fee title ownership of the subject property is presently vested in the name of Grand County. The properties have been under the same ownership for many years.

For more information contact:

Chris Baird
Strategic Development Director
Grand County, Utah
cbaird@grandcountyutah.net
435-260-1431

BID FORM
Grand County – Real Property

ARTICLE 1 – REAL PROPERTY

1.01 The Real Property subject to this Bid is known as Parcel No. ____; Address: _____ (the “Real Property”).

ARTICLE 2 – BID RECIPIENT

2.01 This Bid is submitted to: **Grand County Clerk’s Office, 125 East Center, Moab, Utah 84532.**

2.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a standard Utah Real Estate Purchase Contract (“REPC”) with the County pursuant to the terms and conditions indicated in this Bid.

2.03 The parties hereby agree that the Utah standard REPC form, and its default provisions, constitute a Bidding Document, the terms and conditions of which are integrated herein by this reference.

ARTICLE 3 – BIDDER’S ACKNOWLEDGEMENTS

3.01 This Bid will remain subject to acceptance by the County for 60 days after the Bid opening.

3.02 Bidder understands and acknowledges that the County has no obligation to sell any real property to Bidder upon submission of a complete bid unless the parties execute an REPC.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “Fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “Collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BID

5.01 Bidder agrees to purchase the Real Property for the following price:\$_____, paid in cash at Closing.

ARTICLE 6 – CLOSING

6.01 Bidder agrees that Closing shall occur no later than sixty (60) days after mutual execution of the REPC.

ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the Contract.

BIDDER: <i>[Indicate correct name of bidding entity]</i>	
By: <i>[Signature]</i>	
<i>[Printed name]</i>	
<i>(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)</i>	
Attest: <i>[Signature]</i>	
<i>[Printed name]</i>	
Title:	
Submittal Date:	
Address for giving notices:	
Telephone Number:	
Fax Number:	
Contact Name and e-mail address:	

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
APRIL 19, 2022

Agenda Item: L

TITLE:	Approving volunteer appointment to the Thompson Special Service District Water Board
FISCAL IMPACT:	None
PRESENTER(S):	Jacques Hadler, Commission Liaison for the Board

Prepared By:

RECOMMENDATION:

I move to approve the appointments of Ron Pene to serve on the Thompson Special Service District Water Board, with the term expiring 12/31/2022.

BACKGROUND:

The TSSD Water Board met in an open meeting on April 7, 2022, reviewed two applications submitted for one open vacancies, and interviewed the applicants. The Board voted unanimously to recommend the appointment of Ron Pene, with term expiring 12/31/2022.

FOR OFFICE USE ONLY:

Attorney Review:

N/A

ATTACHMENT(S):

1. Board recommendation letter

April 12, 2022

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

Re: TSSD Board Member Recommendation Letter

Dear Grand County Commission Members:

The TSSD Water Board received 1 application for 1 open vacancy. The TSSD Board met on in a closed meeting on April 7th, 2022 and interviewed Ron Pene..

On 4/12/22 in our monthly open posted meeting the TSSD Board voted 3-0 to recommend to the County Council Ron Pene to fill the vacant TSSD board position. Ron has been a community member of Thompson Springs for over 70 years, helped install the previous and current water systems, and is capable of operating and maintaining our heavy equipment. Ron has stated, and we believe, that he is here for the community of Thompson and has no conflicts of interests at this time. Ron is filling the vacant position left by Russell Bauer with a term with end date of 12/31/2022.

Thank you,

A handwritten signature in black ink, appearing to read "John R. Corkery IV". The signature is written in a cursive style with a distinct "IV" at the end.

John R. Corkery IV, RN
TSSD Water Board Chairman

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
APRIL 19, 2022

Agenda Item: M

TITLE:	Approving volunteer appointment to the Travel Council Advisory Board
FISCAL IMPACT:	None
PRESENTER(S):	Mary McGann, Commission Liaison for the Board

Prepared By:

RECOMMENDATION:

I move to approve the appointments of Alex Borichevsky to serve on the Travel Council Advisory Board, with the term expiring 12/31/2023.

BACKGROUND:

The Travel Council Advisory Board met in an open meeting on April 12, 2022, reviewed two applications submitted for one open vacancies, and interviewed the applicants. The Board voted unanimously to recommend the appointment of Alex Borichevsky, with term expiring 12/31/2023.

FOR OFFICE USE ONLY:

Attorney Review:

N/A

ATTACHMENT(S):

1. Board recommendation letter



GRAND COUNTY
Economic Development

Tourism • Business • Film

April 13, 2022

Grand County Commission

125 E. Center Street

Moab, UT 84532

Re: Moab Area Travel Council Advisory Board Recommendation Letter

Dear Grand County Commission Members:

The Moab Area Travel Council Advisory Board (TCAB) received applications from Howard Trenholme and Alex Borichevsky for a position on the board expiring at the end of 2023 that was vacated mid term in September of 2021.

On April 12, 2022 TCAB met in an open meeting, interviewed both candidates, and voted unanimously to recommend that the County Commission appoint Alex Borichevsky to TCAB with a term ending December 31, 2023.

Thank you,

Jenny Gleason

Chair, Moab Area Travel Council Advisory Board

CONSENT AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

April 19, 2022

Consent Agenda Items: P-R

TITLE:	P. Ratifying the Chair's signature on a Common Interest, Joint Defense, Attorney Work Product, and Exchange of Confidential Information Agreement Q. Approving a Memorandum of Understanding with the Southeast Utah Riparian Partnership R. Approving Commission board and committee liaison re-assignments
FISCAL IMPACT:	See Corresponding Agenda Summaries, if any
PRESENTER(S):	None

Prepared By:

Tara Collins
 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.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
APRIL 19, 2022
 Agenda Item: N

TITLE:	Approving resolution supporting the 30x30 Initiative
FISCAL IMPACT:	None
PRESENTER(S):	Commissioner Stock

Prepared By:

FOR OFFICE USE ONLY:
Attorney Review:

SUGGESTED MOTION:

I move to adopt a resolution upporting the 30X30 Campaign to Protect 30 Percent of U.S. Lands and Inland Waters and 30 Percent of US Ocean by 2030, and to authorize the chair’s signature on the two related letters.

BACKGROUND:

- Scientists are sounding the alarm about a catastrophic extinction crisis that threatens biodiversity on the planet and the health of the natural systems that supply our food, water and other resources.
- Stabilizing the climate and addressing ecosystem and biodiversity loss are inexorably linked and necessary to carry on living on Earth.
- Failure to urgently act and expand land, water, and ocean protections will put over a million plants and animals at risk of extinction, many within decades. Already, nearly [3 billion birds have disappeared](#) in the U.S. and Canada since 1970 because of human activities. Roughly half of the riparian ecosystems and wetlands in the lower 48 have already been lost. On our current trajectory, we risk losing so much more.
- One of the most cost-effective strategies for mitigating climate change is to protect more land and water.
- The Resolution and accompanying letters are about joining the global community in establishing a scientifically based 30x30 goal to conserve 30% of land and waters by 2030 so that life may persist here on Earth.
- Perhaps our future Public Lands Bill will lay out a local pathway to achieving this.

ATTACHMENT(S):

- **RESOLUTION NO. _____**
- **SIGN ON LETTER FROM MOUNTAIN PACT**
- **SIGN ON LETTER FROM UTAH’S 30X30 INITIATIVE TO PRESIDENT BIDEN**

RESOLUTION NO. _____

**A RESOLUTION OF THE GRAND COUNTY COMMISSION OF UTAH
SUPPORTING THE 30X30 CAMPAIGN TO PROTECT 30 PERCENT OF U.S. LANDS
AND INLAND WATERS AND 30 PERCENT OF U.S. OCEAN BY 2030**

WHEREAS, the 30x30 campaign is a science-based initiative to conserve at least 30 percent of U.S. lands and inland waters and 30 percent of U.S. ocean by the year 2030; and

WHEREAS, this campaign was launched to address our climate crisis and reverse the destruction of our wildlife, waters and natural places; and

WHEREAS, 30x30 is an inclusive vision for safeguarding America's lands, water, and wildlife that will support the efforts of people across the country, including rural communities, Tribal Nations, private landowners, and many others on the frontlines of conserving, stewarding, restoring, using and enjoying nature; and

WHEREAS, the 30x30 campaign is an ambitious effort to accelerate conservation, which will rely on efforts by federal, state, local, and Tribal governments, agricultural and forest landowners, fishermen, hunters, anglers, recreation users and other key stakeholders to identify and implement collaborative strategies; and

WHEREAS, scientists warn that conserving and restoring at least 30 percent of lands and waters is the bare minimum we must achieve if we hope to preserve biodiversity and ecosystems and mitigate the impacts of climate change; and

WHEREAS, biodiversity loss and human encroachment upon wildlife habitat is increasing the risk of infectious diseases such as COVID-19, Lyme disease and SARS; and

WHEREAS, our natural places provide us with food supplies and clean drinking water, boost our economies, and offer us a wide range of health benefits; and

WHEREAS, wilderness, wildlife refuges, national conservation lands, monuments and other conserved places provide access for hunting, fishing, hiking, biking, camping and other outdoor recreation pursuits; and

WHEREAS, conserved private lands, including working forests, farms, and ranches, protect open spaces, preserve threatened wildlife and help maintain our residents' way of life; and

WHEREAS, every person, regardless of race, background or economic status, should have access to close-to-home opportunities to get outside in nature; and

WHEREAS, protected public lands are the backbone of the outdoor recreation industry which contributed \$5,997,982 to Utah’s economy in 2019 and supported 74,701 jobs [[BEA STATS AVAILABLE HERE](#)];

NOW THEREFORE BE IT RESOLVED, that we, the Grand County Commission, establish our support for the 30x30 initiative and science-based, locally-led efforts to conserve and restore at least 30 percent of U.S. lands and inland waters and 30 percent of U.S. ocean by 2030; and

BE IT FURTHER RESOLVED, that we support a national goal to conserve 30x30 and stand with President Biden, U.S. agencies, Members of Congress, state and local governments and other public, private and nonprofit partners in their efforts to reach that goal;

BE IT FURTHER RESOLVED, that we call on the U.S. government, Congress, and state and local leaders to significantly increase the tools and resources available to achieve locally-driven conservation, and to facilitate collaboration and good-faith conversations among all Americans as we work together to achieve 30x30 and solve our nature and climate crises.

Dear President Biden,

Thank you for launching your administration's "America the Beautiful" 30x30 initiative. As elected officials in Utah, a state with a tremendous capacity and need for protection of federally managed public lands, we support this effort.

Sixty-three percent of lands within Utah are owned and managed by the federal government. These are some of the most magnificent landscapes in the world, and this is reflected in the fact that Utah is home to five national parks and seven national monuments. But climate change is taking a toll and public lands are under stress in ways they never have been before.

The climate change-induced mega drought in the West makes Utah public lands more vulnerable to erosion, wildfire and wildlife habitat loss. Species that once thrived are struggling for survival as a result of depleted water resources. Airborne dust from human impacts to the land and smoke from wildfires are harming all life in Utah.

We see the America the Beautiful initiative as a way to help prevent the harm that's happening to our beloved home. With your help, and using the best available science, we believe wise management will protect public lands throughout Utah, contributing to climate resilience and protection of biodiversity.

We look forward to the opportunity to talk with members of your administration about how to protect public lands in Utah as a part of your America the Beautiful 30x30 initiative.

Sincerely,

[Link to form sign on for this letter – each Commissioner or Chair for the Commission]

<https://forms.gle/H8inGPU5hbFnMK6>

The Honorable Debra Haaland, Secretary of the Interior
U.S. Department of the Interior
1849 C St. NW
Washington, D.C. 20240

CC: Tracy Stone-Manning, Director, Bureau of Land Management
Nada Culver, Deputy Director of Policy and Programs, Bureau of Land Management

Dear Secretary Haaland,

Our nation's protected public lands are tremendous assets to our Western communities. They play a critical role in our way of life and support our outdoor recreation and tourism economies, health, and well-being. They help make the communities where we live what they are while contributing to a healthier and better tomorrow for future generations.

As Western local elected officials tasked with finding creative solutions to the many challenges that come with the ever-increasing popularity of our public lands; our growing infrastructure needs; as well as the devastating and expensive impacts of climate change, we are encouraged by the President's America the Beautiful initiative. We are excited about the initiative's focus on addressing ways land management agencies can help conserve and restore more of our nation's lands and waters. Accomplishing the America the Beautiful goal is essential to providing continued opportunities for outdoor recreation, equitable access to nature, and ultimately safeguarding the climate.

On top of what we are experiencing locally and regionally, scientists warn that globally we must conserve and restore at least 30 percent of lands and waters by 2030 if we hope to preserve biodiversity and ecosystems as well as mitigate the impacts of climate change. Additionally, worldwide biodiversity is deteriorating at a faster rate than at any time in human history with one million species at risk of extinction due to habitat loss, climate change, loss of connectivity, and other factors.

Many of our communities are located near Bureau of Land Management (BLM) lands, which include traditional homelands of Indigenous populations, vital watersheds for downstream communities, and outstanding fish and wildlife habitat. They also provide outstanding opportunities for outdoor recreation, including camping, hiking, paddling, hunting and fishing, and picnicking. Yet, many BLM lands are at risk. For example, Colorado's BLM lands make up one-third of the federal public lands in the state, but only 8% of these lands are protected, significantly less than the amount of public lands managed by other agencies. Nationally, only 14% of BLM lands are permanently protected. As a result, many of the areas important to our citizens and visitors are at risk of being unnecessarily degraded or lost.

Additionally, just last year, many Western communities were devastated by climate impacts - wildfires forced evacuations in all Western states, entire communities burned to the ground, floods overwhelmed communities in Arizona, mudslides closed major highways in Colorado and the Northwest, smoke-filled air socked in many communities for months, drought dried up the

West, national forests were closed, and temperatures reached levels never seen before, killing hundreds.

As the largest land manager in the nation, the Bureau of Land Management must play a leading role in protecting our public lands for the future. Because of this, we encourage you to use your authority to advance conservation across the West, by using all of the conservation tools at your disposal. Some conservation designations we recommend utilizing include: Backcountry Conservation Areas; Wilderness Study Areas; Areas of Critical Environmental Concern; and working with The White House to designate national monuments through the use of the Antiquities Act.

When used wisely, these conservation mechanisms will support our local economies, tourism, and outdoor recreation as well as provide certainty for our rural and gateway communities so we can make long-term investments.

Some of the lands that need protection include Vermillion Basin in Colorado, Granite Range in Nevada, the Bodie Hills in California, Hatch Canyon in Utah, Otero Mesa in New Mexico, and the Owyhee Canyonlands in Oregon.

It's time for action - we must do more to protect more of these lands and waters, and in turn, our communities. 80 percent of voters in the Rocky Mountain West support setting a national goal of conserving 30 percent of land and waters in the United States by 2030 and 61 percent of voters are concerned about the future of land, water, air, and wildlife.

We are grateful for your leadership and commitment to see the America the Beautiful initiative succeed and strongly encourage the Department of Interior and Bureau of Land Management to do all that it can to better restore, conserve, and protect our nation's important public lands and waters in tandem with locally-led efforts – our Western communities are depending on it.

Sincerely,

[Link to Sign on Letter form from Mountain Pact requiring chair's signature:

https://docs.google.com/forms/d/e/1FAIpQLScSp_c2CoUUZ7QETfbI3mV49zLRuODDZl81k2w1qnA9aLeYbQ/viewform]

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

APRIL 19, 2022

Agenda Item: O

TITLE:	Adopting Ordinance repealing and replacing Chapter 8.16 (Special Events) of the Grand County General Ordinances and related Ordinance No. 643
FISCAL IMPACT:	
PRESENTER(S):	Mallory Nassau, Commission Administrator

Prepared By:

Mallory Nassau

SUGGESTED MOTION:

I move to repeal Chapter 8.16 (Special Events) of the Grand County General Ordinances and related Ordinance No. 643 and adopt new Chapter 8.16 (Special Events), as set forth in the attached Ordinance and its Exhibit A.

BACKGROUND:

The proposed Ordinance repealing and replacing Chapter 8.16 Ordinance No. 643 removes the section specific to COVID-19 guidelines and requirements.

ATTACHMENT(S):

- Draft Ordinance
- Redlined Exhibit A
- Clean Exhibit A

FOR OFFICE USE ONLY:

Attorney Review:

EXHIBIT A

Chapter 8.16 Special Events

Sections:

- 8.16.010 Purpose and Intent**
- 8.16.020 Severability**
- 8.16.030 Definitions**
- 8.16.040 Permits Required**
- 8.16.050 Exceptions**
- 8.16.060 Sales Tax**
- 8.16.070 Special Events Advisory Committee**
- 8.16.080 County Commission**
- 8.16.090 Application Requirements**
- 8.16.100 Fees**
- 8.16.110 Application Review Procedure**
- 8.16.120 Conditions**
- 8.16.130 Grounds for Denial**
- 8.16.140 Enforcement**
- 8.16.150 Remedies and Penalties**
- 8.16.160 Post Event Evaluation**
- 8.16.170 Constitutional Right**

8.16.010 Purpose and Intent

It is the purpose of Grand County to regulate assemblage of people requiring mitigation of impacts to the health, safety, peace, comfort and welfare of all persons in Grand County, residents and visitors alike.

8.16.020 Severability

If a provision, clause, sentence, or paragraph of this chapter or application thereof to any person or circumstances shall be ruled invalid, such ruling shall not affect the other provisions or applications of this chapter, and to this end the provisions of this chapter are severable.

If any provision of this Chapter conflicts with any state or county executive or public health order or other temporary regulation, the latter shall govern.

8.16.030 Definitions

- A. “Cost Recovery Surcharge” shall mean a project specific fee to recover costs incurred by Grand County for event-related public safety, utilities, traffic control, and parking, and which may also include or incorporate charges which would otherwise apply for land use permits, building permit fees, temporary structure permits, or other applicable charges.

- B. "Committee" shall mean the Special Events Advisory Committee, the composition, duties and obligations of which are set forth in Section 8.16.070.
- C. "Daily Total Attendance" shall mean and include all registrants, spectators (including family of or crew for the registrants), staff (including agents and subcontractors), volunteers, vendors, and any other participants.
- D. "Permittee" shall mean the applicant for the Special Event, as hereinafter defined, becomes the Permittee when the Special Event permit is signed by the Clerk/Auditor, as defined in Section 8.16.100, County Commission as defined in Section 8.16.080, or other designee of the County.
- E. "Processing Department" shall mean the Economic Development Department ("ED") for events in the county or Old Spanish Trail Arena ("OSTA") for events at the facility.
- F. "Referral Agencies" shall mean Grand County Planning and Zoning, Roads, Building, and Economic Development Departments; Utah Department of Transportation; Utah Highway Patrol; Grand County Sheriff's Office; Moab City Police Department; Grand County Emergency Medical Services; Moab Valley or Thompson Fire Protection Districts; Southeast Utah Health Department; Utah Division of Alcoholic Beverage Control; City of Moab; Town of Castle Valley; San Juan County; federal and state land management agencies; and other agencies the Committee deems appropriate.
- G. "Special Event" shall mean a sporting, cultural, entertainment, commercial, or similar gathering or activity, whether for profit or nonprofit, whether open to the public or not, whether located on private or public land (including trails), occurring for a limited duration not to exceed thirty (30) consecutive days; and:
- i. Where Daily Total Attendance may exceed one hundred persons;
 - ii. Noise that is prohibited by Title 11 of the Grand County General Ordinances may be used or created (the "Noise Ordinance");
 - iii. The County Commission determines that the proposed event will result in identifiable impacts to county services or the health, welfare, peace, comfort, or safety of Grand County residents or visitors; or,
 - iv. Any event available to the public that requires the full or partial closure of a public right of way or use of public property.

By way of illustration but not limitation, Special Events include events where entrance fees are charged, retail sales are conducted, or vendors offer goods or services; races; concerts; dances; exhibitions; lectures; or a public assembly, such as a parade, rally, or celebration, whether open to the public or not. Special Event shall not include non-commercial family or youth events held in a County facility.

- H. "Special Event Permit" or "Permit" means a certificate or other written approval sought

by an applicant for an event as defined in this chapter, granted through the Grand County Commission or its designee, the Clerk/Auditor.

8.16.040 Permits Required

Unless otherwise provided herein, no person, entity, organization, business, firm or other establishment may conduct, organize, establish, institute, operate or sponsor a Special Event in unincorporated Grand County without first obtaining a valid written Special Event Permit issued by Grand County.

In addition, all Special Events shall operate under a valid Grand County business license, or temporary business license, pursuant to Title 5 of the Grand County General Ordinances, as amended.

8.16.050 Exceptions

Weddings, family reunions, neighborhood block parties, garage sales, conferences, and similar events held in a permitted permanent facility consistent with the facility's occupancy and design standards shall not require a Special Event Permit.

8.16.060 Sales Tax

With the exception of religious and charitable entities, all vendors participating in Special Events are required to obtain a Sales Tax Account Number from the Utah Tax Commission prior to application to the Special Events Committee. Religious and charitable entities shall submit proof of 501(c)3 entity status to the Grand County Clerk no less than thirty (30) prior to the Special Event.

Each Special Event Permittee is responsible for ensuring compliance with Utah State Tax Commission requirements. By way of illustration, but not limitation, admission fees, entrance fees, participation fees, tangible goods, merchandise, and prepared food are taxable sales sourced to the county and/or municipality in which the Special Event starts regardless of the location of the business entity or end location.

8.16.070 Special Events Advisory Committee

8.16.070.1 Membership. The County Commission hereby establishes a Special Events Advisory Committee comprised of the following persons or their designee:

- Commission Administrator or Associate Administrator;
- Economic Development Director;
- Old Spanish Trail Arena Director;
- County Attorney;
- Clerk/Auditor;
- One County Commissioner.

8.16.070.2 Duties and Obligations. Subject to Section 8.16.080 and the Governing

Documents of the Committee, the Committee shall develop all necessary application forms and documents consistent with and required by this Chapter; review all applications; refer technical matters to the related Referral Agencies; and recommend application approval or denial, with or without conditions, to the Clerk/Auditor or County Commission.

8.16.070.3 Review Guidelines. The County Commission shall adopt Policies and Procedures to govern the Committee's review of special events applications, which Policies and Procedures shall require the Committee to determine whether the special event's economic, entertainment or recreational benefit to the County and its residents outweighs the impact to the County and its residents.

8.16.080 County Commission

The County Commission has the authority to review, approve, or deny any application of interest to the Commission. The Committee shall refer the final approval of complete applications, as reviewed by the Committee, to the County Commission for additional review and final approval where the proposed Special Event:

- A. May significantly impact County services or present a considerable risk to the health, safety, peace, comfort or welfare of citizens;
- B. Requires approval of an exemption to the Noise Ordinance or a temporary land use not expressly permitted in the Grand County Land Use Code;
- C. Involves All-Terrain Vehicles as defined by the Utah Motor Vehicle Act;
- D. Is likely to draw in excess of one thousand (1000) Daily Total Attendance for all event locations per day with the; or
- E. Is likely to generate unbudgeted fiscal impact on the County (staff time, public safety, etc.).

8.16.080.1 Pre-Authorization Approval List. The Commission may approve a pre-authorization list granting the Clerk/Auditor approval authority for applications otherwise require County Commission review under Section 8.16.080(D). In approving the pre-authorization list, the County Commission may consider the follow criteria:

- A. Event type;
- B. If the event is recurring;
- C. If the event and/or applicant are in good standing with the County;
- D. If the event is locally sponsored; and
- E. If the event is intended to be cultural, community/family, educational or historical.

The Committee may refer any other applications to the County Commission in its sole discretion.

8.16.090 Application Requirements

All applicants shall provide the following information:

- A. Special Events Application and Compliance Fee;
- B. Copy of Applicant's Business License;
- C. Copy of State of Utah Special Event Temporary Sales Tax License;
- D. Name, address, telephone number, and email address of Applicant and single point of contact for each day of Special Event;
- E. The proposed dates and times of operation of the Special Event;
- F. Description of Special Event, including description of all the anticipated elements such as signage, listing types of merchandise, types of food being prepared/sold, alcohol sales, types of live entertainment, sound systems, temporary power, amusement rides, inflatable devices, and/or fireworks;
- G. The proposed event location(s), including address or other identifying information, and for multiple event locations, the distance between them;
- H. The name, address, telephone number, and email address of property owner(s);
- I. Property owner(s) signature(s) authorizing the Special Event on the property;
- J. Anticipated number of total event attendance and average Daily Total Attendance:
 - i. registrants;
 - ii. spectators;
 - iii. staff;
 - iv. volunteers;
 - v. vendors (number and type); and
 - vi. any other participants;
- K. A Site Plan/ Detailed Course Map for each event location:
 - i. An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures. No permanent paint shall be applied to public property for marking course routes;
 - ii. Location, type, number, and description of all temporary structures to be used in the event, including: stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, booths, vehicles, and trailers. If semi-permanent structures are to be included, applicant must supply specific information on how those structures will be anchored to the ground;
 - iii. Location, type, and provider of solid waste, recycling, compost, waste diversion containers;
 - iv. Location, type, and provider of restroom facilities;
 - v. Location of operator's headquarters at the gathering;
 - vi. Location of all beer gardens and cooking areas;
 - vii. The location, size, and type of proposed audio, lighting, visual equipment, open fires or pyrotechnics;
 - viii. Parking areas and overflow parking areas;
 - ix. Shuttle plan;
 - x. Entrance and exits;
 - xi. Vendor stations;
 - xii. Fencing and appropriate gates;

- xiii. Security and parking personnel (if applicable);
- xiv. Generator locations and/or source of electricity; and
- xv. First aid and water stations.
- L. 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;
- M. Proof of insurance coverage naming Grand County as an Additional Insured in an amount not less than \$1 million per occurrence and \$2 million aggregate unless a lesser amount is approved in writing by the Commission Administrator or County Attorney;
- N. County Indemnification Agreement;
- O. Applicant's sales tax account number;
- P. Information concerning all admission fee charges, booth fees, rental charges, or similar information relating to fees generated by the event;
- Q. Any pertinent information requested by staff concerning impacts generated by the event including traffic control, security, emergency medical services, or other similar information;
- R. Pertinent coordination information such as required permits and approvals from the Referral Agencies;
- S. Contingency Plan considering any emergency plans, medical service, fire and police, residential notification and mitigation plan;
- T. If the special event occurs in the public right of way, a detailed plan identifying the anticipated route, street names, start/finish points, start/finish times, traffic control plans, traffic fixture locations, and anticipated street crossings; and
- U. If the special event involves Utah Department of Transportation ("UDOT") managed rights of way, a copy of the UDOT permit.

8.16.100 Fees

- A. **Application Fee:** Each application shall be accompanied by the nonrefundable Application Fee established by the Grand County Consolidated Fee Schedule. The Application Fee shall be due regardless of location of the Special Event. The Application Fee is due and payable upon submission of an application. Applications shall not be deemed complete until the Application Fee has been paid. The payment of the Application Fee and/or the acceptance of fees by the County shall not constitute approval or otherwise be deemed to signify that the application is complete or appropriate in any manner.
- B. **Compliance Fee:** Special Events shall be subject to a Compliance Fee which reimburses the County for its costs to ensure compliance with the requirements of this Chapter and the Special Events Permit in the amounts established by the Grand County Consolidated Fee Schedule. Where an event is held in a County Facility, the Permittee shall pay the fees charged by the County for use of the facility or the Compliance Fee, whichever is greater. The Permittee shall pay the Compliance Fee at least thirty (30) days in advance of the Special Event.
- C. **Sheriff's Fees:** Special Events shall be subject to any applicable Sheriff's

Fees as established by the Grand County Consolidated Fee Schedule.

- D. **Cost Recovery Surcharge:** In addition to the Application and Compliance Fees, Special Events shall be subject to a Cost Recovery Surcharge proportionate to impacts and costs generated by the Special Event. The Cost Recovery Surcharge shall reimburse the County for unbudgeted expenses including but not limited to excess public services, staff time, or the like. The Permittee shall pay the estimated Cost Recovery Surcharge at least thirty (30) days in advance of the Special Event, which Cost Recovery Surcharge may be increased within sixty (60) days of the Special Event after invoice by the County in the event of unplanned impacts.
- E. **Financial Security:** The County Commission or Committee may require an applicant to post a cash deposit or other security with the County Clerk/Auditor for all estimated contingent costs prior to the issuance of a Special Event Permit, as a guarantee against fees, damages, cleanup, or loss of public property.

8.16.110 Application Review Procedure

- A. **Intent to Apply:**
 - i. Applicants must submit an Intent to Apply to the appropriate Processing Department for approval of the dates desired for the Special Events. The Intent to Apply shall include a description of the event, proposed location, number of attendees, and event dates. Upon request of the Intent to Apply, the Processing Department shall approve the dates or work with the applicant to arrange alternative dates. Approval of dates by shall not constitute approval of the proposed Special Event and shall not be deemed a Special Event Permit.
- B. **Initial Special Event Advisory Committee Review:**
 - i. The Committee shall conduct an initial review of the Intent to Apply to determine if the proposed event is in compliance with local, state and federal laws as well as County Ordinances and Resolutions. The Committee shall all identify the approval authority as defined in Section 8.16.080. The Committee may identify additional conditions, requirements and/or request additional information. The Committee shall provide, in writing, through the Processing Department, approval to proceed with the application. If the event is non-compliant with local, state or federal, and/or County Ordinances or Resolutions, the Committee shall provide, in writing, through the Processing Department findings of fact regarding the denial.
- C. **Application Submission:**
 - i. Upon written approval to proceed with the application submission, the Processing Department shall work with the applicant to submit a complete Special Event Permit Application.

D. Referral Agency Review:

- i. When the Processing Department confirms the application is complete, the application shall be reviewed by the Referral Agencies.
- ii. Referral Agencies shall provide agency-specific approval or denial, with or without conditions within five (5) business days. The Processing Department may proceed to The Committee review without all Referral Agencies approval or denial after five (5) business days.

E. Special Event Advisory Committee Application Review:

- i. The Processing Department shall send the complete application to The Committee following the Referral Agency review.
- ii. The Committee shall review the application and make a formal recommendation to the Clerk/Auditor or Commission to approve or deny the application, with or without conditions.
- iii. The Processing Department shall submit a permit with conditions for approval to the Clerk/Auditor or Commission for the necessary signature.
- iv. Upon signing of the permit, the Processing Department shall notify the applicant of approval or denial, with or without conditions, in writing to the applicant. The Processing Department shall send both the applicant and Referral Agencies a copy of the signed permit.

F. Submission Deadlines:

- i. The Intent to Apply shall be submitted to the Processing Department a minimum of one hundred and twenty (120) days in advance of the proposed Special Event. This deadline may be waived at the discretion of the Committee if a complete application is received, minimal impacts are anticipated, additional services or emergency response is not necessary or otherwise expected for the event, requested dates are available, and available staff time is adequate to fully process the application. The Committee may also require additional time if questions or concerns arise.

The Committee shall review the application for consistency and compliance with this Chapter and County law, including the Grand County land use zone and the General Ordinances. As necessary, the Committee may request additional information from the applicant and shall refer review of the application to the Referral Agencies as necessary.

G. The Committee shall provide a written recommendation for approval or denial (with or without conditions) to the Clerk/Auditor or Commission at least forty-five (45) days before the proposed Special Event.

H. A Special Events Permit authorized by this section shall be valid for the dates specified therein, subject to Section 8.16.120 below.

8.16.120 Conditions

The County Commission, the Clerk/Auditor, or the OSTA Director may impose conditions on the Special Events Permit to protect the health, safety, peace, comfort and welfare of Grand County residents and visitors. Conditions may include, but are not limited to:

- A. security requirements;
- B. Grand County Local Consent with approval conditional upon receiving DABC permit for alcohol;
- C. liability insurance and/or additional insurance coverage,
- D. damage deposit or surety bonds;
- E. cost recovery surcharge;
- F. additional indemnification and/or liability waivers;
- G. limits upon days or hours operation, number of participants, size and type of lighting, acreage and location, audio or visual equipment, or noise;
- H. provision of emergency medical, fire protection, and/or law enforcement services (such as vehicle escorts, crowd control, and/or traffic control);
- I. additional parking and/or traffic control;
- J. waste removal and sanitation; and
- K. other similar requirements to promote public health, safety, peace, comfort and welfare of Grand County residents and visitors.

The Permittee shall provide proof that all conditions are met at least thirty (30) days before the Special Event or the Special Events Permit shall be void and of no further force or effect.

8.16.130 Grounds for Denial

A special event is a privilege. Thus, the Committee, or the County Commission may deny an application for a Special Events upon written Final Decision explaining the reasons for the denial, including but are not limited to:

- A. Applicant submits incorrect, incomplete, or false information;
- B. 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 morals, or may result in an unreasonable inconvenience or cost to the public;
- C. The zoning of the proposed event site does not permit the use contemplated by the applicant;
- D. Applicant refuses or fails to pay required fees or to comply with permit requirements or conditions;
- E. Impacts associated with the proposed Special Event cannot be mitigated;
- F. Applicant does not meet the deadlines and timelines required herein;
- G. 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;

- H. 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
- I. 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 Chapter 1.16 of the Grand County General Ordinances, as amended.

8.16.140 Enforcement

The County or its designee may conduct inspections before, during, and after a Special Event to ensure compliance with this ordinance, approved plans, and conditions of approval. The Special Events Permittee shall provide access to all areas of the Special Event the County deems necessary and provide the number of access credentials requested.

8.16.150 Remedies and Penalties

In the event a Permittee or Special Event is violating local, state, or federal law or conditions of approval, the County shall have the following remedies:

- A. Cancel or stop the Special Event and/or revoke the Special Event Permit;
- B. Seek an injunction in the Moab District Court;
- C. Issue Civil Fines pursuant to the Grand County Consolidated Fee Schedule, this Chapter, and Title 1 of the Grand County General Ordinances;
- D. Issue criminal citations. Any person, firm, entity, or corporation found violating this chapter or the conditions of approval shall be guilty of a Class C misdemeanor; or
- E. Deny the Permittee or Special Event a Special Event Permit for up to the following three (3) years.

8.16.160 Post Event Evaluation

The Committee shall conduct a Post Event Evaluation of each Special Event and may issue an After-Action Report/Improvement Plan, as deemed necessary; provided, however, that the Committee's failure to so conduct a Post Event Evaluation or issue an After-Action Report/Improvement Plan does not constitute a finding of good standing for any particular Special Event and is not a waiver of remedies hereunder.

8.16.170 Constitutional Right

Grand County recognizes and supports the public's right to assembly and free speech and this Chapter is not intended to, and does not, restrict speech on the basis of its content, viewpoint or message. To the extent the terms herein are ambiguous, the term shall be interpreted to not regulate on the basis of speech content, and the interpretation resulting in the least restriction on the content of speech shall prevail.

EXHIBIT A

Chapter 8.16 Special Events

Sections:

8.16.010 Purpose and Intent

8.16.020 Severability

8.16.030 Definitions

8.16.040 Permits Required

8.16.050 Exceptions

8.16.060 Sales Tax

8.16.070 Special Events Advisory Committee

8.16.080 County Commission

8.16.090 Application Requirements

8.16.100 Fees

8.16.110 Application Review Procedure

8.16.120 Conditions

8.16.130 Grounds for Denial

8.16.140 Enforcement

8.16.150 Remedies and Penalties

8.16.160 Post Event Evaluation

8.16.170 Constitutional Right

~~**8.16.180 COVID-19 Regulations**~~

8.16.010 Purpose and Intent

It is the purpose of Grand County to regulate assemblage of people requiring mitigation of impacts to the health, safety, peace, comfort and welfare of all persons in Grand County, residents and visitors alike.

8.16.020 Severability

If a provision, clause, sentence, or paragraph of this chapter or application thereof to any person or circumstances shall be ruled invalid, such ruling shall not affect the other provisions or applications of this chapter, and to this end the provisions of this chapter are severable.

If any provision of this Chapter conflicts with any state or county executive or public health order or other temporary regulation, the latter shall govern.

8.16.030 Definitions

- A. "Cost Recovery Surcharge" shall mean a project specific fee to recover costs incurred by Grand County for event-related public safety, utilities, traffic control, and parking, and which may also include or incorporate charges which would otherwise apply for land use permits, building permit fees, temporary structure permits, or other applicable charges.

- B. "Committee" shall mean the Special Events Advisory Committee, the composition, duties and obligations of which are set forth in Section 8.16.070.
- C. "Daily Total Attendance" shall mean and include all registrants, spectators (including family of or crew for the registrants), staff (including agents and subcontractors), volunteers, vendors, and any other participants.
- D. "Permittee" shall mean the applicant for the Special Event, as hereinafter defined, becomes the Permittee when the Special Event permit is signed by the Clerk/Auditor, as defined in Section 8.16.100, County Commission as defined in Section 8.16.080, or other designee of the County.
- E. "Processing Department" shall mean the ~~Moab Area Travel Council ("Travel Council")~~ Economic Development Department ("ED") for events in the county or Old Spanish Trail Arena ("OSTA") for events at the facility.
- F. "Referral Agencies" shall mean Grand County Planning and Zoning, Roads, Building, and Economic Development Departments; Utah Department of Transportation; Utah Highway Patrol; Grand County Sheriff's Office; Moab City Police Department; Grand County Emergency Medical Services; Moab Valley or Thompson Fire Protection Districts; Southeast Utah Health Department; Utah Division of Alcoholic Beverage Control; City of Moab; Town of Castle Valley; San Juan County; federal and state land management agencies; and other agencies the Committee deems appropriate.
- G. "Special Event" shall mean a sporting, cultural, entertainment, commercial, or similar gathering or activity, whether for profit or nonprofit, whether open to the public or not, whether located on private or public land (including trails), occurring for a limited duration not to exceed thirty (30) consecutive days; and:
- i. Where Daily Total Attendance may exceed one hundred persons;
 - ii. Noise that is prohibited by Title 11 of the Grand County General Ordinances may be used or created (the "Noise Ordinance");
 - iii. The County Commission determines that the proposed event will result in identifiable impacts to county services or the health, welfare, peace, comfort, or safety of Grand County residents or visitors; or,
 - iv. Any event available to the public that requires the full or partial closure of a public right of way or use of public property.

By way of illustration but not limitation, Special Events include events where entrance fees are charged, retail sales are conducted, or vendors offer goods or services; races; concerts; dances; exhibitions; lectures; or a public assembly, such as a parade, rally, or celebration, whether open to the public or not. Special Event shall not include non-commercial family or youth events held in a County facility.

H.

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F. —“Special Event Permit” or “Permit” means a certificate or other written approval sought by an applicant for an event as defined in this chapter, granted through the Grand County Commission or its designee, the Clerk/Auditor.

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8.16.040 Permits Required

Unless otherwise provided herein, no person, entity, organization, business, firm or other establishment may conduct, organize, establish, institute, operate or sponsor a Special Event in unincorporated Grand County without first obtaining a valid written Special Event Permit issued by Grand County.

In addition, all Special Events shall operate under a valid Grand County business license, or temporary business license, pursuant to Title 5 of the Grand County General Ordinances, as amended.

8.16.050 Exceptions

Weddings, family reunions, neighborhood block parties, garage sales, conferences, and similar events held in a permitted permanent facility consistent with the facility's occupancy and design standards shall not require a Special Event Permit.

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With the exception of religious and charitable entities, all vendors participating in Special Events are required to obtain a Sales Tax Account Number from the Utah Tax Commission prior to application to the Special Events Committee. Religious and charitable entities shall submit proof of 501(c)3 entity status to the Grand County Clerk no less than thirty (30) prior to the Special Event.

Each Special Event Permittee is responsible for ensuring compliance with Utah State Tax Commission requirements. By way of illustration, but not limitation, admission fees, entrance fees, participation fees, tangible goods, merchandise, and prepared food are taxable sales sourced to the county and/or municipality in which the Special Event starts regardless of the location of the business entity or end location.

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8.16.070.1 Membership. The County Commission hereby establishes a Special Events Advisory Committee comprised of the following persons or their designee:

Commission Administrator or Associate Administrator;
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Old Spanish Trail Arena Director;
County Attorney;
Clerk/Auditor;
One County Commissioner.

8.16.070.2 Duties and Obligations. Subject to Section 8.16.080 and the Governing Documents of the Committee, the Committee shall develop all necessary application forms and documents consistent with and required by this Chapter; review all applications; refer technical matters to the related Referral Agencies; and recommend application approval or denial, with or without conditions, to the Clerk/Auditor or County Commission.

8.16.070.3 Review Guidelines. The County Commission shall adopt Policies and Procedures to govern the Committee's review of special events applications, which Policies and Procedures shall require the Committee to determine whether the special event's economic, entertainment or recreational benefit to the County and its residents outweighs the impact to the County and its residents.

8.16.080 County Commission

The County Commission has the authority to review, approve, or deny any application of interest to the Commission. The Committee shall refer the final approval of complete applications, as reviewed by the Committee, to the County Commission for additional review and final approval where the proposed Special Event:

- A. May significantly impact County services or present a considerable risk to the health, safety, peace, comfort or welfare of citizens;
- B. Requires approval of an exemption to the Noise Ordinance or a temporary land use not expressly permitted in the Grand County Land Use Code;
- C. Involves All-Terrain Vehicles as defined by the Utah Motor Vehicle Act;
- D. Is likely to draw in excess of one thousand (1000) Daily Total Attendance for all event locations per day with the; or
- E. ~~Is likely to generate unbudgeted fiscal impact on the County (staff time, public safety, etc.); or,~~

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- A. Event type;
- B. If the event is recurring;
- C. If the event and/or applicant are in good standing with the County;
- D. If the event is locally sponsored; and
- E. If the event is intended to be cultural, community/family, educational or historical.

The Committee may refer any other applications to the County Commission in its sole discretion.

8.16.090 Application Requirements

All applicants shall provide the following information:

- A. Special Events Application and Compliance Fee;
- B. Copy of Applicant's Business License;
- C. Copy of State of Utah Special Event Temporary Sales Tax License;
- D. Name, address, telephone number, and email address of Applicant and single point of contact for each day of Special Event;
- E. The proposed dates and times of operation of the Special Event;
- F. Description of Special Event, including description of all the anticipated elements such as signage, listing types of merchandise, types of food being prepared/sold, alcohol sales, types of live entertainment, sound systems, temporary power, amusement rides, inflatable devices, and/or fireworks;
- G. The proposed event location(s), including address or other identifying information, and for multiple event locations, the distance between them;
- H. The name, address, telephone number, and email address of property owner(s);
- I. ~~Notarized~~ pProperty owner(s) signature(s) authorizing the Special Event on the property;
- J. Anticipated number of total event attendance and average Daily Total Attendance:
 - i. registrants;
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- K. A Site Plan/ Detailed Course Map for each event location:
 - i. An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures. No permanent paint shall be applied to public property for marking course routes;
 - ii. Location, type, number, and description of all temporary structures to be used in the event, including: stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, booths, vehicles, and trailers. If semi-permanent structures are to be included, applicant must supply specific information on how those structures will be anchored to the ground;
 - iii. Location, type, and provider of solid waste, recycling, compost, waste diversion containers;
 - iv. Location, type, and provider of restroom facilities;
 - v. Location of operator's headquarters at the gathering;
 - vi. Location of all beer gardens and cooking areas;
 - vii. The location, size, and type of proposed audio, lighting, visual equipment, open fires or pyrotechnics;
 - viii. Parking areas and overflow parking areas;
 - ix. Shuttle plan;

- x. Entrance and exits;
 - xi. Vendor stations;
 - xii. Fencing and appropriate gates;
 - xiii. Security and parking personnel (if applicable);
 - xiv. Generator locations and/or source of electricity; and
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- M. Proof of insurance coverage naming Grand County as an Additional Insured in an amount not less than \$1 million per occurrence and \$2 million aggregate unless a lesser amount is approved in writing by the Commission Administrator or County Attorney;
- ~~N.~~ County Indemnification Agreement;
- ~~O.~~ N. County Compliance Pledge;
- ~~P.~~ O. Applicant's sales tax account number;
- ~~Q.~~ P. Information concerning all admission fee charges, booth fees, rental charges, or similar information relating to fees generated by the event;
- ~~R.~~ Q. Any pertinent information requested by staff concerning impacts generated by the event including traffic control, security, emergency medical services, or other similar information;
- ~~S.~~ R. Pertinent coordination information such as required permits and approvals from the Referral Agencies;
- ~~T.~~ S. Contingency Plan considering any emergency plans, medical service, fire and police, residential notification and mitigation plan;
- ~~U.~~ T. If the special event occurs in the public right of way, a detailed plan identifying the anticipated route, street names, start/finish points, start/finish times, traffic control plans, traffic fixture locations, and anticipated street crossings; and
- ~~V.~~ U. If the special event involves Utah Department of Transportation ("UDOT") managed rights of way, a copy of the UDOT permit.

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fees charged by the County for use of the facility or the Compliance Fee, whichever is greater. The Permittee shall pay the Compliance Fee at least thirty (30) days in advance of the Special Event.

- C. Sheriff's Fees: Special Events shall be subject to any applicable Sheriff's Fees as established by the Grand County Consolidated Fee Schedule.
- D. Cost Recovery Surcharge: In addition to the Application and Compliance Fees, Special Events shall be subject to a Cost Recovery Surcharge proportionate to impacts and costs generated by the Special Event. The Cost Recovery Surcharge shall reimburse the County for unbudgeted expenses including but not limited to excess public services, staff time, or the like. The Permittee shall pay the estimated Cost Recovery Surcharge at least thirty (30) days in advance of the Special Event, which Cost Recovery Surcharge may be increased within sixty (60) days of the Special Event after invoice by the County in the event of unplanned impacts.
- E. Financial Security: The County Commission or Committee may require an applicant to post a cash deposit or other security with the County Clerk/Auditor for all estimated contingent costs prior to the issuance of a Special Event Permit, as a guarantee against fees, damages, cleanup, or loss of public property.

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- A. Intent to Apply:
 - ~~B.~~i. Applicants must submit an Intent to Apply to the appropriate Processing Department for approval of the dates desired for the Special Events. The Intent to Apply shall include a description of the event, proposed location, number of attendees, and event dates. Upon request of the Intent to Apply, the Processing Department shall approve the dates or work with the applicant to arrange alternative dates. Approval of dates by shall not constitute approval of the proposed Special Event and shall not be deemed a Special Event Permit.

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~~C.~~B. Initial Special Event Advisory Committee Review:

- i. The Committee shall conduct an initial review of the Intent to Apply to determine if the proposed event is in compliance with local, state and federal laws as well as County Ordinances and Resolutions. The Committee shall all identify the approval authority as defined in Section 8.16.080. The Committee may identify additional conditions, requirements and/or request additional information. The Committee shall provide, in writing, through the Processing Department, approval to proceed with the application. If the event is non-compliant with local, state or federal, and/or County Ordinances or Resolutions, the Committee

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shall provide, in writing, through the Processing Department findings of fact regarding the denial.

~~D.C.~~ Application Submission:

- i. Upon written approval to proceed with the application submission, the Processing Department shall work with the applicant to submit a complete Special Event Permit Application.

~~E.D.~~ Referral Agency Review:

- i. When the Processing Department confirms the application is complete, the application shall be reviewed by the Referral Agencies.
- ii. Referral Agencies shall provide agency-specific approval or denial, with or without conditions within five (5) business days. The Processing Department may proceed to The Committee review without all Referral Agencies approval or denial after five (5) business days.

~~F.E.~~ Special Event Advisory Committee Application Review:

- i. The Processing Department shall send the complete application to The Committee following the Referral Agency review.
- ii. The Committee shall review the application and make a formal recommendation to the Clerk/Auditor or Commission to approve or deny the application, with or without conditions.
- iii. The Processing Department shall submit a permit with conditions for approval to the Clerk/Auditor or Commission for the necessary signature.
- iv. Upon signing of the permit, the Processing Department shall notify the applicant of approval or denial, with or without conditions, in writing to the applicant. The Processing Department shall send both the applicant and Referral Agencies a copy of the signed permit.

~~G.F.~~ Submission Deadlines:

- i. The Intent to Apply shall be submitted to the Processing Department a minimum of one hundred and twenty (120) days in advance of the proposed Special Event. This deadline may be waived at the discretion of the Committee if a complete application is received, minimal impacts are anticipated, additional services or emergency response is not necessary or otherwise expected for the event, requested dates are available, and available staff time is adequate to fully process the application. The Committee may also require additional time if questions or concerns arise.

~~ii.~~

~~C.~~ The Committee shall review the application for consistency and compliance with this Chapter and County law, including the Grand County land use zone and the General Ordinances. As necessary, the Committee may request additional information from the applicant and shall refer review of the application to the Referral Agencies as necessary.

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~~G.~~

~~D.~~ The Committee shall provide a written recommendation for approval or denial (with or without conditions) to the Clerk/Auditor or Commission at least forty-five (45) days before the proposed Special Event.

~~H.~~

~~E.~~ A Special Events Permit authorized by this section shall be valid for the dates specified therein, subject to Section 8.16.120 below.

8.16.120 Conditions

The County Commission, the Clerk/Auditor, or the OSTA Director may impose conditions on the Special Events Permit to protect the health, safety, peace, comfort and welfare of Grand County residents and visitors. Conditions may include, but are not limited to:

- A. security requirements;
- B. Grand County Local Consent with approval conditional upon receiving DABC permit for alcohol;
- C. liability insurance and/or additional insurance coverage,
- D. damage deposit or surety bonds;
- E. cost recovery surcharge;
- F. additional indemnification and/or liability waivers;
- G. limits upon days or hours operation, number of participants, size and type of lighting, acreage and location, audio or visual equipment, or noise;
- H. provision of emergency medical, fire protection, and/or law enforcement services (such as vehicle escorts, crowd control, and/or traffic control);
- I. additional parking and/or traffic control;
- J. waste removal and sanitation; and
- K. other similar requirements to promote public health, safety, peace, comfort and welfare of Grand County residents and visitors.

The Permittee shall provide proof that all conditions are met at least thirty (30) days before the Special Event or the Special Events Permit shall be void and of no further force or effect.

8.16.130 Grounds for Denial

A special event is a privilege. Thus, the Committee, or the County Commission may deny an application for a Special Events upon written Final Decision explaining the reasons for the denial, including but are not limited to:

- A. Applicant submits incorrect, incomplete, or false information;
- B. 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 morals, or may result

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- in an unreasonable inconvenience or cost to the public;
- C. The zoning of the proposed event site does not permit the use contemplated by the applicant;
 - D. Applicant refuses or fails to pay required fees or to comply with permit requirements or conditions;
 - E. Impacts associated with the proposed Special Event cannot be mitigated;
 - F. Applicant does not meet the deadlines and timelines required herein;
 - G. 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;
 - H. 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
 - I. 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 Chapter 1.16 of the Grand County General Ordinances, as amended.

8.16.140 Enforcement

The County or its designee may conduct inspections before, during, and after a Special Event to ensure compliance with this ordinance, approved plans, and conditions of approval. The Special Events Permittee shall provide access to all areas of the Special Event the County deems necessary and provide the number of access credentials requested.

8.16.150 Remedies and Penalties

In the event a Permittee or Special Event is violating local, state, or federal law or conditions of approval, the County shall have the following remedies:

- A. Cancel or stop the Special Event and/or revoke the Special Event Permit;
- B. Seek an injunction in the Moab District Court;
- C. Issue Civil Fines pursuant to the Grand County Consolidated Fee Schedule, this Chapter, and Title 1 of the Grand County General Ordinances;
- D. Issue criminal citations. Any person, firm, entity, or corporation found violating this chapter or the conditions of approval shall be guilty of a Class C misdemeanor; or
- E. Deny the Permittee or Special Event a Special Event Permit for up to the following three (3) years.

8.16.160 Post Event Evaluation

The Committee shall conduct a Post Event Evaluation of each Special Event and may issue an After-Action Report/Improvement Plan, as deemed necessary; provided, however, that the Committee's failure to so conduct a Post Event Evaluation or issue an After-Action Report/Improvement Plan does not constitute a

finding of good standing for any particular Special Event and is not a waiver of remedies hereunder.

8.16.170 Constitutional Right

Grand County recognizes and supports the public's right to assembly and free speech and this Chapter is not intended to, and does not, restrict speech on the basis of its content, viewpoint or message. To the extent the terms herein are ambiguous, the term shall be interpreted to not regulate on the basis of speech content, and the interpretation resulting in the least restriction on the content of speech shall prevail.

8.16.180 COVID-19 Regulations

8.16.180.1 Guidelines

~~All Grand County Permittees and Special Events shall comply with the Utah Transmission Index Guidelines, or similar state COVID-19 guidelines in effect at the time of the Special Event ("Guidelines") as well as any effective Joint Public Health Order of the County and Southeast Utah Health Department ("Order").~~

8.16.180.2 Definitions

- ~~A. "COVID-19" means the Novel Coronavirus Disease 2019 caused by Severe Acute Respiratory Syndrome Coronavirus 2, also known as SARS-CoV-2;~~
- ~~B. "Compliant Event Location" shall mean separate event venues or start/finish times that prevent the co-mingling of persons in excess of the maximum Daily Total Attendance permitted in Section 8.16.180.3, not including essential staff or volunteers. Sufficient separations in venue location shall be no less than ¼ mile and sufficient separations in time shall be 30 minutes or greater.~~
- ~~C. "Face Mask" means a mask that completely covers the nose and mouth, is made of synthetic or natural fabrics, and fits snugly against the nose and sides of the face and under the chin. Face Mask does not include a mask with holes, openings, lace or mesh, or similar weblike construction or material.~~
- ~~D. "Face Shield" means a shield that covers the entire face, including the eyes, nostrils, and mouth, which is made of clear plastic or similar nonpermeable transparent materials.~~
- ~~E. "Fully Vaccinated" means individuals being two weeks past their second dose in a two-dose series, such as the Pfizer or Moderna vaccines, or two weeks past a single-dose vaccine, such as Johnson & Johnson's vaccine (as defined by the CDC).~~
- ~~F. "Household" means an individual or groups of individuals who reside~~

~~in the same residence.~~

~~G. "Person" means the same as that defined in Utah Statute § 68-3-12.5(18).~~

8.16.180.3 COVID-19 Regulations

In addition, at all times during the Special Event (including set up and removal/clean up), a Permittee shall:

- ~~A. require persons attending the special event who are not fully vaccinated to wear a face mask, including in an area of ingress and egress, indoors, except as excepted or exempted by this Section;~~
- ~~B. encourage at least six feet (6') of physical distance between individuals from separate households who attend the special event, including in an area of ingress or egress;~~
- ~~C. post conspicuous signage at each main event staging areas, ingress and egress, and on the event's website that:
 - ~~i. lists COVID-19 symptoms;~~
 - ~~ii. asks employees and customers experiencing COVID-19 symptoms to stay home; and~~
 - ~~iii. informs unvaccinated individuals of the requirements to wear a mask.~~~~
- ~~D. include a notification that face masks are required for individuals who are not fully vaccinated in all event advertising and promotional information, including correspondence with participants;~~

8.16.180.4 Face Mask Exceptions. Notwithstanding any other provision of Grand County COVID-19 guidelines and face mask requirements, an individual who is otherwise required by the Order to wear a face mask may remove the face mask in the following situations:

- ~~A. while the sole occupant of a room, cubicle, or similar enclosure;~~
- ~~B. while communicating with an individual who is deaf or hard of hearing if communication cannot be achieved through other means and the speaker wears a face shield or is located behind a plexiglass barrier;~~
- ~~C. while obtaining or providing a service that requires the temporary removal of the face mask, such as dental service or speech therapy services;~~
- ~~D. while sleeping;~~
- ~~E. while exercising or recreating while:
 - ~~i. outdoors;~~~~

- ii. — indoors if at least six feet (6') of distance is maintained from any individual from a separate household;
- iii. — swimming or on duty as a lifeguard; or
- iv. — actively performing as an athlete at an organized and authorized athletic event;

F. — while engaging in work where wearing a face mask would create a risk to the individual, as determined by government safety guidelines;

G. — when necessary to confirm the individual's identity and if removal is temporary; and

H. — while giving a presentation or performance for an audience, if at least six feet (6') of distance is maintained between the speaker and the nearest individual from a separate household.

8.16.180.5 Face Mask Exemptions. The following individuals are exempt from the Face Mask Requires in Section 8.16.180:

A. — a child who is younger than three (3) years old;

B. — an individual who is unconscious, incapacitated, or otherwise unable to remove the face mask without assistance;

C. — an individual with a medical condition, mental health condition, or intellectual or developmental disability that prevents the individual from safely wearing a face mask; provided, however, that businesses may deny entry or service to a patron who qualifies for an exemption under this Section or may request proof of medical condition, mental health condition, or intellectual or developmental disability prior to permitting entry or service; and

D. — an individual who is incarcerated.

EXHIBIT A

Chapter 8.16 Special Events

Sections:

- 8.16.010 Purpose and Intent**
- 8.16.020 Severability**
- 8.16.030 Definitions**
- 8.16.040 Permits Required**
- 8.16.050 Exceptions**
- 8.16.060 Sales Tax**
- 8.16.070 Special Events Advisory Committee**
- 8.16.080 County Commission**
- 8.16.090 Application Requirements**
- 8.16.100 Fees**
- 8.16.110 Application Review Procedure**
- 8.16.120 Conditions**
- 8.16.130 Grounds for Denial**
- 8.16.140 Enforcement**
- 8.16.150 Remedies and Penalties**
- 8.16.160 Post Event Evaluation**
- 8.16.170 Constitutional Right**
- 8.16.180 COVID-19 Regulations**

8.16.010 Purpose and Intent

It is the purpose of Grand County to regulate assemblage of people requiring mitigation of impacts to the health, safety, peace, comfort and welfare of all persons in Grand County, residents and visitors alike.

8.16.020 Severability

If a provision, clause, sentence, or paragraph of this chapter or application thereof to any person or circumstances shall be ruled invalid, such ruling shall not affect the other provisions or applications of this chapter, and to this end the provisions of this chapter are severable.

If any provision of this Chapter conflicts with any state or county executive or public health order or other temporary regulation, the latter shall govern.

8.16.030 Definitions

- A. “Cost Recovery Surcharge” shall mean a project specific fee to recover costs incurred by Grand County for event-related public safety, utilities, traffic control, and parking, and which may also include or incorporate charges which would otherwise apply for land use permits, building permit fees, temporary structure permits, or other applicable charges.

- B. "Committee" shall mean the Special Events Advisory Committee, the composition, duties and obligations of which are set forth in Section 8.16.070.
- C. "Daily Total Attendance" shall mean and include all registrants, spectators (including family of or crew for the registrants), staff (including agents and subcontractors), volunteers, vendors, and any other participants.
- D. "Permittee" shall mean the applicant for the Special Event, as hereinafter defined, becomes the Permittee when the Special Event permit is signed by the Clerk/Auditor, as defined in Section 8.16.100, County Commission as defined in Section 8.16.080, or other designee of the County.
- E. "Processing Department" shall mean the ~~Moab Area Travel Council ("Travel Council")~~ Economic Development Department ("ED") for events in the county or Old Spanish Trail Arena ("OSTA") for events at the facility.
- F. "Referral Agencies" shall mean Grand County Planning and Zoning, Roads, Building, and Economic Development Departments; Utah Department of Transportation; Utah Highway Patrol; Grand County Sheriff's Office; Moab City Police Department; Grand County Emergency Medical Services; Moab Valley or Thompson Fire Protection Districts; Southeast Utah Health Department; Utah Division of Alcoholic Beverage Control; City of Moab; Town of Castle Valley; San Juan County; federal and state land management agencies; and other agencies the Committee deems appropriate.
- G. "Special Event" shall mean a sporting, cultural, entertainment, commercial, or similar gathering or activity, whether for profit or nonprofit, whether open to the public or not, whether located on private or public land (including trails), occurring for a limited duration not to exceed thirty (30) consecutive days; and:
- i. Where Daily Total Attendance may exceed one hundred persons;
 - ii. Noise that is prohibited by Title 11 of the Grand County General Ordinances may be used or created (the "Noise Ordinance");
 - iii. The County Commission determines that the proposed event will result in identifiable impacts to county services or the health, welfare, peace, comfort, or safety of Grand County residents or visitors; or,
 - iv. Any event available to the public that requires the full or partial closure of a public right of way or use of public property.

By way of illustration but not limitation, Special Events include events where entrance fees are charged, retail sales are conducted, or vendors offer goods or services; races; concerts; dances; exhibitions; lectures; or a public assembly, such as a parade, rally, or celebration, whether open to the public or not. Special Event shall not include non-commercial family or youth events held in a County facility.

~~F.~~ “Special Event Permit” or “Permit” means a certificate or other written approval sought by an applicant for an event as defined in this chapter, granted through the Grand County Commission or its designee, the Clerk/Auditor.

8.16.040 Permits Required

Unless otherwise provided herein, no person, entity, organization, business, firm or other establishment may conduct, organize, establish, institute, operate or sponsor a Special Event in unincorporated Grand County without first obtaining a valid written Special Event Permit issued by Grand County.

In addition, all Special Events shall operate under a valid Grand County business license, or temporary business license, pursuant to Title 5 of the Grand County General Ordinances, as amended.

8.16.050 Exceptions

Weddings, family reunions, neighborhood block parties, garage sales, conferences, and similar events held in a permitted permanent facility consistent with the facility's occupancy and design standards shall not require a Special Event Permit.

8.16.060 Sales Tax

With the exception of religious and charitable entities, all vendors participating in Special Events are required to obtain a Sales Tax Account Number from the Utah Tax Commission prior to application to the Special Events Committee. Religious and charitable entities shall submit proof of 501(c)3 entity status to the Grand County Clerk no less than thirty (30) prior to the Special Event.

Each Special Event Permittee is responsible for ensuring compliance with Utah State Tax Commission requirements. By way of illustration, but not limitation, admission fees, entrance fees, participation fees, tangible goods, merchandise, and prepared food are taxable sales sourced to the county and/or municipality in which the Special Event starts regardless of the location of the business entity or end location.

8.16.070 Special Events Advisory Committee

8.16.070.1 Membership. The County Commission hereby establishes a Special Events Advisory Committee comprised of the following persons or their designee:

Commission Administrator or Associate Administrator;
~~Moab Area Travel Council~~ Economic Development Director;
Old Spanish Trail Arena Director;
County Attorney;
Clerk/Auditor;
One County Commissioner.

8.16.070.2 Duties and Obligations. Subject to Section 8.16.080 and the Governing Documents of the Committee, the Committee shall develop all necessary application forms and documents consistent with and required by this Chapter; review all applications; refer technical matters to the related Referral Agencies; and recommend application approval or denial, with or without conditions, to the Clerk/Auditor or County Commission.

8.16.070.3 Review Guidelines. The County Commission shall adopt Policies and Procedures to govern the Committee's review of special events applications, which Policies and Procedures shall require the Committee to determine whether the special event's economic, entertainment or recreational benefit to the County and its residents outweighs the impact to the County and its residents.

8.16.080 County Commission

The County Commission has the authority to review, approve, or deny any application of interest to the Commission. The Committee shall refer the final approval of complete applications, as reviewed by the Committee, to the County Commission for additional review and final approval where the proposed Special Event:

- A. May significantly impact County services or present a considerable risk to the health, safety, peace, comfort or welfare of citizens;
- B. Requires approval of an exemption to the Noise Ordinance or a temporary land use not expressly permitted in the Grand County Land Use Code;
- C. Involves All-Terrain Vehicles as defined by the Utah Motor Vehicle Act;
- D. Is likely to draw in excess of one thousand (1000) Daily Total Attendance for all event locations per day with the; or
- E. Is likely to generate unbudgeted fiscal impact on the County (staff time, public safety, etc.); ~~or.~~

8.16.080.1 Pre-Authorization Approval List. The Commission may approve a pre-authorization list granting the Clerk/Auditor approval authority for applications otherwise require County Commission review under Section 8.16.080(D). In approving the pre-authorization list, the County Commission may consider the follow criteria:

- A. Event type;
- B. If the event is recurring;
- C. If the event and/or applicant are in good standing with the County;
- D. If the event is locally sponsored; and
- E. If the event is intended to be cultural, community/family, educational or historical.

The Committee may refer any other applications to the County Commission in its sole discretion.

8.16.090 Application Requirements

All applicants shall provide the following information:

- A. Special Events Application and Compliance Fee;
- B. Copy of Applicant's Business License;
- C. Copy of State of Utah Special Event Temporary Sales Tax License;
- D. Name, address, telephone number, and email address of Applicant and single point of contact for each day of Special Event;
- E. The proposed dates and times of operation of the Special Event;
- F. Description of Special Event, including description of all the anticipated elements such as signage, listing types of merchandise, types of food being prepared/sold, alcohol sales, types of live entertainment, sound systems, temporary power, amusement rides, inflatable devices, and/or fireworks;
- G. The proposed event location(s), including address or other identifying information, and for multiple event locations, the distance between them;
- H. The name, address, telephone number, and email address of property owner(s);
- I. ~~Notarized~~ pProperty owner(s) signature(s) authorizing the Special Event on the property;
- J. Anticipated number of total event attendance and average Daily Total Attendance:
 - i. registrants;
 - ii. spectators;
 - iii. staff;
 - iv. volunteers;
 - v. vendors (number and type); and
 - vi. any other participants;
- K. A Site Plan/ Detailed Course Map for each event location:
 - i. An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures. No permanent paint shall be applied to public property for marking course routes;
 - ii. Location, type, number, and description of all temporary structures to be used in the event, including: stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, booths, vehicles, and trailers. If semi-permanent structures are to be included, applicant must supply specific information on how those structures will be anchored to the ground;
 - iii. Location, type, and provider of solid waste, recycling, compost, waste diversion containers;
 - iv. Location, type, and provider of restroom facilities;
 - v. Location of operator's headquarters at the gathering;
 - vi. Location of all beer gardens and cooking areas;
 - vii. The location, size, and type of proposed audio, lighting, visual equipment, open fires or pyrotechnics;
 - viii. Parking areas and overflow parking areas;
 - ix. Shuttle plan;

- x. Entrance and exits;
 - xi. Vendor stations;
 - xii. Fencing and appropriate gates;
 - xiii. Security and parking personnel (if applicable);
 - xiv. Generator locations and/or source of electricity; and
 - xv. First aid and water stations.
- L. 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;
- M. Proof of insurance coverage naming Grand County as an Additional Insured in an amount not less than \$1 million per occurrence and \$2 million aggregate unless a lesser amount is approved in writing by the Commission Administrator or County Attorney;
- ~~N.~~ County Indemnification Agreement;
- ~~O.N.~~ County Compliance Pledge;
- ~~P.O.~~ Applicant's sales tax account number;
- ~~Q.P.~~ Information concerning all admission fee charges, booth fees, rental charges, or similar information relating to fees generated by the event;
- ~~R.Q.~~ Any pertinent information requested by staff concerning impacts generated by the event including traffic control, security, emergency medical services, or other similar information;
- ~~S.R.~~ Pertinent coordination information such as required permits and approvals from the Referral Agencies;
- ~~T.S.~~ Contingency Plan considering any emergency plans, medical service, fire and police, residential notification and mitigation plan;
- ~~U.T.~~ If the special event occurs in the public right of way, a detailed plan identifying the anticipated route, street names, start/finish points, start/finish times, traffic control plans, traffic fixture locations, and anticipated street crossings; and
- ~~V.U.~~ If the special event involves Utah Department of Transportation ("UDOT") managed rights of way, a copy of the UDOT permit.

8.16.100 Fees

- A. Application Fee: Each application shall be accompanied by the nonrefundable Application Fee established by the Grand County Consolidated Fee Schedule. The Application Fee shall be due regardless of location of the Special Event. The Application Fee is due and payable upon submission of an application. Applications shall not be deemed complete until the Application Fee has been paid. The payment of the Application Fee and/or the acceptance of fees by the County shall not constitute approval or otherwise be deemed to signify that the application is complete or appropriate in any manner.
- B. Compliance Fee: Special Events shall be subject to a Compliance Fee which reimburses the County for its costs to ensure compliance with the requirements of this Chapter and the Special Events Permit in the amounts established by the Grand County Consolidated Fee Schedule. Where an event is held in a County Facility, the Permittee shall pay the

fees charged by the County for use of the facility or the Compliance Fee, whichever is greater. The Permittee shall pay the Compliance Fee at least thirty (30) days in advance of the Special Event.

C. Sheriff's Fees: Special Events shall be subject to any applicable Sheriff's Fees as established by the Grand County Consolidated Fee Schedule.

D. Cost Recovery Surcharge: In addition to the Application and Compliance Fees, Special Events shall be subject to a Cost Recovery Surcharge proportionate to impacts and costs generated by the Special Event. The Cost Recovery Surcharge shall reimburse the County for unbudgeted expenses including but not limited to excess public services, staff time, or the like. The Permittee shall pay the estimated Cost Recovery Surcharge at least thirty (30) days in advance of the Special Event, which Cost Recovery Surcharge may be increased within sixty (60) days of the Special Event after invoice by the County in the event of unplanned impacts.

E. Financial Security: The County Commission or Committee may require an applicant to post a cash deposit or other security with the County Clerk/Auditor for all estimated contingent costs prior to the issuance of a Special Event Permit, as a guarantee against fees, damages, cleanup, or loss of public property.

8.16.110 Application Review Procedure

A. Intent to Apply:

~~B.~~i. Applicants must submit an Intent to Apply to the appropriate Processing Department for approval of the dates desired for the Special Events. The Intent to Apply shall include a description of the event, proposed location, number of attendees, and event dates. Upon request of the Intent to Apply, the Processing Department shall approve the dates or work with the applicant to arrange alternative dates. Approval of dates by shall not constitute approval of the proposed Special Event and shall not be deemed a Special Event Permit.

~~C.~~B. Initial Special Event Advisory Committee Review:

i. The Committee shall conduct an initial review of the Intent to Apply to determine if the proposed event is in compliance with local, state and federal laws as well as County Ordinances and Resolutions. The Committee shall all identify the approval authority as defined in Section 8.16.080. The Committee may identify additional conditions, requirements and/or request additional information. The Committee shall provide, in writing, through the Processing Department, approval to proceed with the application. If the event is non-compliant with local, state or federal, and/or County Ordinances or Resolutions, the Committee

shall provide, in writing, through the Processing Department findings of fact regarding the denial.

~~D.C.~~ Application Submission:

- i. Upon written approval to proceed with the application submission, the Processing Department shall work with the applicant to submit a complete Special Event Permit Application.

~~E.D.~~ Referral Agency Review:

- i. When the Processing Department confirms the application is complete, the application shall be reviewed by the Referral Agencies.
- ii. Referral Agencies shall provide agency-specific approval or denial, with or without conditions within five (5) business days. The Processing Department may proceed to The Committee review without all Referral Agencies approval or denial after five (5) business days.

~~F.E.~~ Special Event Advisory Committee Application Review:

- i. The Processing Department shall send the complete application to The Committee following the Referral Agency review.
- ii. The Committee shall review the application and make a formal recommendation to the Clerk/Auditor or Commission to approve or deny the application, with or without conditions.
- iii. The Processing Department shall submit a permit with conditions for approval to the Clerk/Auditor or Commission for the necessary signature.
- iv. Upon signing of the permit, the Processing Department shall notify the applicant of approval or denial, with or without conditions, in writing to the applicant. The Processing Department shall send both the applicant and Referral Agencies a copy of the signed permit.

~~G.F.~~ Submission Deadlines:

- i. The Intent to Apply shall be submitted to the Processing Department a minimum of one hundred and twenty (120) days in advance of the proposed Special Event. This deadline may be waived at the discretion of the Committee if a complete application is received, minimal impacts are anticipated, additional services or emergency response is not necessary or otherwise expected for the event, requested dates are available, and available staff time is adequate to fully process the application. The Committee may also require additional time if questions or concerns arise.

~~ii.~~ _____

~~C.~~ The Committee shall review the application for consistency and compliance with this Chapter and County law, including the Grand County land use zone and the General Ordinances. As necessary, the Committee may request additional information from the applicant and shall refer review of the application to the Referral Agencies as necessary.

~~G.~~

~~D. F~~The Committee shall provide a written recommendation for approval or denial (with or without conditions) to the Clerk/Auditor or Commission at least forty-five (45) days before the proposed Special Event.

H.

~~E.~~A Special Events Permit authorized by this section shall be valid for the dates specified therein, subject to Section 8.16.120 below.

8.16.120 Conditions

The County Commission, the Clerk/Auditor, or the OSTA Director may impose conditions on the Special Events Permit to protect the health, safety, peace, comfort and welfare of Grand County residents and visitors. Conditions may include, but are not limited to:

- A. security requirements;
- B. Grand County Local Consent with approval conditional upon receiving DABC permit for alcohol;
- C. liability insurance and/or additional insurance coverage,
- D. damage deposit or surety bonds;
- E. cost recovery surcharge;
- F. additional indemnification and/or liability waivers;
- G. limits upon days or hours operation, number of participants, size and type of lighting, acreage and location, audio or visual equipment, or noise;
- H. provision of emergency medical, fire protection, and/or law enforcement services (such as vehicle escorts, crowd control, and/or traffic control);
- I. additional parking and/or traffic control;
- J. waste removal and sanitation; and
- K. other similar requirements to promote public health, safety, peace, comfort and welfare of Grand County residents and visitors.

The Permittee shall provide proof that all conditions are met at least thirty (30) days before the Special Event or the Special Events Permit shall be void and of no further force or effect.

8.16.130 Grounds for Denial

A special event is a privilege. Thus, the Committee, or the County Commission may deny an application for a Special Events upon written Final Decision explaining the reasons for the denial, including but are not limited to:

- A. Applicant submits incorrect, incomplete, or false information;
- B. 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 morals, or may result

- in an unreasonable inconvenience or cost to the public;
- C. The zoning of the proposed event site does not permit the use contemplated by the applicant;
 - D. Applicant refuses or fails to pay required fees or to comply with permit requirements or conditions;
 - E. Impacts associated with the proposed Special Event cannot be mitigated;
 - F. Applicant does not meet the deadlines and timelines required herein;
 - G. 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;
 - H. 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
 - I. 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 Chapter 1.16 of the Grand County General Ordinances, as amended.

8.16.140 Enforcement

The County or its designee may conduct inspections before, during, and after a Special Event to ensure compliance with this ordinance, approved plans, and conditions of approval. The Special Events Permittee shall provide access to all areas of the Special Event the County deems necessary and provide the number of access credentials requested.

8.16.150 Remedies and Penalties

In the event a Permittee or Special Event is violating local, state, or federal law or conditions of approval, the County shall have the following remedies:

- A. Cancel or stop the Special Event and/or revoke the Special Event Permit;
- B. Seek an injunction in the Moab District Court;
- C. Issue Civil Fines pursuant to the Grand County Consolidated Fee Schedule, this Chapter, and Title 1 of the Grand County General Ordinances;
- D. Issue criminal citations. Any person, firm, entity, or corporation found violating this chapter or the conditions of approval shall be guilty of a Class C misdemeanor; or
- E. Deny the Permittee or Special Event a Special Event Permit for up to the following three (3) years.

8.16.160 Post Event Evaluation

The Committee shall conduct a Post Event Evaluation of each Special Event and may issue an After-Action Report/Improvement Plan, as deemed necessary; provided, however, that the Committee's failure to so conduct a Post Event Evaluation or issue an After-Action Report/Improvement Plan does not constitute a

finding of good standing for any particular Special Event and is not a waiver of remedies hereunder.

8.16.170 Constitutional Right

Grand County recognizes and supports the public's right to assembly and free speech and this Chapter is not intended to, and does not, restrict speech on the basis of its content, viewpoint or message. To the extent the terms herein are ambiguous, the term shall be interpreted to not regulate on the basis of speech content, and the interpretation resulting in the least restriction on the content of speech shall prevail.

8.16.180 COVID-19 Regulations

8.16.180.1 Guidelines

~~All Grand County Permittees and Special Events shall comply with the Utah Transmission Index Guidelines, or similar state COVID-19 guidelines in effect at the time of the Special Event (“Guidelines”) as well as any effective Joint Public Health Order of the County and Southeast Utah Health Department (“Order”).~~

8.16.180.2 Definitions

- ~~A. “COVID-19” means the Novel Coronavirus Disease 2019 caused by Severe Acute Respiratory Syndrome Coronavirus 2, also known as SARS-CoV-2;~~
- ~~B. “Compliant Event Location” shall mean separate event venues or start/finish times that prevent the co-mingling of persons in excess of the maximum Daily Total Attendance permitted in Section 8.16.180.3, not including essential staff or volunteers. Sufficient separations in venue location shall be no less than ¼ mile and sufficient separations in time shall be 30 minutes or greater.~~
- ~~C. “Face Mask” means a mask that completely covers the nose and mouth, is made of synthetic or natural fabrics, and fits snugly against the nose and sides of the face and under the chin. Face Mask does not include a mask with holes, openings, lace or mesh, or similar weblike construction or material.~~
- ~~D. “Face Shield” means a shield that covers the entire face, including the eyes, nostrils, and mouth, which is made of clear plastic or similar nonpermeable transparent materials.~~
- ~~E. “Fully Vaccinated” means individuals being two weeks past their second dose in a two-dose series, such as the Pfizer or Moderna vaccines, or two weeks past a single-dose vaccine, such as Johnson & Johnson's vaccine (as defined by the CDC).~~
- ~~F. “Household” means an individual or groups of individuals who reside~~

~~in the same residence.~~

~~G. “Person” means the same as that defined in Utah Statute § 68-3-12.5(18).~~

~~8.16.180.3 COVID-19 Regulations~~

~~In addition, at all times during the Special Event (including set up and removal/clean up), a Permittee shall:~~

- ~~A. require persons attending the special event who are not fully vaccinated to wear a face mask, including in an area of ingress and egress, indoors, except as excepted or exempted by this Section;~~
- ~~B. encourage at least six feet (6') of physical distance between individuals from separate households who attend the special event, including in an area of ingress or egress;~~
- ~~C. post conspicuous signage at each main event staging areas, ingress and egress, and on the event’s website that:
 - ~~i. lists COVID-19 symptoms;~~
 - ~~ii. asks employees and customers experiencing COVID-19 symptoms to stay home; and~~
 - ~~iii. informs unvaccinated individuals of the requirements to wear a mask.~~~~
- ~~D. include a notification that face masks are required for individuals who are not fully vaccinated in all event advertising and promotional information, including correspondence with participants;~~

~~**8.16.180.4 Face Mask Exceptions.** Notwithstanding any other provision of Grand County COVID-19 guidelines and face mask requirements, an individual who is otherwise required by the Order to wear a face mask may remove the face mask in the following situations:~~

- ~~A. while the sole occupant of a room, cubicle, or similar enclosure;~~
- ~~B. while communicating with an individual who is deaf or hard of hearing if communication cannot be achieved through other means and the speaker wears a face shield or is located behind a plexiglass barrier;~~
- ~~C. while obtaining or providing a service that requires the temporary removal of the face mask, such as dental service or speech therapy services;~~
- ~~D. while sleeping;~~
- ~~E. while exercising or recreating while;
 - ~~i. outdoors;~~~~

- ~~ii. indoors if at least six feet (6') of distance is maintained from any individual from a separate household;~~
- ~~iii. swimming or on duty as a lifeguard; or~~
- ~~iv. actively performing as an athlete at an organized and authorized athletic event;~~

~~F. while engaging in work where wearing a face mask would create a risk to the individual, as determined by government safety guidelines;~~

~~G. when necessary to confirm the individual's identity and if removal is temporary; and~~

~~H. while giving a presentation or performance for an audience, if at least six feet (6') of distance is maintained between the speaker and the nearest individual from a separate household.~~

8.16.180.5 Face Mask Exemptions. The following individuals are exempt from the Face Mask Requires in Section 8.16.180:

~~A. a child who is younger than three (3) years old;~~

~~B. an individual who is unconscious, incapacitated, or otherwise unable to remove the face mask without assistance;~~

~~C. an individual with a medical condition, mental health condition, or intellectual or developmental disability that prevents the individual from safely wearing a face mask; provided, however, that businesses may deny entry or service to a patron who qualifies for an exemption under this Section or may request proof of medical condition, mental health condition, or intellectual or developmental disability prior to permitting entry or service; and~~

~~D. an individual who is incarcerated.~~

**GRAND COUNTY, UTAH
ORDINANCE NO. ____ (2022)**

**TO REPEAL ORDINANCE NO. 643 AND CHAPTER 8.16 (SPECIAL EVENTS) OF THE
GRAND COUNTY GENERAL ORDINANCES AND ADOPT NEW
CHAPTER 8.16 (SPECIAL EVENTS)**

WHEREAS, Grand County recognizes the value of special events to the economy, tourism, and quality of life experienced in the community;

WHEREAS, Grand County has an important and compelling governmental interest in regulating the needs and impacts associated with special events in order to protect property, public health, safety, and welfare and provide for orderly crowd movement and traffic safety, personal privacy, noise and litter control;

WHEREAS, Grand County desires to establish reasonable and uniform time, place and manner regulations governing the permitting and operation of special events in order to establish clear rules and an efficient process for event sponsors and county administration;

WHEREAS, as provided in Utah Code § 17-50-302, the County may exercise powers and perform functions that are reasonably related to the “safety, health, morals, and welfare of County inhabitants;”

WHEREAS, in further exercise of the County’s general powers, as provided in Utah Code § 17-53-223, the county may “pass all ordinances and rules and make all regulations, not repugnant to law, necessary for carrying into effect or discharging the powers and duties conferred by this title, and as are necessary and proper to provide for the safety, and preserve the health, promote the prosperity, improve the morals, peace, and good order, comfort, and convenience of the county and its inhabitants, and for the protection of property in the county;”

WHEREAS, as provided in Utah Code § 17-53-216, the County may adopt ordinances which provide for the licensing of businesses defined as “any enterprise carried on for the purpose of gain or economic profit,” within their jurisdictions for the purpose of regulation and includes the power to deny, revoke, or suspend such license;

WHEREAS, under such statutory authority as cited above and in exercise of its general powers, the County has the authority to issue special events permits and regulate the same, which authority includes the power to deny, revoke, or suspend such permits;

WHEREAS, the previously named Grand County Council enacted Ordinance No. 627 (2021) to license and regulate special events held in Grand County; adopt uniform procedures to promote

and protect the rights of those organizing special events, those participating in them, and Grand County residents;

WHEREAS, the County repealed and replaced Ordinance No. 627 (2021) with Ordinance No. 637 (2021) to update Chapter 8.16 to restructure the Special Event Committee membership, and update COVID-19 guidelines;

WHEREAS, the County repealed and replaced Ordinance No. 637 (2021) with Ordinance No. 643 (2021) to update Chapter 8.16 to restructure to the modify the approval authority, review process and requirements, and update COVID-19 guidelines;

WHEREAS, the County seeks to update Chapter 8.16 to remove COVID-19 guidelines and requirements;

WHEREAS, the County Commission held a public meeting on April 19, 2022 to consider this matter; and

WHEREAS, the Grand County Commission has determined that it is in the best interests of the citizens of Grand County to repeal and replace Chapter 8.16 and Ordinance No. 643.

NOW, THEREFORE, BE IT ORDAINED that the Grand County Commission hereby:

1. Repeals Ordinance No. 643 and Chapter 8.16 (Special Events) of the Grand County General Ordinances; and
2. Adopts new Chapter 8.16 (Special Events) of the Grand County General Ordinances as set forth in *Exhibit A*.

ADOPTED by the Commission in a public meeting on April 15, 2022 as follows:

Those voting aye:

Those voting nay:

Those absent:

Grand County Commission:

ATTEST:

Jacques Hadler, Chair

Gabriel Woytek, Clerk/Auditor

COMMON INTEREST, JOINT DEFENSE, ATTORNEY WORK PRODUCT, AND EXCHANGE OF CONFIDENTIAL INFORMATION AGREEMENT

The City of Moab (“**Moab**”) and Grand County (“**County**”) (collectively, the “**Clients**”) hereby enter into this Common Interest, Joint Defense, Attorney Work Product, and Exchange of Confidential Information Agreement (“**Agreement**”) by and through their respective undersigned counsel (together with Clients referred to hereinafter as the “**Parties**”) for the reasons and in the manner set forth below.

WHEREAS, Moab was served with a Notice of Claim, dated March 3, 2022, from the offices of Freeman Lovell on behalf of 14 individual claimants (“**Notice of Claim Claimants**”), challenging Moab City Ordinance 2021-07, adopted on April 27, 2021, as it relates to ATV.

WHEREAS, the County was served with a Notice of Claim, dated March 2, 2022, from the offices of Freeman Lovell on behalf of the same Notice of Claim Claimants, challenging the County’s ordinances in Titles 5 and 11 relating to ATVs.

WHEREAS, based on the Notices of Claim and reasonably anticipated litigation involving Moab, the County, and the Notice of Claim Claimants, the Clients anticipate that any action taken by the Clients is likely to be challenged by the Notice of Claim Claimants and result in litigation with those or other third parties; and

WHEREAS, the Clients therefore share common issues and concerns, and are mutually interested in strategies and in structuring any resolution in a way that either avoids litigation with third parties or, if litigation occurs, will give Clients the greatest likelihood to prevail against challenges brought by third parties; and

WHEREAS, the Clients desire to take all lawful, ethical, and proper steps to ensure that their respective counsel are free to share and exchange information, strategies, legal theories, documents, and other confidential information and to allow interviews of, and discussions with, Clients and their agents, officers, officials, and employees in order to advance the resolution of issues raised in the Notices of Claim in a way that avoids litigation or places the Clients in a favorable position to defend against potential challenges from third parties while protecting the Clients’ respective rights and interests; and

WHEREAS, the Parties enter into this Agreement in the informed belief that the law permits parties with common interests and their counsel to share and exchange information in a common effort to prepare for and conduct litigation in which they are or may in reasonable likelihood become parties, and to enhance their respective counsel’s ability to represent them in defending against such litigation without thereby waiving any privilege or claim of confidentiality with respect to the information shared; and

WHEREAS, the Parties have a special relationship and interest in regulating unreasonable noise in Moab and the County resulting from the use of ATVs; and

WHEREAS, the Clients wish to continue and pursue the Clients’ common interests, and to avoid any suggestion or claim of waiver of the confidentiality or immunity of communications and documents protected by the attorney-client privilege, the work-product doctrine, or any other privilege or immunity; and

WHEREAS, it is the undersigned counsel's intent and understanding that communications between the undersigned counsel and their respective Clients, and any joint interviews of, and discussions with, their respective Clients and the Clients' representatives and/or prospective witnesses or any interviews obtained by the undersigned counsel with the knowledge, consent, and on behalf of the other undersigned counsel, are and will remain confidential and are and will continue to be protected from disclosure to any third party by the Clients' attorney-client privilege, the attorneys' work-product immunity, Utah Code Ann. § 63G-2-305(17), (18), and (23), and other applicable privileges and immunities, except as set forth herein; and

WHEREAS, the undersigned counsel have mutually concluded, on the basis of currently available information, that no conflict of interest appears to exist between the Clients with respect to the limited scope of this Agreement covering strategy for investigation into and resolution of the Notices of Claims and any related potential disputes or litigation by third parties, and that the respective interests of their Clients will be best served by a common and joint defense with respect to any allegations anticipated to be asserted by third parties (the "**Joint Defense**"); and

WHEREAS, in order to pursue the Clients' common interest, including, if necessary, a joint defense, effectively, the undersigned counsel also have concluded that, from time to time, the mutual interests of their respective Clients will be best served by sharing documents, drafts, factual material, mental impressions, memoranda, interview reports, interviews of clients, investigative reports, litigation strategies, expert analyses and opinions, and other information, including confidential and/or privileged communications relevant to the Joint Defense, all of which will hereinafter be referred to as the "**Joint Defense Materials**" (but only to the extent that such materials and/or information were not already in possession of a signatory to this Agreement prior to the communication of such material and/or information or was thereafter independently obtained); and

WHEREAS, it is this Agreement's purpose to ensure that any exchange and/or disclosure of Joint Defense Materials contemplated herein does not in any way diminish their confidentiality nor constitute a waiver of any privilege or immunity otherwise available; and

WHEREAS, the Parties would not disclose the Joint Defense Materials to each other but for their common legal interests and the existence of this Agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Clients agree to exchange or disclose Joint Defense Materials to one another, and each authorizes its counsel to disclose Joint Defense Materials to the other Client's counsel, where relevant, helpful, and/or necessary in the pursuit of the Clients' common or mutual legal interests.

2. The Parties agree that such exchanges or disclosures are not intended to diminish the confidentiality of any exchanged or disclosed Joint Defense Materials or to waive any privilege or immunity applicable to the Joint Defense Materials.

3. Except as provided herein, all Joint Defense Materials will remain confidential and will be protected from disclosure to any other parties as a result of the attorney-client privilege, the work-product doctrine, Utah Code Ann. § 63G-2-305(17), (18), and (23), and/or other applicable privileges or immunities.

4. The Parties agree to maintain at all times the confidentiality of any exchanged or disclosed Joint Defense Materials. Absent prior written approval from the Client and its respective counsel, the Parties will only disclose the Joint Defense Materials to the Clients, their undersigned counsel, and those individuals under their direct supervision or control who are involved in the Joint Defense (including the Parties' officers, employees, agents, insurers, and attorneys within undersigned counsels' firms, all of whom also will be bound by this Agreement). It is expressly understood that nothing contained in this Agreement will limit the right of any of the Parties to disclose to anyone as they see fit any of their own documents or information, or any documents or information obtained independently and not pursuant to this Agreement.

5. The Parties will advise all persons permitted access to shared Joint Defense Materials that the information is privileged and subject to the terms of this Agreement.

6. Nothing in this Agreement will be construed to affect, restrain, or inhibit the separate and independent representation of each Client by its respective counsel according to what counsel believes to be in its Client's best interests. The Parties recognize each other's right to conduct separate investigations and witness interviews, and to devise separate legal strategies, without necessarily sharing any such information with the other Party to this Agreement. Nothing in this Agreement will obligate any signatory to share or communicate any Joint Defense Materials with the other Party.

7. The Clients' counsel will use exchanged or disclosed Joint Defense Materials and the information contained therein solely for the Joint Defense and for no other purpose. If another person or entity requests or demands any Joint Defense Material by discovery request, subpoena, or otherwise, the Clients' counsel will take all steps necessary to assert and protect any privilege for the Joint Defense Materials, including, but not limited to, permitting the other Party a reasonable opportunity to intervene and be heard, and otherwise cooperating with the other Party to enable it to take any other appropriate steps to protect its rights under this Agreement.

8. Any Party may assert the privilege afforded under this Agreement as to any privileged and confidential communication in any proceeding.

9. The Parties agree that they will not make any claim that the exchange or disclosure of any Joint Defense Materials pursuant to this Agreement constitutes a waiver of any privilege applicable to the Joint Defense Materials.

10. The Parties are prohibited from using any Joint Defense Materials that are clearly identified by a disclosing party as Joint Defense Materials against the interests of the disclosing Party. Notwithstanding the foregoing, this Section 10 will not preclude a Party from using information that is discovered independently of any Joint Defense Materials.

11. This Agreement does not preclude any Party from taking any position or engaging in any representation that is adverse to another Party or Client. In the event any Party determines that its interests may be adverse to the interests of any other Party, or becomes aware of any other circumstances inconsistent with the maintenance of a joint defense privilege, such Party will immediately notify the other Party and withdraw from this Agreement, and both Parties will return to the other Party all previously received Joint Defense Materials. The withdrawal will not affect the privileged nature of any Joint Defense Materials exchanged or disclosed prior to the date of withdrawal, and the Clients and their counsel will continue to honor the obligations of confidentiality in this Agreement notwithstanding the withdrawal.

12. Nothing contained herein will be deemed to create an attorney-client relationship between any attorney and anyone other than the client of that attorney, and the fact that any attorney has entered into this Agreement will not in any way preclude that attorney from representing any interests that may be construed to be adverse to any other party to this Agreement or be used as a basis for seeking to disqualify any counsel in the above-identified matter or any other present or future proceeding. No attorney who has entered into this Agreement will be disqualified from examining or cross-examining any party to this Agreement who testifies at any proceeding because of such attorney's participation in this Agreement, and it is herein represented that each undersigned counsel has specifically advised its respective clients regarding this clause.

13. Nothing in this Agreement alters any Party's rights to obtain Joint Defense Materials or other confidential information from another party, where the seeking party would otherwise have such rights through pretrial discovery absent this Agreement. Notwithstanding any other provision herein, in the event of any other adversarial action, proceeding, or litigation between the parties hereto, nothing in this Agreement will be construed to prevent a party hereto from revealing, using, or introducing in such action, proceeding, or litigation any Joint Defense Materials or other confidential information that is otherwise obtained through discovery or from independent third-party sources.

14. Shared Joint Defense Materials will not be disseminated to any other counsel representing individuals or entities involved or concerned with the above-identified matters unless the Parties consent and unless such counsel has executed an addendum to this Agreement that incorporates every provision of this Agreement ("**Addendum**"). If any of the Clients retain other counsel, the Parties will not disclose Joint Defense Materials to such other counsel until they have executed an Addendum. Any disclosure in accordance with this paragraph will not diminish in any way the confidentiality of the Joint Defense Materials disclosed and will not constitute a waiver of any applicable privilege.

15. The Parties intend by this Agreement to protect from disclosure all information and documents shared among any Parties or between counsel or any consultant to the greatest extent permitted by law, regardless of whether the sharing occurred before execution of this Agreement. The Parties recognize and agree that a joint defense/common interest agreement existed between the Parties prior to the execution of this Agreement.

16. Each of the Clients is free to withdraw from this Agreement upon prior written notice to the others. If a Party withdraws from this Agreement, the withdrawing Party will promptly return or destroy all received Joint Defense Materials and copies thereof and will continue to preserve the confidentiality of all Joint Defense Materials learned or disclosed pursuant to this Agreement. After the date of a Party's withdrawal, the withdrawing Party and the remaining Parties will remain obligated to preserve the confidentiality of all Joint Defense Materials received or disclosed pursuant to this Agreement. In the event this Agreement is terminated, the Parties agree to preserve after the date of termination the confidentiality of all Joint Defense Material received or disclosed pursuant to this Agreement. Injunctive relief may be sought by any of the Parties to prevent another party to this Agreement from disclosing or using shared Joint Defense Materials in violation of this Agreement.

17. This Agreement will not constitute or be interpreted, construed, or used as evidence of any admission of liability, law, or fact, a waiver of any right or defense, or an estoppel against any Party by the Parties as among themselves or by another person not a Party. Additionally, nothing in this Agreement is intended or should be construed to limit, bar, or otherwise impede the enforcement of any term or

condition of the Agreement against any Party to this Agreement.

18. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

19. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter covered by the Agreement.

20. This Agreement will be interpreted under the substantive laws of the State of Utah, without giving effect to choice-of-law principles thereof.

21. This Agreement is effective upon the execution of all the Parties and will remain in effect until the Parties individually decide or jointly agree to terminate this Agreement. Either Party may terminate this Agreement at any time upon 30 days' written notice to the other Party.

22. The recitals of this Agreement are incorporated as if set forth fully herein.

23. Moab and the County are both governmental entities subject to the Governmental Immunity Act (the "Act"), Utah Code § 63G-7-101, et seq. Except as may be provided in § 63G-7-301 of the Act (i.e., waiver as to contractual obligations under this agreement), neither Party waives any other rights, defenses or limitations available under the Act.

24. All notices and other communications, required or permitted to be given hereunder, will be in writing and will be deemed to have been duly given and delivered as of the date the notice is sent, if delivered by mail or email to the following addresses, which the parties may change from time to time in writing:

City of Moab
c/o Kathryn Steffey
257 E. 200 S., Suite 500
Salt Lake City, Utah 84009
ksteffey@shutah.law

Grand County
c/o of Christina Sloan
Grand County Attorney
125 East Center Street
Moab, Utah 84532
csloan@grandcountyutah.net

With a copy to:
Nathan Bracken
Moab City Attorney
nbracken@shutah.law

[signatures on following page]

Dated: _____

CITY OF MOAB

Mayor Joette Langianese

Attest:

City Recorder

Counsel for CITY OF MOAB

Nathan S. Bracken
Smith Hartvigsen, PLLC

Dated: _____

GRAND COUNTY

Jacques Hadler, Chair
County Commissioner

ATTEST:

Gabriel Woytek, Grand County Clerk/Auditor

Counsel for GRAND COUNTY

Christina Sloan
Grand County Attorney

**Southeast Utah Riparian Partnership
(SURP)
Memorandum of Understanding
(MOU)**

I. Participating Organizations

- | | |
|--|---|
| A. Bureau of Land Management (BLM),
Moab Field Office | L. Utah School and Institutional Trust
Lands Administration |
| B. BLM, Monticello Field Office | M. Grand County, Utah |
| C. National Park Service (NPS), Southeast
Utah Group | N. San Juan County, Utah |
| D. U.S. Department of Agriculture (USDA)
Forest Service | O. City of Moab |
| E. U.S. Fish and Wildlife (USFW) | P. Town of Castle Valley |
| F. U.S. Geological Survey (USGS) | Q. Grand Canyon Trust |
| G. Utah Department of Transportation | R. The Nature Conservancy |
| H. Utah Division of Parks and Recreation | S. Rim to Rim Restoration |
| I. Utah Division of Wildlife Resources | T. Plateau Restoration |
| J. Utah Division of Forestry Fire and State
Lands | U. Grand Conservation District |
| K. Utah State University Extension, Moab | V. Department of Energy (DOE) Office of
Environmental Management (EM) Moab
Uranium Mill Tailings Remedial Action
(UMTRA) Project |

II. Purpose

Pursuant to this Memorandum of Understanding (MOU), all signing parties will collaborate on a work scope of mutual benefit related to the SURP objectives stated in this MOU.

III. Background

The SURP, formerly Southeast Utah Tamarisk Partnership, has been meeting since 2006 to address the impacts of invasive plants including tamarisk, Russian olive, Ravenna grass in the riparian areas along the Colorado River and its tributaries. The Partnership has focused work in the reaches from the Utah state line to the San Juan River and its tributaries. Through SURP local communities, governmental agencies, non-profit and private companies, and landowners work together to share information and project opportunities. In addition, the group develops, maintains and shares tools for better planning, implementation, and collaboration on projects.

In recent years the group's focus has shifted from phreatophyte-specific vegetation mitigation to addressing impacts in the riparian areas in the region, including science-based efforts to remove invasive plants and regenerate native plant communities, and to address other human-driven impacts including recreation in these areas.

IV. Objective

The objective of this collaboration is to foster ecosystems that are resilient to change and disturbance through science-based treatments, projects, monitoring, coordination, and data sharing. Goals include mitigating human impacts in riparian areas in Southeast Utah through education and outreach efforts as well as aligning projects involving multiple agencies, and acting as a public resource for understanding ecological processes and fostering stewardship.

V. Scope Definition

This MOU will span a period of five years and involve mutual cooperation within SURP signing organizations with the intent to develop a comprehensive plan to:

1. Control non-native invasive tamarisk and Russian olive
2. Re-vegetate impacted areas with appropriate vegetation
3. Monitor outcomes
4. Identify long-term maintenance strategies
5. Structure educational efforts
6. Identify important research questions and activities
7. Prioritize actions
8. Identify potential funding opportunities

The SURP goal is to provide a path forward that will improve the riparian habitat of the Colorado River and its tributaries in a manner that meets the needs and values of the communities, land managers, and private landowners; and places the area in the best position to garner future funding to address the problem.

VI. Agreements and Responsibilities

The signing parties agree to:

1. Collaborate to provide information and expertise
2. Develop objectives and acceptable alternatives to meet the objectives
3. Share knowledge of best practices for the Southeast Utah region
4. Provide technical expert assistance, when possible
5. Handle their own activities and utilize their own resources
6. Carry out separate activities in a coordinated and mutually beneficial manner

This MOU is not intended to, and does not create any right, benefit, or trust responsibility or procedural, enforceable at law or equity, by a party, against the United States of America, its agencies, its officers, or any person.

VII. Financial Responsibility

Nothing in this MOU shall obligate the signing parties, their agencies, communities, or organizations to obligate or transfer funds. Federal agencies and Cooperators and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditures of their own

funds, in pursuing these objectives. There are no expectations for any exchange of funds among the SURP parties.

This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement of contributions of funds between the signing parties will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the signing parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such cooperators of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

VIII. Legal Authority

The National Park Service may enter into this MOU through the general management authorities contained in 16 U.S.C. Sections 1 through 3.

The Bureau of Land Management may enter into this MOU under the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1737, Sec 307.

The Utah Division of Forestry, Fire, and State Lands may enter into this MOU under the provisions contained in Utah Code 65A-9-3: Authority of division to control noxious weeds, plant species, and insects.

The Department of Energy (DOE) Office of Environmental Management (EM) Moab Uranium Mill Tailings Remedial Action (UMTRA) Project enters into this MOU under the authority of Section 646 of the DOE Organization Act (Pub. L.96-91), as amended (42 U.S.C. § 7256).

The United States Forest Service (USFS) may enter into this MOU under USFS Authority FSH 1509.11 Ch.60.1

IX. Terms of Understanding

This MOU shall be effective upon the signature of both Parties and shall remain in effect for five (5) years or until a date mutually agreed upon by both Parties with rescission in writing. Either Party may rescind this MOU. The Party intending to rescind must give the other Party at least 30 days written notice of its intent to rescind. Signing parties may propose written modifications to this MOU between the effective date and date of termination. This MOU will not automatically renew at the date of expiration. This MOU is not intended to, and does not, create or modify any current legal obligations for any signing parties. All efforts associated with executing activities covered by this agreement will be within the appropriate scope and execution of current appropriations and authorizations for the signing parties' offices.

X. Required Clauses

i. Civil Rights

During the performance of this MOU the participants will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age or sex.

ii. Promotions

The participants will not publicize or otherwise circulate promotional materials which state or imply endorsement of a product, service, or position of this MOU by any participant.

iii. Publications of Results of Studies

No party will unilaterally publish a publication with data or information from other MOU signatories without consulting the other parties. This restriction does not apply to popular publication of previously published technical matter. The USGS will also foremost need to meet its Fundamental Science Practices guidelines, which represent comprehensive internal and external policies and procedures for ensuring the quality and integrity of the agency's science. Publications pursuant to this MOU may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, any one party may publish data after due notice and submission of the proposed manuscripts to the others. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

iv. Freedom of Information Act (FOIA)

Any information furnished to the Forest Service under this MOU is subject to the FOIA (5 USC 552).

v. Participation in Similar Activities

This instrument in no way restricts any signing parties from participating in similar activities with other public or private agencies, organizations, and individuals.

XI. Participating Organization Signatures

Nicollee Gaddis-Wyatt, Field Manager BLM Moab Field Office Date

, Field Manager BLM Monticello Field Office Date

Patricia Trapp, Superintendent, Southeast Utah Group National Park Service Date

Michael Engelhart, District Ranger, Moab/Monticello Ranger District, USFS Date

Jason Johnson, Southeast Area Manager, Utah Division of Forestry Fire and State Lands Date

, Region Manager, Utah Division of Parks and Recreation Date

Makeda Hansen, Habitat Program Manager, Utah Division of Wildlife Resources Date

Kristina Young, Extension Assistant Professor, USU Extension Date

, Utah School and Institutional Trust Lands Date

, US Geological Survey Date

, Field Office Supervisor, US Fish and Wildlife Service Date

, District Engineer, Utah Department of Transportation Date

, Chair, Grand County Council Date

, San Juan County Date

, City of Moab Date

, Town of Castle Valley Date

, Grand Canyon Trust Date

, The Nature Conservancy Date



Kara Dohrenwend, Director, Rim to Rim Restoraton Date

Michael Smith, Director, Plateau Restoration Date

, Chair, Grand Conservation District Date

Russell J. McCallister , DOE EM Moab UMTRA Project Date

Commission Assignment Summary 2022 - by member

ASSIGNMENT - by member	Vote	Rep/Liaison	Meeting Dates & Times, 2021	Location
Arches Hotspot Region Coordinating Committee		Evan		
Arches SSD Board	yes	Evan	Monthly - 3rd Thursday @ 4 pm	Fairfield Inn & Suites
Boundary Commission	yes	Evan	as needed, at least once a year	Chambers
Building Codes Board of Appeals	no	Evan	as needed	
Cemetery Maintenance District Board	yes	Evan	Monthly - 2nd Tues @ 6 pm, except Dec mtg @ 5:30 pm	Dist Ofc 2651 SVD
Emergency Medical Services SSD	yes	Evan	Monthly - 3rd Tuesday @ 9 am	EMS, 520 E. 100 N.
Sand Flats Stewardship Committee	yes	Evan	2nd Thurs quarterly beginning in March, @ 3pm	Ofc 156 E. 100 N.
Canyonlands Healthcare SSD Board (CHCSSD)	yes	Evan	Monthly - 2nd Thurs @ 5:30 pm	Hospital room 3
Economic Development Advisory Board	yes	Mary	Quarterly every 3rd Thurs: March, June, Sept, Dec, @ 3-5 pm	Chambers
Economic Development Corporation of Utah	N/A	Mary	as needed	
Economic Diversification Advisory Council	yes	Jacques	Monthly - 1st Wed. @ 3 pm	Chambers
Mental Health Board (Four Corners)	yes	Josie	4th Tues every other month; Jan, Mar, May, Jul, Sep, Nov, @ 2:45 pm	Green Rvr 460 E Main
Public Health Board (Health Department)	yes	Josie	4th Tuesday, every other month beg. Jan, 5-7 pm	Green River City Ofc, 460 E. Main
SEUALG (Southeastern Utah Association of Local Government)/CDBG	yes	Trish	4th Thurs @ 12 pm with occasional date changes	Price/Moab
Special Events Committee		Josie	as needed / quarterly	Chambers
Tripartite Board - AOG (CSBG)		Trish	4th Thur @ 10 am: March, July, Oct, Dec	Video conf/ Price
UAC (Utah Association of Counties)		Josie		
Chamber of Commerce	N/A	Jacques	4th Wed. @ 8:30 am	Zions Bank
Film Commission Committee	N/A	Jacques	as needed	City Offices
Historical Preservation Commission (HPC)	no	Jacques (w/ Trish)	3rd Thursday every other month beginning in January, @ 4 pm	Grand Center
Motorized Trails Committee	yes	Jacques	Monthly - 2nd Thursday @ 12:30 pm	Grand Center
Museum of Moab	no	Jacques	Monthly - 3rd Wed @ 5:30 pm	Museum
OSTA Advisory Committee	no	Jacques	Monthly - 2nd Tues @ 5:30 pm	OSTA Conf Rm.
Star Hall Advisory Committee	yes	Jacques	as needed	
Thompson SSD (Water) Board	yes	Jacques	Monthly - 2nd Wed @ 6:30 pm	Thompson Fire Dpt
Trail Mix Committee	yes	Jacques	Monthly - 2nd Tues @ 11 am	Grand Ctr, NW crnr
Federal Agencies Liaison	N/A	Kevin	TBD	BLM Field Office

Commission Assignment Summary 2022 - by member

Transportation SSD Board	yes	Kevin	2nd Tues every other month starting in Feb. @ 6:00 pm	Road Shed, 3500 S.
Airport Board	no	Mary	Monthly - 1st Mon @ 5 pm (2nd Monday if 1st is a holiday)	Chambers
Grand County Resource, Education, Achieved, Together (GREAT) (4 Corners)		Josie	Monthly - 3rd Monday @ 10 am. If a holiday, then Tuesday.	Electronic
Housing Authority Board (HASU)	no	Mary	Monthly - 3rd Thur @ 12:00 pm	City Chambers
Housing Task Force, Interlocal	yes	Mary	Monthly - 1st Thurs @ 11:00 am	County Chambers
Moab Tailings Project Steering Committee	yes	Mary	Quarterly - 4th Tues @ 3 pm - Jan 25, April 26, July 26, & Oct 25	Chambers
Moab Area Travel Council Advisory Board	no	Mary	Monthly - 2nd Tues @ 3 pm - no July meeting	Chambers
Solid Waste Management SSD Board	yes	Mary	Monthly - 3rd Wednesday @ 4 pm (except Feb. 23 & April 13)	Hyatt, 890 N Main, Bd Rm, 2nd floor
USU - Moab Dean's Advisory Board	N/A	Mary	as needed	USU Moab
Catastrophic Wildfire Initiative, Governor's Community Renewable Energy Board	N/A	Sarah	as needed	
Community Renewable Energy Board	yes	Sarah	1st Monday @ 1:00 pm, held online	https://www.utah100communities.org
Council on Aging Board	no	Sarah	2nd Mon every other month, starting Feb, @ 12:30 pm	Grand Ctr
Local Emergency Planning Committee (LEPC)/HAZMA	N/A	Sarah	Quarterly 3rd Thursday @ 1:00 pm. 2022: March 17, June 16, Sept 15, Dec 15	EOC 2600 S.Hwy 191
Mosquito Abatement District Board (MMAD)	yes	Sarah	Monthly - 1st Monday @ 5:30 pm, unless a holiday, then 2nd Monday	Dist Ofc. 1000 Sand Flats Rd/Old City Park
Watershed Partnership, Moab Area	yes	Sarah	3rd Wed every other month, starting in January, @ 1-3 pm	Grand Ctr
Weed Control Board, Noxious	yes	Sarah	1st Mon every other month, starting in January, @ 4 pm. In 2022: July 11, Sept. 12	Grand Ctr
Children's Justice Center (CJC) Advisory Board	yes	Trisha	2020: Jan. 14, April 14, July 15, Oct. 20 12 pm?	Fire Dept 45 S 100 E
Conservation District, Grand County (Utah Dept. of Agriculture)	N/A	Trisha	Monthly - 2nd Tues @ 2 pm	Hospital, Rm 1
Historical Preservation Commission	no	Trisha (w/ Jac)	3rd Thursday every other month beginning in January, @ 4 pm	Grand Center
Homeless Coordinating Committee	yes	Trisha	Monthly - 2nd Wed @ 1:00 pm	Chambers
Key Leader Board - w/ GC School District		Trisha	as needed	
Library Board	yes	Trisha	2nd Thurs every other month, beginning January, @ 5:00 pm	Library
Planning Commission	no	Trisha	2nd & 4th Monday @ 4:30 pm	Chambers
Recreation SSD Board	yes	Trisha	Monthly - 3rd Wed @ 7 pm, except in Dec: 2nd Wed.	OSTA Conf Rm.
Special Service Water District Board (& GWSSA)	yes	Trisha	1st & 3rd Thursday @ 7 pm	Water Dist Ofc
Audit Committee	yes	Mary & Kevin	as needed, at least once per quarter	Chambers

Commission Assignment Summary 2022 - by member

Budget Advisory Board	yes	Mary & Kevin exp. 12/31/2022	as needed	Chambers
CCP (Canyon Country Partnership)	N/A	Mary / Trish	2022: All day . March 17, April 21, June 16, August 18, Oct. 20, Dec. 1	Regional
Performance Review Committee	no	Rotating	Monthly - 3rd Wednesday @ 1:30 pm	Chambers

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 First Day of Asian	2 10am - Noise 5pm - Airport Bd.	3	4 8:30am - Legislative 3pm - Econ	5 Cinco de Mayo 8:30am - May	6	7
8 Mother's Day	9 4:30pm - Planning	10 3pm - MATC Meeting	11 9am - DRT Meeting	12 2pm - Boat ramp	13 10am - HPC Meeting	14
15	16	17	18	19 1:30pm - Moab 4pm - HPC meeting	20	21
22 4:30pm - Planning	23	24	25	26 10am - Dark skies	27	28
29 Memorial Day	30	31	1 First Day of LGBTQ+ 3pm - Econ	2	3	4

Special Events May 2022

Name	Date	Type	Size	Location	Organizer
CO2UT Gravel Bike Event	4/22-4/24	Bike	450	BLM "B" Roads	Desert Gravel LLC
Building Man	5/6-5/8	Art & Music	230	Jenkstars Ranch	Jenkstars
Gran Fondo	5/6-5/7	Bike	600	Lions Park, Loop Rd, Old City Park	Poison Spider Bicycles
MMF High Water	5/19-5/22	Music	300	Multiple	Moab Music Festival

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

APRIL 19, 2022

Agenda Item: S

TITLE:	Discussion on visitor messaging and visitor surveys related to noise and other impacts
FISCAL IMPACT:	
PRESENTER(S):	Commissioner Walker

Prepared By:

BACKGROUND

An ongoing challenge in Grand County is minimizing visitor impacts on residents' quality of life. Such impacts include, but are not limited to, noise from UTVs driving on residential streets. A successful strategy for minimizing these impacts will need to be multi-pronged, and one of those prongs is messaging/advertising aimed at visitors which lets them know how to reduce their impacts. The purpose of this discussion is to give staff direction for developing options for such messaging campaign.

FOR OFFICE USE ONLY:

Attorney Review:

Noise and disruption from visitors affects other visitors as well. Anecdotally we hear of visitors saying they will not be coming back because of excessive noise in Moab. Last year's segmentation survey gave us some more quantitative insights into visitors' attitudes towards noise. Should we direct staff to prepare another survey which examines this issue in more detail?

ATTACHMENT(S)

Agenda Summary
GRAND COUNTY COMMISSION
April 19, 2022

AGENDA ITEM: U

TITLE:	Public hearing on a request to rezone real property located at 75 W. Old Hwy 6 & 50, Thompson Springs from Range and Grazing to General Business (Parcel No. 07-0021-0105), while preserving the existing OAO-RV/Campground
FISCAL IMPACT:	N/A
PRESENTER(S):	Elissa Martin, Associate Planner

Prepared By:
ELISSA MARTIN
GRAND COUNTY
PLANNING &
ZONING

FOR OFFICE USE ONLY:

Attorney Review:

Pending

POSSIBLE MOTION :

I move to:

1. Make the following findings related to Grand County Land Use Code Section 9.2.5 Issues for Consideration regarding the request to rezone real property located at 75 W. Old Highway 6 & 50 in Thompson Springs from Range & Grazing to General Business (GB), while preserving the OAO-RV/Campground overlay as shown in Exhibit A.

- 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"?

2. Approve/disapprove the request to rezone real property located at 75 W. Old Highway 6 & 50 in Thompson Springs, known as Grand County Parcel No. 07-0021-0105, from Range & Grazing to General Business (GB), while preserving the OAO-RV/Campground overlay.

BACKGROUND:

The property was historically used for commercial purposes, including a hotel, RV campground, a grocery, a cabaret and a Texaco. It is currently zoned Range & Grazing with an Overnight Accommodations Overlay(OAO)-RV/ Campground district at the north east corner of the property that encompasses the existing Desert Moon Bed & Breakfast, and Campground/RV Park (Exhibit A).

PLANNING COMMISSION RECOMMENDATION:

In a public hearing on February 14, 2022, the Grand County Planning Commission considered evidence and testimony presented with respect to the subject application and unanimously approved a motion to send a favorable recommendation to the Grand County Commission, stating that the existing zoning appears to be in error and that sufficient measures are in place to ensure the commercial use does not exceed existing water rights.

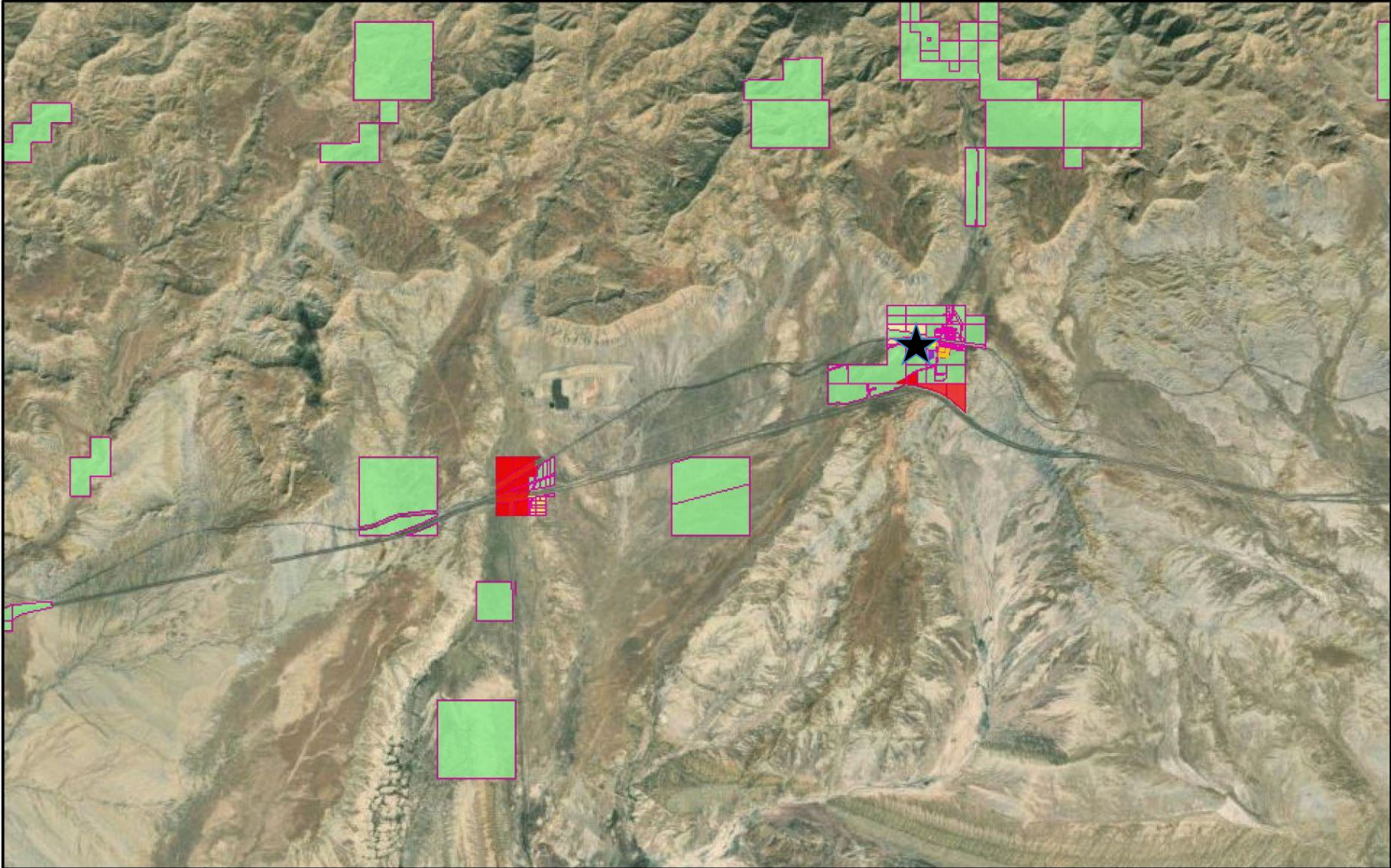
STAFF RECOMMENDATION: NEUTRAL

ATTACHMENT(S):

1. Staff Report
2. Proposed Ordinance
3. Exhibit A zoning maps and surrounding area map
4. Applicant Statement
5. Thompson Special Service District Will Serve letter & Water Availability Statement
6. Remaining Rezone Application Packet (Available Upon Request)
 - a. Boundary Survey
 - b. Title
 - c. Tax Roll
 - d. Warranty Deed
 - e. Application

Vicinity Map

Desert Moon in Thompson Springs





STAFF REPORT

PLANNING & ZONING DEPARTMENT

GRAND COUNTY, UTAH

DATE: February 22, 2022

TO: Grand County Commission

SUBJECT: Desert Moon General Rezone Request – for the underlying zone to be changed from Range & Grazing (RG) to General Business (GB)

PROPERTY OWNER: John Ripley Corkery & Bridget Ann Adams

PROP. OWNER REP: John Ripley Corkery

PROPERTY ADDRESS: 75 W. Old Highway 6 & 50, Thompson Spring, Parcel No. 07-0021-0105

SIZE OF PROPERTY: 10.99 acres

EXISTING ZONE: Range & Grazing (RG), OAO-Campground/RV

EXISTING LAND USE: Residence, Bed & Breakfast, 10 site Campground/RV Park

ADJACENT ZONING AND LAND USE(S): Zones: Range & Grazing (RG) Uses: Residential, Vacant, & RV Park

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. Boundary Survey
2. Applicant Statement
3. TSSD Will Serve letter & Water Analysis
4. TSSD Desert Moon ERU verification
5. Exhibit A: zoning maps and surrounding area maps
6. Title (Available Upon Request)
7. Tax Roll (Available Upon Request)
8. Warranty Deed (Available Upon Request)
9. Application (Online submittal: info available upon request)

PROPERTY HISTORY

The subject parcel is located adjacent to the main historic business intersection in the Town of Thompson Springs and was historically used for commercial purposes, including the historic Desert

Moon hotel / RV park and the old Cactus Cabaret. The old Silver Grill cafe is one building over from Desert Moon and across that intersection is the old Thompson Motel. The property currently consists of an existing Bed & Breakfast with 5 rooms for overnight use as well as a Campground/RV park consisting of 10 RV sites. An existing OAO/RV campground district covers the portion of the property with the overnight rental use (as shown in Exhibit A). The owner's residence is also on site.

SITE IMPROVEMENTS / ADDITIONS / CHANGES

The rezone request requires no current site plan improvements.

Later site improvements in connection to proposed additions of various mixed commercial uses on the property and updates to existing structures will be in accordance with requirements of Article 3 (Use Regulations), Article 5 (Lot Design Standards), Article 6 (General Development Standards), and Article 9 (Administration and Procedures) of the Grand County Land Use Code as well as Grand County Construction Standards and the International Building Code.

PLANNING COMMISSION RECOMMENDATION: Favorable

In a public hearing on February 14, 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 a favorable recommendation to the Grand County Commission, stating that the existing zoning appears to be the irregularity and not the request for GB zoning and that sufficient measures are in place to ensure the commercial use does not exceed existing water rights.

I. Project Description

The application is for a General Rezone request to change the current underlying zone of Range & Grazing (RG), on a 10.99-acre parcel located on 75 W. Old Highway 6 & 50 in Thompson Springs, to General Business (GB), which would allow for an array of mixed commercial uses at the property. This rezone would not affect the Overnight Accommodations Overlay zoning that currently exists on a portion of the property as shown in Exhibit A. The future proposed land uses include the addition of 5 employee housing units, small neighborhood retail, personal services (tattoo shop), an artist creator space, an indoor venue space and a small restaurant area.

II. Consistency with 2012 General Plan

A. Per Section 4.4 of the 2012 General Plan, the subject property is located within the Range, Resource and Recreation area of the Future Land Use Plan Designations Map.

The Future Land Use designation of Range, Resource and Recreation encourages development that is consistent with residential densities that range from one dwelling per five acres up to one dwelling per three acres with a 50% open-space set-aside or fee-in-lieu and 25% affordable housing units or fee-in-lieu. In addition to residential uses this designation includes recreation/resort development, agriculture and development/extraction of natural resources.

1. The proposed rezone request to General Business is consistent with the intent of the Range, Resource and Recreation future land use in that the future proposed uses at the

subject property include residential density well within the one unit per 5 acres, and also include recreation/resort type development with the overnight accommodation uses and a venue space, artists creator space, tattoo shop, restaurant and retail.

- B. The subject parcel is also located within the Rural Center Future Land Use Plan Designation.

The Future Land Use designation of Rural Center is intended to vary in size from 5 to 30 acres in total and promotes uses such as neighborhood scale retail, small businesses, local commercial, local tourism, on site renewable energy, and residential neighborhoods. Residential density of up to 3.2 units per acre is permitted if it includes (a) 50% open spaces set aside or fee-in-lieu, (b) 25% affordable housing units or fee in lieu, (c) multi-modal options, (pedestrian/bicycle, at a minimum), and (d) no more than ½ of total dwelling units are multi-family.

- 1. Proposed future land uses would be consistent with the “Rural Center” Future Land Use Map designation by providing a variety of commercial uses that promote local tourism, small business and local commercial.

III. Future Land Use Analysis for Thompson Springs

- A. It should also be noted that the Thompson Springs area is anticipated to be evaluated for a broad rezone based on the outcome of the Land Use Analysis that is scheduled to be completed in the summer of 2022. As a result, the city center of Thompson Springs will likely be envisioned to be a commercial hub for the community and prompt rezoning to General Business or similar.

IV. Water Resources

- A. While not a requirement of a rezone application, the Planning and Zoning department is requesting a water analysis for property owners applying for rezones in Thompson Springs due to the current moratorium on new water connections with the Thompson Special Service District (TSSD).
 - 1. The submitted analysis and TSSD will serve letter demonstrates an existing water account with 8 ERUs, which supports current and future proposed uses based on state regulation guidelines for peak water usage for each existing and proposed uses in phase I of development.
 - 2. Increase in water usage as a result of future development at the subject property has been discussed with the applicant and will be evaluated in full detail against the Land Use Code and International Business code at Site Plan Review and Building Permit Review. Furthermore, the TSSD has the capacity to monitor water usage and restrict account owners from using more water than their allotted ERUs.

V. Conformance with Grand County Land Use Code (LUC)

A. The Proposed rezone is in conformance with LUC **Article 9, Administration and Procedure and article 9.2.2** - Application for Zoning Map or Text Amendment. in the following ways:

1. A complete application was submitted by the property owner's representative in accordance with provisions of the Grand County Land Use Code Article 9.2.2.
2. The application was reviewed by the zoning administrator and deemed a complete application on January 14, 2022, per article 9.2.2

B. 9.2.5 Issues for Consideration

In making its determination, the Planning Commission and the County Commission shall consider staff reports, written and oral testimony presented, and the following criteria:

i. *Was the existing zone for the property adopted in error?*

It may have been the case that the Range and Grazing zone was designated in error, as historically and presently the land use is commercial.

ii. *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.)?*

The Thompson Springs area is undergoing many changes as of late, including a replat of the entire town to improve street design and the general layout of lots. A land use analysis is slated for the summer of 2022 to evaluate zoning for the entire town. Historically, Thompson experienced a boom and a bust, and is now on the upswing of that, showing signs of being a viable commercial and residential node (of course within limitations of water availability) outside of the Moab valley and just off a major Interstate freeway.

iii. *Is there a need for the proposed use(s) within the area or community?*

Currently, there are minimal retail businesses in the community, and with the relatively far distance from Moab's services and amenities, it could benefit the community to have more options for local retail.

iv. *Will there be benefits derived by the community or area by granting the proposed rezoning?*

The community may gain the benefits of revitalization, as the rezone may encourage renovation of rundown structures, and general cleanup of the area. The rezone will also provide local retail services, including a restaurant and a venue for gathering and entertainment.

v. *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)?*

(see above section on consistency with the General Plan)

vi. *Should the development be annexed to a city?*

No, the subject property is not within the City's future annexation boundary.

vii. *Is the proposed density and intensity of use permitted in the proposed zoning district?*

The proposed mixed-use commercial, would be permitted in the proposed zoning district of General Business.

viii. *Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?*

The site is suitable for the rezoning to GB as it is located in the historic commercial district of Thompson Springs, and is currently used for commercial purposes. With the rezoning of the property, the owner will be allowed to renovate and improve the scenic quality of the area.

ix. *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 proposed uses are compatible with surrounding properties, being in the historic commercial center of Thompson Springs. Adverse impacts may include an increase in visitor traffic and increase in water demand. Should the owner propose to intensify commercial uses to the point where traffic becomes a concern, the Planning & Zoning department may request a traffic study at the time of Site Plan review for proposed commercial uses. Currently the TSSD regulates development in relation to water demand, which sufficiently mitigates the impact that this development would have on water.

x. *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?*

Rocky Mountain Power and Dominion Energy serve parcels in Thompson Springs and have provided will-serve letters. The TSSD has also provided a will-serve letter for the proposed rezone.

xi. *Does the proposed change constitute "spot zoning"?*

The subject parcel is surrounded by Range and Grazing, but also adjacent to Light Industrial and across the street from Highway Commercial.

C. **The Public Notice requirements** were met for this Public Hearing in accordance with Utah State Code § 17-27a-205.

1. The property owner placed one (1) poster on the property provided by the Planning and Zoning Department in a prominent and visible location on the subject property within five feet of the property line a minimum of 10 days before the Public Hearing.
2. The Planning & Zoning Department placed public notices in accordance with Utah State Code 17-27a-205 on the County website a minimum of 10 days before this hearing.

-
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3. The Planning & Zoning Department placed public notices related to this Public Hearing according to Utah State Code 17-27a-205 on the Utah Public Notice website a minimum of 10 days before this hearing.

Grand County Parcel Map

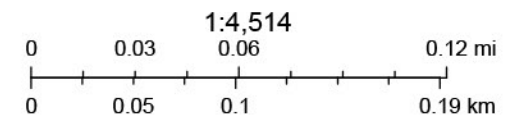


April 1, 2022

Current Underlying Zoning

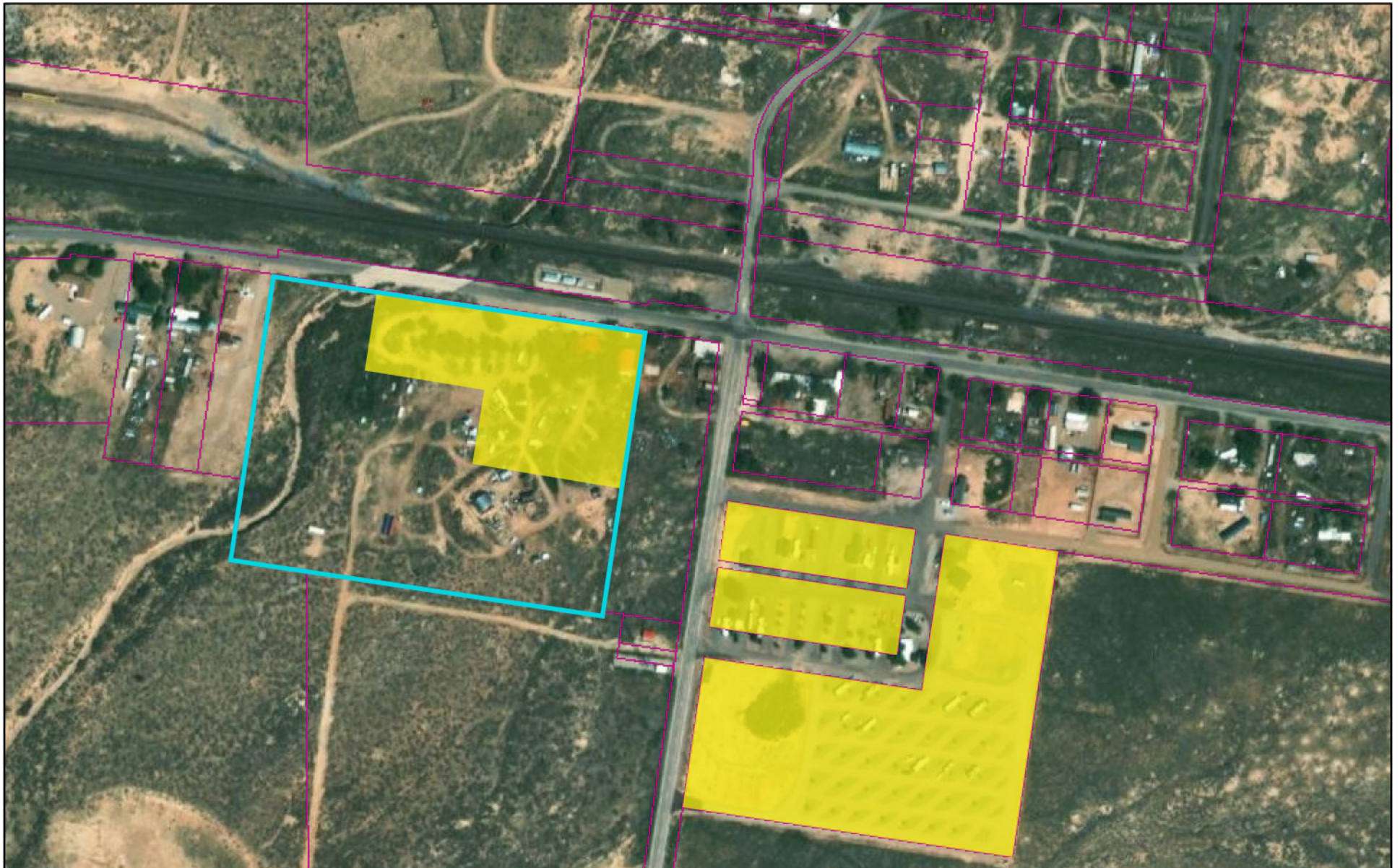
Legend

- Range & Grazing
- Light Industrial
- Highway Commercial
- Small Lot Residential



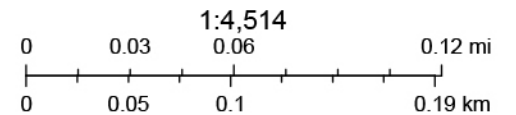
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Grand County Parcel Map



April 1, 2022

***Overnight Accomodations Overlay
-- RV / Campground***



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Thompson

ge Rd

Frontage Rd

Frontage Rd

Frontage Rd

Frontage Rd

Frontage Rd

E Old Hwy 6 & 50

Frontage Rd

E Old Hwy 6 & 50

The Desert Moon Hotel & RV/Tent Campground

The Desert Spoon American

Silver Grill Cafe

Thompson Motel

94

94

Nutter Ave

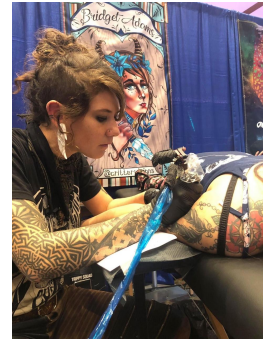
Nutter Ave

Nutter Ave

Nutter A

Sego Cyn Rd

Google



Desert Moon Rezone Applicant Statement

The Desert Moon Hotel and RV Park was purchased by John Ripley Corkery IV, RN and Bridget Adams in July of 2020. The couple met working on scenic set designs for films and experiential theme stage environments for fairs and festivals. Bridget, who is an amazing tattoo artist and painter is in the process of transforming the beat up old Desert Moon Bed and Breakfast, campground, and RV park into a unique piece of art in which every room, nook, and cranny will be finished with a stylistic theme. If allowed to move forward the owners plan to turn the Desert Moon into a full fledged retreat center capable of hosting weddings, workshops, and special catered events.

John who is an entrepreneurial RN has not only helped several of the townsfolk with their medical issues but has also become the chairman of the Thompson Special Service District Water Board and has worked diligently to create the space, provide the resources, and lay the groundwork to seed various new businesses and trade work for Thompson Springs at the Desert Moon. The Desert Spoon Food Trailer restaurant is a great example. The seeds have also been planted for an auto shop, a trading post, a tattoo shop, the continuation of the transformation of the Desert Moon into a fully functioning retreat center, and a maker space featuring welding, wood working, and a concrete 3d printer.

Combined, Bridget and John have a large network of extremely talented youthful associates of whom they are continuously recruiting to come help operate the Desert Moon and Desert Spoon and hence help Thompson Springs to flourish. Having experience managing these types of businesses before the couple is also well versed in vetting out the bad apples and dealing with difficult situations.

Desert Moon Hotel and RV Park - Rezone Applicant Statement

At this point, in order to continue to grow the various businesses the couple needs to rezone the Desert Moon property to allow for the necessary infrastructure to be renovated or newly constructed. When purchased the commercial property had 2 water taps and 8 ERU's of water, or 120,000 gallons allotted per month. Despite having the necessary water to move forward with their proposed developments, John and Bridget are extremely conscious of their water usage and plan to be as conservative as possible with this precious resource.

The couple is passionate not only about the Desert Moon but also in helping the town of Thompson Springs find more water and become the cute, unique, and boutique town that it has the potential to be. John and Bridget have made the commitment to be a major part of the Thompson Springs and Grand County team and in return are asking that the county commission grant them highway commercial zoning status for the Desert Moon property to help make their dreams come true.

Applicant Statement Questions and Answers Section

1. Was the existing zone for the property adopted in error? We do believe that the existing zone for the property was adopted in error. This is because the property sits right off of the main business intersection in the town of Thompson Springs. The train station used to exist across the street, the neighboring property is the Thompson Cafe, on the other side of the main intersection is the old Thompson Motel and the Ballard RV Park. The Desert Moon property has been operating as a hotel and RV park for over 90 years and the Cactus Cabaret operated in the 1990's. It does not make sense that the property was rezoned to a zone that does not accommodate the businesses that exist on it. Generally speaking it does not make sense that the properties which make up the main intersection in Thompson Springs were rezoned range and graze when the town slowed down. From the density standpoint of range and graze which is one home for every 5 acres clashes with the fact that many of the other home lots that exist in Thompson that are also zoned range and graze when they should not be. The Ballard RV Park was recently zoned highway commercial, and we feel that the Desert Moon property should have the same opportunity to rezone especially since the current zoning does not seem to make sense.

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.)? Yes recently the Ballard RV Park was rezoned to highway commercial. Also in the past 2 years there has been significant growth and interest in developing Thompson Springs. To be specific:

-The Thompson Cafe is under new ownership and is currently being renovated to open as soon as possible. .

-Ballard RV Park recently doubled in size from 30 RV sites to 60 RV sites.

-Grand County is planning to annex the Thompson Springs Fire House

-Private property owners are looking to subdivide

-Several new private parties have purchased properties and are looking to or are already building homes and/or businesses

Desert Moon Hotel and RV Park - Rezone Applicant Statement

-The TSSD has a new water board that is aggressively pursuing new water sources and enacting conservatory policies and billing procedures

3. Is there a need for the proposed use(s) within the area or community? Yes, currently there is no retreat center, auto shop, maker space, medical clinic, tattoo parlor, dance/performance/yoga class studios, trading post, or indoor dining restaurant facilities in Thompson Springs. These businesses will help the town to grow and flourish.

4. Will there be benefits derived by the community or area by granting the proposed rezoning? Yes, if the rezoning is granted it will allow for the development of a retreat center, auto shop, tattoo parlor, trading post, maker space, dance/performance/yoga class studio, and indoor dining restaurant facility. All of these businesses will help to provide much needed jobs, basic necessities, arts and crafts, auto repair, and entertainment to a small town that is in desperate need of such amenities.

5. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically Chapter 4: Future Land Use Plan. 1. Open Space/Riparian Area 2. Figure 4.1 listed General Business as "A highly accessible and visible land base for business in the unincorporated county." This is directly on line with what we are trying to accomplish at the Desert Moon. 3. In regards to the compact development patterns mentioned in the Grand County General Plan, the Desert Moon property central location in Thompson Springs makes it an ideal location for a General Business Zone as in the future it will provide easy centralized access for residents to walk or bike to its location. 4. Thompson Springs has been designated a "Rural Center" in the Grand County General Plan. However the small town currently lacks the basic businesses needed to make it a true "Rural Center". With a Highway Commercial zoning and the businesses that the Desert Moon owners plan to bring to life, Thompson Springs could truly become a Rural Center that the Grand County General Plan wishes it to be. 5. Desert Moon Development will spur growth in Thompson Springs which is located in an ideal location right off I-70. This will help centralize new development to decrease VMT easing burden on difficult to maintain county roads. 6. Development of the Desert Moon property goes along with the Grand County General Plan "Vision" in Chapter 3 and more specifically "Strategies D and F" in Chapter 3.2.

6. Should the development be annexed to a city? The population of Thompson Springs is not large enough for the community to be considered a town. However with a little growth and population increase the community can register for township and the Desert Moon development would be within the boundaries of the town.

7. Is the proposed density and intensity of use permitted in the proposed zoning district? Yes highway commercial zoning would permit the proposed density and intensity of use.

8. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts? Yes due to the long lasting business history on the property the new environmental impact would be minimal. Also the property is surrounded by a railroad, radio tower, utility

Desert Moon Hotel and RV Park - Rezone Applicant Statement

buildings, another RV park, and other old run down buildings. The proposed development and historic building updates would likely only improve the scenic quality of the area. On another note, the West border of the Desert Moon property is the only border shared with a residential home property. A large wash area makes up the West side of the Desert Moon property and will be kept environmentally intact as a greenspace zone, perfectly providing a significant buffer between the commercial nature of the Desert Moon and its Westword residential neighbor.

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? Yes, being in the heart of Thompson Springs right off of the main intersection the proposed business uses make good sense in the natural growth of an old town being redeveloped. The proposed businesses will help to bring more interest into the town and attract other business owners to move in and develop as well. The proposed uses will lead to more traffic in the area but with proper planning increased traffic can easily be controlled.

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 reasonably extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development? Fire protection, power, internet services, cellular service, and well maintained road/railway infrastructure is readily available in the town of Thompson Springs. The TSSD and thus Thompson Springs has been calculated to be at a water deficit (which is in the process of being contested) and no new water accounts are being sold at this current time. However the Desert Moon property was purchased with 8 ERU's (120,000 gallons of water a month), which is enough water to accommodate the proposed Desert Moon growth and development without any new water connections or accounts needing to be installed or created. Therefore there are ample public utilities and infrastructure to allow for the requested rezone and proposed uses on the Desert Moon property.



Thompson Special Service District

101 Fire Station Lane, Thompson Springs, UT 84540

Thompson Special Service District

Will Serve Letter

To whom it may concern,

The owners of the Desert Moon Hotel and RV Park have presented their development plans to the TSSD Board. The board has run water usage calculations for the Desert Moon phase 1 development plan proposal as per the State of Utah's Department of Drinking Water calculation tables R309-510-1 and R309-510-2 that can be located at <https://documents.deq.utah.gov/drinking-water/rules/DDW-2017-004422.pdf>

Using the State guidelines, the board has found that the peak demand amount of water necessary for the Desert Moon proposed phase 1 development plans fits within the Desert Moon's current allotted water capacity. Furthermore, we have secured a commitment from the Desert Moon owners that if their water usage consistently exceeds their allotted amount that they will need to decrease their business operation capacity until their water usage falls within their 8 ERU capacity.

Below is the will serve motion that was passed on the TSSD in the January 12th, 2022 meeting.

The Desert Moon has 8 ERUS at 15,000 gallons per month each = 120,000 gallons per month = 4000 GPD capacity. The Desert Moon owners are looking to move forward with Phase 1 development projects that do not require more water capacity than the resort is using or currently has. In order to allow the Desert Moon to move forward with these developments the TSSD has voted with majority to provide a will serve letter to Grand County Planning and Zoning both showing the Desert Moon water calculations fall within their current capacity and also allowing the Desert Moon ownership to move forward with their phase 1 development plans due to their pledge to stay within their allotted water capacity. (See Calculations below Desert Moon Ownership Statement).

Statement from the Desert Moon Ownership

In hopes of creating more of a retreat style experience, the Desert Moon Hotel and RV Park has been working with architects, engineers, and contractors to put together plans and be awarded permits from Grand County for several development projects. The projects are listed out below with Phase 1 and Phase 2 designations. We are hoping to do the Phase 1 projects now as we have the water to do so, but wait until we are able to get more water to do the phase 2 items.



Thompson Special Service District

101 Fire Station Lane, Thompson Springs, UT 84540

1. Phase 1 - Replace the 50 year old septic system. The health department has voiced concern over our antiquated septic system failing and potentially shutting down our business. As such we have been working with a civil engineer to develop plans for a new septic system. These plans have been finished and sent to the State of Utah for their approval. This new septic system will provide enough capacity for both Phase 1 and Phase 2 projects at the Desert Moon.

2. Phase 1 - Revamp of Desert Moon Irrigation system. Installation of new drip line irrigation system for trees - The old Desert Moon irrigation system uses a lot of water especially since it is old and constantly breaking and leaking and thus wasting water. As part of Phase 1 we plan to install a new drip line system with water timers to avoid leaks and save water. We also plan to install a rainwater catchment systems and grey water reuse system to lessen the irrigation water needs.

3. Phase 1 - Build a Maker Space/Repair Garage. With the Maker Space and Repair Garage we essentially want to build a permanent structure to alleviate our current temporary structures that house our wood/metal/concrete working and auto repair setups. The 6 persons currently working on wood/metal/concrete/repair would move their current operations into this building. This building would not be used for commercial purposes until phase 2. **Phase 2** - We plan to make the building a commercial Auto Shop and install a bathroom with toilet/sink/shower in the building

4. Phase 1 - Renovate the existing old dancehall structure to be a functional multi-use building. Phase 1 will include renovating the existing building, and bringing it up to code to act as the indoor dining area for the Desert Spoon food trailer kitchen, Desert Moon guest lounge, and a tattoo artist studio space for Desert Moon owner Bridget Adams.

Phase 2 will include an 18x36ft building addition/extension to create a trading post, adding a sprinkler system to increase the gathering capacity to allow for special events like weddings and birthdays.

5. Phase 1 - Create and relocate 10 employees to employee housing lots. In an effort to clean up the park and make more green space for guests to hang out in in the main area, as part of Phase 1 we are proposing to create 5 employee housing lots with rv septic/water/power hookups to move our employees to. Currently our employees are living very close to camping/RV spaces and we want to change that to make our guests' experiences better. In **Phase 2** we plan to change these lots from RV spaces to employee housing buildings.

6. Phase 1 - Renovate existing bathhouse facilities to better accommodate guests. Our current park bathhouse building is poorly designed with the sink/shower/toilet setups all in the same rooms. We would like to add sperations to these items and add two showers so that our guests don't have to wait in long lines to use the bathrooms.

7. Phase 2 - Add both Long Term and OAO Capacity - As part of Phase 2 Development the Desert Moon would like to add both Long Term and OAO capacity with more RV sites, rental cabins, and campsites. We understand that this will take more water, so we will revisit those plans if and when more water becomes available. **Will need more water capacity.**



Thompson Special Service District

101 Fire Station Lane, Thompson Springs, UT 84540

8. Phase 2 - Create a spa experience area with sauna, steam room, hot tubs, cool tubs. To increase our guest experience we hope to build a spa area attraction. **Will need more water capacity.**

Desert Moon Water Calculations

The Desert Moon has 8 ERUS at 15,000 gallons per month each ERU = 120,000 gallons per month = **4000 GPD capacity.**

As per State Regulation Guidelines the current/proposed Desert Moon Peak Water Usage Calculation is listed below:

5 Bed and Breakfast Rooms - 150 GPD each = 750 GPD

10 RV Sites - 100 GPD each = 1000 GPD

10 "Boarding House" Employees - 50 GPD each = 500 GPD

5 - 2 Person Campsites with flush toilets - 20 GPD per person = 200 GPD

20 Restaurant Seats - 35 GPD each = 700 GPD

30 Single Service Customers = 60 GPD

Wood/Metal/Concrete/Auto Temp Workshop Spaces - 6 person 15 GPD each = 90 GPD

Tattoo Studio Chair (equivalent to hairdresser chair) = 50 GPD

Total = 3,350 GPD, leaving 650 GPD for irrigation, that's 1.3 ERU's for the new water conserving irrigation system.

Desert Moon Ownership Pledge

The Desert Moon Ownership pledges to keep their water usage within their allotted 8 ERUs with the understanding that if they do not they will have to sacrifice some of their business water capacity until they are in conformity.

If Grand County Planning and Zoning has any questions in regards to this Will Serve Letter please feel free to reach out.

Regards,

Jenna Talbott

TSSD Board Member

435-260-7204

weekdayionysus@gmail.com

**Thompson Special Service District
HC11 Box 400010
Thompson Springs UT 84540**

To Whom it my concern:

The Desert Moon Hotel Resort, LLC,

Has 8 ERU's that they are billed for each month.
That they have had for over 5 years.

Thank you
Thompson Springs Special Dist.

Secretary
Lori Bell

Lori J. Bell
12/6/21