



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

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

Times in this agenda are approximate. Commission meetings allow for both in-person or virtual attendance. Remote participation is through Zoom and meetings can be viewed live on YouTube. To call in to the meeting dial: (669) 900 – 6833 Use Meeting ID: 851 7082 0571 # Password (if needed): 214317. To unmute press *6.

[Grand County Utah Government Live on YouTube](#)
[Join the Zoom Meeting](#)

Meeting Date: September 20, 2022

Workshop at 2:30 pm - Meeting at 4:00 pm

1. **Special Event Workshop - 2:30 Pm**
2. **Thompson Springs Special Service Fire District Board Meeting**
[See Separate Agenda](#)
3. **Call To Order**
4. **Pledge Of Allegiance**
5. **Citizens To Be Heard**

We are receiving public comments by phone and online through [Zoom](#). Dial: (669) 900 - 6833 Meeting ID: 851 7082 0571 # Password (if needed): 214317 [Zoom Link](#)

When joining the meeting, you will be placed in a waiting room and be added to the meeting by the moderator. Your comments will be recorded and on YouTube. (*Unmute for public comment: *6*)

6. **Presentations (15 Min)**
 - 6.A. **Housing Authority Of Southeastern Utah**
Benjamin Riley, Executive Director

Documents:

[HASU Biannual Director Report 9-20-22 merged FINAL.pdf](#)

- 6.B. **Moab Community Resource Center Overview And Updates**
Pamela Akini, Americorp Vista Volunteer (Moab Free Clinic with SEUHD, Grand County, and Moab City)

7. **Department Reports (15 Min)**

7.A. **IT**

Matt Cenicerros, IT Director

Documents:

[Council Report.pdf](#)

7.B. **Personnel Services**

Rene Baker, Personnel Services Director

8. **Agency Reports (15 Min.)**

9. **Ratification Of Payment Of Bills**

10. **General Reports**

- o Commission Member Disclosures
- o General Commission Reports and Future Considerations
- o Elected Official Reports
- o Commission Administrator Report

11. **Minutes For September 6th, 2022 (Grand County Commission Regular Meeting)**

Gabriel Woytek, Clerk/Auditor

Documents:

[9.6 REG GCC MINUTES DRAFT.pdf](#)

12. **Citizens To Be Heard - 6:00 Pm**

13. **Public Hearings**

13.A. **Public Hearing And Possible Action On An Amendment To The 2022 Transient Room Tax Budgets**

Chris Baird, Budget Officer

Documents:

[Agenda_Summary Budget Amendment.pdf](#)
[2022 Amended Budget Resolution.pdf](#)

14. **General Business - Action Items - Discussion And Consideration Of Approval**

14.A. **Approving Special Events Coordinator Job Description And Pay Grade**

Renee Baker, Personnel Services Director, Personnel Services

Mallory Nassau, County Administrator

Documents:

1. Agenda Summary- Special Event Coordinator (9.6.2022).pdf
2. DRAFT- SPECIAL EVENT COORDINATOR JOB DESCRIPTION (8.29.2022).pdf
3. SPECIAL EVENT - COMPENSATION PAY DATA (8.29.2022).pdf
4. WAGE AND BENEFITS CALCULATOR- SPECIAL EVENT COORDINATOR 2022.pdf
5. 2022 GRADE AND STEP CHART (APPROVED 12.21.2021).pdf

14.B. Eproval Special Event Permitting Software

Mallory Nassau, Commission Administrator

Documents:

- 1_AS_Eproval Software.pdf
- 2_Grand County Eproval estimate 1 year.pdf
- 3_Eproval Presentation for City Managers Summit Revised.pdf
- 4_The Need for Special Event Permitting Software.pdf
- 6_eProval_Brochure.pdf

14.C. Adopting Ordinance Repealing And Replacing Chapter 8.16 (Special Events) Of The Grand County General Ordinances And Related Ordinance No. 658

Mallory Nassau, Commission Administrator

Documents:

1. AS Special Event Ord Amendment .pdf
2. DRAFT Special Event Ord.pdf
3. DRAFT Exhibit A - placeholder.pdf
4. 658_SE_Ord_4.2022.pdf

14.D. Second Amendment To The Independent Contractor Agreement Between Grand County And Love Communications

August Granath, Economic Development Director

Documents:

- 01_Agenda Summary_Second Amendment to Love ICA.pdf
- 02_Love Communications ICA Second Ammendment.pdf
- 03_Love Communications_Marketing Options Overview.pdf
- 04_Discover Moab 22_23_2022_459k Drive Campaign.pdf

14.E. Adopting Proposed Resolution Allocating Health Care Facilities Sales And Use Tax Revenues Received During Calendar Year 2023 To Eligible Entities

Chris Baird, Budget Officer

Documents:

- DRAFT AS Healthcare Tax Allocations for 2023.pdf
- DRAFT Res Allocating Healthcare Sales Tax 2022.pdf
- 2023 District Allocations Worksheet.pdf

14.F. Approving Allocations Of Transient Room Tax Funds For Calendar Year 2023

Chris Baird, Budget Officer

Documents:

[AS TRT allocation 2022.pdf](#)

14.G. Selecting Secure Rural Schools Election And Approving Allocations

Chris Baird, Budget Officer

Documents:

[AS SRS Selecting Secure Rural Schools Election and Approving Allocations.pdf](#)
[Secure Rural Schools Brief.pdf](#)
[Secure Rural Schools Letter.pdf](#)

14.H. Adopting Proposed Resolution Allocating Mineral Lease Funds And State PILT Allocated To Grand County By The State Of Utah During Calendar Year 2023 To Eligible Special Service Districts And/Or To The School District.

Chris Baird, Budget Officer

Documents:

[Agenda Summary 2023.pdf](#)
[2023 District Allocations Worksheet..pdf](#)
[DRAFT Res on UDOF DWS Mineral Lease and PILT 2023.pdf](#)

14.I. Utah Cooperative Marketing Program – Round 2022

August Granath, Economic Development Director

Documents:

[01_Agenda Summary_Utah Cooperative Marketing Program Round 2022.pdf](#)
[02_Grand County Award Letter.pdf](#)
[03_Grand County Award MOU.pdf](#)
[04_Grand County Award Scoresheet.pdf](#)

14.J. Moab Housing Fair (Series) Grant

Ben Alter, Economic Development Specialist

Documents:

[01_Agenda Summary_Moab Housing Fair Series.pdf](#)
[02_Moab Housing Fair \(Series\) Grand County-HASU Grant Contract.pdf](#)
[03_Moab Housing Fair - Proposal.pdf](#)

14.K. Ride Moab Conditional Use Permit (Non-ATV)

Planning & Zoning, Elissa Martin

Documents:

[1_AS Ride Moab CUP.pdf](#)
[2_SR Ride Moab CUP.pdf](#)
[3_DRAFT Resolution Ride Moab CUP.pdf](#)
[4_Ride Moab Ind Site Plan _ Vicinty Map.pdf](#)
[5_Ride Moab Ind CUP Narrative.pdf](#)

14.L. **Approving Voluntary Appointment To The Travel Council Advisory Board**

August Granath, Director, Grand County Economic Development

Documents:

[Approving Appointment to TCAB.pdf](#)
[BrianHunnings_TCABApplication.pdf](#)

14.M. **Appointing Members To The Budget Advisory Board**

Chris Baird, Budget Officer

Documents:

[Agenda_Summary BAB Appointments.pdf](#)
[Renee Baker Budget Advisory 4743.pdf](#)
[Shaylee Bryant Budget Advisory 4745.pdf](#)
[Candice Eddy Budget Advisory 4748.pdf](#)

14.N. **Appointment Of David Conde To The Grand County Cemetery Board**

Evan Clapper, Commissioner

Documents:

[David Condie Board Application \(1\).pdf](#)

15. **Consent Agenda**

Documents:

[AS Consent Agenda.pdf](#)

15.A. **Ratify The Letter Of Support For The International Day Of Peace**

Documents:

[AS International Day of Peace 9.21.22.pdf](#)
[RESOLUTION SUPPORTING THE INTERNATIONAL DAY OF PEACE ON SEPTEMBER 21.pdf](#)
[Letter_of_Support_2022_International_Day_of_Peace-_DOCX.docx.pdf](#)

15.B. **Ratify The Letter Of Support For City Of Moab**

Documents:

[AS Letter of Support for the City of Moab.pdf](#)
[Letter of Support 2022 City Mill Creek flood mitigation- DOCX.docx.pdf](#)

15.C. **Ratify Co-Op Law Enforcement Annual Operating & Financial Plan - Grand County The USDA Forest Service**

Documents:

[GC MLNF Law Enforcement Co-op Modification 02 9.12.22.pdf](#)

15.D. **Approving Consulting Services Agreement For Expert Witness Services With Dr. David L. Corwin, MD**

Christina Sloan, Grand County Attorney

Documents:

1. [AS - Corwin consulting contract, 09.13.22.pdf](#)
2. [Corwin Consulting-Services-Agreement, with Corwin signature 09.11.22.pdf](#)

15.E. **Agreement Between Grand County And The Utah Department Of Natural Resources, Division Of Wildlife Resources, Under Watershed Restoration Initiative Project #5903 Colorado River 6.0**

Elizabeth (Izzi) Weimholt, Grand County Weeds Department Supervisor

Documents:

- [AS - Agreement for WRI 5903 Colorado River 6.0.pdf](#)
- [FY23 WRI 5903 Colorado River 6.0 Agreement.pdf](#)
- [FY23 WRI 5903 Colorado River 6.0 Project Proposal.pdf](#)

15.F. **Annual Southeast Utah Association Of Local Governments (SEUALG) Contract Agreement/ SEULAG Contract Ombudsman**

Lorette Eastwood, Grand Center Director

Documents:

- [Agenda Summary for SEULAG contract 2023.pdf](#)
- [Grand County 2022-2023.pdf](#)
- [Grand County Ombudsman Contract FY223.pdf](#)

16. **Discussion Items**

17. **Public Hearings**

17.A. **Public Hearing To Consider An Ordinance To Amend Article 4, Special Purpose Overlay Districts To Establish An “Alternative Dwelling Overlay District” Pilot Program**

Elissa Martin, Planning & Zoning Director

Documents:

- 1_ [AS Alternative Dwelling Overlay_9.20.2022.pdf](#)
- 2_ [SR_Alternative Dwelling Overlay.pdf](#)
- 3_ [ORD_Alternative Dwelling Overlay.pdf](#)
- 4_ [Alternative Dwelling Overlay District_DRAFT code 9.16.2022.pdf](#)
- 5_ [Exhibit A_UTMP arterial and collectors.pdf](#)

18. **Closed Session(S) (If Necessary)**

18.A. **Discussion Of Pending Or Reasonably Imminent Litigation**

(Closed Session)

19. **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.**

HASU Biannual Report for September 20th, 2022

1. 2022 Financials/Budget:

- a. HASU received its FY 2021 audit in February of 2021. Our balance sheet continues to improve through leveraging of grant and other funds through our affordable housing developments. We realized increased revenue through the sale of our eight CROWN homes the previous year as well as developer fee's for both our MAPS and Wingate Village LIHTC projects.
- b. HASU 2023 FY budget projects over \$100k in revenue despite continuing to add more staff. Development fees and loan receivables continue to become a bigger revenue source over our traditional Mutual Self Help grant. This allows HASU to become more flexible with our project and program development since these are unrestricted funds as opposed to funds earmarked just for MSH.

2. Section 8/Housing Choice Voucher:

- a. Currently 55 vouchers are issued for the Section 8 program with almost all the families on the waiting list with a voucher out looking for housing.
- b. Our waiting list is shorter than it has ever been with only a handful of families waiting for a Voucher. We have rapidly increased the number of Vouchers given out, but the trouble remains for families to actually find a spot to utilize the Voucher. Right now, we have over 10 families with Vouchers 'on the street' (currently housed but looking for somewhere to use the voucher).

3. High Density Housing Overlay Zone (HDHO):

- a. We are currently monitoring four subdivisions with regards to HDHO (Peakview, Starbuck, Hawks, and Murphy Flats). These are the subdivisions that are actively leasing their home or selling their homes through the HDHO process.

- b. Subdivisions we are watching come down the development pipeline: Peakview (will have 101 HDHO units when all phases are complete), Murphy Flats (36 units we are pre-qualifying for their construction financing), Viewgate (85 rental units once completed), and Desert Sol (~40 units, still waiting for update from P&Z).
- c. Currently the only issue we're having with monitoring is that there is nothing recorded on the deed to notify HASU when there is a conveyance. We still need to work with the County Attorney or P&Z to establish some sort of Request for Notice to notify HASU

4. CROWN (rent-to-own) & Virginian Apartments:

- a. All Crown homes in Blanding, Monticello and Moab are occupied. We are currently working with Utah Housing Corporation on the sale of our CROWN homes in Blanding and Monticello. After that sale the only rent-to-own homes HASU will own will be the five in Desert Wind (Moab).
- b. There are no vacancies at the Virginian Apartments, currently. We did raise the rents this year but since the units are subsidized the tenants will continue to only pay 30% of their income with the increased funding coming from USDA. The Virginian experienced some flooding but relatively no damage from the latest flash floods.

5. Cinema Court, MAPS Senior Living, and Wingate Village:

- a. Cinema Court continues to maintain a low vacancy rate. Waiting lists for all units are as followed; 42 on the one-bedroom, 43 on the two-bedroom and 33 on the three-bedroom. These waiting list numbers represent a decrease for the larger bedroom types after the development of Wingate Village (last year's waiting list was 32, 68, 54). We're hopeful that as we continue to build more projects our waiting lists will come down to a more sustainable number for our Grand County residents.
- b. MAPS Senior Living continues to be a successful project, now in it's third year. Currently there is only one vacancy with a relatively long waiting list (1br-45, 2br-20).
- c. Wingate Village is our newest affordable housing project that received its last Certificate of Occupancy in November of 2021. Every building (five

total) was leased up immediately upon CofO. With 22 units of three and four bedroom, 15 and 7 units respectively, in a townhome format we hope this will continue to provide larger style affordable units for families. Currently the waiting list is: 3-100, 4-40.

6. Mutual Self-Help Program:

- a. HASU is currently in its 10th grant cycle for 20 homes until October 2022. We have completed 11 homes at Wingate Village and are in process of completing our first set of nine homes at Arroyo Crossing (see pictures below). These homeowners are slated to move in towards the end of October.
- b. We were awarded our 11th MSH grant which will start sometime in the late fall of this year. It will again be for 20 homes, and we plan to start our first phase of 10 homes at Arroyo Crossing in November of this year.
- c. After the closing of these 10 homes at AC we will engage with MACLT (Moab Area Community Land Trust, who owns Arroyo Crossing) in how many future single family lots are available for our next phase. We will also engage with San Juan County on a possible build in Blanding following the closing of our eight CROWN homes there.

8. Skyline Arch at Arroyo Crossing

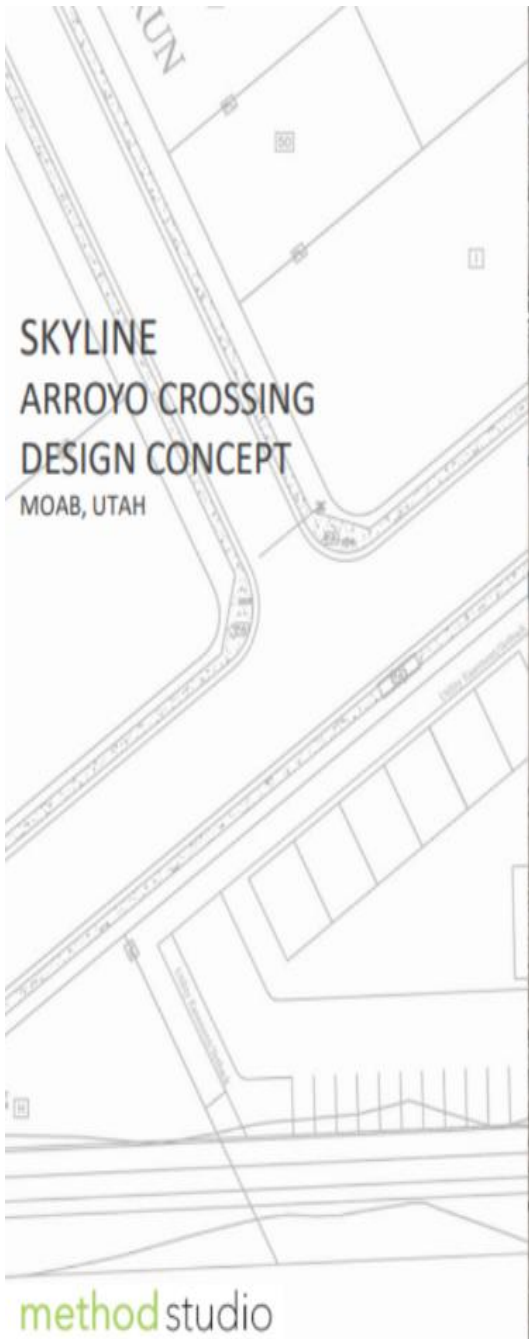
- a. Our most exciting news is that we were awarded (as of 9/1/22) another set of Low Income Housing Tax Credits (LIHTC's) for the future development of Skyline Arch at Arroyo Crossing. This award all but gives the final green light for development of 32-units of townhome and stacked flat style apartments at Arroyo Crossing! The project will consist of four townhome style buildings with eight 3-bedroom units and four 4-bedroom units as well as two stacked flat buildings with eight one-bedroom units and twelve 2-bedroom units. Roughly \$12.5 million in equity will be used by the sale of the LIHTC's to fund the full development cost of around \$15 million.
- b. HASU was able to leverage the \$300,000 Rural County Part B grant from Grand Counties Economic Development Department to fund pre-

development expenses and site acquisition that will now move forward thanks to the award of tax credits. Thank you, Grand County!

- c. A *very preliminary* site plan and elevations sketches are provided below. This development will be on the south side of Bonnies way comprising of a 2.35 acre parcel that Grand County has restricted for AMI's of 80% and less. All units at Skyline Arch will be for families between 30 and 55% AMI with rents ranging from \$400-\$1200/month.







SKYLINE
ARROYO CROSSING
DESIGN CONCEPT
MOAB, UTAH

method studio



(12) 2-BEDROOM UNITS
APPROX 850 SF EA

(8) 1-BEDROOM UNITS
APPROX 600 SF EA

LARGE COMMON AREA

- CHILDRENS PLAY AREA
- SPORT COURT
- SHADED OUTDOOR GATHERING SPACES

ENTRY AREAS:

- BIKE WASH (TBD)
- MAINT. STATION (TBD)



01a

SKYLINE

ARROYO CROSSING

MOAB, UTAH

CONCEPTUAL SITE PLAN

04.12.2022 REV 01

methodstudio



ARROYO CROSSING
MOAB, UTAH

COURTYARD CONCEPT

methodstudio

2022 Information Technology Services Commission Report, September 2022

Department Overview

Mission statement: "Grand County Information Technology Services provides reliable, robust and integrated technology, which improve the ability of the County to serve its constituency."

We strive to provide solutions that improve the efficiency, accessibility and security of communications and data.

Grand County IT (Information Technology) Services is tasked with overseeing all aspects related to the support of Grand County Information Systems and GIS; which include a variety of general, advanced, and complex technical duties. Some of those duties include:

The procurement, installation and on-going maintenance of equipment, help-desk and technical services for:

- PC's
- Servers
- Databases
- Surveillance Systems,
- Voice and Data Networks
- Websites
- Telephone systems
- 911 and Radio systems
- Conferencing systems
- Email
- Peripherals

Overseeing IT system functions, solution development and procedures related to technology use, such as:

- File Management
- Strategic Planning
- Project Management
- Consultation
- Licensing
- Support Agreements
- Subscriptions
- Access Permissions
- Computer & Network Security
- Programming
- Operations

Department Update

Since my last report, my department has had some staffing issues. But I am happy to say that we've had the support tech filled since April. And, we will have the new GIS specialist starting on the 26th. With staff on-boarding and other unforeseen issues, I have been limited with time towards working on projects, so my report is not changed much from last year.

Projects include:

- Replacement of core networking hardware & software including secure workspaces and mobile device management will be completed very soon
- Yearly rotation schedule (58 computers replaced this year)
- Expanding surveillance systems for various departments
- Cybersecurity monitoring in conjunction with ISAC (Info. Sharing Analysis Centers)
- Remote & hybrid working environments
- Upgrading networking, security and systems- working towards Zero Trust architecture
- Expanding/ Upgrading core servers
- Further refine solutions using G-Suite and other systems

2022 Information Technology Services Commission Report, September 2022

- Further refinement of disaster recovery protocols & options
- Website redesign
- IT Strategic Plan updates to include Cybersecurity revisions
- Grand County Public Safety Communication Task Force (Radio Tech/ Maintenance)
- UAC appointed member of SToU Cybersecurity Commission

Since my last report, when it was just me and the GIS Specialist. I have been able to hire the IT support tech position since April. However, we then lost our GIS Specialist right about the same time. The replacement for the GIS position has been a little challenging with the of lack of affordable housing, and lack of qualified applicants. However, I am happy to report that the new GIS Specialist should be starting on the 26th.

This unfortunately has put many of the projects I anticipated to have completed this year, pushed back, as I have had to focus on training for daily help desk and administrative tasks. And as users have transitioned back into the office for the most part, the daily help-desk calls have increased.

Having my focus distracted away from the projects that need to get done has left me in a near status-quo, again, from where I was when I last reported. However, this doesn't construe that we aren't busy, there has been many projects and other work that has been done daily.

I have noted before *"...the demand for technology solutions is constantly increasing and security threats have dramatically become more prevalent."* This statement exemplifies the basics of day to day IT operations. The systems we utilize require extensive administration and maintenance.

The cybersecurity landscape and our "attack surface" has dynamically changed in recent years. And compounding that is "shadow IT", where users go rogue bypassing safeguards and implementing software and/or workarounds that can cause unintended consequences. As well as users bringing their own devices (BYOD) and an ever more persistent threats that utilize social engineering techniques. Can be leveraged to expose our organization to attack.

I was able to procure updated networking hardware, and it we will be rolling out in the near future. This will be a key piece to improving our security posture. I will likely be asking for increased funding for cybersecurity monitoring for next year.

This year, core servers and systems are due to be replaced. Also, the VHF radio system will be addressed with several upgrades. In conjunction with the Sheriff's office, we will likely be coming to revise/ eliminate the Radio Tech position that was created at the beginning of this year, in lieu of stepping into a maintenance agreement with a local radio company. This is necessary as UCA has been actively backing away from supporting any VHF systems and they are in need of maintenance & expansion. Dispatch has been cut over to the new NG911 statewide system. And currently work is actively being done for UCA to complete cutting over to the new P25 digital radio system.

Collectively, all these improvements will help provide better coverage for emergency responders.

One of the backup generators for the courthouse has gone out. And we have a temporary one on wheels in place now until we can get the current one repaired and eventually replaced (22+ wks).

Google G-Suite, continues to be a good platform that is being leveraged for better communication and collaboration in many departments and offices. Please note that pricing on our current G-Suite platform did increase in 2022. I believe the pricing is beneficial for the use that we get out of it. However, we are consistently pushing the license count with staff turnover and position creations. So, I might be looking to increase the number of seats we use.

2022 Information Technology Services Commission Report, September 2022

Security is a major evolving issue. I was asked to participate on the SToU Cybersecurity Commission as the UAC voting member, and have attended a few meetings. Created from HB 280 the commission will provide reports and resources back to the state to determine how best to proceed in regards to addressing cybersecurity.

Locally I rely on our staff, co-workers and community members to be our front line of defense by being wary when online and a bit cautious and aware of those you communicate with. As we assimilate into this new highly electronic, always-connected reality, the need for all levels within the organization to participate in protecting us from cyber-crime is critical.

Current Goals:

Workstations

- Optimize management, automate patching, application control
- Continue replacement schedule
- Endpoint disaster recovery planning
- Mobile Device Management

Servers

- Migrate select systems to cloud
- Consolidate reporting
- Consolidate Virtualized Environments
- Optimize Storage
- Distributed File Systems
- Coordinated Encryption

Network

- Wireless upgrades & Expansion
- Core switching upgrades
- Redundancy & High Availability
- SIEM (Security Information & Event Management)
- ZTNA (Zero Trust Network Access)

Administration

- Strategic Planning- Public safety communications, GIS, IT, Disaster Recovery, e-Government, Work-Flows,
- Incorporate Asset Details, License Management, Reporting & Help-Desk Into Daily Management
- Business Continuity Management
- Security Initiatives

Questions?

Thank you

Matt Cenicerros

IT Director

Grand County , UT



**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
6 September 2022**

The Grand County Commission met in a regular meeting on September 6th, 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 was Commission Chair Jacques Hadler, Commission Vice-Chair Mary McGann, Trisha Hedin, Sarah Stock, and Josie Kovash. Also attending in-person were Commission Administrator Mallory Nassau, Associate Commission Administrator Quinn Hall, Strategic Development Director Chris Baird and Clerk/Auditor Gabriel Woytek. Commissioner Evan Clapper was absent. Kevin Walker entered the meeting virtually at 3:08 p.m. Grand County Attorney Christina Sloan entered the meeting virtually at 4:18 p.m.

3:02 pm Call to Order

Pledge of Allegiance

Department Reports

Weeds Department (Elizabeth Weimholt, Grand County Weeds Department Director) (8:15)

Director Weimholt gave an overview of noxious weed definition, Grand County Weeds Department activity including treatment methods, overview of projects, interagency partnerships and upcoming events and efforts.

Presentation on San Juan County's Mud Springs Trail Project (Madeline Logowitz, Active Trails and Transportation Director) (28:35)

Director Logowitz gave an overview of the proposed project, which has been earmarked for the area as well as being a part of the Grand County Trails Master Plan. Map of location demonstrated. San Juan County Commission voted to move forward with the development of the project. Current partnership between Grand County, San Juan County, and the Bureau of Land Management working on its potential development. Proposed trail system would be accessible for three-wheeled hand cyclists, as well as middle and high school competitions. Considerations include plans for a potential future shooting range as well as existing motorized use (Jeep Safari 'Strike Ravine' route). Clarification offered that Grand County's role would be as consultant, which is already setup through an existing interlocal agreement. San Juan County potentially seeking grant opportunities in Spring of 2023. 2019 GCATT survey revealed that there was substantial demand for a trail system south of Moab.

Presentations Regarding Ongoing Financial Needs and Obligation for Purposes of Later Determining Funding Allocations

Transportation Special Service District (38:00)

Commissioner Walker clarified that allocations to the TSSD are critical in funding drainage projects and stormwater control without drawing from the general fund, which is critical given increasing intensity of rain events. Ashley Wareham, Chair of the TSSD, confirmed the information given by Commissioner Walker regarding contributions to drainage projects.

Canyonlands Health Care Special Service District (Tim McGinty, CHCSSD Vice-Chair) (40:45)

Tim McGinty gave an overview of the role of CHCSSD. Canyonlands Care Center, owned and operated by the CHCSSD, is the only long-term elder care facility in the Moab, built in response to community demand, high quality five-star facility, strongly staffed in licensed nursing care, 2 of 97 long term care facilities in the State of Utah without a death caused by complications from COVID-19. McGinty gave an overview of annual debt obligations and explanation of monthly subsidization by the CHCSSD, importance of DSH seed money provided by CHCSSD to the Moab Regional Hospital in providing uncompensated care, CIB debt payment, summary of Health Care Sales Tax split and most recent agreement with Grand County EMS on that distribution.

4 p.m. Citizens to Be Heard (none at this time)

Grand County Emergency Medical Services Special Service District (EMS Board Chair Liz Tubbs and GCEMS Director Andy Smith) (1:03:45)

District Chair Liz Tubbs referenced the joint letter with the Canyonlands Health Care Special Service District, as shown in the packet, regarding the current agreement of 53/47, and an effort to eventually reach an even 50/50 split of the Healthcare Sales Tax between the two entities. Costs for EMS continue to rise, which appears to be in direct correlation with economic trends. An increase in calls does not necessarily correspond with an increase in revenues. Reserves created by 2021 boom in sales tax collections will quickly be depleted by current trends in operating expenses.

Grand County School District (GCSD Superintendent Taryn Kay, Special Education Director Sherry Buckingham) (1:18:30)

Superintendent Kay offered a funding proposal for preschool services. Funding for preschool units only comes from Federal funding sources, which is only \$30,000 to account for approximately \$250,000 in staff expenses alone. Recent wage increases in Moab have disqualified many families, who still have great need, from free and reduced lunch, from 47 to 31 percent. The GCSD still continues to fund free breakfast for all. GCSD needs to help to be able to offer affordable preschool to families who need it. Data presented that supports the power of preschool programming in closing the achievement gap for underprivileged children. Enrollment at the preschool was 63 children pre-COVID, and due to current staffing constraints is 30, which will increase throughout the school year as more children become eligible on the day that they turn 3.

Solid Waste Special Service District #1 (Co-Interim Directors LJ Blackburn and Chris Scoville, Accountant Nick Lundberg) (1:32:00)

Director Blackburn brought attention to the development of a new commercial drivers license program through USU-Eastern. District revenues currently under budget, amid efforts to control costs as much as can be controlled. \$500K request consistent with 2021.

Grand County Recreation Special Service District (GCRSSD Board Chair Jim Lewis) (2:00:00)

Chair Lewis explained that Recreation District funds in 2022 have gone to electric scoreboards, extended backstops, pitching mounds and help fund 4th of July fireworks. Increased funding would help with maintenance and operations and also ongoing capital project needs at the Old Spanish Trail Arena. OSTA

facilities getting increasingly consistent use. Planned playground construction at OSTA will be handicap accessible, which will be the first of its kind in Grand County.

Ratification of Payment of Bills

Motion by Commissioner Hedin to approve and ratify payment of bills in the amount of \$868,616.33 and payroll in the amount of \$312,195.75 for a combined total of \$1,180,812.08.

Motion Seconded by Commissioner Stock

Discussion (none at this time)

Motion passes 5-0, Walker absent

Commission Member Disclosures (none at this time)

General Commission Reports and Future Considerations

Jacques Hadler

- Thompson Springs SSD meeting, took a tour of Thompson, water main break from flash flood event, talk of reopening overflow pond
- Flood communications brief
- Meeting with Sheriff Steve White, Emergency Manager will now be a full-time position that has been posted, proposed board to be formed to advise the emergency manager
- Trails Committee meeting, Trail Ambassador program thriving, now with 8 certified volunteers, Colin Topper organizing cleanup efforts at the Bike Skills Park as well as follow-up volunteer cleanup days along Mill Creek

Trisha Hedin

- Emergency meetings regarding Mill Creek flood event and emergency response
- GWSSA meeting, discussion regarding Accessory Dwelling Overlay, Ken's Lake level at 253% compared to 2021, soil moisture at 9500ft at 56%
- Planning Commission Meeting, heavy discussion regarding Alternative Dwelling Overlay

Sarah Stock

- Internal Audit Committee meeting
- Meeting with EDD regarding Love Communications creative brief
- National Groundwater Monitoring Network meeting, effort to get more monitoring wells on the web

Kevin Walker

- No reports at this time

Mary McGann

- 8/18 Canyon County Partnership meeting at Range Creek, spoke with head of State Natural History Association regarding a potential trip to Range Creek for a delegation from Grand County
- Grant Evaluation Committee meeting
- Economic Development Advisory Board meeting, Housing Authority made funding request for educational workshops for the public

- Solid Waste Special Service District meeting, new office building moving forward, as well as software upgrade
- New exhibit at Moab Museum regarding William Grandstaff, Grand County Hospice 'Night of Grief and Mystery' event on September 17th, upcoming observation of International Day of Peace

Josie Kovash

- 8/18 Housing Authority Meeting, demoing software for managing High Density Housing Overlay administration
- 8/18 Special Events Committee, attempts to edify County philosophy in grading and choosing special events

Elected Official Reports

Grand County Clerk/Auditor Gabriel Woytek

- First round of ballot proofs for November General Election close to review stage
- Friday September 9th deadline for Candidate Profile submission to Lt. Governor's Office
- Lunch Meeting with Lt. Governor Henderson

Grand County Attorney Christina Sloan

- 55 hours of work thus far committed to flood response, concerns and potential insurance claims, various plans, updates and policies including updated notification policy, flood emergency plan update, general emergency response plans and stormwater master plan
- Offered clarification that most drainage plans in new developments across the county are private, contingent on HOAs and individual property owners maintaining them, committee set up to examine that dynamic across the county
- Emergency Flood Relief Grant Program, authorized use of Transient Room Taxes

Commission Administrator Report

Commission Administrator Mallory Nassau

- Lots of effort towards Flood Emergency Response Management and Special Events

15 Minute Recess

Approval of Minutes (Gabriel Woytek, Clerk/Auditor) (2:29:20)

August 16th, 2022 (Regular County Commission Meeting)

August 30th, 2022 (Emergency County Commission Meeting)

Motion by Commissioner Stock to approve the minutes from August 16th, 2022 and August 30th, 2022.

Motion Seconded by Commissioner Hedin

Discussion (none at this time)

Motion Passes 5-0, Walker absent

General Business - Action Items, Discussion and Consideration of:

A. Approving Cooperative Agreement with the Utah Department of Public Safety for the 24/7 Sobriety Program (Captain Shan Hackwell, Grand County Sheriff's Office)

Presentation

Program designed to assist individuals with DUIs in keeping their jobs, staying sober, and be productive citizens through a probation period that requires blood alcohol level monitoring. Overview of program given by Captain Hackwell, as shown in the packet. 6 participants would initially be the maximum in the program. No direct fiscal impact with the program other than increased staff time at the Jail in response to testing demand and increased risk associated with comings and goings at the jail. Program model has been very successful in other counties across the state.

Motion by Commissioner McGann to approve the cooperative agreement with the Utah Department of Public Safety for the 24/7 Sobriety Program.

Motion Seconded by Commissioner Hedin

Discussion

Commissioner Stock sought confirmation that there were no additional comments from the County Attorney, who reviewed the contract and is very supportive of the program.

Motion passes 6-0

B. Approving The 2023 Insurance Renewal Rate Increases (Renee Baker, Personnel Services Director) (2:44:00)

Presentation

Staff presented renewal rates for county employee medical benefit package, as shown in the packet.

Motion by Commissioner Hedin to approve the Grand County Medical Insurance renewal with Cigna at the increase of 8.00% and retain the bundle of vision and dental services with Cigna. I also move to approve an increase of 8.00% applied to the employee paid premiums for 2023 Cigna Healthcare Traditional Medical Insurance Plan, monthly cost to the employee of \$127.05 (Single) \$162.29 (2- Party) \$313.58 (Family)

Motion Seconded by Commissioner McGann

Discussion (none at this time)

Motion passes 6-0

C. Consideration of Property Tax Relief for Victims of the Pack Creek Fire (Debbie Swasey, Grand County Assessor) (2:46:25)

Presentation

Assessor Swasey discussed damage and ongoing displacement suffered as a result of fire along Murphy Lane. Similar abatement action was taken after Cinema Court fire.

Motion by Commissioner McGann to approve property tax abatements and refunds to residents affected by the Pack Creek Fire, totaling \$600.59.

Motion Seconded by Commissioner Hedin

Discussion (none at this time)

Motion passes 6-0

D. Approving Bid For 2023 Commercial Appraisal Services (Debbie Swasey, Grand County Assessor) (2:48:30)

Presentation

Assessor Swasey described bid as shown in packet. One bid received by contractor who has completed Grand County's assessment since 2007.

Motion by Commissioner McGann to approve the contract for 2023 commercial appraisal services with The Appraisers, Inc. for \$188,980.

Motion Seconded by Commissioner Kovash

Discussion (none at this time)

Motion passes 6-0

E. Adopting Resolution Approving the Final Plat of Davis Minor Subdivision Affecting Parcel Nos. 02-0020-0054 And 02-0020-0036 (Elissa Martin, Planning and Zoning Director) (2:50:26)

Presentation

Staff presented the proposed resolution, as shown in the packet.

Motion by Commissioner Hedin to approve the Findings of Fact set forth in the staff report dated June 16, 2022 and the proposed Resolution approving the Final Plat of Davis Minor Subdivision.

Motion Seconded by Commissioner Kovash

Discussion (none at this time)

Motion passes 6-0

F. Approving Janssen Opioid Settlement Agreement (Christina Sloan, Grand County Attorney)

Presentation

Attorney Sloan provided clarification that Janssen was not a distributor but a manufacturer. Same legal rules apply to manufacturers and distributors in such a settlement. Details of agreement shown in the packet. This manufacturer has ceased producing opioids. No other similar settlements expected to be coming down the pipeline.

Motion by Commissioner McGann to approve the Janssen Settlement Agreement, authorize the Chair of the Grand County Commission to execute the Janssen Settlement Participation Form, and dismiss Grand County's claims against Defendant Janssen in the Third Judicial District Court, Summit County Case No. 18050019, Grand County v. Teva Pharmaceuticals, Inc., et al.

Motion Seconded by Commissioner Walker

Discussion (none at this time)

Motion passes 6-0

G. Approving Utah Subdivision Agreement to Establish Utah Attorney Fee and Expenses Fund (Christina Sloan, Grand County Attorney)

Presentation

Attorney Sloan explained that this fee agreement is capped at 20% in contrast to fee agreement by previous attorney of 35%. Appears that county attorneys and state attorney general had been misled.

Motion by Commissioner McGann to deny the Utah Subdivision Agreement to Establish Utah Attorney Fee and Expense Fund.

Motion Seconded by Commissioner Hedin

Discussion

Attorney Sloan explained that a motion to postpone might be appropriate given previous 35% fee agreement. Commissioner Walker clarified that since other counties have signed this agreement, joining at this time would be prudent.

Motion by Commissioner Walker to amend the motion to approve rather than deny the agreement.

Motion Seconded by Commissioner Kovash

Motion to amend passes 5-1, McGann opposed

Amended motion passes 5-1, McGann opposed

6 p.m. Citizens to be Heard

Janie Walker spoke with regards to the rental trailer on her property condemned by flood damage. Resident asked whether individuals rather than just businesses and non-profits would be eligible to apply for Flood Relief Grant program. Staff and County attorney offered clarification regarding the design of the program and constraints associated with the use of TRT funds.

Craig Smith spoke on behalf of the Kane Springs Improvement District (Item H), referenced a comment letter offered to the Commission in support of a board of directors made up of resident applicants and county commissioners to make good use of expertise and work done already by the resident developers and available capacity of the Commission to manage the district.

H. Adopting Resolution Certifying the Petition to Create an Improvement District, Creating the Kane Springs Improvement District, and Establishing the Board of Directors (Gabriel Woytek, Grand County Clerk/Auditor and Christina Sloan, Grand County Attorney) (3:18:45)

Presentation

Clerk/Auditor Woytek offered a timeline of the process bringing the current resolution to the table. County Attorney clarified that it was county policy to include one commissioner on district boards, in contrast to developer proposal for a three-member board comprised solely of the developer-residents. County Commission can only be appointed now and not later. Pros and cons discussed regarding board composition. Proposal qualifies as a seasonal development, so that owner-agents can qualify as board members. Commissioner Walker clarified that the County Commission would only have final say over this district as the controlling board. Commissioner Stock asked whether three commissioners and two owner developers could be appointed as the board. Strategic Development Director Baird explained that there was a significant difference between Arches Special Service District and this proposed action, and that this would represent a significant demand of time and energy by the Commission, without support from County staff or resources.

Motion by Commissioner Walker to approve the Resolution certifying the petition to create an improvement district, creating the Kane Springs Improvement District, and appointing the county legislative body as the board of trustees, and authorize the Clerk to sign all necessary certification documentation and transmit the same to the Lt. Governor's Office.

Motion seconded by Commissioner Stock

Discussion

Commissioner Hadler confirmed that the composition of the board can be changed at any time by resolution, expressed that it would be unrealistic to expect that the Commission could fill the role of board of trustees over the long term. Commissioner McGann described the challenge and workload associated with the Solid Waste Special Service District, expressed that the Commission owes it to the citizens of Grand County to have as much control and say as possible over potential developments in this area. County surveyor has to certify that the plat complies with statute. Commissioner Walker expressed that further discussion can take place but a decision has to be made now under a timeline, which can always be adjusted. Kovash described public outcry and sentiment regarding the potential development.

Motion passes 6-0

I. Adopting Resolution Appointing the Initial Board of Trustees of the Kane Springs Improvement District (Gabriel Woytek, Grand County Clerk/Auditor and Christina Sloan, Grand County Attorney)

Tabled without official action

J. Approval Of the Cooperative Marketing Program Expansion with Canuckiwi and The Utah Office of Tourism (August Granath, Economic Development Director, Melissa Stocks, Tourism Promotion Specialist, Ben Alter, Economic Development Specialist)

Presentation

Staff presented the marketing program, described its purpose, and offered details about its approach, as shown in the packet. Approach is closely aligned with the Forever Mighty program oriented towards sustainable tourism. Grand County Economic Development Office will have close oversight of the content. Focus on a balanced visitation calendar that could serve to balance huge visitation surges with slow periods.

Motion by Commissioner Walker to approve the opt-in form and expand Grand County's cooperative marketing program with Canuckiwi and the Utah Office of Tourism.

Motion seconded by Commissioner Walker

Discussion

Commissioner Walker expressed that this was a relatively modest spend that is aligned with the already stated priorities of the Commission. Commissioner Hadler expressed that a modest increase in a desirable type of visitor in the offseason would be very welcome by the business community. Commissioner Kovash expressed support for these very conscientious marketing efforts.

Motion passes 6-0

K. Approval Of Seven MOAB! Tourism Grant 2022 Awards (Ben Alter, Economic Development Specialist) (4:00:00)

Presentation

Staff discussed the learning opportunity associated with this grant, feedback from evaluators was very valuable. Award recipients show in packet.

Motion by Commissioner Stock to approve the following grant awards as part of the Marketing Our Awesome Businesses (MOAB!) Tourism Grant 2022 program: \$4,120.36 to Desert Power Yoga LLC, \$4981.00 to Clapper Adventures LLC, \$5,000.00 to Desert Wild Corp, \$4,500.00 to Moab Donuts LLC, \$4,500.00 to Simply Moab LLC, \$3,500 to Mind Pleasure LLC, \$4,350.00 to La Duena Mexican Kitchen LLC

Motion seconded by Commissioner Kovash

Discussion (none at this time)

Motion passes 6-0

L. Approval of the Contract with Hudson Printing for The Reprint of The Moab Outdoor Adventure Guide (Ben Alter, Economic Development Specialist) (4:02:55)

Presentation

Staff presented contract, as shown in packet. Demand for adventure guide has risen in recent years. This is a rerun of the current edition that is currently low in stock. A rebrand and refresh of content will be planned for 2023.

Motion by Commissioner Stock to approve the contract with Hudson Printing for the reprint of the Moab Outdoor Adventure Guide.

Motion seconded by Commissioner Hedin

Discussion

Commissioner Stock sought clarification that Transient Room Tax Promotion monies would be used for this expenditure, Granath confirmed that they would.

Motion passes 6-0

M. Approval Of Special Event Permit for the 2022 Hummer Club (August Granath, Economic Development Director)

Presentation

Director Granath presented the proposed event as shown in the packet. Small long-running event that previously has not pulled a special event permit, flagged due to having a permit with the Bureau of Land Management. Commissioner Stock sought clarification regarding the timeliness of the application. Commissioner Walker sought clarification as to whether this event previously required a special event permit, Attorney Sloan clarified that it always was. Clarification in special event permitting process regarding whether participant limits apply to the number of vehicles or individual people attending. Commissioner Walker expressed that he won't vote to approve any more events using a piecemeal approach.

Motion by Commissioner McGann to approve the special event permit for the 2022 Hummer Club event pursuant to Ordinance No. 643.

Motion seconded by Commissioner Walker

Discussion

Commissioner Walker expressed that denial of this event would set a poor precedent for the Commission's process in special event approval. Administrator Nassau expressed that a Special Event approval process will be presented at the next Commission meeting.

Motion fails 3-3, Stock, Hedin, Kovash opposed

N. Approval Of Special Event Permit for the 2022 Blazer Bash (August Granath, Economic Development Director)

Presentation

Staff presented event details as shown in the packet. Event had been pulling a BLM event permit, but not Grand County. Commissioner Walker suggested that denial of events would invite unwanted scrutiny, especially immediately prior to a more satisfactory approval and denial process. Administrator Nassau described the current process which triggers Commissioner approval very close to event, which is set to be changed.

Motion by Commissioner Walker to approve the special event permit for the 2022 Blazer Bash pursuant to Ordinance No. 643.

Motion seconded by Commissioner McGann

Discussion

Commissioner Walker spoke in favor of approval in the interest of avoiding controversy and waiting for a more robust process before engaging in event denial. Commissioner McGann expressed eagerness for an improved approval process, expressed concern for individuals associated with these events who will suffer from a sudden cancellation without any part in the process, as well as concern for potential litigation. Attorney Sloan spoke to the Commission's legal authority in approving or denying events for the sake of the safety and welfare of its citizens. Commissioner Kovash pointed out the community's desire to reign in motorized events, and the need by events organizers to make good faith efforts to comply with Grand County's special events processes. Commissioner Hedin expressed discouragement at the unwillingness of the event organizers to comply.

Motion passes 4-2, Stock and Kovash opposed

O. Approval of Special Event Permit for the 2022 Mother of All Boogies (MOAB) (August Granath, Economic Development Director) (4:40:00)

Presentation

Staff presented an overview of the event as shown in the packet. Event has been in operation since 2013 and previously approved by Grand County. Event was denied in 2021 due to late submission. Attorney Sloan clarified that conditions requested by the County have not been included. Discussed conditions to landside parking behavior, airside parking conflict, FAA required pedestrian access, and alcohol use have not been addressed. Security would be included to ensure that the event organizers would enforce their own behavior.

Motion by Commissioner McGann to approve the special event permit for the 2022 Mother of All Boogies (MOAB) pursuant to Ordinance No. 643, subject to County Attorney approval given further conditions.

Motion seconded by Commissioner Kovash

Discussion

Commissioner Walker expressed disapproval of event due to disruption caused to the community by noise impacts of skydiving aircraft. Clarification sought by Commissioner Hadler that the event takes place over four days.

Motion passes 5-1, Walker opposed

P. Approving Economic Development Event Grant Awards (August Granath, Economic Development Director) (4:58:00)

Presentation

Staff presented process and awards, as shown in packet.

Motion by Commissioner McGann to approve the dispersal of funds to the Moab Canyons Endurance Ride and the Red Canyon Pow Wow as recommended by the Travel Council Advisory Board (TCAB).

Motion seconded by Commissioner Kovash

Discussion

Commissioners Kovash and Hadler expressed strong support for the continued establishment of an annual Pow Wow in Grand County.

Motion passes 6-0

Q. Repealing and Replacing the Budget Advisory Board Duties and Functions to Include the Treasurer as a Permanent Board Member (Chris Baird, Strategic Development Director)

Presentation

Staff presented the rationale for the proposed changes.

Motion by Commissioner Stock to approve the ordinance repealing and replacing Ordinance 572, The Grand County Budget Advisory Board Duties and Functions, to replace the term limited Elected Official position with the Grand County Treasurer as a permanent board member.

Motion seconded by Commissioner Hedin

Discussion (none at this time)

Motion passes 6-0

R. First Amendment to the Independent Contractor Agreement Between Grand County and Love Communications for the Purposes of Authorizing \$25,000 to be spent on the Development of Creative Assets and Marketing Materials (August Granath, Economic Development Director)

Presentation

Director Granath presented the agreement as presented in the packet. Materials already screened by a committee that included Commissioners.

Motion by Commissioner McGann to approve the First Amendment to the Independent Contractor Agreement between Grand County and Love Communications for the purposes of authorizing \$25,000 to be spent on the development of creative assets and marketing materials. Motion seconded by Commissioner

Motion seconded by Commissioner Hedin

Discussion (none at this time)

Motion passes 6-0

Consent Agenda – Action Items (5:05:55)

- S.** Specialized Services Agreement Between Grand County (Weeds Department) and Utah State University (Utah Conservation Corps), for Fiscal Year 2023
- T.** Ratify Letter for MLSNF SZ Hydrologic Function and Rehabilitation and Restoration
- U.** Ratifying Request for Assistance for Resources for Disaster Relief Clean-Up
- V.** Ratifying Request for Assistance from Team Rubicon for Disaster Relief Clean-Up

Motion by Commissioner McGann to adopt the Consent Agenda as listed by the Chair.

Motion seconded by Commissioner Hedin

Discussion (none at this time)

Motion passes 6-0

Discussion Items

Discussion on Expanding Direct Marketing, Economic Diversification Programming, Related Financial Updates, Special Event Coordination Needs, and Associated Budget Amendment (Strategic Development Director Chris Baird, Economic Development Director August Granath)

Granath provided an overview of a spending plan in the amount of \$550,000 for tourism promotion and \$500,000 for economic diversification, as recommended by the Utah Office of Tourism, in response to reduced tax revenues and a slow 2022 business environment as described by local businesses.

Baird described the need to expend funds in order to avoid an excess fund balance, which could become non-compliant with limits described in statute. A cooling of the economy has been experienced relative to 2021. Very high inflation rate is the most concerning factor which serves to nullify the expression of average growth rates.

Commissioner Hadler expressed support for the approach and agreed that economic stimulation would be beneficial to the community. Baird offered continued explanation of the complicated dynamics that require a decrease in the budget to reflect a drop in revenues combined with an increased one-time expense in order to address cooling in the economy and the potential non-compliance caused by excess reserves.

Commissioner Kovash expressed reticence in approving large amounts of new promotion spending, but expressed trust and support for new methods of promotion that reflect the will and concerns of the Commission and the community, and break from promotion traditions of the past. Commissioner Walker sought clarification regarding a process for Commission approval of promotional materials, at an early enough juncture where revisions might still be made. Granath suggested that the Commission suggest a process whereby Commission approval and input can be introduced with full transparency and collaboration. Commissioner Kovash stressed the importance of utilizing local talent whenever possible in creating promotional content.

Director Baird discussed the complexity involved in interpreting statute and determining what the fund balance limits actually are, including reporting requirements being set to a particular fiscal cycle that will require more analysis to fully understand. Baird is forecasting an economic recession and downward trend and this action would look to keep Grand County competitive in an environment where other destinations are also responding in this way. Commissioner McGann expressed support for Love Communications and their understanding of Grand County's intentions to promote itself in a particular way, and expressed trust and support for staff's analysis.

Commissioner Stock sought clarification on the breakdown of the currently contemplated expenditure. Expansion of STAR grant allocations to applications already processed and approved but not yet funded. Stock also expressed concern about the nature of drive market promotion.

Commissioner Walker pointed out the lopsided proportion of 50K to international visitation promotion and 500K to domestic drive markets. Consideration could be given to augmenting the Utah Office of Tourism coop fly-in promotion already approved at 300K. Granath to call a meeting with Love to review these proportions and explore the options for redistributing the spend. Granath explained that a two-week lead time is needed to generate proofs of creative content, difficult to expect proofs to be reviewed before promotion is executed.

Baird assured the Commission that Love Communications is aware that the Commission desires to see promotional materials before being released and that responsible and sustainable tourism messaging is the existing policy.

Commissioner Walker discussed the constraints regarding TRT expenditure and the importance in exploring all avenues for expending these funds in creative ways outside of promotion. Commissioner Walker expressed skepticism that the current economic trends trigger the need for a response to rush to promote when growth trends and recent booms in tourism have become so uncomfortable to the community.

Walker and Baird agreed that TRT funds are squarely in line with the funding of a Special Events Coordinator position in Grand County.

Public Hearings (none scheduled)

Closed Session(s)

Motion by Commissioner McGann at 8:52 p.m. to enter closed session to discuss the character, professional competence or physical or mental health of an individual

Motion seconded by Commissioner Hedin

Discussion (none at this time)

Motion passes 6-0

Chair Hadler adjourned meeting at 9:14 pm

Jacques Hadler
Chair, Grand County Commission

Gabriel Woytek
Grand County Clerk/Auditor

DRAFT

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
SEPTEMBER 20, 2022

TITLE:	Public Hearing and Possible Action on an Amendment to the 2022 Transient Room Tax Budgets
FISCAL IMPACT:	\$1,249,752 TRT Fund Balance - \$530,604 General Fund Balance
PRESENTER(S):	Chris Baird – Budget Officer

Prepared By:
Chris Baird

FOR OFFICE USE ONLY:
Attorney Review:

RECOMMENDED MOTION:

HOLD PUBLIC HEARING.

WAIT UNTIL NEXT MEETING

OR,

I MOVE TO SUSPEND POLICY AND VOTE ON THE ITEM TONIGHT

+

I MOVE TO APPROVE THE RESOLUTION AMENDING THE 2022 GRAND COUNTY BUDGET.

BACKGROUND

TRT revenues are on track to come in lower than initially projected for 2022. The budget amendment proposed to pull \$311,624 from the TRT fund balance in Fund 23 to maintain the current budgeted items. Additionally, the amendment proposes to pull \$530,604 from the General Fund balance to cover a respective impact mitigation decrease.

This budget amendment also proposes to draw from Fund 23's balance to cover a \$459,000 expansion of the tourism promotion program, and a \$500,000 expansion of the STAR grant program (economic diversification).

Also included in the budget amendment is a draw from Fund 23's balance to cover the previously approved \$250,000 flood relief grant program. And, a few adjustments to some revenue sources according to year-to-date receipts.

A final proposal in this budget amendment is the initial funding of a Special Events Coordinator position, associated events software, and office inventory for the position. Total anticipated cost for 2022 at ~\$40,752.

The economic development department has requested that the Commission consider voting on this amendment immediately after the public hearing to facilitate the fall tourism promotion proposal.

ATTACHMENT(S):

1. Resolution

RESOLUTION NO. ____ (2022)

A RESOLUTION AMENDING THE 2022 GRAND COUNTY BUDGET

WHEREAS, the Grand County Commission has prepared and advertised a proposed Budget Amendment for the year 2022; and,

WHEREAS, a public hearing was held the 20th day of September, 2022; and,

WHEREAS, the Commission has heard all of the parties in favor of accepting the budget amendment as proposed and those in opposition thereto; and,

WHEREAS, Utah Code Annotated, Title 17, Chapter 36 “Uniform Fiscal Procedures Act for Counties” provides direction and authority for said amendments.

NOW, THEREFORE, the County Legislative Body of Grand County ordains that the budgeted revenues and expenses for the year 2021 are adjusted according to **Exhibit A** attached to this resolution.

APPROVED by the Grand County Commission in open session this ____ day of _____, 2022, by the following vote:

Aye : _____
Nay: _____
Absent: _____

ATTEST:

APPROVE:

Gabriel Woytek, Clerk/Auditor

Jacques Hadler, Commission Chair

EXHIBIT A

Account	2022 Budget	2022 Amend	Change	Notes
23-3890-000-000. CONTRIBUTION FUND SURPLUS	463,518	1,902,269	1,438,751	Increasing draw from the Fund Balance
23-3140-000-000. EXPENSE REIMBURSEMENT	0	80,000	80,000	Adding Revenue from the City for Mobile Stage
23-3651-000-000. RURAL COUNTY GRANT	200,000	225,000	25,000	Adding in Revenue Received
23-3650-000-000. TRAVEL COUNCIL GRANT	150,000	167,625	17,625	Adding in Revenue Received
23-3150-000-000. TRANSIENT ROOM TAX	3,272,194	2,960,570	-311,624	Decreased TRT Revenue Projection
23-4236-320-000. EVENTS COORDINATOR	0	18,000	18,000	SE Coordinator Software & Office Inventory
23-4236-110-000. SALARIES	447,616	470,368	22,752	3 Months Salary/Benefits G9
23-4239-750-000. FLOOD RELIEF GRANT	0	51,000	51,000	Flood Grant for Diversified Businesses
23-4240-310-010. FLOOD RELIEF GRANT	0	199,000	199,000	Flood Grant for Tourism Businesses
23-4240-220-000. ADVERTISING	440,000	899,000	459,000	Increase Tourism Promotion Budget
23-4239-740-000. STAR GRANT	500,000	1,000,000	500,000	Increase STAR Grant Program
26-3140-000-000. TRT MITIGATION	5,571,574	5,040,970	-530,604	Reduce TRT Revenue
26-4226-920-009. LAW ENFORCEMENT/TOURISM	5,004,823	4,474,219	-530,604	Reduce TRT Contribution to GF LE
10-3375-000-000. LAW ENFORCEMENT - TC	5,004,823	4,474,219	-530,604	Reduce TRT Contribution to GF LE
10-3890-000-000. CONTRIBUTION-GENERAL FUND SUPL	0	530604	530,604	Draw from GF Balance to make up for TRT Reduction

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
SEPTEMBER 6TH, 2022

Agenda Item:

TITLE:	Approving Special Events Coordinator job description and pay grade.
FISCAL IMPACT:	Approx. \$85,000 Salary and Benefits (Annual Cost) - \$27,000 for the remainder of 2022.
PRESENTER(S):	Renee Baker, Personnel Services Director Angie Book, Old Spanish Trail Arena Director August Granath, Economic Development 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 SPECIAL EVENTS COORDINATOR JOB DESCRIPTION AND GRADE PLACEMENT AT THE GRADE 9 , ON THE 2022 GRAND COUNTY GRADE AND STEP CHART AND AUTHORIZE RECRUITMENT AND HIRING EFFECTIVE 9/7/2022.

BACKGROUND:

Currently the Special Event permitting process is being completed by the Arena Director for events at the Arena, and by the Economic Development Admin. Assistant for other county-wide events.

This full time position would simplify the process for both the Event Sponsor and the approving authority, by establishing one point of contact for all event permitting across the county. We would like to propose this position now to recruit a candidate prior to the new year, and get them involved in the event process as soon as possible.

Placing this position at the Arena, will allow for the candidate to learn the in and outs of the facility where the majority of the County events are happening. There is also office space for this position at the Arena.

This position can be funded using the Tourism promotion dollars of TRT. From pulling the market data for similar positions, it is the Personnel Services recommendation to place this at the Grade 9.

ATTACHMENT(S):

1. DRAFT JOB DESCRIPTION
2. 2022 MARKET DATA
3. 2022 GRAND COUNTY GRADE AND STEP CHART
4. WAGE AND BENEFITS CALCULATIONS
5. 2022 POSITION PAY PLAN

Grand County

Job Description

Title: 2720	Special Event Coordinator	Job	Code:
Division:	Administration	Effective Date: 9/2022	
Department:	Old Spanish Trail Arena	Last Revised: 8/2022	

GENERAL PURPOSE

Performs a variety of **complex administrative , technical and event management** duties for Grand County facilities and off-premise for special events. Responsible for implementation of event permitting process, annual calendar, multi-department coordination for event success and to oversee and manage budgets, permit compliance and financial transactions associated with fulfillment of these programs.

SUPERVISION RECEIVED

Works under the direct supervision of the Old Spanish Trail Arena Director.

SUPERVISION EXERCISED

None.

ESSENTIAL FUNCTIONS

Serves as the first and centralized point of contact for all event sponsors, during any point in the Special Event Permitting process. Responsible for the entirety of the permitting process including but not limited to booking, coordinating and facilitating events at Grand County facilities and off- premise events permitted in Grand County. Responsible for collecting event permitting fees, and all required documentation needed to obtain a Special Event permit.

Promotes public and private venues and facilities in Grand County; creates an inventory of venues; researches, identifies; and facilitates bidding and solicitation activities with private, public parks, and recreation. Responsibly promotes special events and county facilities through social media, marketing, telephone and email contacts from other facilities, etc.

Prepares materials for the Special Events Advisory Committee, Referral Agencies and Grand County Commission. Presents special event applications to the appropriate approval authority. Coordinates meetings with special event organizer applicants, co-operating agencies, managers, and others to process the applications. Facilitates application review and permitting requirements, including conditional approvals.

Handles issues and troubleshoots emerging problems; maintains and updates special event log; maintains special events County web page(s); conducts pre and post events evaluations and reports outcomes; oversees the special events calendar; works with event organizers to locate venues and services.

Coordinates with Grand County Facilities Staff in scheduling and organizing various set-up and take-down logistics for events; maintains on-going contact with clients as needed to ensure client satisfaction and positive customer experience and relations.

Develops working relationships with meeting planners and event coordinators; assists groups and organizations with logistical planning of on-site and off-site special events and programs; coaches group organizers in the process of setting up and conducting special events, including space requirements, audio-visual equipment, catering, etc. Coordinates and conducts site and event inspections and acts as

the liaison between customers and Grand County staff to assure proper chain of communication and customer satisfaction.

Assures easy access to program and event histories and documentation, contact lists, vendor lists, etc. Utilizes various software applications, i.e. ,MS Office, Google Suite,Adobe product family, scheduling software, sales tracking software, etc., as needed to establish databases, communication documents, illustration and publications;

Creates and tracks additional permits and licenses such as film, temporary business licenses and collects associated additional fees. Works with the Grand County Clerk/ Auditor's office to ensure proper collection of fees. Data collection of permits and licenses issued and fees collected to report to responsible agencies .

Additional duties and responsibilities as assigned.

MINIMUM QUALIFICATIONS

1. Education and Experience:
 2.
 - A. Graduation from high school, plus one (1) year of specialized training in a closely related field.
AND
 - B. Four (4) year of experience performing special events, public relations, marketing, or related duties;
 - C. An equivalent combination of education and experience.
 2. Knowledge, Skills, and Abilities:

Considerable knowledge of purposes, principles and practices of local government; convention/event facilities; private property accommodations, areas of interest, special events, restaurants, etc., available in the Moab area; public relations concepts and practices; public or platform speaking; technical writing; organizational politics; negotiation techniques; interpersonal communication theory and methods; principles of salesmanship; hospitality industry practices; computer operations and technical software applications; desktop publishing; food and catering industry; marketing and public relations practices; proposal development, creative writing and presentation skills; negotiation techniques; strong interpersonal group motivation and communication skills; principles of salesmanship; hospitality industry practices; lead tracking and event booking software. Some knowledge of legal processes associated with maintenance of public records and documents; bookkeeping and basic accounting.

Skill in the use of general office equipment and practices.; math skills; English and grammar skills; the art of diplomacy and cooperative problem solving.

Ability to draft technical reports, documents and agreements; analyze a variety of program issues and problems and make recommendations; communicate effectively verbally and in writing; establish and maintain effective working relationships with professionals, executives (public and private) department heads, co-workers and the public; work independently and deal effectively with stress caused by workload and time deadlines; detailed, disciplined, energetic, responsive, proactive self-starter who exercises initiative, independent judgment and is able to act resourcefully under varying conditions; use radios and pagers.

Evening and weekend hours will be required, including responding to an event-holder's needs at Grand County facilities, emergency situations, and events when requested for security, cleaning, removal of garbage, and general support for the ongoing event.

3. Special Qualifications:

Must possess a current Utah driver's license.

4. Work Environment:

Incumbent of the position generally performs in a typical office setting with appropriate climate controls. Tasks require variety of physical activities, which do not generally involve muscular strain, such as walking, standing, stooping, sitting, reaching and lifting. Must occasionally move up to 25 lbs. Regular talking, hearing and seeing required in the normal course of performing the job. Common eye, hand, finger dexterity required to perform some essential functions. Mental application utilizes memory for details, listening, patience, verbal instructions, emotional stability, discriminating thinking and creative problem solving. Frequent travel required in normal course of job performance

Disclaimer: The above statements describe the general nature, level, and type of work performed by the incumbent(s) assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, demands, and skills required of personnel so classified. Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to any person or persons. Management reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed without notice. This job description supersedes earlier versions.

I _____ have reviewed the above job description.
Date _____

DRAFT



GRAND COUNTY COMPENSATION PAY COMPS

DATA PULLED 8.29.2022

JOB #	ENTITY	PERFERRED TITLE	MIN	MID	MAX
155	WASHINGTON CITY	Rentals /Events/Marketing Coordinator	32,463.00	39,767.00	47,071.00
155	WEST POINT CITY	Events Coordinator	34,257.00	42,421.00	50,585.00
155	SYRACUSE	Events Coordinator	37,461.00	44,709.50	51,958.00
155	SOUTH OGDEN	SPECIAL EVENTS COORDINATOR	39,511.00	51,364.50	63,218.00
155	FARMINGTON	ARTS AND SPECIAL EVENTS COORDINATOR	40,144.00	50,253.00	60,362.00
155	BRIGHAM CITY	Events Coordinator	42,209.00	49,658.00	57,107.00
155	OGDEN	SPECIAL EVENTS COORDINATOR	43,291.00	54,114.00	64,937.00
155	EAGLE MOUNTAIN	SPECIAL EVENTS/SENIOR CENTER MANAGER	44,189.00	54,299.50	64,410.00
155	PAYSON	EVENTS AND CULTURAL ARTS COORDINATOR	44,252.58	53,453.75	62,654.92
155	CACHE COUNTY	Events Center Marketing Assistant	44,806.00	54,663.00	64,520.00
155	DRAPER	Special Events Coordinator	45,261.00	58,781.00	72,301.00
155	WEST VALLEY	SALES & EVENT COORDINATOR	45,438.00	61,436.00	77,434.00
155	NORTH OGDEN	Events Coordinator	45,836.00	51,228.50	56,621.00
155	SARATOGA SPRINGS	Public Relations & Civic Events Supervisor	48,289.00	59,154.00	70,019.00
155	HOLLADAY	Arts Council Executive Director	48,346.00	59,223.50	70,101.00
155	RIVERTON	Comm/Rec Event Coordinator II	48,819.00	60,270.00	71,721.00
155	MONTROSE	Community Events Coordinator	49,448.00	54,137.50	58,827.00
155	DAVIS COUNTY	MARKETING AND EVENTS COORD	49,899.20	63,419.20	76,939.20
155	COTTONWOOD HEIGHT	Culture/ Events Manager	50,024.00	62,046.00	74,068.00
155	SPANISH FORK	Special Events Coordinator	51,111.44	63,889.31	76,667.17
155	SOUTH JORDAN	Special Events Coordinator	51,192.70	61,943.22	72,693.74
155	ST. GEORGE	COMMUNITY ARTS/EXHIBITS ADMINISTRATOR	52,035.00	65,044.00	78,053.00
155	SALT LAKE CITY	Gallivan Event Advertising & Marketing Manager - 000	52,332.80	71,375.20	90,417.60
155	SUMMIT COUNTY	County Fair & Special Events Coordinator	55,027.00	66,077.50	77,128.00
155	TOOELE	EVENT & MARKETING ADMINISTRATOR	55,328.00	67,867.50	80,407.00
155	PARK CITY	Events Coordinator	57,010.00	64,136.50	71,263.00
155	MURRAY	CULTURAL PROGRAMS MANAGER	57,767.16	72,694.20	87,621.23
155	VAIL	Special Events Coordinator	58,288.96	71,409.72	84,530.47
155	WEST JORDAN	EVENTS MANAGER	58,315.48	70,666.36	83,017.23
155	LEHI	SPECIAL EVENT COORDINATOR	58,766.00	71,988.00	85,210.00
155	MOAB	ARTS & SPECIAL EVENTS MANAGER	60,330.00	75,412.50	90,495.00
155	TELLURIDE	Projects Coordinator	61,736.00	74,083.50	86,431.00
AVERAGES			48,849.51	60,030.83	71,212.14
HOURLY AVERAGE			\$23.49	\$28.86	\$34.24
GRAND COUNTY - GRADE 9 (ANNUAL F/T)			48,881.46	61,409.53	73,937.59
GRAND COUNTY - GRADE 9 (HOURLY)			\$23.50	\$29.52	\$35.55

OTHER GC POSTIONS @ GRADE 9	
RESPONSIBLE RECREATION COORDINATOR	
AIRPORT OPERATIONS SPECIALIST	
PARALEGAL	
DEPUTY CLERK/ AUDITOR III	
ECONOMIC DEVELOPMENT SPECIALIST	
IT SUPPORT TECH	
FILM COMMISSIONER	
COMPLIANCE OFFICER	
DISPATCH III	
LEAD WEED CONTROL TECH	

WAGE AND BENEFITS CALCULATOR

		HOURLY	REST OF 2022	ANNUAL
WAGE		\$ 24.9300	\$ 15,955.20	\$ 51,854.40
HEALTH INSURANCE	37%	\$ 9.1893	\$ 5,881.18	\$ 19,113.84
RETIREMENT	16.69%	\$ 4.1608	\$ 2,662.92	\$ 8,654.50
FICA TAXES	7.65%	\$ 1.9071	\$ 1,220.57	\$ 3,966.86
LONG TERM DISABILITY:	0.52%	\$ 0.1296	\$ 82.97	\$ 269.64
WORKERS COMP INSURANCE:	1.72%	\$ 0.4288	\$ 274.43	\$ 891.90
		\$ 40.7457	\$ 26,077.27	\$ 84,751.14



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

TITLE:	Eproval software
FISCAL IMPACT:	\$15,000.00 for first year
PRESENTER(S):	Mallory Nassau

Prepared By:
QH

Attorney Review:

None

SUGGESTED MOTION:

I move to approve the purchase of Eproval special event permitting, management, and tracking software platform.

BACKGROUND:

General

- Eproval offers a software solution for special event application, permitting and after-action reviews, film permit application, permitting, tracking and review, and local grant applications to the County. Due to its customization for local governments, unique features, and flexibility, it could be considered to be a sole-source provider.
- Eproval's main competitors for local government permitting are GovSense, OpenGov, Cloud Permit, and Gov2Biz, although these competitors focus mainly on building permits, inspections, and complaint management.
- There is strong competition in the event permitting business, but most solutions are focused on venues, vendor management and ticket sales. Eventbrite, Cvent, Whova offer popular solutions for event management, but lack the workflows needed by local government.
- Eproval is used by larger cities such as San Diego, Denver, Boulder, and Columbus, and Albuquerque.
- The cost for Eproval is \$15,000.00 for the first year, and it increases to \$20,000.00 in year 2 and \$25,000.00 for year 3. After year 3, the cost stays at \$25,000.00, contingent upon the county renewing the contract. The cost for the 1st year is \$15,000.00.
- Adoption of a robust and well-supported software solution for tracking special events in conjunction with the approval of a Special Event Coordinator position could enhance the ability of staff to better track events, for the eventual coordinator to be familiar with the software from the beginning, and increase the ability of the county to attract and improve quality events over time.

ATTACHMENT(S):

Eproval Assets



Event Approvals, Inc

304 - 343 Railway St
Vancouver British Columbia V6A1A4
Canada

ESTIMATE

EST-000072

Bill To
City of Grand County, UT

Estimate Date : 2022/09/14

Expiry Date : 2022/12/29

#	Item & Description	Qty	Rate	Amount
1	Eproval: ePrimary License Access to Eproval web-based Portal for a period of 1 year with an unlimited number of Users. Base Tier supports one application type for Special Events, as well as a Business License. For the full list of included features, refer to the document eproval Features and Tiering.	1.00 year	15,000.00	15,000.00
2	Eproval Hosting Website hosting for the Eproval Portal in the Microsoft Azure Cloud Hosting platform for a period of 1 year.	1.00 year	0.00	0.00
3	Eproval Training Training administrators and stakeholders to use Eproval. All training sessions will be performed online using GoToMeeting.	1.00 hours	0.00	0.00
4	Eproval Warranty Full solution warranty for 1 year	1.00 year	0.00	0.00
			Sub Total	15,000.00
			Total	\$15,000.00

Notes

All prices in this estimate are in USD, and do not include applicable taxes

Terms & Conditions

Amount due at contract signing is \$15,000 and the date of signature will be the renewal date going forward. Anticipated future annual license subscription will be \$20,000 in year 2, \$25,000 in year 3. Deposits must be paid in full before work will commence. Invoices are payable NET 30.



eproval



The undisputed leader
in special event permitting.



About Eproval

SaaS Model



Eproval is a software as a service (SaaS) company dedicated to helping local governments move processes online, automate workflows and streamline collaboration.

Microsoft/Azure Hosted Platform



With more than 18,000 hours of product development time, 100% Microsoft /Azure-hosted solution is a robust, mature, secure, mobile friendly, and stable platform.

Customer Driven



Staying true to its roots, the product has been developed in response to customer needs and is built on a next generation technology platform.

Why Special Event Permitting?



Special event permitting is one of the most complex processes in a city and yet many civic leaders are not aware of its complexity.



Hosting a festival is like building a city and tearing it down in a day; with all the necessary permits and public safety approvals



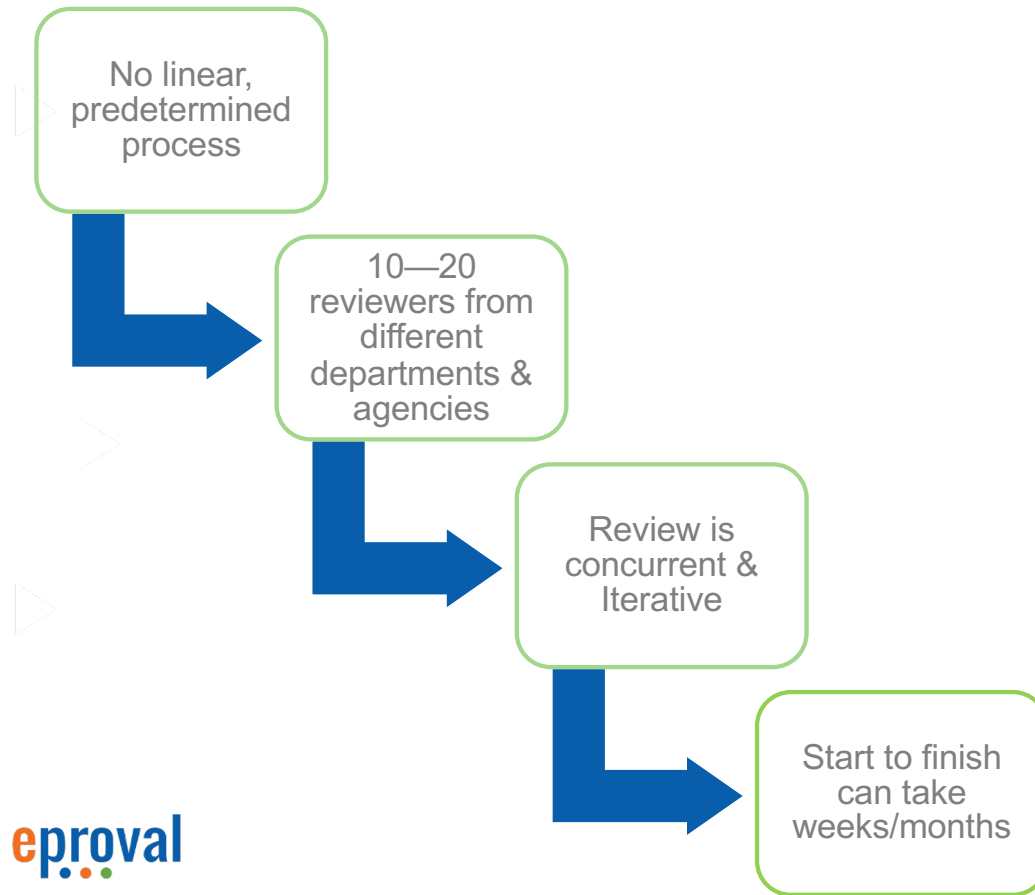
Whether the event is in a small community or major city, the approvals are similar.



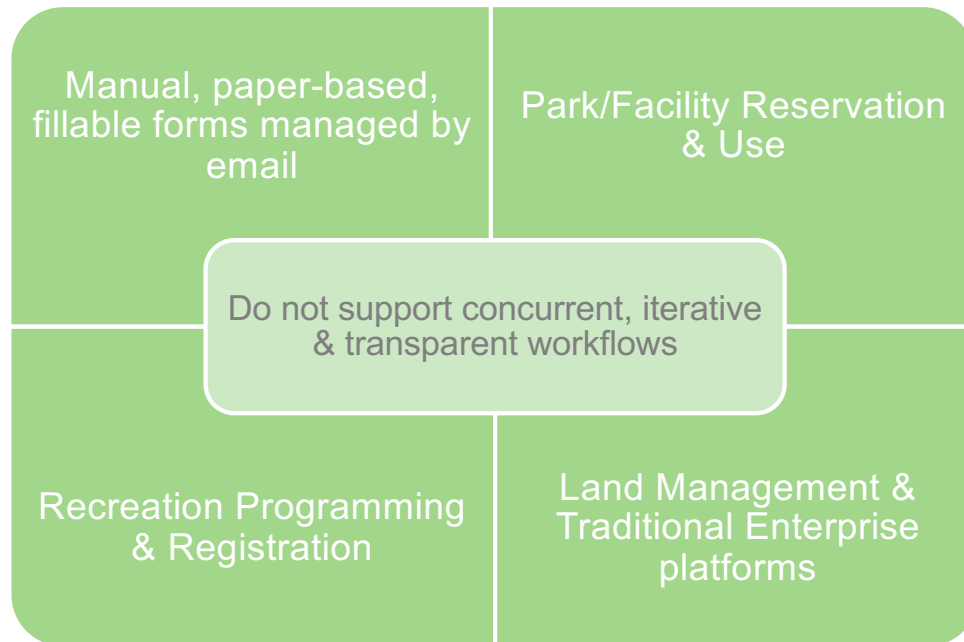
Land use and traditional workflows don't support the concurrent and iterative workflow requirements for special event permitting,



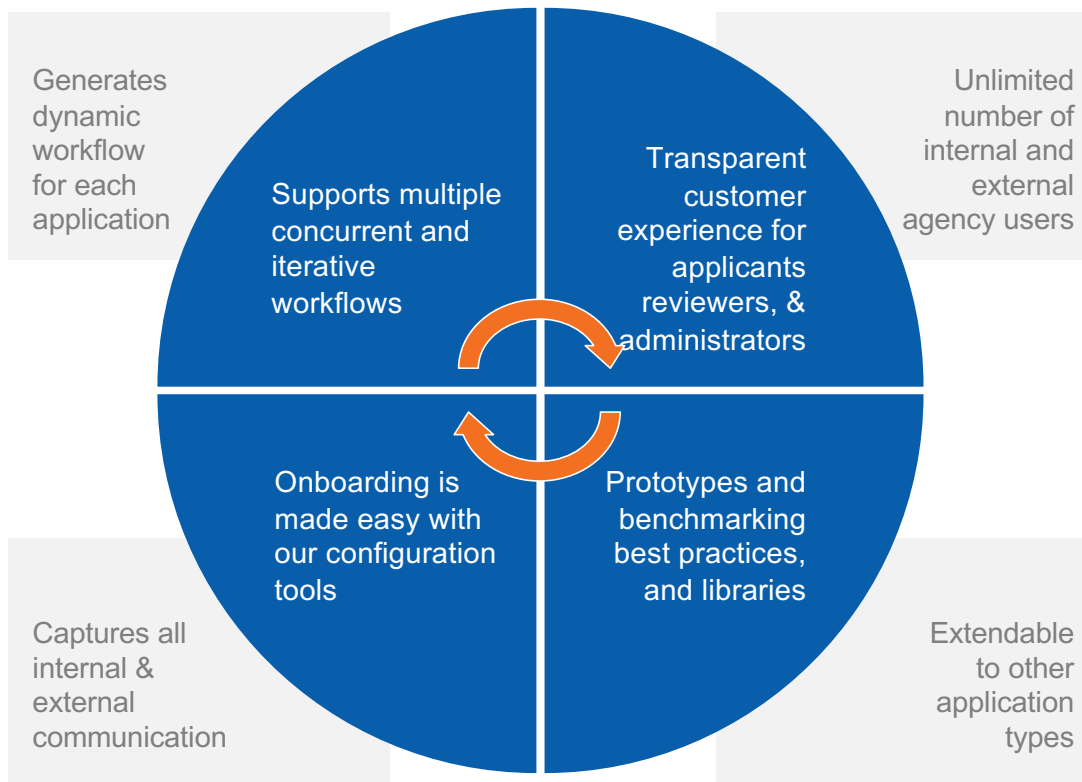
Special Event Permitting is Complex



Why Other Software Falls Short?



What Makes Eproval Unique



eproval



What We Do

Understand local government by providing subject matter experts to assist with change management, benchmarking and onboarding.

Take complex processes and making them simpler and more efficient.

Support unlimited licenses, real-time data, and centralized communication

Deliver innovation and modern technology to enable Smart Cities

eproval



More Eproval Horsepower



Extensive Report Creation Options



Powerful Calendar Function



Flexible Invoice Generation & Automatic Payment Calculation



Application Duplication Tool & Scheduled Email Notifications



Create Additional Application Types



Eproval is Growing

Once our clients onboard their first application they quickly expand.

Eproval currently supports more than 40 permit types.

All customized to the business requirements of our client cities.

eproval



Referenced Customers

Eproval supports complex permitting processes for cities of all sizes across North America.
Some of our clients include:





THANK YOU!

FOR ADDITIONAL INFORMATION OR A DEMO

Jonathan Thompson
Founder and Managing Director
Jonathan@eproval.com

Carolyn Wormser
Chief Innovation Officer
Carolyn@eproval.com

Eproval is the leading software platform used by public agencies for special event permitting and other complex application processes. As the thought leader in the special event permitting space, Eproval provides information to assist agencies in determining the software solution that will best support their business needs.

Many of our clients have tried traditional solutions and learned not all workflow solutions are created equally

THE CHALLENGE OF TRADITIONAL PERMITTING WORKFLOW SOFTWARE

Traditional permitting workflow software is linear and most commonly used to move an application step by step through a predetermined process where one person or area of responsibility is associated with each step. For example, an applicant submits an electrical permit application, the application is reviewed and approved by one reviewer, the workflow moves to inspection by another reviewer and the permit closes-out. Essentially, a sequential, linear process.

SPECIAL EVENT PERMITTING REQUIRES CONCURRENT AND ITERATIVE WORKFLOWS

Special event permit applications do not have a linear, predetermined process. Instead, for each application, a unique workflow is created based on the activities, components, and location of a particular proposed event. Securing a series of supporting permits such as food, alcohol, pyrotechnic, and tenting must be completed and added to the application as part of the process. The review process is concurrent and iterative and frequently involves 10–20 reviewers representing different disciplines, each of whom must be able to concurrently engage in a back and forth process with the applicant.

The necessity for transparency and online collaboration can be critical to the success of the event, risk reduction to the city, and public safety of attendees. For example, the Police Department reviewer recommends the addition of a fenced area to better manage crowds and alcohol, which in turn, causes the Fire Department reviewer to review the fenced area for capacity and safe entry and existing plans. Traditional workflow solutions do not notify reviewers of changes, do not support adding amended information to an existing workflow, or allow for creation of new workflows once the review process has begun; all of which are essential requirements for special event permitting.

Ultimately, the workflow process for special events is significantly deeper (multiple concurrent reviewers) and wider (length of time and number of steps) than is standard in traditional workflow software.

WHAT MAKES EPROVAL'S PERMITTING AND WORKFLOW PLATFORM DIFFERENT?

Eproval is customer driven and continues to expand based on new customer requirements

Eproval is not an adaptation of a land use, registration, fillable form, or data entry system. Working with special event permitting stakeholders across North America, Eproval has developed a platform specifically to meet the needs of public agency special event and other complex permitting. Eproval is a mobile friendly, cloud-based hosted solution using secure data transport protocols that includes a point of sale gateway for online payments. Eproval also:

- Generates a dynamic workflow unique to each application
- Enables iterative and intuitive review processes
- Supports mandatory and additional reviewers
- Includes unlimited number of internal and external agency users
- Captures all internal and external communication across roles within the system, including activity logs, emails, and multiple comment threads.
- Allows special events office (or other business unit) to customize and modify applications
- Provides permitting transparency and efficiency
- Interfaces with existing software such as single log-in and financial systems
- Supports other event-related permit applications
- Requires minimal Information Technology (IT) resources during Implementation and does not require IT resources to support daily operational
- Provides seamless platform releases developed from industry driven requirements



Making it easier to submit, review and approve applications FOR SPECIAL EVENT PERMITS

Eproval is different

Purpose-built for special events, Eproval is designed for local governments offering unlimited licenses, real-time information, centralized communication, unparalleled control and reliability.



Saving time & money

Save time by automatically populating data from prior events, use smart forms to complete required fields, reduce meetings, printing costs & input errors. Maximize collaboration with automated workflows.



Transparency

Stakeholders can apply, review or check permit status in real-time from anywhere using a smartphone. Transparency improves communication, reduces risks & enhances user experience.



Engagement

Automated workflows coordinate city staff & public agencies. Real-time alerts drive timely follow-through on approvals which can be processed on a smartphone. Ease of use & timely updates drive engagement.



Extendable

Flexible & extendable, Eproval allows for unlimited applicants, reviewers and approvers. Forms dynamically extend, modules can be added for payment processing, reports, calendar and more.



Legal archive

A centralized archive acts as a repository for permitting records & a detailed activity log tracks all correspondence. No more sifting through paper files or emails searching for permitting records.



Compliance

Eproval helps keep event organizers aware of their responsibilities. Better-informed applicants & reviewers help drive permitting compliance to avoid unexpected issues.



Easy

Guided by experts knowledgeable in workflow design, we'll move you online, reduce impacts on your IT department & find ways to streamline your process. You'll find Eproval is easy to implement, learn & use.



See Eproval in action

Eproval's automated platform makes special event permitting faster, simpler and easier

SCHEDULE A DEMO TODAY!

www.eproval.com
1.866.931.6805



We're different because special events are different

Eproval's powerful permitting platform coordinates multiple reviewers and approvers allowing stakeholders to tackle different parts of an application at the same time. Traditional platforms follow a sequential approach, but permits are rarely linear. So, we made a better platform.



We've cracked the code on special event permitting

When done right, stakeholders across multiple departments & agencies can collaborate & iterate in real-time. With a proven formula & expertise we'll automate concurrent processes adding flexibility to quickly modify steps, change order, add reviewers, expand functionality & streamline. That's complex. But we've cracked the code & we'll show you how it's done.



Adding predictability to project plans

Eproval is trusted by some of the biggest cities in North America. We add predictability to project plans by addressing concerns over security, implementation timelines and project costs.



Unmatched benefits from SaaS

Eproval's software as a service platform offers rapid implementation, scheduled maintenance & robust security. Built on a rock-solid platform, Eproval allows flexibility to scale services to accommodate unlimited users, launch new application types & add functionality.



Ensuring accurate application data

Eproval's dynamic fields, tips and instructions help reduce input errors by as much as 80%. With Eproval, there are no more incomplete paper forms. Complete application data saves reviewers precious time!



Concurrent, iterative & collaborative

Special event permitting is a non-linear, back-and-forth process. For example, police may recommend a fenced area to manage crowds. This may need to be checked by the fire department to determine capacity & safe entry. Real-time collaboration is an iterative process that drives informed applicants & reviewers.



Purpose-built, flexibility to extend uses

Eproval is made for special events but due to its ease of use is often redeployed for film permits, block parties, grant applications and just about any process with multiple applicants & reviewers.

AGENDA SUMMARY
GRAND COUNTY COMMISSION WORKSHOP & MEETING
SEPTEMBER 20, 2022

TITLE:	Adopting Ordinance repealing and replacing Chapter 8.16 (Special Events) of the Grand County General Ordinances and related Ordinance No. 658
FISCAL IMPACT:	n/a
PRESENTER(S):	Mallory Nassau, Commission Administrator

Prepared By:

Mallory Nassau

FOR OFFICE USE ONLY:

Attorney Review:

Ongoing – 9/20/22
Workshop Scheduled

8.16.160 Final
Decisions/Appeals
section not complete

SUGGESTED MOTION:

I move to repeal Chapter 8.16 (Special Events) of the Grand County General Ordinances and related Ordinance No. 658 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. 658 modifies the special event application process and policies related to review and approval. The proposed Ordinance achieves five primary goals. It:

1. Integrates a Beneficial Impacts Analysis Requirement (and eliminates reference to future Review Guidelines);
2. Establishes a quarterly review schedule for the Commission for those events without a Beneficial Impact, as initially determined by the Special Events Advisory Committee;
3. More clearly sets forth (and revises) the Intent to Apply and Special Event application processes and deadlines, to better guide both County staff and applicants;
4. Integrates the proposed Special Event Coordinator's role processing applications and conducting post event evaluations; and
5. Includes a more robust Post Event Evaluation process.

ATTACHMENT(S):

- Draft Ordinance
- Exhibit A
- Ordinance 658

GRAND COUNTY, UTAH
ORDINANCE NO. ____ (2022)

**TO REPEAL ORDINANCE NO. 658 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 repealed and replaced Ordinance No. 643 (2021) with Ordinance No. 658 (2022) to update Chapter 8.16 to remove COVID-19 guidelines and requirements;

WHEREAS, the County seeks to update Chapter 8.16 to incorporate additional definitions, modify Commission review procedures and requirements, adopt a Commission review schedule, update application deadlines, and integrate the role and responsibilities of a Special Event Coordinator;

WHEREAS, the County Commission held a public meeting on September 20, 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. 658.

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

1. Repeals Ordinance No. 658 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 September 20, 2022 as follows:

Those voting aye:

Those voting nay:

Those absent:

Grand County Commission:

ATTEST:

Jacques Hadler, Chair

Gabriel Woytek, Clerk/Auditor

**DRAFT - Exhibit A will
be added to materials
when finalized.**

**GRAND COUNTY, UTAH
ORDINANCE NO. 658 (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: Hadler, Hedin, Kovash, McGann, Stock, Walker

Those voting nay:

Those absent: Clapper

Grand County Commission:

ATTEST:



4/20/2022

Jacques Hadler, Chair



4/21/2022

Gabriel Woytek, Clerk/Auditor

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.

attachment “Love Communications_Marketing Options Overview”

- Option 1: Additional \$459,000 Drive Market Campaign
 - \$459,000 Drive Campaign targeting northern Utah and 6 out of state drive markets with high lengths of stay.
 - \$300,000 Fly Campaign targeting markets with direct flights or connections to direct flights into Moab. Already budgeted and contracted for Q4 2022. \$450,000 planned to extend this campaign for Spring/Summer 2023.

- Option 2: Shifting \$100,000 from additional Drive Market Campaign to existing Fly Market Campaign
 - \$359,000 Drive Campaign targeting northern Utah and 4 out of state drive markets with high lengths of stay.
 - \$400,000 Fly Campaign targeting markets with direct flights or connections to direct flights into Moab. This would add \$100,000 to the \$300,00 already budgeted and contracted for Q4 2022. \$450,000 planned to extend this campaign for Spring/Summer 2023.

ATTACHMENT(S):

1. Agenda Summary_Second Amendment to Love ICA
 2. Love Communications ICA Second Amendment
 3. Love Communications_Marketing Options Overview
 4. Discover Moab 22_23 - 2022 \$459k Drive Campaign
-

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
SEPTEMBER 20, 2022

TITLE:	Second Amendment to the Independent Contractor Agreement between Grand County and Love Communications
FISCAL IMPACT:	\$459,000
PRESENTER(S):	August Granath, Economic Development Director

Prepared By:

August Granath

Director,
Grand County
Economic
Development

FOR OFFICE USE ONLY:

Attorney Review:

N/A, utilizing
ICA form with no
material changes

SUGGESTED MOTION:

OPTION 1:

I move to approve the Second Amendment to the Independent Contractor Agreement between Grand County and Love Communications for the purposes of authorizing a drive market campaign with a budget of \$459,000, thereby increasing the media buy spending limit to \$759,000.

OPTION 2:

I move to approve the Second Amendment to the Independent Contractor Agreement between Grand County and Love Communications for the purposes of authorizing a drive market campaign with a budget of \$359,000 and increase the budget of the existing fly market campaign by \$100,000, thereby increasing the media buy spending limit to \$759,000.

BACKGROUND:

The Grand County Economic Development Department (EDD) requests that the Grand County Commission approve an amendment to the Independent Contractor Agreement between Grand County and Love Communications. The amendment expands the scope of work and payment sections of the agreement so that the EDD can launch a drive market campaign to be executed by Love Communications.

The EDD is asking for this amendment in part due to below-expected tax returns and visitation to Moab, which has created financial losses for many of our community's businesses. Tax data provided by Strategic Development Director Chris Baird show falls in tax collections, including sales tax, while Visa Destination Insights data accessed by Economic Development Specialist Ben Alter show that, despite a strong start to 2022, visitor spending is overall down in comparison to 2021. Additionally, many local businesses are seeing revenue below 2019 levels while dealing with increased input costs due to inflation.

Love Communications has provided a menu of options for the County Commission's consideration. It is worth noting that a previously discussed International Campaign has been tabled for Fall '22 as Love recommended that we focus on domestic visitation this fall and begin a renewed International strategy in 2023. A complete overview can be found in

attachment “Love Communications_Marketing Options Overview”

- Option 1: Additional \$459,000 Drive Market Campaign
 - \$459,000 Drive Campaign targeting northern Utah and 6 out of state drive markets with high lengths of stay.
 - \$300,000 Fly Campaign targeting markets with direct flights or connections to direct flights into Moab. Already budgeted and contracted for Q4 2022. \$450,000 planned to extend this campaign for Spring/Summer 2023.

- Option 2: Shifting \$100,000 from additional Drive Market Campaign to existing Fly Market Campaign
 - \$359,000 Drive Campaign targeting northern Utah and 4 out of state drive markets with high lengths of stay.
 - \$400,000 Fly Campaign targeting markets with direct flights or connections to direct flights into Moab. This would add \$100,000 to the \$300,00 already budgeted and contracted for Q4 2022. \$450,000 planned to extend this campaign for Spring/Summer 2023.

ATTACHMENT(S):

1. Agenda Summary_Second Amendment to Love ICA
 2. Love Communications ICA Second Amendment
 3. Love Communications_Marketing Options Overview
 4. Discover Moab 22_23 - 2022 \$459k Drive Campaign
-



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Client: Discover Moab

Request: Fly and Drive strategy options

Date: 9/14/22

Objective: Based on strategic feedback, we have created three options on how we could allocate funding to support two initiatives: 1) a campaign targeting Fly Markets, and 2) a campaign targeting Drive Markets.

Travel Trends to keep in mind:

Source: Destination Analysts (September 2022)

- 59.4% of travelers agree that if gas prices don't come down, they will be staying closer to home on their road trips this summer/fall. *Only 19.9% disagree.*
- 28.7% of travelers agree that due to airline's recent issues, they have decided to not travel by air this summer. *40.7% disagree with this statement.*
- 53.2% of travelers will prioritize visiting new places in 2022.
- Utah continues to show strongest in the western region, currently the 19th most desired destination for travelers living in the west.

Two-Pronged Strategy Rationale:

Amongst the concerns of inflation and cost implications on leisure travel, close-to-home road trips is a great opportunity for our Drive campaign to capitalize on — to inspire and influence active travel intenders to choose Moab. We also want to focus on targeting audiences who have not been to Moab before, as people are carefully selecting new destinations to visit. Our fly campaign will target these audiences in longer distance markets to stimulate a longer stay audience that can fly directly into the destination.

Option 1: Revised Drive Markets to include out of state

1. Drive Campaign:

- a. Strategy and Markets:
 - i. Our legacy placements remain as is, targeting northern Utah communities to encourage in-state travel that can be low hanging fruit for this fall to help increase hotel occupancy.
 1. 34% of SLC travelers stay 3 or more days. That number jumps to 61.6% if you change it to those who say two days or longer.
 - ii. As for the digital channels, we have added 6 out-of-state drive markets. The rationale for the market selections, in addition to being a possible road trip origin market, is the longer average length of stay in Moab that these markets produce:
 1. Denver: 57% of people stay 3 nights or more
 2. Phoenix: 67% of travelers stay 3 nights or more
 3. Colorado Springs/Pueblo: 74% of travelers stay 3 nights or more
 4. Boise: 80% of travelers stay 3 nights or more
 5. Idaho Falls: 86.4% of travelers stay 3 nights or more
 6. Las Vegas: 61% of travelers stay 3 nights or more
- b. Budget: \$459,000 for Q4 2022

2. Fly Campaign:

- a. Strategy: Remains the same as presented
- b. Markets: Denver, Los Angeles, Salt Lake, Chicago (focusing on markets that have flights into Moab, as well as Salt Lake City).
- c. Budget: \$750,000
 - i. \$300,000 in Q4 2022
 - ii. \$450,000 in Q1 2023

Option 2: Revised Budget Allocations to favor Fly Campaign

1. Drive Campaign:

- a. Strategy and Markets:
 - i. Our legacy placements remain as is, targeting northern Utah communities to encourage in-state travel that can be low hanging fruit for this fall to help increase hotel occupancy.
 - 1. 34% of SLC travelers stay 3 or more days. That number jumps to 61.6% if you change it to those who say two days or longer.
 - ii. As for the digital channels, we have added 4 out-of-state drive markets. The rationale for the market selections, in addition to being a possible road trip origin market, is the longer average length of stay in Moab that these markets produce:
 - 1. Denver: 57% of people stay 3 nights or more
 - 2. Colorado Springs/Pueblo: 74% of travelers stay 3 nights or more
 - 3. Boise: 80% of travelers stay 3 nights or more
 - 4. Idaho Falls: 86.4% of travelers stay 3 nights or more
- b. Reduced Budget: \$359,000 in Q4 2022
 - i. We would reduce the original \$459,000 drive campaign to \$359,000 and allocate \$100,000 to the Fly campaign, that was first presented to allocate \$300,000 this fall and \$450,000 in Q1.
 - ii. With this reduction, we recommend adding only four out-of-state markets in addition to the legacy northern Utah focus.

2. Fly Campaign:

- a. Strategy: Remains the same as presented
- b. Markets: Denver, Los Angeles, Salt Lake, Chicago (focusing on markets that have flights into Moab, as well as Salt Lake City).
- c. New Budget: \$850,000
 - i. We allocate the additional \$100,000 to the fall, resulting in \$400,000 in Q4 2022
 - ii. Keep \$450,000 in Q1 2023

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
SEPTEMBER 20, 2022

Agenda Item:

TITLE:	Adopting proposed resolution allocating health care facilities sales and use tax revenues received during calendar year 2023 to eligible entities
FISCAL IMPACT:	
PRESENTER(S):	Chris Baird, Budget Officer

<p>Prepared By:</p> <p>Chris Baird</p>

MOTION:

I move to adopt the resolution allocating healthcare facilities sales and use tax revenues received during calendar year 2023.

BACKGROUND:

Per State Code, the County Commission is the body that determines the annual allocation of Rural Health Care tax funds to eligible entities within Grand County.

Utah Code Ann. §59-12-802(1)(b) states, "Subject to Subsection (3), the money collected from a tax under this section may be used to fund (ii) for a county of the fifth or sixth class:

- (A) rural emergency medical services in that county;
- (B) federally qualified health centers in that county;
- (C) freestanding urgent care centers in that county;
- (D) rural county health care facilities in that county;
- (E) rural health clinics in that county; or
- (F) a combination of Subsections (1)(b)(ii)(A) through (E)."; and

"The money collected from a tax imposed under Subsection (1) by a county of the fifth or sixth class may only be used to fund:

- (i) ongoing operating expenses of a center, clinic, or facility described in Subsection (1)(b)(ii) within that county;
- (ii) the acquisition of land for a center, clinic, or facility described in Subsection (1)(b)(ii) within that county;
- (iii) the design, construction, equipping, or furnishing of a center, clinic, or facility described in Subsection (1)(b)(ii) within that county; or
- (iv) rural emergency medical services within that county."

The Canyonlands Healthcare Special Service District has requested 57% of the Healthcare Tax.

EMS special Services District has requested 43% of the Healthcare tax and 50% of State PILT.

Canyonlands Healthcare Special Service District indicates that they will likely be able to make the Disproportionate Share Hospital match using their allocation of the sales tax.

FOR OFFICE USE ONLY:

<p>Attorney Review:</p> <p>N/A</p>

ATTACHMENT(S):

1. Draft resolution allocating healthcare facilities sales and use tax revenues received during calendar year 2023 to be distributed quarterly by Grand County
 2. Worksheet
-

RESOLUTION NO. ____ (2022)

**A RESOLUTION OF THE GRAND COUNTY COMMISSION
ALLOCATING HEALTHCARE FACILITIES SALES AND USE TAX
REVENUES
RECEIVED DURING CALENDAR YEAR 2023
TO BE DISTRIBUTED QUARTERLY BY GRAND COUNTY**

WHEREAS, Utah Code Ann. §17-50-302 authorizes counties to assess and collect taxes as prescribed by statute; and

WHEREAS, Canyonlands Health Care Special Service District, a District formed by Grand County (such district formerly known as the Grand County Hospital Special Service District) and a body politic of the State of Utah, expanded its services by Resolution No. 2610 in May 2003 “to include providing over sight of services for long-term care, acute and chronic care, adult day care, hospice care, emergency medical services, manage and own physician clinics, and meet other health care needs which may or may not be encompassed in the construction, maintenance and operation of a hospital;” and

WHEREAS, Canyonlands Health Care Special Service District owns Canyonlands Care Center, a long-term nursing care facility located in Moab, Grand County, Utah; and

WHEREAS, Senate Bill 176 was introduced into the State’s 2014 General Session to clarify that the healthcare facilities sales and use tax could be used for helping to fund operations of a rural county nursing care facility that is owned by a special service district; and

WHEREAS, State Code was modified, effective May 13, 2014, based on passage of Senate Bill 176, to allow a rural county to consider a resolution to effect a healthcare facilities sales and use tax for a nursing care facility owned by a special service district; and

WHEREAS, on May 26, 2016 the Canyonlands Healthcare Special Service District Administrative Control Board requested the Grand County Council to adopt a resolution to initiate the process to ask registered voters in the November 2016 election whether Grand County shall impose a healthcare facilities sales and use tax of up to one-half of one percent to be used as allowed by State statute, including to help fund the operations of Canyonlands Care Center—a long-term care facility in Grand County—and to help fund Grand County Emergency Medical Services; and

WHEREAS, on June 7, 2016, the Grand County Council adopted Resolution No. 3074 to ask registered voters in the November 2016 election whether Grand County shall impose such healthcare facilities sales and use tax in said amount and for said purposes; and

WHEREAS, in the November 2016 election, the ballot proposition passed for imposing a healthcare facilities sales and use tax of up to one-half of one percent to be used as allowed by State statute, including to help fund the operations of Canyonlands Care Center—a long-term care facility in Grand County—and to help fund Grand County Emergency Medical Services; and

WHEREAS, on December 20, 2016, the County Council adopted Ordinance No. 554 to enact the healthcare sales and use tax of exactly one-half of one percent, effective April 1, 2017, and to notify the Utah Tax Commission of same; and

WHEREAS, the Utah Tax Commission was provided a fully executed copy prior to December 31, 2016 of Ordinance No. 554; and

WHEREAS, all monies collected from a tax under Utah Code Ann. §59-12-802 shall be distributed quarterly by the county legislative body; and

WHEREAS, Utah Code Ann. §59-12-802(1)(b) states, “Subject to Subsection (3), the money collected from a tax under this section may be used to fund (ii) for a county of the fifth or sixth class: (A) rural emergency medical services in that county; (B) federally qualified health centers in that county; (C) freestanding urgent care centers in that county; (D) rural county health care facilities in that county; (E) rural health clinics in that county; or (F) a combination of Subsections (1)(b)(ii)(A) through (E).”; and

WHEREAS, Utah Code Ann. § 59-12-802(3)(b) states “The money collected from a tax imposed under Subsection (1) by a county of the fifth or sixth class may only be used to fund:

- (i) ongoing operating expenses of a center, clinic, or facility described in Subsection (1)(b)(ii) within that county;
- (ii) the acquisition of land for a center, clinic, or facility described in Subsection (1)(b)(ii) within that county;
- (iii) the design, construction, equipping, or furnishing of a center, clinic, or facility described in Subsection (1)(b)(ii) within that county; or
- (iv) rural emergency medical services within that county.”; and

WHEREAS, Utah Code Ann. § 59-12-802 states “a tax under this section shall be levied for a period of 10 years and may be reauthorized at the end of the ten-year period by the county legislative body as provided in Subsection (1).”

NOW, THEREFORE, BE IT RESOLVED BY THE GRAND COUNTY

COMMISSION, STATE OF UTAH, THAT the healthcare facilities sales and use tax revenues received by Grand County from the Utah Tax Commission during calendar year 2023, shall be allocated as follows:

57% to Canyonlands Healthcare Special Service District

43% to Grand County Emergency Medical Services Special Services District

PASSED AND APPROVED THIS 20th DAY OF SEPTEMBER, 2022, BY THE FOLLOWING VOTE:

AYE:

NAY:

ABSENT:

ATTEST:

GRAND COUNTY COMMISSION

Gabriel Woytek, Clerk/Auditor

Jacques Hadler, Chair

	2023 Recommendation		2023 Requests	2022 Commission Approved	
Canyonlands Health Care SSD					
UDOF-Appropriated Mineral Lease	0.00%		57% Healthcare Tax	0.00%	\$0.00
DWS-Appropriated Mineral Lease	0.00%			0.00%	\$0.00
State PILT	0.00%			0.00%	\$0.00
Rural Healthcare Sales Tax	57%	\$1,691,498.37		60%	\$1,952,876.69
Total		\$1,691,498.37		Total	\$1,952,876.69
EMS					
UDOF-Appropriated Mineral Lease	0.00%		43% Tax 50% PILT	0.00%	\$0.00
DWS-Appropriated Mineral Lease	0.00%			0.00%	\$0.00
State PILT	50.00%	\$167,995.00		50.00%	\$153,603.50
Transient Room Tax					
Rural Healthcare Sales Tax	43.00%	\$1,276,042.63		40.00%	\$1,301,917.79
Total		\$1,444,037.63	Total	\$1,455,521.29	
Recreation SSD					
UDOF-Appropriated Mineral Lease	23%	\$91,218.86	Same as 2022	23%	\$91,218.86
DWS-Appropriated Mineral Lease	65%	\$106,582.45		65%	\$106,582.45
Transient Room Tax	Youth Sports/Grants	\$137,000.00		Youth Sports/Grants	\$137,000.00
State PILT	30%	\$100,797.00		30%	\$92,162.10
Total		\$435,598.31		Total	\$426,963.41
School District					
UDOF-Appropriated Mineral Lease	10%	\$39,660.37	Same as 2022	10%	\$39,660.37
DWS-Appropriated Mineral Lease	0%	\$0.00		0%	\$0.00
State PILT	20%	\$67,198.00		20%	\$61,441.40
USFS Secure Rural Schools	50%	\$14,049.00		50%	\$14,049.00
Total		\$120,907.37		Total	\$115,150.77
Transportation SSD					
UDOF-Appropriated Mineral Lease	57.00%	\$226,064.12	Proportional to Stormwater Needs	57.00%	\$226,064.12
DWS-Appropriated Mineral Lease	0%			0%	\$0.00
State PILT	0%			0%	\$0.00
USFS Secure Rural Schools	50%	\$14,049.00		50%	\$14,049.00
Total		\$240,113.12		Total	\$240,113.12
Solid Waste SSD					
UDOF-Appropriated Mineral Lease	10%	\$39,660.37	Same as 2022	10%	\$39,660.37
DWS-Appropriated Mineral Lease	35.00%	\$57,390.55		35.00%	\$57,390.55
State PILT	0%			0%	\$0.00
Transient Room Tax		\$400,000.00			\$400,000.00
Total		\$497,050.92		Total	\$497,050.92

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
SEPTEMBER 20, 2022

Agenda Item:

TITLE:	Approving allocations of Transient Room Tax funds for calendar year 2023
FISCAL IMPACT:	\$537,000
PRESENTER(S):	Chris Baird, Budget Officer/Commission Administrator

Prepared By:

FOR OFFICE USE ONLY:

Attorney Review:

N/A

MOTION:

I Move to direct the Budget Advisory Board to draft for inclusion in the 2023 Tentative Budget allocations as follows from transient room tax:

\$400,000 to the Grand County Solid Waste Special Service District.

AND

\$137,000 to the Grand County Recreation Special Service District.

BACKGROUND:

Grand County may provide Transient Room Tax funding for various services as allowed by statute in order to mitigate the impacts of tourism.

Transient Room Tax may also be used for the establishment and promotion of recreation.

The proposed allocations are the same as those approved for 2022.

ATTACHMENT(S):

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
SEPTEMBER 20, 2022

Agenda Item:

TITLE:	Selecting Secure Rural Schools Election and Approving Allocations
FISCAL IMPACT:	~\$28,098
PRESENTER(S):	Chris Baird, Budget Officer

Prepared By:

Chris Baird

FOR OFFICE USE ONLY:

Attorney Review:

N/A

MOTION:

I Move to send the attached letter to the Utah Department of Government Operations indicating that Grand County elects to use 100% of it's Secure Rural Schools allocation for Title I uses, and to allocate 50% of the funding to the Grand Count School District and 50% to the Grand County Transportation District.

BACKGROUND:

While It's possible for Grand County to elect to put 15-20% of it's allocation toward Title III uses, the associated process involved and additional administrative work are too great to justify such a small allocation to Title III.

Election Percentage Restrictions:

Minor Distribution:

- Less than \$100,000.
- May elect 100% on public roads and schools.
- May elect 15 - 20% to title II and/or title III. (The total of title II & title III must be no less than 15% and no more than 20%.)
- May return the funds to the Federal Government.

Modest Distribution


- \$100,000 - 350,000
- Must elect 15 - 20% to title II and/or title III. (The total of title II & title III must be no less than 15% and no more than 20%.)
- May return the funds to the Federal Government.

Major Distribution

- Over \$350,000
- Must elect 15 - 20% to title II and/or title III. (The total of title II & title III must be no less than 15% and no more than 20%. Title III may not exceed 7%)
- May return the funds to the Federal Government.

ATTACHMENT(S):

SRS Brief & Letter

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Forest Service
U.S. DEPARTMENT OF AGRICULTURE

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Secure Rural Schools - Categories

The Secure Rural Schools Act breaks payments into three distinct categories, or Titles:

- **Title I** for roads and schools
- **Title II** for projects on Federal lands
- **Title III** for county projects.

Below is an explanation of each:

Title I - Roads & Schools

Counties generally receive the majority of Secure Rural Schools funds under Title I, which is designated for the benefit of public schools and public roads. In years when the Secure Rural Schools Act is reauthorized by Congress, Title I payments are made from the USDA Forest Service to states. States then distribute the payment to all eligible counties. The funds must be passed through to local governmental entities for use at the county level (but not necessarily to county governments themselves). Each state must spend the funds on road and school programs, and state law sets forth how the payments are to be allocated between road and school projects. The state laws differ widely, generally ranging from 30% to 100% for school programs.

Title II - Special Projects on Federal Lands

Counties typically receive 20% or less of Secure Rural Schools funds under Title II, which are used by willing Federal agencies, State and local governments, private and nonprofit entities, and landowners for protection, restoration and enhancement of fish and wildlife habitat, and other natural resource objectives on Federal land and on non-Federal land where projects would benefit these resources on Federal land.

Rather than being distributed to the State, Title II funds are retained by the Forest Service and are allocated to specific projects that have been reviewed and recommended by a local

Resource Advisory Committee.

Resource Advisory Committees must initiate (recommend) Title II projects by September 30, 2025. Project funds must be obligated by Sept. 30, 2026

Title III - County Projects

Funds received under Title III are used to:

- carry out activities under the Firewise Communities program
- reimburse the participating county for search and rescue and other emergency services, including firefighting and law enforcement patrols
- cover training costs and equipment purchases directly related to the emergency service
- develop and carry out community wildfire protection plans.
- provide or expand access to broadband telecommunications services

In years when the Secure Rural Schools Act is reauthorized by Congress, Title III payments are made from the Forest Service to states. States then distribute the payment to all eligible counties.

There is a required 45-day public comment period before using Title III funds. Eligible counties must first publish in a publication of local record a proposal that describes the intended use of the county funds. The county also must submit the proposal to any Resource Advisory Committee for the participating county. Counties are required to certify use of Title III funds. Please see our FAQs on the certification process.

Find out more about Title III with our FAQs.

Secure Rural Schools

Payments

Archived Payments

The Act

Title Categories

Payments to Counties Bankhead-Jones

Contact



GRAND COUNTY COMMISSION
**Jacques Hadler (Chair) · Mary McGann (Vice
Chair)**
Evan Clapper · Sarah Stock · Kevin Walker
Trisha Hedin · Josie Kovash

September 20, 2022

Mr. Mark Smith
Office Specialist II
Utah Department of Government Operations
Division of Finance
801-957-7701
mwsmith@utah.gov

Dear Ms. Smith,

Grand County has chosen 100% allocation of the Secure Rural Schools Act State Payment to Title I projects earmarked for schools and county roads with 50% to be allocated to the Grand County School District and 50% to be allocated to the Grand County Transportation Special Service District.

If there are any questions, please contact Chris Baird, Grand County Budget Officer, at (435) 259-4142, or cbaird@grandcountyutah.net.

Sincerely,

Jacques Hadler, Chair
Grand County Commission

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
SEPTEMBER 20, 2022

TITLE:	Adopting proposed resolution allocating mineral lease funds and state PILT allocated to Grand County by the State of Utah during calendar year 2023 to eligible special service districts and/or to the school district
FISCAL IMPACT:	See worksheet
PRESENTER(S):	Chris Baird, Budget Officer

Prepared By:

FOR OFFICE USE ONLY:
Attorney Review:

N/A

MOTION:

I move to adopt the resolution allocating Mineral Lease and State PILT funds to eligible districts as per the resolution.

BACKGROUND:

Per State Code, the County Commission is the body that determines the annual allocation of Mineral Lease, and State Payment in Lieu of Taxes.

Over time each district's financial positions and needs change. Therefore it is necessary to evaluate funding priority using the financial statements, balance sheets, and budgets provided by each district on a year-to-year basis. No assumption should be made that existing allocations will provide equitable priority in future years.

In addition, as transient room taxes are also requested, and these funds may also be used by Grand County to offset its own general fund expenses, Grand Co.'s financial needs and priorities must also be balanced with the needs and priorities of the districts.

The commission maintains the greatest flexibility by evaluating all of the above fund allocations at the same time. This practice provides more options for providing prioritized funding than addressing some funding allocations independent of one another.

The Districts have requested that the 2023 Mineral Lease and PILT allocations remain the same as was approved for 2022.

Therefore, the resolution for 2023 maintains the same allocations as was approved for 2022.

ATTACHMENT(S):

1. Worksheet
2. A resolution of the Grand County Commission allocating mineral lease funds and state PILT received during calendar year 2023 to be appropriated by the state of Utah during fiscal years 2023 and 2024

	2023 Recommendation		2023 Requests	2022 Commission Approved	
Canyonlands Health Care SSD					
UDOF-Appropriated Mineral Lease	0.00%		57% Healthcare Tax	0.00%	\$0.00
DWS-Appropriated Mineral Lease	0.00%			0.00%	\$0.00
State PILT	0.00%			0.00%	\$0.00
Rural Healthcare Sales Tax	57%	\$1,691,498.37		60%	\$1,952,876.69
Total		\$1,691,498.37		Total	\$1,952,876.69
EMS					
UDOF-Appropriated Mineral Lease	0.00%		43% Tax 50% PILT	0.00%	\$0.00
DWS-Appropriated Mineral Lease	0.00%			0.00%	\$0.00
State PILT	50.00%	\$167,995.00		50.00%	\$153,603.50
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Recreation SSD					
UDOF-Appropriated Mineral Lease	23%	\$91,218.86	Same as 2022	23%	\$91,218.86
DWS-Appropriated Mineral Lease	65%	\$106,582.45		65%	\$106,582.45
Transient Room Tax	Youth Sports/Grants	\$137,000.00		Youth Sports/Grants	\$137,000.00
State PILT	30%	\$100,797.00		30%	\$92,162.10
Total		\$435,598.31		Total	\$426,963.41
School District					
UDOF-Appropriated Mineral Lease	10%	\$39,660.37	Same as 2022	10%	\$39,660.37
DWS-Appropriated Mineral Lease	0%	\$0.00		0%	\$0.00
State PILT	20%	\$67,198.00		20%	\$61,441.40
USFS Secure Rural Schools	50%	\$14,049.00		50%	\$14,049.00
Total		\$120,907.37		Total	\$115,150.77
Transportation SSD					
UDOF-Appropriated Mineral Lease	57.00%	\$226,064.12	Proportional to Stormwater Needs	57.00%	\$226,064.12
DWS-Appropriated Mineral Lease	0%			0%	\$0.00
State PILT	0%			0%	\$0.00
USFS Secure Rural Schools	50%	\$14,049.00		50%	\$14,049.00
Total		\$240,113.12		Total	\$240,113.12
Solid Waste SSD					
UDOF-Appropriated Mineral Lease	10%	\$39,660.37	Same as 2022	10%	\$39,660.37
DWS-Appropriated Mineral Lease	35.00%	\$57,390.55		35.00%	\$57,390.55
State PILT	0%			0%	\$0.00
Transient Room Tax		\$400,000.00			\$400,000.00
Total		\$497,050.92		Total	\$497,050.92

RESOLUTION NO. ____ (2023)

**A RESOLUTION OF THE GRAND COUNTY COMMISSION
ALLOCATING MINERAL LEASE FUNDS
AND STATE PILT
RECEIVED DURING CALENDAR YEAR 2023
TO BE APPROPRIATED BY THE STATE OF UTAH
DURING FISCAL YEARS 2023/24**

WHEREAS, Section 59-21-2-(2)(a) Utah Code Annotated established a Mineral Lease Account and provides for the distribution of monies received by the State of Utah from the United States under the provisions of the Act of Congress of February 25, 1920, known as the "Mineral Lands Leasing Act of 1920", 30 U.S.C. Sec. 191; and

WHEREAS, Section 59-21-2-(2) Utah Code Annotated enumerates the requirements associated with the allocation of monies from the Mineral Lease Account to Utah counties; and

I. Regarding Utah Division of Finance (UDOF)-Appropriated Mineral Lease Funds:

WHEREAS, Section 59-21-2-(2)(h)(i) of the Utah Code Annotated states (*emphasis added*) "The Legislature shall annually appropriate to the Division of Finance 40% of all deposits made to the Mineral Lease Account to be distributed as provided in Subsection (2)(h)(ii) to:

(A) counties;

(B) *special service districts established:*

(I) *by counties;*

(II) *under Title 17D, Chapter 1, Special Service District Act; and*

(III) *for the purpose of constructing, repairing, or maintaining roads; or*

(C) *special service districts established:*

(I) *by counties;*

(II) *under Title 17D, Chapter 1, Special Service District Act; and*

(III) *for other purposes authorized by statute"; and*

WHEREAS, Section 59-21-2-(2)(h)(ii) of the Utah Code Annotated states (*emphasis added*) "The Division of Finance shall allocate the funds specified in Subsection (2)(h)(i):

(A) in amounts proportionate to the amount of mineral lease money generated by each county; and

(B) to a county or *special service district established by a county under Title 17D, Chapter 1, Special Service District Act, as determined by the county legislative body"; and*

WHEREAS, this allocation shall be known as "UDOF-Appropriated Mineral Lease Funds," more specifically described in 59-21-2(2)(a)-(k); and

II. Regarding Department of Workforce Services (DWS)-Appropriated Mineral Lease Account Funds:

WHEREAS, Section 59-21-2-(2)(i)(i) of the Utah Code Annotated states (*emphasis added*) “The Legislature shall annually appropriate 5% of all deposits made to the Mineral Lease Account to the Department of Workforce Services (DWS) to be distributed as provided in Subsection (2)(i)(i) to:

(A) *special service districts established:*

(I) *by counties;*

(II) *under Title 17D, Chapter 1, Special Service District Act; and*

(III) *for the purpose of constructing, repairing, or maintaining roads; or*

(B) *special service districts established:*

(I) *by counties;*

(II) *under Title 17D, Chapter 1, Special Service District Act; and*

(III) *for other purposes authorized by statute”; and*

WHEREAS, Special Service Districts established by Grand County under Title 17D, Chapter 1, Special Service District Act meet the requirements contained in Section 59-21-2-(2)(i)(ii) of the Utah Code and are eligible for appropriations of said funds in accordance with Section 59-21-2-(2)(i)(iv); and

WHEREAS, Section 59-21-2-(2)(i)(iv)(B) of the Utah Code Annotated states (*emphasis added*) “(B) after making the allocations described in Subsection (2)(i)(iv)(A), *distribute the allocated revenues to special service districts established by the counties under Title 17D, Chapter 1, Special Service District Act*, as determined by the executive director of the Department of Workforce Services after consulting with the *county legislative bodies of the counties meeting the requirements of Subsections (2)(i)(ii) and (iii)*”; and

WHEREAS, this allocation shall be known as “DWS-Appropriated Mineral Lease Funds” more specifically described in 59-21-2-(1)(a)-(d); and

III. Regarding State PILT (Payment in Lieu of Taxes):

WHEREAS, Section 59-21-2-(2)(j)(i) of the Utah Code Annotated states (*emphasis added*) “The Legislature shall annually make the following appropriations from the Mineral Lease Account:

(A) *an amount equal to 52 cents multiplied by the number of acres of school or institutional trust lands, lands owned by the Division of Parks and Recreation, and lands owned by the Division of Wildlife Resources that are not under an in lieu of taxes contract, to each county in which those lands are located; and*

WHEREAS, Section 59-21-2-(2)(j)(ii) of the Utah Code Annotated states (*emphasis added*) “A county receiving money under Subsection (2)(j)(i) may, as determined by the county legislative body, *distribute the money or a portion of the money to:*

(A) *special service districts established by the county under Title 17D, Chapter 1, Special Service District Act;*

(B) *school districts; or*

(C) *public institutions of higher education”; and*

WHEREAS, this allocation shall be known as “State PILT”; and

WHEREAS, the Grand County Commission wishes to allocate these Mineral Lease Funds and State PILT according to the provisions of Sections 59-21-2 Utah Code Annotated;

NOW, THEREFORE, BE IT RESOLVED BY THE GRAND COUNTY COMMISSION, STATE OF UTAH, THAT UDOT-Appropriated Mineral Lease Funds, DWS-Appropriated Mineral Lease Funds, and State PILT, each received by the State during calendar year 2023 shall be distributed in the following manner:

I. UDOF-Appropriated Mineral Lease:

23% of funds received in calendar year 2023 shall be allocated to the Grand County Recreation Special Service District No. 1.

57% of funds received in calendar year 2023 shall be allocated to the Grand County Transportation Special Service District.

10% of funds received in calendar year 2023 shall be allocated to the Grand County School District.

Further, County Staff shall provide the Utah Division of Finance a copy of this resolution as notification of the Grand County Commission's 2023 allocation of UDOT-Appropriated Mineral Lease Funds.

II. DWS-Appropriated Mineral Lease:

65% of funds received in calendar year 2023 shall be allocated to the Grand County Recreation Special Service District No. 1.

35% of funds received in calendar year 2023 shall be allocated to the Solid Waste Management Special Service District No. 1.

Further, County Staff shall provide the Utah Department of Workforce Services a copy of this resolution as notification of the Grand County Commission's 2023 allocation of DWS-Appropriated Mineral Lease Funds.

III. State PILT:

50% of funds received in calendar year 2023 shall be allocated to the Emergency Medical Services Special Service District.

30% of funds received in calendar year 2023 shall be allocated to the Grand County Recreation Special Service District No. 1.

20% of funds received in calendar year 2023 shall be allocated to the Grand County School District.

Further, County Staff shall provide the Utah Department of Finance a copy of this resolution as notification of the Grand County Commission's 2023 allocation of State PILT.

PASSED AND APPROVED THIS 20th DAY OF SEPTEMBER, 2022, BY THE FOLLOWING VOTE:

AYE:

NAY:

ABSENT:

ATTEST:

GRAND COUNTY COMMISSION

Gabriel Woytek, Clerk/Auditor

Jacques Hadler, Chair

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
SEPTEMBER 20, 2022

TITLE:	Utah Cooperative Marketing Program – Round 2022
FISCAL IMPACT:	<p>\$450,000*</p> <p>\$168,750 to be awarded to Grand County upon acceptance of MOU \$225,000 to be matched by Grand County in 2023 \$56,250 to be awarded to Grand County following approved expenditure of initial award and required match</p> <p>No immediate fiscal impact</p>
PRESENTER(S):	August Granath, Economic Development Director

Prepared By:

 Ben Alter, Economic
 Development Specialist

FOR OFFICE USE ONLY:
Attorney Review:

RECOMMENDED MOTION:

I move to approve the Cooperative Marketing Program 2022 grant award of \$225,000 and enter into a Memorandum of Understanding with the Utah Office of Tourism.

BACKGROUND

Grand County has received a \$225,000 cooperative marketing grant from the Utah Office of Tourism. This grant requires a 1:1 match, so Grand County will need to contribute an additional \$225,000, bringing the total fiscal impact of this program to \$450,000.

These funds will be used to bolster the Economic Development Department’s (EDD) Fly Market Campaign in 2023 in partnership with Love Communications. The approval of this item during the September 20, 2022 Grand County Commission meeting will allow for the EDD to complete the attached MOU and prepare to receive the initial disbursement of these funds (75% of the total grant award, which is \$168,750.00); however, these funds and the EDD’s required match will not be spent until 2023.

ATTACHMENT(S):

1. Grand County Award Letter
2. Grand County Award MOU
3. Grand County Award Scoresheet



Utah Governor's Office of Economic Opportunity

SPENCER J. COX
Governor

DANIEL HEMMERT
Executive Director

DEIDRE M. HENDERSON
Lieutenant Governor

BENJAMIN L. HART
Deputy Director

August 26, 2022

August Granath
Grand County Economic Development
84 N 100 E
Moab, UT 84532

Dear August,

We are pleased to inform you that your application has been approved for Round 2021 Traditional Cooperative Marketing funding in the amount of \$225,000.

Also included in this email:

- Cumulative score sheet, including any comments from the committee
- Memorandum of Understanding (MOU) for your review and signature
- [Contact list for the Board of Tourism Development](#)

Please print and return the signed MOU to kday@utah.gov along with an invoice for 75% of the amount of your award. Please note that you will be required to submit a written report of the results of your project within 90 days of completion to receive the final payment.

As a reminder, the requirements in the Co-op Marketing Guidelines state that all projects must utilize the state brand and have a call to action. This cooperative program is intended not only to market your project/event but also to extend the brand of the state. It is important we work together to make certain that Utah's brand is effectively used in all marketing materials. All final drafts of projects/event materials must be submitted to Kelly Day for approval prior to print, distribution, public release, publication, etc. While it usually never takes that long, please allow for a minimum of five working days for approval.

We are excited to help fund your project and see the tourism and economic gains you and your organization can provide to the citizens of Utah. Please contact Kelly Day at 801-538-1727 if you have any questions on your award. We look forward to partnering with you on your Co-op Marketing project.

Congratulations,

David M. Williams
Associate Managing Director
Utah Office of Tourism





Contract # 23063C0019

Vendor # 50385DB

Start Date: 9/1/2022

End Date: 9/30/2024

Memorandum of Understanding Utah Cooperative Marketing Program – Round 2022

Whereas the Utah Office of Tourism (UOT) conducts a public/private partnership program known as the Utah Cooperative Marketing Program.

And whereas, an objective of the Utah Cooperative Marketing Program is to leverage state and co-op partner funding to attract both in and out-of-state visitors to Utah to increase tourism expenditures.

And whereas, Grand County Economic Development, has been qualified by the Board of Tourism Development (Board) to receive \$225,000.00 as follows: 75% of funds upon UOT receiving signed MOU from the applicant, and the remaining 25% of funds upon completion of the project final report.

Therefore, be it resolved that the UOT and Grand County Economic Development, hereby enter into a public/private partnership in the amount of \$225,000.00 as outlined below:

The Utah Office of Tourism pledges the following to the partnership:

1. 75% of the Board approved amount will be paid upon receiving signed MOU and invoice from the applicant; remaining 25% will be paid upon completion of said project and submission of required reports and vendor invoices.
2. To review submitted projects within 5 business days.

The Grand County Economic Development pledges the following:

1. To comply with the Utah Cooperative Marketing Program [Guidelines](#).
2. In the event of modifications due to matching funding, media availability, or any other circumstance resulting in any change of the approved project or any change of person(s) responsible for the project, to provide UOT with a written summary of such changes immediately for approval before implementing requested changes.
3. To provide projects (i.e. copy of advertisement, CD, DVD, mock-up of art work, etc.) to UOT for approval prior to publication.
4. To provide all project related vendor invoices and a written final report of results within 90 days of completion of the project as outlined in the guidelines.

It is understood and accepted that should the proposed project not be completed as outlined in your application and according to the program guidelines, all Cooperative Marketing funds for this project must be returned to the UOT immediately.

Agreed to this on the _____ day of _____, in the year 20_____.

By:

David M. Williams
Associate Managing Director
Utah Office of Tourism

August Granath
Grand County Economic Development

Please return one signed copy via email to:

Kelly Day, Cooperative Marketing Manager
kday@utah.gov

Utah Office of Tourism
Council Hall/Capitol Hill
300 North State Street
Salt Lake City, UT 84114

Score Sheet Round 2022

Organization(s): Grand County Economic Development

Amount Requested: \$

\$250,000.00

Application Name:

Round 2022 Targeted Fly Markets Campaign

Scoring / Ranking

Projects must receive no less than a score of 70 or higher to be eligible for funding. Those who score lower than 70 will not receive funding.

- **Project Design - 45 points**
 - A. Clearly defined goals and objectives that are realistic - 20
 - B. Ability to attract and/or target new markets or promote new products - 5
 - C. Strong community support and involvement - 10
 - D. Multi-county partnership application - 10
- **Accountability/Economic Impact - 55 points**
 - E. Expected revenue and positive economic impact generated - 15
 - F. Reliable tracking mechanism - 15
 - G. Reasonable cost/benefit ratio - 15
 - H. Demonstrates one or more Forever Mighty ethics - 5
 - I. Projects aimed at attracting more visitors during the shoulder season - 5

Initial	Project Design				Accountability / Economic Impact					Total
	A	B	C	D	E	F	G	H	I	
Average	15.40	3.00	5.00	1.40	12.00	11.00	11.20	4.40	3.20	66.60
Number of score sheets that score above 70: 2										

Comments to Applicants

Comments

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
SEPTEMBER 20, 2022

TITLE:	Moab Housing Fair (Series) Grant
FISCAL IMPACT:	\$12,000
PRESENTER(S):	Ben Alter, Economic Development Specialist

Prepared By:

 Ben Alter, Economic
 Development Specialist

FOR OFFICE USE ONLY:
Attorney Review:

RECOMMENDED MOTION:

I move to approve and award the Housing Authority of Southeastern Utah (HASU) a \$12,000 grant for the purposes of developing a Moab Housing Fair event series.

BACKGROUND

At its regular August meeting, the Grand County Economic Development Advisory Board (EDAB) allocated the remaining funds from fiscal year 2022's Rural County Grant Part A award. EDAB provided feedback to the prospective event organizers and then voted in favor of awarding \$12,000 to establish and hold a three-part Moab Housing Fair event series during the upcoming winter months.

ATTACHMENT(S):

1. Moab Housing Fair Event Series Grant Contract
2. Attachment A: Standard Terms and Conditions for Grants by Government Entities
3. Attachment B: Moab Housing Fair – Proposal

GRAND COUNTY GRANT CONTRACT
Moab Housing Fair Event Series

- 1. CONTRACTING PARTIES:** This contract is between GRAND COUNTY, referred to as the County, and the following Grantee:

Housing Authority of Southeastern Utah (HASU)
321 E Center St.
Moab, UT 84532

Federal Tax ID: 87-0498473
Legal Status of Contractor: Non-Profit Corporation

HASU Contact Person: Laura Harris
Title: Development Specialist
Phone #: 435-259-5891
Email: lharris@hasuhomes.org

COUNTY Contact Person: Ben Alter
Title: Economic Development Specialist
Phone #: 435-259-1372
Email: balter@grandcountyutah.net

- 2. GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide terms and conditions for Grantee's grant award to fund costs associated with a three-part "Moab Housing Fair" event series. The Grantee's funds are provided for through Grand County's Rural County Grant Part A \$200,000.00 award for the fiscal year 2022.
- 3. AUTHORITY:** This contract is entered into pursuant to the County's authority to administer funds under the Utah Governor's Office of Economic Opportunity's Rural County Grant, Utah law, and approval of the Grand County Commission on May 3rd, 2022 authorizing that \$126,000.00 of this grant award be used to fund "Workforce Housing Support" priorities.
- 4. CONTRACT PERIOD:** Six months from date of award
- 5. CONTRACT AMOUNT:** The County awards and the Grantee accepts a one-time grant award of twelve-thousand dollars (\$12,000.00) to be paid in one payment.
- 6. REPORTING:** Grantee shall provide no less than two reports to the County's Economic Development Advisory Board to monitor Grantee's progress and performance: one report following the initial event and one following the series' completion. The reporting shall include expenditures, attendance and other success metrics, and attendees' and facilitators' feedback.
- 7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:**
Attachment A - Standard Terms and Conditions for Grants by Government Entities
Attachment B - Moab Housing Fair - Proposal as submitted to the Economic Development Advisory Board
- 8. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:**
All governmental laws, regulations, or actions applicable to the grant authorized by this contract.

9. CONTRACT EXECUTION:

Each person signing this contract represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the contract and the performance of each party's obligations hereunder have been duly authorized and that the contract is a valid and legal contract binding on the parties and enforceable in accordance with its terms. This contract is not fully executed until all parties have signed this contract.

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

HOUSING AUTHORITY OF
SOUTHEASTERN UTAH

ATTEST:

Laura Harris Date:
Development Specialist, HASU

Ben Riley Date:
Executive Director, HASU

GRAND COUNTY UTAH

ATTEST:

Jacques Hadler Date:
Chair, Grand County Commission

Gabriel Woytek Date:
Grand County Clerk/Auditor

Attachment A: Standard Terms and Conditions for Grants by Government Entities

1. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of Grand County and the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the Moab District Court.
2. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the County to Grantee under this Contract, pursuant to Title 17 of Utah Code. These records shall be retained by Grantee for at least three (3) years after final payment, or until all audits initiated within the 3 years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, auditors and/or County staff to access to all records necessary to account for the Contract Amount received by Grantee as a result of this Contract.
4. **INDEPENDENT CAPACITY:** Grantee, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the County.
5. **INDEMNITY:** The actions taken hereunder by Grantee are at Grantee's risk exclusively. Grantee herewith agrees to indemnify, defend, and hold the County, its agents and officials, harmless from any action, claim, demand, damage, loss, expense, cost, or tax that may arise out of or result from this Grant. This Section shall survive expiration or termination of this Contract. Further, nothing in this Contract shall be construed as a waiver by the County of any rights, limits, protections or defenses provided by the Utah Governmental Immunity Act (Utah Code § 63G-7-101 *et seq.*). Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
- 6.
7. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
8. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract.
9. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as required by law.
10. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the County express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA.

11. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part.
12. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
13. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
14. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.



Moab Housing Fair - Proposal

A Collaborative Series on Housing in our Region



Request for Funding from Rural County Grant Part A FY22 Funding

The Housing Authority of Southeastern Utah (HASU), on behalf of the Moab Area Housing Task Force (MAHTF), requests \$12,000 to fund three housing events, or “fairs,” during Moab’s low-visitation period (winter months or “shoulder season”). The Moab Area Housing Task Force will host a three-part Housing Fair series to educate members of the community about the important and exciting updates that have been occurring on the housing front within the past couple of years. These fairs will facilitate education, community brainstorming, and networking. Moreover, these fairs will build awareness around and support for continued action addressing housing challenges in our community. HASU will act as the primary organizer and coordinator for this series.

Moab Housing Fair events will last about 2 hours and provide detailed learning opportunities on specific topics that are relevant to our unique housing situation. Before the COVID-19 pandemic, the MAHTF identified community-facing educational events as a priority with the goal of increasing community members’ involvement in affordable housing solutions and available programs. The MAHTF is eager to restart these regular opportunities for learning. The MAHTF is especially eager to bring together different groups for insightful discussions. Proposals for fair sessions include:

- A business-focused session on how to develop workforce housing
- A realtor-focused session to convey High-Density Housing Overlay (HDHO) regulations
- A landlord-tenant session that brings both groups together, discusses stewardship and best practices, and diplomatically conveys the rights of both groups when working with the other
- A community-wide session on the steps necessary to develop an accessory dwelling unit (ADU)
- A community-wide workshop on creating more options and/or incentives that encourage local developers to produce moderate housing options in our region

It is important that the MAHTF create spaces that promote new ideas, healthy discussion, and mutual support among community members. The MAHTF believes that this series of fairs will create that space and lay the foundation for continuing discussions.

December Housing Fair / Series Kick-Off

The Moab Housing Fair will take place on Monday, December 5, 2022 at the Moab Arts and Recreation Center (MARC) from 4:00 - 6:30 PM. Below is the tentative schedule for this first fair/kick-off event:

4:00 - 5:00 PM	<p align="center">Housing Action Plan Working / Poster Session</p> <p align="center">OR</p> <p align="center">Business-focused session: workforce housing <i>(to be determined at September MAHTF meeting)</i></p>
5:00 - 5:30 PM	<p align="center">Networking / Mingling Session</p> <p align="center">Attendees can visit with table exhibitors*</p> <p align="center">Light food and refreshments will be available</p>
5:30 -6:30 PM	<p align="center">High-Level Updates: Local Officials, P&Z Department Presentations</p> <p align="center">Attendee Q&A and follow-up with presenters</p> <p align="center">Announcement of future Moab Housing Fair events and topics covered</p>

**The fair will feature relevant housing organizations who will be tabling throughout the MARC space. Proposed participants include: Quantitative Current Housing Data, Updates to Moab Area Affordable Housing Plan, HEAT Assistance program info, HASU, Community Rebuilds, Rocky Mountain Power*

A proposed budget for the Moab Housing Fair series is available on the following page and breaks down our \$12,000 request by individual items. The MAHTF is eager to support meaningful discussions and innovative solutions regarding our region’s housing crisis. We urge the Economic Development Advisory Board to give this proposal and request for funding its full consideration. Please do not hesitate to reach out to me with any questions or feedback.

Respectfully,
Laura Harris



Laura Harris
Development Specialist
E-Mail: lharris@hasuhomes.org
Phone: (435) 259-5891
www.hasuhomes.org

Proposed Budget

Item	Category	Estimated Per Fair Spend	Estimated Series (TOTAL) Spend	Notes
Rental Space	Event	\$200.00	\$600.00	First Fair reserved at MARC for 12/5/22
Graphics	Marketing	\$250.00	\$250.00	Working with Makeda Barkley
Food - not a full dinner but apps/snacks	Event	\$1,500.00	\$4,500.00	HASU has received quotes from 98 Center, Sweet Cravings; reaching out to others
Sandwich boards/printing materials	Event	\$150.00	\$450.00	Easels and boards belong to county, free use; funds for physical design materials
Advertising - social media	Marketing	\$500.00	\$1,500.00	Facebook, other? Two week cycles at first, remaining marketing based on turnout and feedback from initial Fair
Advertising - TI + Sun	Marketing	\$1,182.00	\$1,182.00	First week of October, last week of October, first week of November; costs \$294 per cycle
Giveaways	Giveaways	\$300.00	\$300.00	Outdoor rec equipment? Gift cards to local businesses?
PRESS RELEASE + PSA	Marketing			
Videographer + Photography services	Event	\$1,100.00	\$3,300.00	Laura in process of reaching out to local videographers
TOTAL			\$12,082.00	
SUGGESTED BUDGET APPROVAL			\$12,000.00	

Agenda Summary
GRAND COUNTY COMMISSION
September 20, 2022

AGENDA ITEM: _____

TITLE:	Adopting Resolution Approving a Conditional Use Permit (CUP) for Ride Moab, an outfitter, guide service and facility with retail located at 1040 S. Highway 191 in Moab, Utah, on Parcel No. 02-0SWE-0009.
FISCAL IMPACT:	N/A
PRESENTER(S):	Elissa Martin, Associate Planner

Prepared By:
ELISSA MARTIN
GRAND COUNTY
PLANNING &
ZONING

FOR OFFICE USE ONLY:

Attorney Review:

Complete
9.14.2022

POSSIBLE MOTION:

I move to adopt the Findings of Fact from the Staff Report dated August 22nd, 2022 and approve the Ride Moab Industry’s Outfitter guide service and facility Conditional Use Permit for Grand County Parcel No. 02-0SWE-0009 as illustrated on the Site Plan dated August 2nd, 2022, with the following conditions in order to mitigate reasonably anticipated detrimental effects of the proposed use and to ensure compliance with pending updates to the Land Use Code related to mitigating noise pollution:

- 1) Permittee/Owner agrees to comply with the Commercial Use Standards set forth for Outfitters and Guide Services (or similar category) in LUC Section 3.2.3, as amended through December 31, 2022;
- 2) CUP review is required each year for compliance, on the anniversary of approval, per LUC Section 9.10; and
- 3) A dedicated ingress/egress along Jackson street shall be required. This measure may be temporary in nature until after spring 2023 drainage work in the right-of-way is completed. At that time, Permittee/Owner or property owner shall discuss with the Grand County Roads Supervisor a permanent solution to block the open access along the entire property boundary with Jackson street, which creates a hazard.

BACKGROUND:

The property is currently zoned General Business (GB) and is located on the corner of Jackson Street and Highway 191. The property is located between two existing commercial properties: a fitness facility and a retail auto parts store (which are separated by Jackson street). Epic 4x4 sits across the street and the adjacent property to the rear is a residential dwelling. Like the subject parcel, this residential dwelling to the rear is also located in the GB zoning district.

The existing structure has been home to many commercial uses over the years, and the current request is an application for a Conditional Use Permit which would permit the operation of a Non-ATV Guide and Outfitter service

(motorcycles & e-bikes). Such business would operate within the currently vacant Unit B of the structure. A retail store currently exists within Unit A of the structure.

Ride Moab Industry has held a Grand County Business license since 2017 as a Motorcycle Guide and Online Retail Sales business and would like to establish a brick and mortar location for their established operations.

In August 2022, Grand County initiated a process, via committee, to update its LUC to regulate businesses which produce noise differently than businesses that do not produce noise. This process is driven by two factors: 1) Grand County's desire to remove the business cap limiting new ATV outfitters and guides in Title 5, and 2) the impact of noise on adjacent residential properties, which concern is driven by consistent complaints by neighbors/residents, including in particular complaints received by the County about the noise produced by Epic 4x4, across the street from the subject property. As drafted, the LUC update currently defines businesses producing noise to include motorized outfitters and guides, car repair shops, bars/clubs, kennels, etc.

STAFF RECOMMENDATION: NEUTRAL

The property is located in the GB zone, where the Outfitter, guide service and facility (non-ATV outfitter, guide service and rental businesses) use requires a Conditional Use Permit (CUP). Grand County Planning staff & Building Inspector conducted a site visit to observe the potential impacts the use may have in relation to LUC section 9.10.5 Conditional Use Criteria and Section 9.10.6 Conditions of Approval

It was determined that the potential impacts of the Outfitter, Guide and Rental Service include: some increase in noise that would be detectable to the neighboring residential use. This is expected to be mitigated with the unique way that the existing structure is situated on the property; with the side of the building extending nearly the length of the property line that abuts a residential use and acting as a buffer. Additional noise mitigating measures may be imposed with updates to the LUC prior to December 31, 2022.

Increased traffic on the property was discussed with the Roads Supervisor and determined that dedicated ingress and egress would alleviate the concern.

The applicant meets the requirements for the Outfitter, guide service and facility (non-ATV outfitter, guide service and rental businesses) use per LUC Section 3.3.2 (K.1.)

COUNTY ATTORNEY RECOMMENDATION: NEUTRAL

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

9.10.6 Conditions of Approval

A. The County may, in the interest of the public welfare and to assure compliance of this LUC, establish reasonable conditions to mitigate the

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

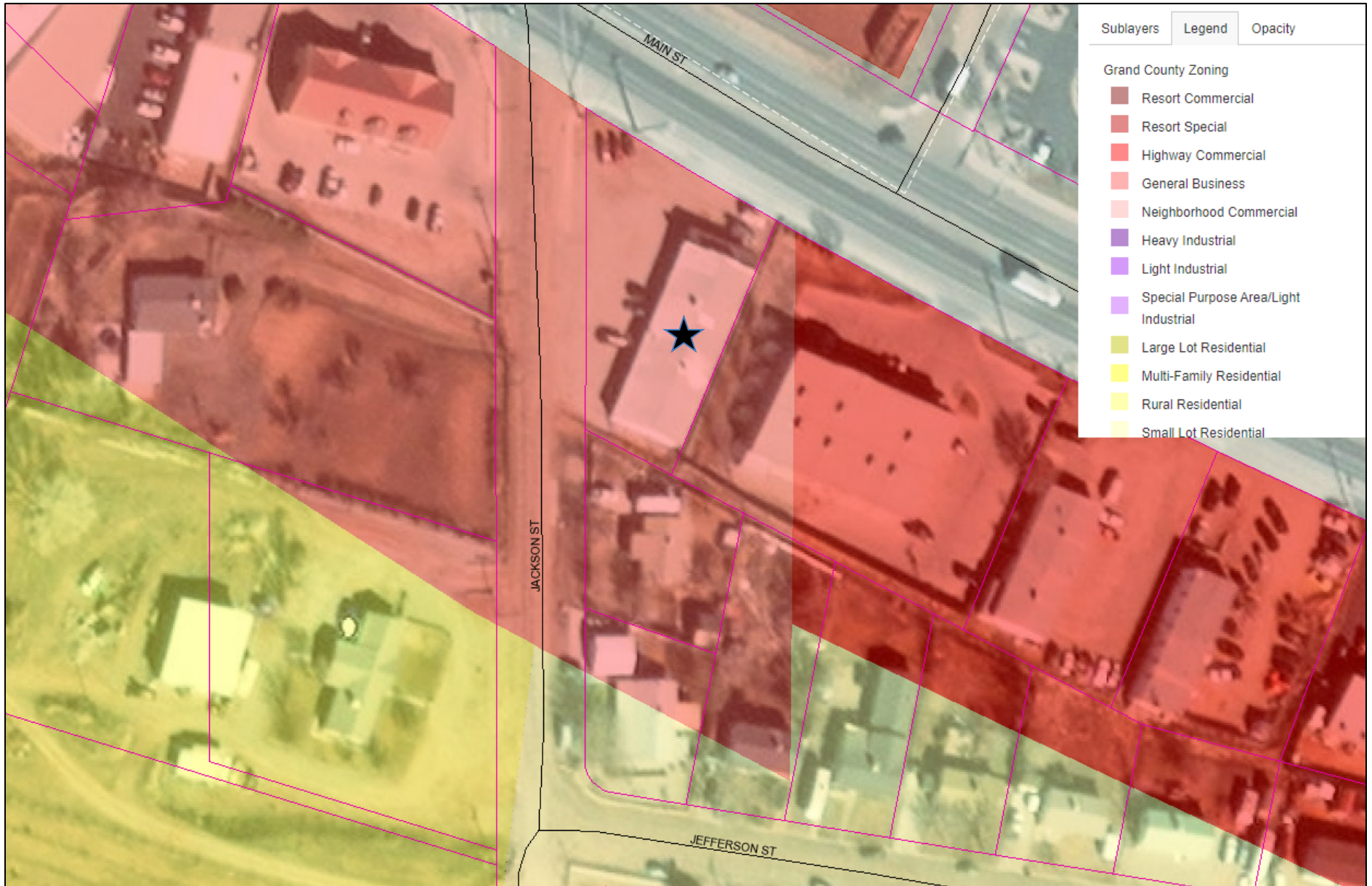
B. Conditional use permits may be denied if the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or by the imposition of reasonable conditions to achieve compliance with the criteria of Section [9.10.5](#).

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

ATTACHMENT(S):

1. Staff Report
2. Draft Resolution
3. Site Plan & Vicinity Map
4. Applicant Narrative
5. Tax Roll & Title (Upon Request)
6. Application (Upon Request)

Vicinity Map





STAFF REPORT

PLANNING & ZONING DEPARTMENT

GRAND COUNTY, UTAH

DATE: August 22, 2022

TO: Grand County Commission

SUBJECT: Conditional Use Permit Application: Outfitter, guide service and facility (non-ATV outfitter, guide service and rental businesses) with retail

PROPERTY OWNER: Tracy Balsley

PROP. OWNER REP: KaLeigh Welch

PROPERTY ADDRESS: 1040 Hwy. 191, Parcel No. 02-0SWE-0009

SIZE OF PROPERTY: .50 acre

EXISTING ZONE: General Business (GB)

EXISTING LAND USE: Retail

ADJACENT ZONING AND LAND USE(S): Zones: General Business (GB), Highway Commercial (HC)
Uses: Residential, Commercial Auto parts retail, Fitness Facility

APPLICATION TYPE

Conditional Use Permit (CUP)

APPLICATION PROCEDURE

Decision Type: Legislative

Public Notices: Public Meeting at:

Planning Commission

County Commission

Public Hearing at:

Planning Commission

County Commission

Attachments:

1. Draft Resolution
2. Site Plan & Vicinity Map
3. Applicant Narrative
4. Tax Roll & Title (Upon Request)
5. Application (Upon Request)

SUMMARY OF REQUEST

The Applicant is seeking approval of a Conditional Use Permit for the purposes of operating an Outfitter, guide service and facility (non-ATV outfitter, guide service and rental businesses) with retail.

Approval of the Conditional Use would permit the applicant to conduct their business operations at the subject property which will include motorcycle and e-bike rentals, guide services, and retail sales associated with such business.

The property is located in the General Business (GB) zoning district, where an Outfitter, guide service and non-ATV rental business use requires a Conditional Use Permit.

The applicant meets the requirements of LUC Sections 3.2.3 (K.1) Use-Specific Standards for General Outfitter, Guide Services and Facilities and LUC Section 9.10 Conditional Use Permits.

PROPERTY HISTORY

The property has existed as many commercial uses over the years including Vernon Rocky's E& E Motorcycle sport shop, Sears Roebuck Appliance sales, Southeastern appliance store, Canyonland Auto, and most recently Gear Heads. The front unit of the property is currently occupied by a Trade Shop retail business.

The property is oriented on the southeast corner of Highway 191 and Jackson Street and contains an existing 5650 sq. ft. structure with three units plus associated parking area.

Unit A of the structure, fronting Hwy 191, is currently occupied by one retail business (2710 sq. ft.); Trading Post).

Unit B of the structure is a 1470 sq. ft. space currently proposed for use by Ride Moab Industries.

Unit C is currently unoccupied storage space utilized by the property owner.

SITE IMPROVEMENTS / ADDITIONS / CHANGES

A site visit was conducted by the Building Official and the Planning and Zoning office and it was determined that the only site improvement required is the addition of Unit identification lettering for addressing purposes. This can be achieved with the addition of adding A, B, and C addresses to the side of the structure. This addressing measure has been verified and finalized in the Recorders' office.

Grand County Roads Supervisor requested a dedicated ingress/egress along Jackson Street, accomplished with a temporary measure at this time until the scheduled Spring 2023 Right-of-way drainage work along Jackson Street is complete. After the completion of that work, a more permanent measure shall be discussed with the Roads Supervisor. Site Plan approval will include an Improvements Agreement, which will address future improvements to the dedicated access.

CONSIDERATIONS FOR APPROVAL, DENIAL OR POSTPONEMENT

9.10.6 Conditions of Approval

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

B. Conditional use permits may be denied if the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or by the imposition of

reasonable conditions to achieve compliance with the criteria of Section [9.10.5](#).

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

FINDINGS OF FACT:

Project Description

1. **FINDING:** The application is for a Conditional Use Permit for an Outfitter, guide service and facility. At the time of application, the LUC listed this use under “Outfitter, guide service and facility (non-ATV outfitter, guide service and rental businesses)”, per section 3.1 Use Table. **Upcoming changes to Section 3.1 and 3.2.3 of the LUC, will categorize this use under new terms, and as such the use will be identified according to Section 3.1 Use Table, revised.**
2. **FINDING:** The subject property is 0.5 acre and currently zoned General Business (GB). accommodates an existing 5650 sq. ft. structure consisting of three units: an existing and operational 2710 sq. ft. retail business and storefront (Unit A), a vacant 1470 sq. ft. space with a garage door opening and associated side entrance door (Unit B), and a 1470 sq. ft. space (Unit C) currently utilized by the property owner for storage.
3. **FINDING:** The location of the proposed business will be Unit B of the structure. This unit will require no renovation or updates for the proposed use per the International Building Code.

Consistency with 2012 General Plan - because the Land Use Element has not been updated yet, the 2012 General Plan is being referenced.

1. **FINDING:** The proposed Guide Service and Rental Business is consistent with the 2012 General Plan Section 3.2, Vision, Goals and Strategy, (Goal 2, Strategy A). which states:

Goal 2 – Focus future development in centers where existing and planned infrastructure can accommodate it so that people can live close to where they work and obtain goods and services.

Strategy A – Encourage mixed residential and business development and redevelopment projects in the commercial zone districts in the highway 191 corridor.

EVIDENCE:

- a) The subject property already accommodates commercial business use. This has eliminated the potential for development requests away from the highway 191 commercial corridor and as such supports concentrated commercial cores near existing infrastructure.
2. **FINDING:** The proposed use is not consistent with the Residential Infill Future Land Use Plan Designation for this location which calls for Single Family residential: two units per acre base density and up to 3.2 dwelling units per acre with a 50% open space set-aside or fee-in-lieu.

Multi-family residential: up to 18 dwelling units per acre with a 50% open space set-aside or fee-in-lieu of open space and 25% affordable housing units or fee-in-lieu

EVIDENCE:

- a) The subject property is proposed for commercial use and does not include a residential component.

Conformance with Grand County Land Use Code (LUC)

4. **FINDING:** The application meets all of the requirements for current Land Use Code section 3.3.2.K.1 - Use Related Standards for the “Outfitter, guide service and facility” use. **Future revisions to Section 3.2.3 will apply to the property/use, per conditions of approval in the Resolution approving this CUP.**

K. Outfitters, Guide Services and Facilities

1. General Outfitters, Guide Services and Facilities

a. General outfitters, guide services and facilities shall:

- (1) Screen all outdoor storage from view off site with an eight-foot sight-obscuring fence;
- (2) Be prohibited from using ATVs in their business activity.

EVIDENCE:

- a) No outside storage is proposed on the property.
- b) Motorized bikes are being rented, but not ATV’s

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

EVIDENCE:

- a) An application was submitted by the property owner’s representative in accordance with provisions of the Grand County Land Use Code Articles 9.1.3 and 9.10 on August 1st, 2022.
- b) The application was reviewed by the zoning administrator and deemed a complete application on August 8th, 2022, per article 9.1.3 and 9.10.

6. **FINDING:** The Conditional Use Permit application is in conformance with LUC Article 6 – General Development Standards, related to parking requirements for the combined uses at the property.

EVIDENCE:

- a) The site plan for the project demonstrates 18 parking spaces available on the lot. Because the LUC does not have an exact parking specification for Outfitter, guide service and facility, per LUC section 6.1.3.A., the requirements may be interpreted as those of a similar use. In this case, the requirement for Rental Car Agencies was used (1 per 200 sq. ft.).
 - The retail Trading Post in the front of the building (Unit A) is 2710 sq. ft.
 - The total floor space for Unit B (proposed Non-ATV Business and associated retail space location) is 1470 sq. ft.
 - Unit C in the back of the building is used for storage by the property owner, a use that does not require parking. Upon a change of use for Unit C, if additional parking spaces

are required, those parking spaces may be accommodated in front of Unit C and along the North end of the building, and will be designated as part of a Site Plan Amendment.

- Unit B will operate as 1/3rd floor space for retail operations and 2/3rd floor space for outfitter and rental Business.

Total Calculation

3200 sq. ft. of retail on the property (Unit A + B) requires 8 parking spaces.

980 sq. ft of outfitter and rental service space requires 5 parking spaces.

4. **FINDING:** Staff has reviewed the proposed use against the criteria in Section 9.10.5 Conditional Use Criteria and found that the detrimental effects can be mitigated and are similar to those expected from similar permitted commercial uses within the General business zoning district located along the Hwy. 191 corridor.

EVIDENCE:

- a) ***Effect on Environment.*** *The location, size, design and operation characteristics of the proposed use shall not be detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants, nor be substantially or permanently injurious to neighboring property, nor cause substantial or permanent interference with the right to peaceful enjoyment of property.*
- The proposed Guide and Rental business will utilize an existing commercial structure located along Hwy 191. The applicant is not proposing any updates or changes to the property or structure.
 - The existing structure is oriented on the lot in such a way that will likely mitigate some of the noise impacts on the residential property use to the south.
- b) ***Compatible with Surrounding Area*** *The proposed site plan, circulation plan and schematic architectural designs shall be complementary with the character of the surrounding area with relationship to scale, height, landscaping and screening, building coverage, and density.*
- The proposed business is utilizing an existing commercial structure on the subject parcel, and is adjacent to a property that contains a residence.
 - Because the proposed business is not providing any outdoor storage related to the use, the 8' sight-obscuring fence required per the use specific standards described in Land Use Code section 3.2.3.K.a.(1) is not required.
- c) ***External Impacts Minimized*** *The proposed use shall not have detrimental effects which cannot be mitigated on existing uses in the area and in the County through the creation of noise, glare, fumes and odors, dust, smoke, vibration, fire hazard, excessive light, or other injurious or noxious impact. The applicant shall provide adequate mitigation responses to these impacts.*
- No proposed business activities will generate fumes or odors, smoke, vibration, fire hazard or excessive light.
 - Dust suppressant solutions shall be utilized to mitigate dust created from vehicular movement on the gravel parking lot.
 - **Noise related external impacts of the Guide and Rental Business will be mitigated per upcoming changes to Section 3.2.3 of the Land Use Code, which will require**

additional measures to prevent noise pollution. A condition of approval is included to require compliance of eventual updates to the LUC.

- Additional operations include retail sales which will be conducted on the interior of the structure. Effects related to that use are those commonly associated with retail uses, which include increased traffic, minimal to no noise as it relates to the retail use, and
 - Hours of operation for the proposed business will adhere to the restated allowable Hours of Operation per revised LUC Section 3.2.3.
- d) ***Infrastructure Impacts Minimized*** *The proposed use shall not have detrimental effects which cannot be mitigated on existing uses in the area and in the County through impacts on public infrastructure such as roads, parking facilities and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to provide services adequately.*
- The Utah Department of Transportation has confirmed that the addition of this use at the property would not require a Highway Occupancy permit as it is anticipated that most of the access to the property will occur via Jackson street. This Jackson Street access provides safer access to and from the property via the street light.
 - The ingress and egress on the property has been evaluated by the Grand County Roads Supervisor. The ingress/egress to the property from Jackson Street is required to be limited to a designated entrance/exit and the remaining open property line along Jackson Street be blocked from access (by rocks, blocks, curb, etc.). This can be achieved with temporary measures until the County's storm drain project along Jackson Street scheduled for Spring 2023 is complete (as any permanent measures taken at this time to limit access would likely be excavated during that work). After that storm drain work is completed, the property owner shall meet with the Roads Supervisor to discuss a more permanent solution to the dedicated access onto/off the property.
 - The proposed use does not anticipate extraordinary parking requirements or traffic outside of regular commercial use.
- e) ***Consistent with LUC and General Plan*** *The proposed use will be consistent with the purposes of this LUC, the General Plan, and any other statutes, ordinances or policies that may be applicable, and will support rather than interfere with the uses otherwise permitted in the zone in which it is located.*
- (see Finding 1, 2, and 3 for consistency with General Plan and the remaining findings in this staff report for consistency with the Land Use Code)
- f) ***Parcel Size*** *The proposed use may be required to have additional land area, in excess of the lot area otherwise allowed by the underlying zoning district, as necessary to ensure adequate mitigation of impacts on surrounding land uses and the zoning district.*
- The existing lot is .50 acres. It is not anticipated that additional lot area will be needed for the proposed business. The lot as it exists provides adequate space for parking and flow onto and off the property.

GRAND COUNTY, UTAH
RESOLUTION NO. _____ (2022)

**APPROVING A CONDITIONAL USE PERMIT FOR
RIDE MOAB INDUSTRIES: OUTFITTER, GUIDE SERVICE
AND FACILITY WITH RETAIL**

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

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

WHEREAS, Tracy Balsley (“Owner”) is the owner of record of real property known as Parcel No. 02-0SWE-0009 located in Grand County, Utah and described specifically as follows:

Lot 9 Block A, Plat A, WESTWOOD ACRES SUBDIVISION, according to the official plat thereof. LESS AND EXCEPTING therefrom that portion deeded to the Utah Department of Transportation in the Warranty Deeds recorded August 20, 2003 in Book 609 at page 20 and in Book 609 at page 22 described as follows: A parcel of land in fee for a safety improvement known as Project No. 9999, being part of an entire tract of property, situate in Lot 9, Block A, Westwood Acres Subdivision Plat A, a subdivision in Lot 3 of Section 7, T.26S., R.22E., S.L.B.&M.. The boundaries of said parcel of land are described as follows: Beginning at a point in the southwesterly right of way line of State Route 191, which is the Northwest Corner of said Lot 9; and running thence Southeasterly 9.98 feet along the arc of a 4,971.20 foot radius curve to the left (Note: Chord to said curve bears S. 58°32'25" E. for a distance of 9.98 feet) and along said southwesterly right of way line to a point 60.00 feet radially distant southwesterly from the centerline of State Route 191 of said project at Engineer Station 200+91.91; thence S. 60°46'13" W. 9.81 feet to the westerly boundary line of said Lot 9 and a point 45.28 feet perpendicularly distant easterly from the control line of 400 East Street of said project at Engineer Station 298+90.92; thence N. 00°15'00" E. 10.00 feet along said westerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 43 square feet.

WHEREAS, the property consists of approximately 0.50 acre of commercial land located at 1040 Highway 191, in Grand County, Utah;

WHEREAS, the subject property is zoned General Business (GB) as more specifically described in LUC Section 2.9;

WHEREAS, the Owner’s representative has submitted a conditional use permit application for an Outfitter, guide service and facility or related category designated in LUC Section 3.1, as amended through December 31, 2022;

WHEREAS, a vacant unit within the existing structure on the subject property is proposed for use by the guide and rental business, which shares a wall with an existing retail business in the structure;

WHEREAS, the Owner’s representative has met the requirements of the LUC for the GB zone district, the Conditional Use Permit criteria, including provisions to mitigate potential detrimental impacts per LUC Section 9.10.6 Conditions of Approval, as well as the use-specific standards for Outfitter, guide service and facility per Section 3.2.3 (K.1), as submitted;

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

NOW THEREFORE BE IT RESOLVED, that the Grand County Commission hereby approves the Conditional Use Permit for Ride Moab Industries Business as illustrated on the Site Plan dated August 2nd, 2022, attached as *Exhibit A* with the following conditions of approval:

1. Permittee/Owner agrees to comply with the Commercial Use Standards set forth for Outfitters and Guide Services in LUC Section 3.2.3, as amended through December 31, 2022;
2. CUP review is required each year for compliance, on the anniversary of approval, per LUC Section 9.10.
3. A dedicated ingress/egress along Jackson street shall be required. This measure may be temporary in nature until after spring 2023 drainage work in the right-of-way is completed. At that time, Permittee/Owner or property owner shall discuss with the Grand County Roads Supervisor a permanent solution to block the open access along the entire property boundary with Jackson street, which creates a hazard.

APPROVED by the Grand County Commission in open session this 20th day of September, 2022 by the following vote:

Those voting aye: _____

Those voting nay: _____

Absent: _____

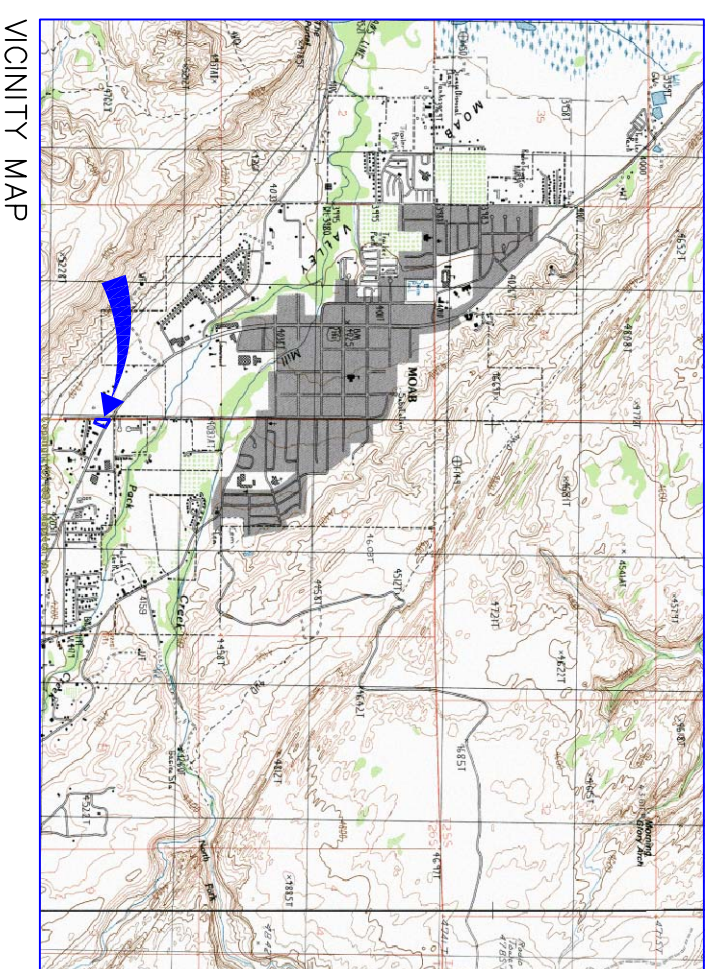
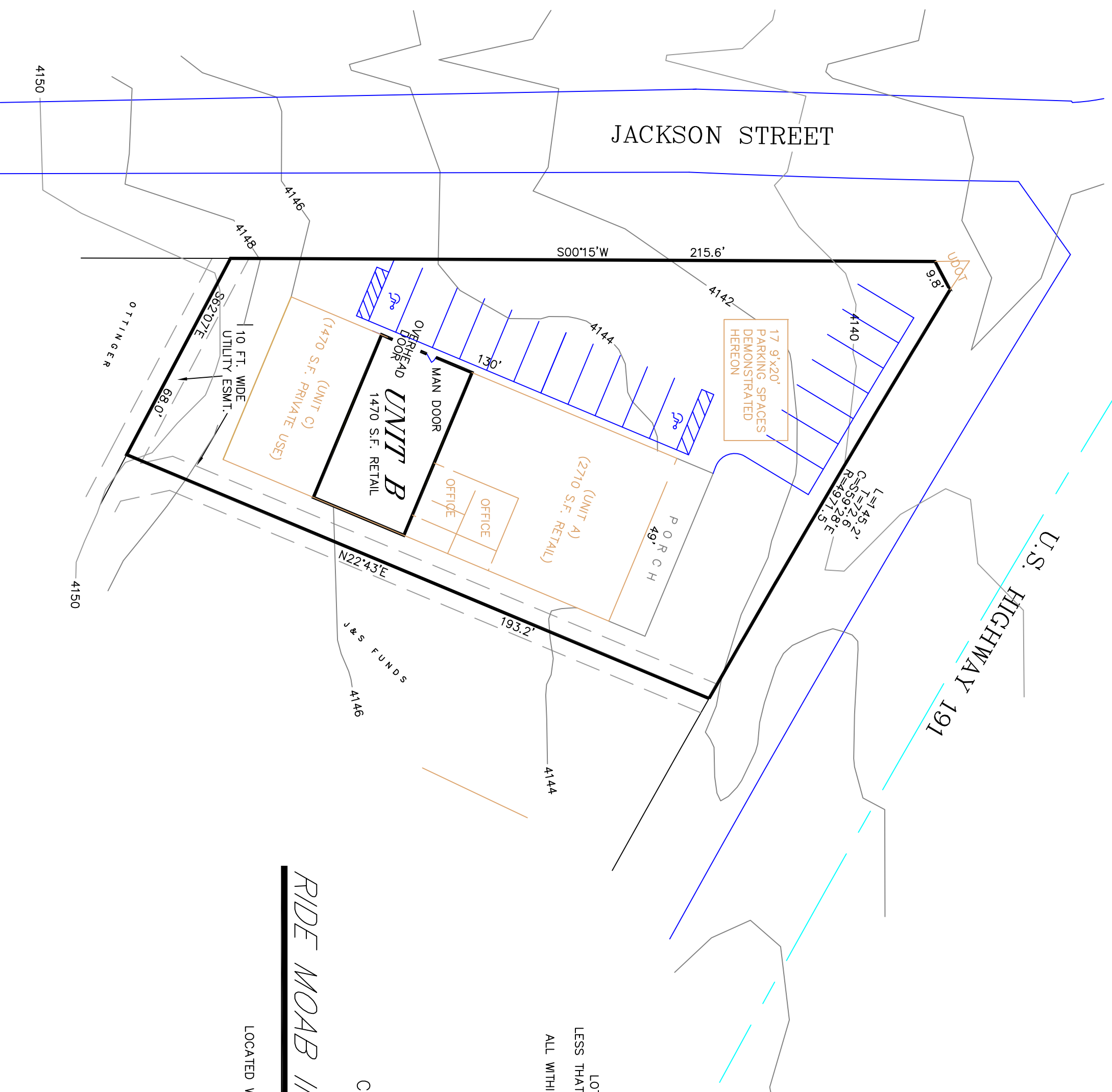
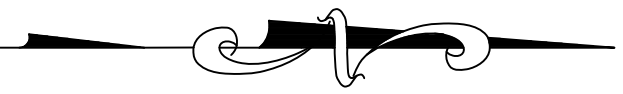
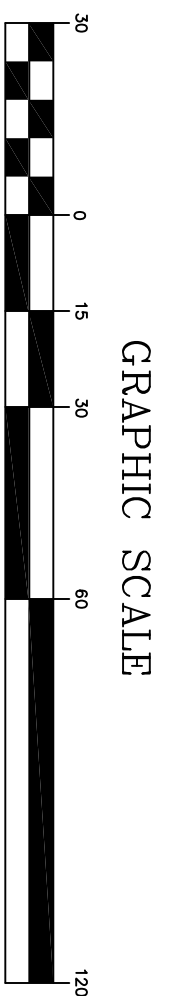
Grand County Commission

ATTEST:

Jacques Hadler, Chair

Gabriel Woytek, Clerk/Auditor

Exhibit A: Site Plan



LEGAL DESCRIPTION

LOT 9 BLOCK A, PLAT A, WESTWOOD ACRES SUBDIVISION,
LESS THAT 43 S.F. AREA CONVEYED TO U.D.O.T. IN BK. 609, PG. 20-22
OF THE GRAND COUNTY RECORDERS OFFICE.
ALL WITHIN SECTION 7, T 28 S, R 22 E, SLBM, GRAND COUNTY, UTAH

**CONDITIONAL USE APPLICATION SITE PLAN
FOR**

RIDE MOAB INDUSTRIES RETAIL & RENTAL STORE

LOCATED WITHIN UNIT B OF THE BALSLEY BUILDING, 1040 SOUTH HIGHWAY 191,
MOAB, UTAH 84532

KALEIGH & TYLER WELCH, APPLICANTS
1526 MARSHALL LANE
MOAB, UTAH, 84532
775-720-4111

TRACY BALSLEY, BUILDING OWNER/LANDLORD
2582 CREEKVIEW DRIVE
MOAB, UTAH, 84532
435-260-1593

Ride Moab Industries is a Veteran owned and family operated business. The owners of the business are local residents Kaleigh and Tyler Welch. Ride Moab Industries (RMI) has held a Grand County Business License since 2017 as a Motorcycle Guide and Online Retail Sales business in the Moab Community. RMI is an insured and permitted guide service with local federal and state agencies, Bureau of Land Management Moab Field Office, Bureau of Land Management Price Field Office, Manti-La Sal National Forest Service, and Utah School and Institutional Trust Lands Administration.

RMI is applying for a Conditional Use Permit to open a brick and mortar retail, guide service and rental store, located at 1040 South Main Street Unit B. RMI's main objective is to transition from mobile guide operations & online retail sales to a physical location to meet clients before their guided rides, to provide a retail selection of clothing, gear and accessories in addition to a selection of motorcycle rentals and electric bicycle rentals. The proposed space will be used as a booking center, retail sales and display for motorcycles and electric bike rentals.

The retail Trading Post in the front of the building is 2710 sq ft. The total floor space for Unit B is 1470, and Unit C in the back of the building has no office or restroom and is not being used.

Unit B will operate as 1/3rd retail and 2/3rd non-ATV rental Business.

980 sq. ft. of Non-ATV rental space requires 5 parking spaces.

3200 sq. ft. of retail on the property (Unit A + B) requires 8 parking spaces.

Extraordinary parking demands are not expected and while 13 parking spaces are required, RMI has demonstrated 17 parking spaces on the site plan.

The Trading Post has less exposure than a down town retail location and typical traffic of the business has shown to be very light. RMI's clients tend to be shuttled for private tours and leave their vehicles at their accommodations. If a vehicle is parked for a tour those clients tend to travel together for their private excursion leaving plenty of additional parking available.

The parking area itself is graveled and open with obvious parking along the building in front and to the side of the building with egress and ingress from both Highway 191 and Jackson St. While both entrance and exits can be used, the safest access for RMI clients and staff is to use the Jackson St. entrance as it provides the more natural flow to the entrance of RMI vs traveling through the parking lot from the front of the building to the side of the building.

Conditional Use Criteria.

A. Effect on Environment –

Almost all of the bikes are trailered directly to the designated trail head. RMI does not run the bikes or maintenance the bikes on site at the retail location remaining as low impact and as neighborly possible. The goal is to create a very clean retail and booking center for our clients to visit before and after their private guided tours or daily rentals.

B. Compatible with Surrounding Area –

1040 South Main Street is owned by Tracy Balsley and has previously been leased by retail stores such as E & E Powersports, Southeastern Appliance, Yama and Sons Pawn Shop, Canyonlands Auto Sales, Gear Heads, & most recently the Trading Post. The proposed facility is located on the intersection of Fourth East Street, South Jackson Street and Highway 191. This property sits adjacent to O'Reilly Auto Parts, Epic 4x4 Adventures, South Maverik Fuel Station & the South Town Gym.

In regard to the LUC section 3.2.3. K. Outfitter, Guide Service and Facility (non-ATV outfitter, guide service and rental businesses). Motorcycles and Electric bicycles will be stored inside of the retail building. No outdoor storage or fencing will be used for this business. No ATVs will be used in this business activity.

C. External Impacts Minimized –

RMI interacts directly on a very personal level with many of the visiting motorcycle recreationalists that frequent the Moab area. This gives RMI the unique opportunity to not only be a booking center & retail store but a resource of information regarding our local rules & regulations. RMI is fully supportive of Moab's "Recreate Responsibly" goals. An integral part of all of our rides is education and teaching our riders to be respectful of our environment and wildlife, protect historical resources, be considerate of other visitors and of the community and to promote responsible recreation user etiquette. We believe that responsible recreation strengthens the community and can improve the quality of life Moab's residents. RMI is looking forward to serving the community as well as Moab's visitors.

D. Infrastructure Impacts Minimized -

No additional infrastructure will be built, changed or created outside the existing structured use.

E. Consistent with LUC and General Plan -

RMI is working diligently to meet the requirements listed in the LUC to complete the process for approval with minimal impacts to Grand County or the surrounding business uses.

F. Parcel Size –

As previously mentioned RMI has minimal daily client use for parking and land, and no additional outdoor space will be required for bike displays or storage. Bikes will be stored inside and or visible in front of the garage bay door open to the street.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
SEPTEMBER 20, 2022

Agenda Item:

TITLE:	Approving Voluntary Appointment to the Travel Council Advisory Board
FISCAL IMPACT:	None
PRESENTER(S):	August Granath, Director, Grand County Economic Development

Prepared By:

Rachel Bartlett
Administration
Grand County
Economic Development

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the appointment of Brian Hunnings to serve on the Travel Council Advisory Board, with term expiring 12/31/2024.

BACKGROUND:

The Travel Council Advisory Board met in an open meeting on September 13, 2022, reviewed all applications submitted and interviewed all qualified applicants for one current vacancy. The Board voted to forward the recommendation of applicant Brian Hunnings to the County Commission for appointment, with term expiring 12/31/2024.

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

Attachment(s):

1. BrianHunnings_TCABApplication



August Granath <agranath@grandcountyutah.net>

Online Form Submittal: Board, Commission, Committee & Special Service District Application & Certification Form

noreply@civicplus.com <noreply@civicplus.com>
To: commadmin@grandcountyutah.net, agranath@grandcountyutah.net

Fri, Sep 9, 2022 at 5:15 PM

Board, Commission, Committee & Special Service District Application & Certification Form

Board, Commission, Committee & Special Service District Application & Certification Form

Instructions: Complete and sign this form and return it to Grand County Commission Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or commission@grandcountyutah.net

Board, Commission, Committee or Special Service District	Travel Council Advisory Board, Moab Area
Other:	<i>Field not completed.</i>
Name:	Brian Hunnings
Mailing Address:	
City:	Moab
State:	Utah
Zip Code:	84532
Day Phone:	
Email Address:	
In what year did you establish your current residency in Grand County?	United States
If not Grand County, which county do you reside in?	<i>Field not completed.</i>
Occupation or professional training:	General Manager Red Cliffs Lodge
List your work experience that is relevant to your application for a position on	Over 30 years of experience in the Travel / Hospitality / Tourism Industry in several States - Maryland, Virginia, Delaware, Arizona, Nevada, California, Colorado, Hawaii and Utah.

the Board or Commission for
which you are applying:

List your non-work
experience that is relevant to
your application for a position
on the Board or Commission
for which you are applying:

I have volunteer experience for many years for Make A Wish
Foundation, Hawaii State Travel and Leisure Board, Several
Chamber of Commerce Boards as well as numerous consulting
and mentoring positions.

Grand County Resolution 3184 (October 2019) contains the following Board
Member requirements:

- **Must be a Grand County resident (unless otherwise noted);**
- **Terms shall be for four years, unless a shorter period is required by law, or unless a midterm vacancy is being filled;**
- **Board Members shall have the appropriate expertise when required by law;**
- **Submit applications to the Council's Office by the requirements contained in the notice;**
- **Agree to abide by the County's Conflict of Interest Ordinance.**

**Additionally, the State Code has the following requirements for Special
Service Districts in Grand County:**

- **No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;**
- **No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;**
- **A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;**
- **Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District**

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 593, 2019) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Applicant Certification

By checking this box and typing my name below, I am
electronically signing my application.

First Name	Brian
Middle Initial	T
Last Name	Hunnings
Date:	9/9/2022
How did you hear about this position?	From August

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

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
SEPTEMBER 20, 2022

TITLE:	Appointing Members of the Budget Advisory Board
FISCAL IMPACT:	n/a
PRESENTER(S):	Chris Baird – Budget Officer

Prepared By:
Chris Baird

FOR OFFICE USE ONLY:
Attorney Review:

RECOMMENDED MOTION:

I move to appoint Renee Baker and Shaylee Bryant to the Budget Advisory Board with terms ending December 31, 2023.

BACKGROUND

The Budget Advisory Board interviewed and recommended Renee Baker for the Department Head position.

Shaylee Bryant and Candis Eddy were interviewed for the Citizen position. The board recommends Shaylee Bryant.

ATTACHMENT(S):

1. Applications

Print

Board, Commission, Committee & Special Service District Application & Certification Form - Submission #4743

Date Submitted: 8/23/2022

Board, Commission, Committee & Special Service District Application & Certification Form

Instructions: Complete and sign this form and return it to Grand County Commission Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or commission@grandcountyutah.net

Board, Commission, Committee or Special Service District*

Budget Advisory Board

Other:

Name:*

Renee Baker

Mailing Address:*

City:*

Moab

State:*

UT

Zip Code:*

84532

Day Phone:*

Email Address:

In what year did you establish your current residency in Grand County?*

N/A

(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; two years'™ residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in?

San Juan

(applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah)

Occupation or professional training:

Personnel Services Director

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

I have worked for GC for almost 7 years, starting in the Clerk's Office and then moving to Personnel Services. I would like to serve on the BAB to see more in-depth the budgeting process. Will likely participate in the meetings either way since I will be offering salary and benefit information.

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

Grand County Resolution 3184 (October 2019) contains the following Board Member requirements:

- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a midterm vacancy is being filled;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office by the requirements contained in the notice;
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for Special Service Districts in Grand County:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 593, 2019) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Applicant Certification*

- By checking this box and typing my name below, I am electronically signing my application.
- I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature.

First Name*

Renee

Middle Initial*

E

Last Name*

Baker

Date:

8/23/2022

How did you hear about this position?*

County Email

Print

Board, Commission, Committee & Special Service District Application & Certification Form - Submission #4745

Date Submitted: 8/24/2022

Board, Commission, Committee & Special Service District Application & Certification Form

Instructions: Complete and sign this form and return it to Grand County Commission Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or commission@grandcountyutah.net

Board, Commission, Committee or Special Service District*

Other:

Budget Advisory Board

Name:*

Shalee Bryant

Mailing Address:*

City:*

Moab

State:*

UT

Zip Code:*

84532

Day Phone:*

Email Address:

In what year did you establish your current residency in Grand County?*

2018

(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; two years'™ residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in?

(applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah)

Occupation or professional training:

Financial Advisor

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

17 years financial experience including book keeping, tax strategizing, banking, lending, investments, etc.

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

Grand County Resolution 3184 (October 2019) contains the following Board Member requirements:

- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a midterm vacancy is being filled;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office by the requirements contained in the notice;
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- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District

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Applicant Certification*



By checking this box and typing my name below, I am electronically signing my application.

I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature.

First Name*

Shalee

Middle Initial*

M

Last Name*

Bryant

Date:

8/24/2022

How did you hear about this position?*

Through the county

Print

Board, Commission, Committee & Special Service District Application & Certification Form - Submission #4748

Date Submitted: 8/24/2022

Board, Commission, Committee & Special Service District Application & Certification Form

Instructions: Complete and sign this form and return it to Grand County Commission Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or commission@grandcountyutah.net

Board, Commission, Committee or Special Service District*

Budget Advisory Board

Other:

Name:*

Candis Eddy

Mailing Address:*

City:*

Moab

State:*

UT

Zip Code:*

84532

Day Phone:*

Email Address:

In what year did you establish your current residency in Grand County?*

1981

(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; two years'™ residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in?

(applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah)

Occupation or professional training:

Business Office Administrator at Edward Jones

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

I worked in the business banking group at Wells Fargo for 19 years. We managed business relationships and processed larger loans. I am very familiar with budgets, Profit and Loss & other financial statements, cash flow, and the ins and outs of personal and business finances.

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

I have not had the privilege to be on any local boards yet, but I am looking forward to this and other boards as well.

Grand County Resolution 3184 (October 2019) contains the following Board Member requirements:

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- Terms shall be for four years, unless a shorter period is required by law, or unless a midterm vacancy is being filled;
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Applicant Certification*

-
- By checking this box and typing my name below, I am electronically signing my application.
- I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature.

First Name*

Candis

Middle Initial*

R

Last Name*

Eddy

Date:

8/31/2022

How did you hear about this position?*

Facebook page

AGENDA SUMMARY
GRAND COUNTY COMMISSION

TITLE:	Approving Board member Board member David Condie to the Grand County Cemetery Board
FISCAL IMPACT:	None
PRESENTER(S):	Evan Clapper

Prepared By:

Robert Buckingham
Cemetery
Sexton/Manager

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the appointment of David Condie to serve on the Grand County Cemetery Maintenance District board, with term expiring 12/31/2022.

BACKGROUND:

The GCCMD board met in an open meeting on 09/13/2022, reviewed all applications submitted and interviewed all qualified applicants for one approaching vacancy. The Board voted to forward the recommendation of applicant David Condie to the County Commission for appointment, with term expiring 12/31/2022.

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

Attachment(s):

1. The GCCMD Board met on the evening of 12/13/2022 and reviewed the board application of David Condie. Board chairman Evan clapper made a motion to appoint David Condie to the GCCMD Board, seconded by the GCCMD Secretary Terry Lewis, Both board members approved and it was passed.

September 14, 2022

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

Re: Grand County Cemetery Board Recommendation Letter

Dear Grand County Commission Members:

The Grand County Cemetery Board received one application for one open vacancies. The Grand County Cemetery Board met in an open meeting on 09/13/2022, and approved the applicant. Subsequently, the Board voted unanimously to recommend to the County Commission the appointment of David Condie with term ending 12/31/2022.

Thank you,

Terry Lewis

Grand County Cemetery Maintenance District Board Secretary

From: Alishia Oliver
Sent: Thursday, August 25, 2022 2:47 PM
To: Robert Buckingham
Subject: Fwd: [A-Team] Online Form Submittal: Board, Commission, Committee & Special Service District Application & Certification Form

Hi Robert,

Here is an application that we received for your Board today.

Thank you,
Alishia

----- Forwarded message -----

From: <noreply@civicplus.com>
Date: Thu, Aug 25, 2022 at 1:12 PM
Subject: [A-Team] Online Form Submittal: Board, Commission, Committee & Special Service District Application & Certification Form
To: <commadmin@grandcountyutah.net>

Board, Commission, Committee & Special Service District Application & Certification Form

Board, Commission, Committee & Special Service District Application & Certification Form

Instructions: Complete and sign this form and return it to Grand County Commission Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or commission@grandcountyutah.net

Board, Commission,
Committee or Special
Service District

Cemetery Maintenance District

Other:

Field not completed.

Name:

C. David Condie

Mailing Address:

City:

Moab

State: Ut

Zip Code:

Day Phone:

Email Address:

In what year did you establish your current residency in Grand County? 1991

If not Grand County, which county do you reside in? *Field not completed.*

Occupation or professional training: Retired; MSW; CMSEP

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying: I am a retired Human Service Administrator; Computer Consultant; former Adjunct Instructor CEU and UofU; Private Business Owner in Grand County. I have a long history of serving on non-profit and community boards (KZMU, PPAU, Moab Rotary, Moab Chamber of Commerce, and Green River CAP.

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying: I have been a Grand County property owner since 1986 and a full time resident since 1991. I have a vested interest in the Cemetery District in that my parents are both buried at Sunset, and I have a spot in the cremation crypt. I have worked closely with the district to make this a possibility.

Grand County Resolution 3184 (October 2019) contains the following Board Member requirements:

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I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 593, 2019) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Applicant Certification By checking this box and typing my name below, I am electronically signing my application.

First Name Clair

Middle Initial David

Last Name Condie

Date: 8/25/2022

How did you hear about this position? Robert Buckingham

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
SEPTEMBER 20, 2022

TITLE:	<ul style="list-style-type: none"> • Ratify the Letter of Support for the International Day of Peace • Ratify the Letter of Support for City of Moab • Ratify Co-Op Law Enforcement Annual Operating & Financial Plan - Grand County the USDA Forest Service • Approving Consulting Services Agreement for Expert Witness Services with Dr. David L. Corwin, MD • Agreement Between Grand County and the Utah Department of Natural Resources, Division of Wildlife Resources, Under Watershed Restoration Initiative Project #5903 Colorado River 6.0 • Annual Southeast Utah Association of Local Governments (SEUALG) Contract Agreement/ SEULAG Contract Ombudsman
FISCAL IMPACT:	See corresponding agenda summaries, if any
PRESENTER(S):	None

Prepared By:

RECOMMENDED MOTION:

I move to adopt the consent agenda as presented.

BACKGROUND

See corresponding agenda summaries, if any, and related attachments

FOR OFFICE USE ONLY:
Attorney Review:

ATTACHMENT(S):

See corresponding agenda summaries, if any, and related attachments

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
MAY 4, 2021

TITLE:	Resolution supporting the International of Peace on 9/21/22 and Letter of support for the International of Peace on 9/21/22
FISCAL IMPACT:	0.00
PRESENTER(S):	Mary McGann

Prepared By:

Alishia Oliver
Commissions Coordinator

FOR OFFICE USE ONLY:
Attorney Review:

RECOMMENDED MOTION:

I move to approve the Resolution and attached letter of support, supporting the International Day of Peace on 9/21/2022

BACKGROUND

In 1981, the United Nations General Assembly unanimously established The International Day of Peace (“Peace Day”) as a day for all humanity to commit to Peace above all differences, and to contribute to building a Culture of Peace.

In support of International Peace Day, Grand County shall facilitate and publicize the observance of Peace Day by providing a meeting space for anyone to gather for the Minute of Silence - Moment of Peace at noon to create a 24-hour “Peace Wave” around the globe

ATTACHMENT(S):

1. RESOLUTION SUPPORTING THE INTERNATIONAL DAY OF PEACE ON SEPTEMBER 21
2. Letter_of_Support_2022_International_Day_of_Peace-_DOCX.docx

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

SUPPORTING THE INTERNATIONAL DAY OF PEACE ON SEPTEMBER 21, 2022

WHEREAS, in 1981, the United Nations General Assembly unanimously established The International Day of Peace (“Peace Day”) as a day for all humanity to commit to Peace above all differences, and to contribute to building a Culture of Peace;

WHEREAS, twenty years later, in 2001, the General Assembly unanimously voted to declare Peace Day as a 24 hour period of non-violence and cease-fire – a complete cessation of hostilities;

WHEREAS, Peace Day is observed around the world on September 21 each year;

WHEREAS, the theme for the 2022 Peace Day is: “**End Racism. Build Peace;**”

WHEREAS, achieving true peace entails much more than laying down arms; it requires the building of societies where all members feel that they can flourish; and it involves creating a world in which people are treated equally, regardless of their race;

WHEREAS, conflicts continue to erupt across the globe, causing people to flee, we have seen race-based discrimination at borders; and, as COVID-19 keeps attacking our communities, we have seen how certain racial groups have been hit much harder than others; and, as economies suffer, we have seen hate speech and violence directed at racial minorities.

WHEREAS, we can work to dismantle the structures that entrench racism in our midst, and we can support movements for equality and human rights everywhere; we can speak out against hate speech – both offline and online; and we can promote anti-racism through education and reparatory justice.

NOW, THEREFORE, BE IT RESOLVED, by the Grand County Commission as follows:

Section 1: Grand County joins the efforts of the United Nations in working toward a world free of racism and racial discrimination, and encourages all organizations and individuals in the County to observe The International Day of Peace on September 21, 2022 in ways that are meaningful and inspiring to them.

Section 2: Grand County shall facilitate and publicize the observance of Peace Day by providing a meeting space for people to gather for the *Minute of Silence - Moment of Peace* at Noon on September 21 to create a 24-hour “Peace Wave” around the globe.

APPROVED by the Grand County Commission in open session this 20th day of September 2022 by the following vote:

Aye:

Nay:

Abstaining:

Absent:

Grand County Commission

ATTEST:

Jacques Hadler, Chair

Gabriel Woytek, Clerk/Auditor



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

September 9, 2022

Grand County Residents,

United Nations General Assembly unanimously established The International Day of Peace (“Peace Day”) as a day for all humanity to commit to Peace above all differences, and to contribute to building a Culture of Peace;

Peace Day is observed around the world on September 21 each year.

In support of International Peace Day, Grand County shall facilitate and publicize the observance of Peace Day by providing a meeting space for anyone to gather for the Minute of Silence - Moment of Peace at noon to create a 24-hour “Peace Wave” around the globe.

Please join us in gathering on the front lawn of the Grand County Courthouse at 11:45 am we will then observe the Minute of Silence - Moment of Peace at 12:00 pm followed by the musical talents of the Moab Valley Voices.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacques Hadler".

Jacques Hadler, Chair
Grand County Commission

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
MAY 4, 2021

TITLE:	Letter of support for the City of Moab to apply for funding as a sub-applicant of Grand County through either the FEMA BRIC (Building Resilient Infrastructure and Communities) or FMA (Flood Mitigation Assistance) programs.
FISCAL IMPACT:	0.00
PRESENTER(S):	

Prepared By:
Alishia Oliver
Commission Coordinator

FOR OFFICE USE ONLY:
Attorney Review:

RECOMMENDED MOTION:

I move to approve the Letter of support for the City of Moab to apply for funding as a sub-applicant of Grand County through either the FEMA BRIC (Building Resilient Infrastructure and Communities) or FMA (Flood Mitigation Assistance) programs.

BACKGROUND

The City of Moab is not considered an eligible applicant under these programs as it does not have a Pre-Disaster Hazard Mitigation Plan in place. However, as Grand County does have an active plan which covers the impacted areas, the City of Moab may act as a sub-applicant of Grand County in pursuing these project scoping funds.

ATTACHMENT(S):

1. Letter of Support 2022 City Mill Creek flood mitigation- DOCX.docx



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

September 13, 2022

To whom it may concern;

On August 20th, 2022, a large monsoonal storm over the Mill Creek watershed resulted in a 100-year flood that scoured the creek bed and displaced vegetation, sediment, and other debris. The flood damaged residential homes, commercial buildings, and municipal infrastructure, leaving a debris field in its wake. As a result of this disaster, the City of Moab is pursuing efforts to mitigate the effects of future events.

The City of Moab is seeking project scoping assistance for the mitigation of future flooding in the Mill Creek system through either the FEMA BRIC (Building Resilient Infrastructure and Communities) or FMA (Flood Mitigation Assistance) programs. The City of Moab is not considered an eligible applicant under these programs as it does not have a Pre-Disaster Hazard Mitigation Plan in place. However, as Grand County does have an active plan which covers the impacted areas, the City of Moab may act as a sub-applicant of Grand County in pursuing these project scoping funds.

Grand County supports the City of Moab's desire to mitigate the effects of future flooding and other hazards in the Mill Creek system. As such, Grand County grants permission for the City of Moab to apply for funding as a sub-applicant of Grand County. All project oversight, management, and fiscal liability will be the responsibility of the City of Moab.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacques Hadler".

Jacques Hadler, Chair
Grand County Commission



USDA, Forest Service

OMB 0596-0217
FS-1500-8AFS Agreement No. 21-LE-11041000-004

Cooperator Agreement No. _____

**MODIFICATION #002
EXHIBIT A
COOPERATIVE LAW ENFORCEMENT
ANNUAL OPERATING PLAN & FINANCIAL PLAN
Between
GRAND, COUNTY OF
And the
USDA, FOREST SERVICE
MANTI-LA SAL NATIONAL FOREST**

FY 2022 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan) is hereby made and entered into by and between Grand, County of, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Manti-La Sal National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #**21-LE-11041000-004** executed on **July 1, 2021**. This Annual Operating Plan is made and agreed to as of the last date of signature and is for the estimated period ending September 25, 2025.

Current 2022 Year Obligation: \$10,000.00 (**Previously Obligated**)

Modification 002 Obligation: \$15,000.00

Total Available for Expenditures: \$25,000.00

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

<u>Grand, County of Program Contact</u>	<u>Grand, County of Administrative Contact</u>
Steve White Sheriff Grand County Sheriff's Office 125 East Center Street Moab, UT 84532 Telephone: (435) 259-8115 Fax: (435) 259-8651 Email: swhite@grandcountysheriff.org	Darrel Mecham Chief Deputy Grand County Sheriff's Office 125 East Center Street Moab, UT 84532 Telephone: (435) 259-8115 Fax: (435) 259-8651 Email: dmecham@grandcountysheriff.org



USDA, Forest Service

OMB 0596-0217
FS-1500-8A**Grand, County of
Administrative Contact**

Eve Brennan
 Administrative Assistant
 Grand County Sheriff's Office
 125 East Center Street
 Moab, UT 84532
 Telephone: (435) 259-8115
 FAX: (435) 259-8651
 Email: ebrennan@grandcountysheriff.org

Principal U.S. Forest Service Contacts:

<u>U.S. Forest Service Program Manager Contact</u>	<u>U.S. Forest Service Administrative Contact</u>
John Blakeley Law Enforcement Officer U.S. Forest Service Manti-La Sal National Forest 62 East 100 North/P.O. Box 386 Moab, UT 84532 Telephone: (435) 590-1927 FAX: (435) 587-2637 Email: john.blakley@usda.gov	Gina Jolley Grants Management Specialist U.S. Forest Service Utah Acquisition Support Center 1749 West 500 South Salt Lake City, UT 84104 Telephone: (801) 908-1925 FAX: (801) 908-1930 Email: gina.jolley@usda.gov

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$0.00/mile patrolled
 Per diem rate is \$0.00/day
 Wages at the prevailing rate of **\$25.00/hour** that includes fringe benefits for the individual Officer.

Please send an invoice that displays actual expenditures to date of the invoice, displayed by separate costs elements, with documentation to support the number of hours worked along with patrol logs or other supporting information.

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.
1. Patrol on following U.S. Forest Service roads



- A. The La Loop Road and spur roads leading from the Loop Road on National Forest lands
- B. The Gateway Road and spur roads leading from the Gateway Road on National Forest lands
- C. The North Beaver Mesa Road and spur roads leading from the North Beaver Road on National Forest land

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

- A. Oowah Campground
- B. Warner Lake Campground

Total reimbursement for this category shall not exceed the amount of: \$25,000.00.

III. DISPATCHING:

Provide frequency access and dispatch services for Forest Service Agents and Law Enforcement Officers for the period of the plan ending September 30, 2025.

IV. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Total reimbursement for this category shall not exceed the amount of: \$0.00

V. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

Total reimbursement for this category shall not exceed the amount of: \$0.00

VI. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case-by-case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made



at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

Addendum A (attached) provides the specific information on the procedures and requirements for requesting Fire Reimbursements from the U.S. Forest Service. Any questions or clarifications necessary concerning incident/fire emergencies should be directed to the nearest fire dispatch center or the LEO listed under the U.S. Forest Service Program Manager Contact (see Section I.A.).

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VII. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. The billing frequency is no more than quarterly and no longer than annually. Cooperator is approved to submit lump sum billing once all expenditures are complete for the annual operating period. The U.S. Forest Service will make payment for project costs upon receipt of an invoice and completed Form FS-5300-5, Cooperative Law Enforcement Activity Report. Each correct invoice shall display Cooperator actual expenditures to date. The invoice should be forwarded as follows, with preference on e-mail:



USDA, Forest Service

OMB 0596-0217
FS-1500-8A

Send Original Invoice(s) to:
 USDA, Forest Service
 Albuquerque Service Center
 Payments – Grants & Agreements
 Phone: (877) 372-7248
 Fax: (877) 687-4894
 Email: SM.FS.ASC_GA@USDA.GOV

Send invoice copy and FS-5300-5:
 John Blakley
 Email: john.blakley@usda.gov

- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$25,000.00	
Training		
Equipment		
Special Enforcement Situations		
Total	\$25,000.00	

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement. Any funds not spent at the end of the five years (9/30/2025) will be de-obligated. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this **FY 2022 Annual Operating Plan** as of the last date written below.

STEVE WHITE
 Sheriff
 Grand County Sheriff's Office

9/12/22

Date

RYAN NEHL
 Forest Supervisor
 U.S. Forest Service
 Manti-La Sal National Forest

Date



USDA, Forest Service

OMB 0596-0217
FS-1500-8A

9/12/2022

~~CHRIS BAIRD~~ Jacques Hadier
Council Administrator Chair
Grand, County of

Date

SCOTT HARRIS
Special Agent in Charge
U.S. Forest Service
Intermountain Region

Date

The authority and format of this agreement have been reviewed and approved for signature.

TIMOTHY
WAGONER

Digitally signed by
TIMOTHY WAGONER
Date: 2022.09.07
15:58:45 -06'00'

TIM WAGONER
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
SEPTEMBER 20, 2022

TITLE:	Approving Consulting Services Agreement for Expert Witness Services with Dr. David L. Corwin, MD
FISCAL IMPACT:	Up to \$10,000 plus expenses (within GCAO 2022 budget)
PRESENTER(S):	Christina Sloan, Grand County Attorney

Prepared By:

Christina Sloan
Grand County Attorney
csloan@grandcountyutah.net

FOR OFFICE USE ONLY:
Attorney Review:

Complete

RECOMMENDED MOTION:

I move to approve the consulting services agreement for expert witness services with Dr. David L. Corwin, M.D.

BACKGROUND

GCAO needs to hire Dr. Corwin to testify at jury trial to provide his expert opinion regarding severe emotional trauma in children related to the case referenced in the contract. Dr. Corwin bills hourly for his time, which is typical, but he has agreed to cap his fees at \$10,000, which is consistent with GCAO's major crimes budget of the same amount, only \$43 of which has been spent year to date.

ATTACHMENT(S):

1. Consulting Services Agreement

Consulting Services Agreement

Grand County, a Utah political subdivision, wishes to engage **David L. Corwin, MD** to perform certain services for certain expert witness services (the “Services”) in connection with the County’s prosecution of Moab District Court Case No. 221700148 as follows:

- A. Review case file and evidence provided by Chief Deputy County Attorney Colleen Magee in the above-referenced case in advance of jury trial, currently set for October 13-14, 2022.
- B. Observe jury trial in person at the Moab District Court up to and including expert testimony, which jury trial is currently set for Oct. 13-14, 2022.
- C. Testify at jury trial on expert opinion regarding severe emotional trauma in children.

The Services do not include preparation of an expert report.

Grand County understands that the services are being provided by David L Corwin, MD in his position as a consultant and independent contractor, and not in his position as an employee or agent of the University of Utah. Grand County understands that the University is not sponsoring or controlling the services that David L. Corwin, MD will be providing for Grand County. Grand County also understands and agrees that the University assumes no responsibility or liability for the actions or omissions of David L. Corwin, MD in his role as a consultant in the provision of the Services.

Grand County shall pay David L Corwin, MD \$600 per hour for the Services rendered, not to exceed \$10,000, plus actual travel expenses. Grand County, a tax exempt entity, prefers to directly pay travel expenses; David L Corwin, MD shall provide receipts for reimbursement for any travel expenses he incurs directly.

GRAND COUNTY, UTAH

By: _____
Jacques Hadler, Chair,
Grand County Commission



By: _____ Dated: September 11, 2022

David L. Corwin, MD

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
SEPTEMBER 20TH, 2022

TITLE:	Agreement between Grand County and the Utah Department of Natural Resources, Division of Wildlife Resources, under Watershed Restoration Initiative project #5903 Colorado River 6.0
FISCAL IMPACT:	\$28,750
PRESENTER(S):	Elizabeth Izzi Weimholt

Prepared By:
Elizabeth (Izzi) Weimholt
Grand County Weed
Supervisor
125 E Center St, Moab UT
435-259-1369
eweimholt@grandcountyutah.net

FOR OFFICE USE ONLY:
Attorney Review:

SUGGESTED MOTION:

I move to approve the proposed agreement between Grand County (Grand County Weeds Department, GCWD) and the Utah Department of Natural Resources, Division of Wildlife Resources (UDWR) as presented.

BACKGROUND

This agreement funds up to \$28,750 for noxious weed abatement by the Grand County Weeds Department along the Colorado River and its tributaries, provided by the Utah Watershed Restoration Initiative (WRI) grant and administered by the Utah Division of Wildlife Resources (UDWR).

The timeline for this project is July 1, 2022 through June 30, 2023.

ATTACHMENT(S):

1. **Agreement** - FY23 WRI 5903 Colorado River 6.0 Agreement
2. **Project Proposal** - FY23 WRI 5903 Colorado River 6.0 Project Proposal

Cooperative Agreement

BETWEEN
GRAND COUNTY WEED DEPARTMENT
AND
UTAH DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF WILDLIFE RESOURCES

Pursuant to Utah Code §23-22-1, this COOPERATIVE AGREEMENT is made and entered into this document on July 1, 2022, between the State of Utah, Department of Natural Resources, Division of Wildlife Resources (UDWR) and the Grand County Weed Department (GCWD) for completion of parts of the *Colorado River Restoration 6.0 (WRI# 5903)* proposed through the Utah Watershed Restoration Initiative (WRI).

The term of this Agreement will be from July 1, 2022 through June 30, 2023, or Fiscal Year 2023 (FY 2023).

The Parties agree as follows:

1. UDWR will:
 - a. Provide up to \$28,750 for the completion of parts of the *Colorado River Watershed Restoration 6.0 (WRI# 5903)*.

2. GCWD will:
 - a. Support invasive weed project work along the Colorado River and map and treat invasive weeds as outlined in *Colorado River Watershed Restoration 6.0 (#5903)*. Project activities will be completed by June 30, 2023, and include the following:
 - i. *Collaborate on site specific project scoping and planning with Federal, State and local agencies, and Rim to Rim Restoration as needed and requested*
 - ii. *Treat invasive weeds along Colorado River and provide herbicide guidelines and assistance when needed.*
 - iii. *Coordinate and provide oversight of conservation corps invasive weed treatment projects,*
 - iv. *Map herbaceous weeds in Colorado River corridor and major side drainages.*
 - v. *Facilitate herbaceous and woody weed control with all agencies*
 - vi. *Other tasks and duties to further the Colorado River 6.0 Project as they arise*

 - b. Work with Rim to Rim Restoration to submit completion report data relevant to GCWD work by July 31, 2023.

All provisions of Attachment A and Attachment B are incorporated into and become a part of this Grant Agreement. If provisions of the Grant Agreement conflict, the order of precedence shall be (i) Attachment A; (ii) Grant Agreement signature page; and (iii) Attachment B.

SIGNATURES ON FOLLOWING PAGE

Agreed to by:

Grand County Weed Department

Date

Division of Wildlife Resources/Director

Date

Division of Wildlife Resources/Financial Manager

Date

State of Utah/Division of Finance

Date

ATTACHMENT A – STANDARD TERMS AND CONDITIONS

- 1. GRANTEE DESIGNATED PROJECT MANAGER:** Grantee shall assume all responsibility for planning, overseeing, implementing, and managing the Project, including all training and supervision of non-UDWR personnel. Grantee shall act in an independent capacity and not as an officer or employee or agent of UDWR or the State of Utah. UDWR shall be given recognition as a funding sponsor when deemed appropriate.
- 2. INVOICING:** All work completed under this grant shall be completed on a cost reimbursable basis. Grantee will submit invoices within thirty (30) days of providing services or incurring costs. All invoices must be received no later than June 30 annually. The grant number shall be listed on all invoices, freight tickets, and correspondence relating to this grant. UDWR is not responsible for providing payment on invoices submitted until UDWR verifies that the requested payment qualifies as an eligible expense and that work was completed in a satisfactory manner. If any start-up payment is to be provided to Grantee prior to project work being initiated, the payment amount and work description shall be identified in the project proposal, and Grantee shall submit verification that the start-up work is satisfactorily completed prior to having any additional payment invoices processed by UDWR.
- 3. LAWS AND REGULATIONS:** Grantee is responsible for ensuring compliance with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure, certification, and permitting requirements.
- 4. CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of UDWR or the State of Utah, unless prior written disclosure has been made to UDWR.
- 5. RECORDS ADMINISTRATION:** Grantee shall maintain all records necessary to properly account for Grantee's performance and the payments it receives from UDWR pursuant to this grant. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, the State of Utah, federal auditors, and UDWR staff, access to all such records.
- 6. TERMINATION:** This grant may be terminated with cause by UDWR in advance of the specified expiration date by providing prior written notice to Grantee. Grantee will be given ten (10) days after written notification to correct and cease the violations, after which this grant may be terminated for cause immediately. This grant may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. UDWR and Grantee may terminate this grant, in whole or in part, at any time, by mutual agreement in writing. Upon termination of the grant, Grantee shall be compensated for eligible services properly performed up to the effective date of the notice of termination. In no circumstance shall

UDWR be responsible for any costs for services unsatisfactorily performed, outside of the scope of the project proposal, performed after the effective date of the notice of termination, or for costs exceeding the reimbursable total identified herein.

7. **GOVERNING LAW AND VENUE:** This grant shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this grant shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
8. **DEBARMENT:** Grantee certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Grantee must notify the UDWR within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the grant term.
9. **INSURANCE:** Grantee shall at all times during the term of this grant, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Grantee shall provide proof of the general liability insurance policy and other required insurance policies to UDWR within thirty (30) days of contract award. Grantee must add the State of Utah as an additional insured with notice of cancellation.
10. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the UDWR and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance under this grant caused by any intentional act or negligence of Grantee, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the UDWR. The parties agree that if there are any limitations of the Grantee's liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

ATTACHMENT B – PROJECT PROPOSAL

Colorado River Restoration 6.0

Project ID: 5903
Status: Proposed
Fiscal Year: 2023
Submitted By: N/A

Project Manager: Matthew McEttrick
PM Agency: Rim to Rim Restoration
PM Office: Moab Office
Lead: Rim to Rim Restoration
WRI Region: Southeastern

Description:

A multi-agency project along the Colorado River and associated side drainages and watersheds that increases ecological resilience by facilitating native plant community regeneration by mapping and removing exotic plant species and planting native species in recovery areas, while also opening and maintaining side channels to facilitate growth of threatened and endangered Colorado River fishes.

Location:

Along the Colorado River from Westwater Ranger Station excluding the canyon to potash and some side drainage including Kane Creek, Castle Creek, Professor Creek and Onion Creek.

Project Need

Need For Project:

Tamarisk distribution and health in the Colorado River Watershed in southeast Utah has declined since leaf beetle establishment in 2004. This decline provides an opening for a watershed-wide restoration effort to support flagging threatened, endangered, and keystone species, in order to shift the post-tamarisk trajectory from additional re-invasion by other non-natives such as Russian olive and Russian knapweed, to sustainable native regrowth including Fremont cottonwood, sagebrush, and native grasses. The project works towards the following regional concerns: (1) Protect and enhance important nursery habitat for juvenile native threatened, endangered, and sensitive fish by reconnecting and revitalizing side channels, backwaters, and confluence habitats while restoring channel complexity, and reinforcing and maintaining locations for naturally occurring fish larvae to grow to sizes that can survive in the main channel. (2) Improve native plant community regeneration in areas where tamarisk is in decline along over 200 miles of the river and its side canyons by controlling Russian olive, elm, tree of heaven, and black locust to prevent these exotic species from expanding into newly opened areas. (3) Promote native plant regeneration in project areas where passive regeneration has not yet occurred, and in high use areas where active recreation inhibits restoration, through active plant establishment

methods benefiting Endangered Species Act (ESA) listed birds including Yellow Billed Cuckoo and SW Willow Flycatcher and prime mule deer and wild turkey habitat. (4) Contain and control existing noxious herbaceous plants (Russian knapweed, Canada thistle, perennial pepperweed, and hoary cress) to reduce spread from regularly flooded areas into upland areas through improved coordination of work across administrative boundaries. (5) Support and maintain critical mule deer winter range through pinyon/juniper thinning in Castle Valley, while also decreasing fire fuels loads and encouraging native grass growth. (6) Improve mapping, monitoring and control of new invaders, including Purple loosestrife and Ravenna grass, to prevent them from establishing along river and canyon reaches. (7) Sustain and improve progress in previously-treated areas through active monitoring and follow-up treatments. This project continues the collaborative planning and implementation processes adopted in FY18 by building on previously WRI-funded projects, linking to projects funded through other grants and agency budgets, and continuing the work of the Southeast Utah Riparian Partnership (SURP) across administrative and jurisdictional boundaries, including BLM, State Sovereign land, SITLA, NPS, DOE, county and private land. SURP has made native habitat improvement efforts more efficient by combining efforts and reducing costs. This enhanced collaboration between partners links older and newer projects over a large region and facilitates connectivity between projects and collaboration across administrative boundaries. This project exemplifies what can happen when multiple state, federal, county, private and nonprofit organizations come together under common goals. The project unites community members, local organizations, and public land management agencies under the shared goal of river and watershed conservation. It has demonstrated effective collaboration between recreation, aquatic habitats, and fire/fuels programs to achieve ecological goals across administrative boundaries, linking this conservation work to the larger community of Moab and its visitors. An attached General Scope of Work (SOW) includes overall project work guidelines and requirements, and lists project locations and work anticipated in FY 2023. Detailed site SOWs are found in the attachments to this proposal. This project lies entirely within a UWRI conservation focus area as of December 2021. Several small areas were added at the December meeting to ensure that the project meets this requirement.

Objectives:

The overarching goal of this project is to increase biological diversity, watershed health and wildlife habitat along the Colorado River and its tributaries through strategic vegetation improvements, supporting ecological resilience as tamarisk continues to decline. This project occurs in several ecological communities, including riparian cottonwood gallery forest, threatened and endangered native fish habitat, and the pinyon juniper woodland/sagebrush interface. The stretch of the Colorado covered by this project is home to the endangered humpback chub (*Gila cypha*), bonytail (*Gila elegans*), Colorado pikeminnow (*Ptychocheilus lucius*), and razorback sucker (*Xyrauchen texanus*). These federally endangered fish are found only in the Colorado River system. The Bonytail, Colorado pikeminnow, Flannelmouth sucker (*Catostomus latipinnus*), Humpback chub and Razorback sucker are also all listed as species of greatest conservation need in the October 2021 Utah DWR list, and are present along this stretch. This project also encompasses work in the key aquatic forested habitat abating the threat impact from improper water management (very high) and invasive species (medium), and in the key terrestrial lowland sagebrush habitat addressing the threat impacts from invasive plants (very high) and fire (very high). The Castle Valley thinning work includes critical Mule Deer winter habitat. OBJECTIVE 1 is to protect and expand native riparian plant communities throughout the river corridor by removing fast growing exotic species such as Russian olive, elm,

locust, tree of heaven and Ravenna grass. a. Russian olive and other fast growing exotic trees continue to spread into areas where tamarisk are in decline. Finding and killing these individual trees will ensure that they do not replace tamarisk. b. Ravenna grass is an invasive perennial grass that is spreading along the Colorado River and its tributaries. It spreads quickly and forms dense stands, so mapping current locations and hot spots (Mary Jane Canyon, Onion Creek, Kane Creek, Mayberry, Castle Creek and others) will help area land managers keep an eye on this relatively new invader. c. Russian knapweed is present throughout the region, and Grand County is actively managing it. Knapweed found above average flood levels at any tamarisk or olive removal site will be mapped and treated. As knapweed control requires several years of follow-up, during the FY 2023 all retreatment polygons will include knapweed treatment if it is present. Active revegetation efforts will avoid areas of dense knapweed, except for seeding. d. Native plant community establishment will allow river systems to connect to floodplains, allowing for expanded, more resilient riparian areas, providing habitat for fishes, birds and other wildlife, as well as minimizing downstream impacts. OBJECTIVE 2 is to mitigate the continuing loss of threatened or endangered fish species habitat through restoring confluence/side channel habitat and enhancing the function of the largest backwater/pond habitat in this reach of the Colorado River. a. Removing tamarisk in historic Colorado River side channels that were once excellent habitat for native fish species should improve chances of high-water scouring, the lack of which puts these side channels at risk of becoming permanently vegetated. Once lost, side channels do not seem to reestablish. Clearing the channel openings, and expanding the channel length allows future spring floods to expand on this clearing. Leaving the channels choked with tamarisk (particularly at the inlets and outlets) results in rapid channel filling during medium level spring floods, as is evidenced by the filling of the side channel 1 mile below Dewey Bridge. In these areas 100% of tamarisk biomass will be removed starting at the inlets and outlets. These areas are at risk of becoming so heavily vegetated that they cross an ecological threshold where they are unable to support native fish populations. OBJECTIVE 3 is to facilitate habitat regeneration by increasing native plant diversity in areas where plants are not passively recovering. a. Areas that have been slow to regenerate or that are subject to high use warrant active native revegetation to stabilize soils and maintain access, including the use of biochar. Seeding, pole planting, long stem planting and nursery-grown plants may be used at each active regeneration site depending on proximity to water, human use patterns, and other site factors. It is expected that 50 acres will be either planted or seeded. More detail about active revegetation is included in the attached SOW. OBJECTIVE 4 is to remove declining tamarisk in a patchwork fashion, starting with areas of healthy native plant communities, protecting these areas from fire and providing room for native plant expansion. a. Except in Colorado River side channels, no more than 40% of the total cover will be removed at each site to reduce the amount of initial disturbance and keep removal areas smaller so native plant regeneration can outpace invasive plant establishment. Some tamarisk may be left for shade and vertical architecture to increase micro habitats and to avoid completely denuded sites. In areas of high tamarisk concentration, tamarisk removal will begin around native plants on site like Fremont cottonwoods. b. Tamarisk biomass removal will occur in sites where the overall invasive plant composition is 30% or less, which is often found when retreating some legacy sites. Biomass removal will increase watershed health by improving biodiversity along these critical perennial water sources. Progress will be assessed based on long-term ecological objectives for each project location including: (1) reducing live tamarisk to less than 15 % of the relative vegetation cover in the long term; (2) reducing other herbaceous invasive, non-native plants to less than 5 % of the relative vegetation cover in project areas, and preventing other woody invasive plants from forming well established thickets from which they will spread; (3)

maintaining total vegetation cover equal to or greater than 30 % even during removal processes; and (4) documenting recruitment of native plants towards species-specific threshold diversity goals in the riparian corridor.

Threats / Risks:

Leaving the channels choked with tamarisk and Russian olive (particularly at the inlets and outlets) results in rapid channel filling during medium level spring floods, as evidenced by the filling of the side channel 1 mile below Dewey Bridge, and the accretion of Gold Bar Boat Ramp. In target areas 100% of tamarisk biomass will be removed starting at the inlets and outlets. These areas are at risk of becoming so heavily vegetated that they cross an ecological threshold where they are unable to support native fish populations, a problem that will continue to become more expensive and time consuming if it is not dealt with quickly. Monitoring conducted by Grand County has shown increasing tamarisk mortality since tamarisk leaf beetle introduction. Without collaborative active management now, areas of the riparian community and adjacent upland areas along the river may transition to a new set of invasive woody and herbaceous weeds rather than to resilient and robust native plant communities. Timely action to revegetate these important riparian and adjacent upland communities will result in a native-rich resilient river corridor that supports wildlife and livestock while significantly reducing the risk of catastrophic wildfire. No action will likely result in an ecologically stagnant, invasive-choked reach with much lower value for wildlife, livestock and recreational opportunities. 1) Side channels and backwater fish habitat are currently at risk of in-filling due to increased invasive vegetation in the channels, which results in aggradation rather than scouring during high water. Once heavily vegetated, it is increasingly unlikely that high water years will clean these side channels. Actively opening these side channels and keeping them open so that mid-level flood flows can help maintain scouring will help reduce the risk of losing this habitat along the river. 2) Native fish larvae lack refugia to develop to sizes that can survive the higher flows and predation in the main channel. Side channel and backwater improvements will provide locations for these larvae to mature, ideally improving fish populations. If little is done to improve backwater habitats for T&E fish species, populations could decline. 3) Recreation users impact native plant communities in popular recreation areas, and spread noxious weeds to new environments. Coordinating control of knapweed and other herbaceous weeds across administrative boundaries in these areas will reduce the likelihood for seed transport into the wider desert where containment and control will be more difficult and expensive. In addition, campgrounds and other high use areas are adjacent to high density historic tamarisk stands that have high fuel loads. Human caused fires have occurred along the river corridor in the recent past and will likely continue to occur without removal of tamarisk and other woody invasives around these high use areas. Partner agencies (FFSL) will dedicate in-kind efforts to contact and educate recreation users about responsible activities in riparian environments, including invasive species ID, equipment cleaning, wildfire awareness and fire-ban compliance. 4) Reduced river flows coupled with the deep root systems and dense lower growth of tamarisk and Russian olive have altered sediment transport and, in some areas, greatly simplified riverine habitat along the Colorado River. Invasive, non-native plants such as Russian knapweed and kochia tend to colonize these areas quickly, preventing native grasses, forbs, and shrubs from establishing. Without treatment, some scour areas will fill in with exotic vegetation. In locations where the bank is narrow and close to roads, rapidly establishing willows and grasses as tamarisk declines will protect infrastructure and improve wildlife access, especially for amphibians and aquatic mammals. 5) Declining and dying tamarisk creates ideal conditions for recruitment of invasive plants such as Russian olive or herbaceous exotic species. The phased

approach of the work in this project (as outlined in methods and the attached SOW), allows for faster establishment of a more diverse and sustainable plant community than via natural regeneration alone, and will help ensure that other invasive species and noxious weeds do not dominate the system. Careful and incremental tamarisk removal can prevent these areas from transitioning to thickets of kochia, Russian knapweed and other herbaceous noxious weeds, or to dense stands of Russian olive, elm and tree of heaven. 6) Ravenna grass has been spreading very quickly along riparian areas in southeastern Utah. If we do not keep its population in check now it may become difficult to impossible to manage in a few years when its population extent is larger. The NPS is also concerned about reed canary grass and exotic Phragmites expansion in this area. 7) Fremont cottonwood is in decline along the Colorado River, and as a foundation species in the southwest, supports a large community of understory plants, insects, microbes, birds, and mammals. Under current low flow conditions, cottonwood struggles to recruit at sustainable levels. Clearing Russian olive and tamarisk, decreasing channelization and increasing sediment mobility, allows floods to more effectively redistribute sediment and supports cottonwood recruitment by decreasing competition and increasing available habitat. Without planting to help keep this species recruiting rapidly in clearing areas, this species is likely to fall more and more behind non-natives and if we wait, this work will be harder in the future. 8) Past restoration investments to restore native plant communities to a self-sustaining level need follow-up to reach completion. In the areas proposed within this project, invasive plant densities are not yet reduced to a level of low-intensity maintenance. Failure to build on past work in these areas in a timely manner will detract from previous restoration efforts and increase costs down the road for improving habitat and reducing fuel loads. Vegetation monitoring in previously treated areas suggests that sites with follow-up work have more resilient native plant communities.

Relation To Management Plan:

The work in this proposal relates to a number of regional management plans including several BLM planning documents, NPS plans, and State of Utah wildlife plans and vegetation management policies. In addition, it directly relates to the Cooperative Weed Management Area (CWMA) that links to efforts in Western Colorado. This project is also broadly supported by the Southeast Utah Riparian Partnership's plan, and many of its members are listed as partner organizations. The following section outlines how this work meets various management plan goals in each document. (1) The Moab Field Office (MFO) Programmatic Invasive Species Management Plan (PISMP) is an integrated pest management approach to eradicate, contain, control and prevent targeted weeds within the MFO. The desired goal is to contain or control the spread of invasive species and eradicate species that pose the greatest threat to the biological diversity, and prevent any new weeds from becoming established by utilizing a wide range of treatment options (i.e. mechanical, manual, herbicide, etc.). Proactive vegetation management outlined in this proposal will promote ecosystem health through restoration of diverse native communities, maintaining and improving native forbs and grass species, increasing the regeneration of native cottonwoods and willows in riparian corridors, decreasing wildfire risk, and preventing the loss of wildlife habitat and species diversity. Mapping and monitoring new exotic species will limit the spread of additional invasive species. (2) Moab BLM Resource Management Plan (RMP) prioritizes management of riparian vegetation and emphasizes the control of noxious weeds, prevention of the spread of invasive species, and restoration of vegetated areas. Reduction of tamarisk and restoration of native riparian vegetation addresses management objectives for improving the quality and health of riparian habitats while improving the quality of resources used in recreation and reducing fuels, decreasing the likelihood and severity of wildfires. Specific management decisions in

the RMP that are directly related to the primary objectives of the proposed project include RIP-9, which calls for restoring riparian vegetation "through biological, chemical, mechanical, and manual methods (e.g., tamarisk control, willow plantings)," and RIP-16, which calls for implementation of strategies to "restore degraded riparian communities" and "protect natural flow regimes." (3) The BLM Utah Riparian Policy states that "riparian areas are to be improved at every opportunity." Under this proposal, native plant distribution, native fish habitat and grazing areas for domestic livestock (near Dewey Bridge) will all be improved in riparian areas. (4) The NPS Southeast Utah Group conducted an Exotic Plant Management Plan Environmental Assessment (EA) in 2009. In particular, pages 3-5 in chapter 1 outline specific herbicides and management goals which are supported through this WRI proposal. "1. Restore native plant communities to reduce the need for ongoing exotic plant management. 2. Prevent unacceptable levels of exotic plant damage, using environmentally sound, cost effective management strategies that pose the least possible risk to people, park resources, and the environment." The river corridor was identified as an area of concern in this EA, with targeted tamarisk as one of the goals. This WRI proposal supports the NPS overarching exotic plant management and river specific goals (5) The Utah Mule Deer Statewide Management Plan calls for an emphasis on improving riparian habitat and use of seed mixes that include sufficient forbs and browse species. One of the strategies for actively revegetating some of the tamarisk treatment areas includes reseeding with native locally sourced seed mix. In addition, the greater access to the river provided by the reduction of dense tamarisk stands will improve riparian habitat and browse for mule deer. The thinning sections in Castle Valley will also improve critical upland Mule Deer winter range. (6) Pursuant to the Utah Noxious Weed Act, Section 7, to every person who owns or controls lands in Grand County, Utah, that noxious weeds standing, being, or growing on such land shall be controlled and the spread of same prevented by effective cutting, tillage, cropping, pasturing, or treating with chemicals or other methods, or combination methods, or combination thereof, approved by the County Weed Supervisor, as often as may be required to prevent the weed from blooming and maturing seeds, or spreading by root, root stalks or other means. Listed species include tamarisk, Russian knapweed, and Russian olive. Almost all of the individual projects listed under this proposal targets tamarisk, Russian knapweed, or Russian olive for treatment and/or removal. (7) Middle Colorado River Watershed Cooperative Weed Management Area Cooperative Agreement (CWMA)- includes partnering organizations working along the Colorado River work towards the CWMA's goal "to promote an integrated weed management program throughout the MCRW-CWMA that includes public relations, education and training in the non-native invasive weed arena as well as inventory, monitoring, controlling and preventing the spread of non-native invasive weeds, sharing of resources, and designing other desirable resource protection measures relative to weed management." (8) BLM Healthy Lands Initiative: The project area has been identified as a focal area of this vegetation- resources enhancement initiative to restore and improve the health and productivity of western public lands. The Healthy Lands strategy increases the effectiveness and efficiency of vegetation enhancement treatments by focusing on treatments on a significant percentage of lands -- both Federal and non-Federal -- within six geographic locations, rather than focusing on the local project level. The strategy increases opportunities to leverage cooperative solutions across ownerships and jurisdictions. (9) U.S. Fish & Wildlife Service Utah Partners for Fish and Wildlife Program Strategic Plan: This project falls within a priority area, priority habitat (riparian), and addresses threats to priority species (SWFL and YBCU). (10) Conservation Planning for the Colorado River in Utah: With the help of local and regional natural resource professionals coordinated through the SE Utah Riparian Partnership, The Nature Conservancy, National Park Service, Bureau of Land Management and Utah Forestry Fire and State Lands

developed a broad-scale, spatially-explicit assessment of 146 miles (~20,000 acres) of the Colorado River mainstem in Grand and San Juan Counties, Utah that will function as the basis for a systematic, practical approach to conservation planning and riparian restoration prioritization. For the assessment we have: 1) acquired, modified or created spatial datasets of Colorado River bottomland conditions; 2) synthesized those datasets into habitat suitability models and estimates of natural recovery potential, fire risk and relative cost; 3) investigated and described dominant ecosystem trends and human uses; and 4) suggested site selection and prioritization approaches. 5) created a tool in ArcGIS Field Maps that partners can and are using to plan, record and collaborate on projects. Two additional collaborative management tools came out of the assessment, the Herbaceous Weed Control Coordination Plan for the Colorado Riverway and the Colorado River Cross Watershed Restoration 6.0 Herbicide Supplement for Projects. These tools will guide herbicide usage on projects for FY2023 and into the future. Partner organizations and others collaborating with the SE Utah Riparian Partnership are using the assessment, the Field Maps tool and datasets to identify and prioritize restoration actions to increase ecosystem resilience and improve habitat for bottomland species. Primary datasets include maps of bottomland cover types, bottomland extent, maps of areas inundated during high and low flow events, as well as locations of campgrounds, roads, fires, invasive vegetation treatment areas and other features. (4) Utah Wild Turkey Management Plan: Objective 1. Maintain and Improve Wild Turkey Populations to Habitat or Social Carrying Capacity. Objective 2. Stabilize populations that are declining outside of natural population fluctuations; especially through catastrophic events (i.e. following fires, severe winters, etc.). Objective 3. Conduct habitat projects to address limiting factors. Objective 4. Increase wild turkey habitat, quality and quantity, by 40,000 acres statewide by 2020. Objective 5. Conduct habitat improvement projects in limiting habitat(s). By removing dense tamarisk stands and increasing plant diversity along the river we are increasing possible turkey habitat and improving forage areas as well. (5) Scott M. Matheson Wetlands Preserve Habitat Management Plan 1994 outlines ecologic goals including: Preserve wetland and associated habitat patterns including spring and fall migratory stopover -nesting, young rearing, and year-round habitat for local resident wildlife; and, Enhance or create habitat for rare and/or desirable species, where possible, without damaging important existing habitat or wetland functions. By slowly returning areas to native vegetation this project will create more bird habitat. By removing tamarisk in a patchwork pattern, it will prevent the removal of all bird habitat and will allow for native shrubs and trees to grow for birds to use. (6) Colorado River Comprehensive Management Plan (CRCMP): Two areas of focus defined by the CRCMP are native vegetation enhancement and bank and channel restoration. The CRCMP has defined the following management goals which this project proposal supports: "Support restoration efforts that integrate riverine processes." -- Hydrology Goal 2 "Improve connectivity between the river channel and adjacent wetlands where possible" -- Geomorphology Goal 2 "Identify, target, and treat tamarisk in the planning area" -- Geomorphology Goal 1 "Integrate recreation and restoration opportunities in and along the river as appropriate." -- Recreation Goal 5 (14) Castle Valley Community Wildfire Protection Plan (CVCWPP) Outlined under the Risk Reduction are a number of goals that relate to olive removal work in Castle Creek. - Goal one is to implement defensible space on private land. - Goal two is to cooperate with private landowners to maintain and expand shaded fuel breaks and "brush outs" along existing roadways, fence lines, and natural and existing fuel breaks. - Goal five is to encourage through education firewise landscaping, vegetation and grasses into green spaces and private property where possible. - Goal seven is to seek funding resources for implementation of goals. Removal of Russian olive near houses in Castle Creek helps achieve all of these goals. (15) Grand County's 2020 Community Wildfire Protection Plan: The Colorado River Corridor is identified as a part

of the priority 2 area for mitigating wildfire risks. Within priority area 2 it notes that "The County's experience with fire management along the river corridors has been challenging. The recreation activities along the rivers pose a unique problem because fire agencies don't know where people are located at any given time. Winds in the corridor can also make fire management very difficult.". Within the CWPP a number of goals are addressed by this WRI proposal: A-5: Evaluate fuel loading around communities and identify priority areas for fuel reduction treatments. Specifically fuels management projects near water sources. A-6: Conduct fuel reduction treatments in previously identified priority areas. A-10: Control Noxious weeds that contribute to fire hazard. A-12: Reduce undesirable fuels adjacent to riparian areas to reduce fire impacts... B-6: Coordinate with agencies to plan upcoming fuel reduction treatments and offer county support to implement treatments. B-13: Manage recreation to prevent wildfire ignitions and to reduce fuel loading. B-14: Support wildlife habitat improvement projects that also reduce wildfire risk. (16) Moab Valley 2020 Community Wildfire Protection Plan: The Colorado River Corridor from the Matheson to Poison Spider is identified as priority area 3 for wildfire mitigation work, noting that Recreation activities along the corridor increase the likelihood of fire events. In addition Utah Wildfire Risk Assessment Portal (UWRAP) data identifies this section as potentially moderate to high wildfire severity. The Matheson Preserve is identified as priority area 4 for wildfire mitigation work. The CWPP notes that "Fire fuels are of extreme concern due to both the density of fuels and the proximity of structures to those fuel loads.". Within the CWPP a number of goals are addressed by this WRI proposal: A-5: Evaluate fuel loading around communities and identify priority areas for fuel reduction treatments. Specifically fuels management projects near water sources. A-6: Conduct fuel reduction treatments in previously identified priority areas. A-10: Control Noxious weeds that contribute to fire hazard. A-12: Reduce undesirable fuels adjacent to riparian areas to reduce fire impacts... B-3: Prevent noxious/invasive weed proliferation through management, control, and reduction. B-6: Coordinate with agencies to plan upcoming fuel reduction treatments and offer county support to implement treatments. B-13: Manage recreation to prevent wildfire ignitions and to reduce fuel loading. B-14: Support wildlife habitat improvement projects that also reduce wildfire risk.

Fire / Fuels:

Tamarisk as well as associated Russian olive can serve as ladder fuels, carrying fire into the crowns of native cottonwoods, black willow, oak and hackberry. According to the Utah DNR Wildfire Risk Portal (UWRAP) the area is at risk of low to high intensity fire. The project area has had increasing wildfires over the past 17 years since the release of the tamarisk beetle in 2004, and especially as visitor numbers increase. Studies have shown that contiguous stands of tamarisk in riparian zones lead to fire return intervals that are too frequent for the successful establishment of native cottonwoods and willows -- a key component of our restoration efforts on the Colorado and its tributaries. Dead and declining tamarisk poses a fire hazard to numerous recreation sites, campgrounds, roadways, structures, energy infrastructure, fire personnel, recreating citizens and endangered species habitat, including Moab and Castle Valley. The current fire regime condition class in tamarisk galleries is high (3), and would be reduced to moderate (2) immediately after treatment. Additionally, the removal of dead tamarisk trees creates breaks where firefighters can safely begin suppressing wildfires. Recent occurrences of wildfires in this river stretch have been high intensity with negative consequences including mortality of all native vegetation and up to 100% invasive weed infestation. Work outlined in this proposal will decrease the risk of high severity wildfire in the river corridor and up important side drainages by reducing the density of beetle impacted dead and declining tamarisk trees. a. Treatments outlined in this proposal focus on clearing these ladder fuels from around cottonwoods and other native

plants to protect them in the event of destructive fires and protect critical seed sources for cottonwoods and other native plants critical for passive regeneration. b. Treatments in following years will expand these openings as the cleared areas stabilize with lower growing grasses and forbs. c. Treatment areas near campgrounds and high use recreation areas will improve fire safety, and buffer the entire river corridor from the fire risk present in high use recreation areas. Work accomplished in Castle Creek will directly reduce fire intensity, threat, and risk in the town of Castle Valley. This work will build off of previous Castle Creek work (WRI #: 1414, 1970, 2310, 2569, 3592 and 5286) to reduce threat of fire to structures and lives. According to Castle Valley's CWPP there have been 41 fires in Castle Valley in the last ten years of various causes. Castle Creek is the greatest fire threat to infrastructure and lives in the town. A fire in Castle Creek would be high intensity and difficult to put out due to the density of fuels. This project is one more step towards fire resiliency and safety for Castle Valley. Upland pinyon juniper thinning in Castle Valley will decrease fire risk, support critical mule deer winter range and allow for better control of fire spread, again decreasing fire risk to Castle Valley. This work will cover a large portion of the zone in between the town of Castle Valley and the La Sal Mountains, with the potential to cover even more area if the arch clearance portion is fully funded. This area includes a large piece of extremely high use wildlife migration corridor according to data the Utah Wildlife Migration Initiative (UWMI), which was used in the scoping of the Castle Valley project by BLM and managers to focus their treatment area. Ravenna grass, (a non-native invasive species) is spreading along riparian areas in this part of the state, and poses a risk to become a combined fine and ladder fuel in riparian areas. Ravenna grass can reach heights of 12 feet and older stands of Ravenna grass may be able to carry fire that would not otherwise burn in these areas. Removing this fuel loading will promote the establishment of under-story native vegetation and will reduce soil erosion, which is critical to maintaining riparian ecosystem resilience.

Water Quality/Quantity:

The Colorado River irrigates farms, powers electric grids, and provides drinking water to 40 million people. This project will improve water quality along one section of the Colorado by reducing wildfire risk via thinning projects, reducing sediment loading via native plantings that reduce excessive erosion. This project also has the potential to improve water quantity through increased riparian hydric vegetation like cottonwood and willow, re-wetting of backwater areas, encouraging groundwater recharge and weed management. Tamarisk channelizes streams, reducing the width of active floodplains and reducing ecologically valuable riparian habitat via downcutting. Reducing these thickets in areas outlined for this project has the potential to inhibit downcutting, improve the size and roughness of riparian and floodplain habitats, which may improve groundwater recharge. Removing tamarisk and Russian olive from the banks of streams and riverbeds will help establish natural hydromorphological processes and more effectively distribute water resources throughout the project watershed area. After invasive species are removed, targeted seeding and revegetation as well as passive restoration of native plants may stabilize natural drainage conditions. Decreased erosion rates would be a direct improvement to water quality conditions. Removing tamarisk and Russian olive from the watershed in selected areas can also promote channel complexity. The first phase of this project created access to historically high flow channels and potential backwater areas. Opening access to these areas will allow for these projects to continue to clear vegetation from these channels, increasing the potential for fisheries restoration in some areas. This can in turn improve water quality in the river over the long term. At several sites, Cottonwood Creek and Professor Valley, small scale biomass burning in biochar kilns will be implemented with biochar spread onsite after quenching. Biochar may

aid in soil water retention, increasing water holding capacity in soils at these restoration sites. If this work is successful, the use of biochar could be expanded to other removal areas.

Compliance:

NEPA has been completed by the BLM Moab Field Office's Programmatic Invasive Species Management Plan (PISMP). The project area has a current federal Pesticide Use Plan (PUP). The State of Utah does not have a formal NEPA process to follow for restoration work but will defer to the federal partners involved to ensure compliance with any applicable federal restrictions or reporting requirements. The Division of Forestry, Fire and State Lands can assist in any compliance documentation necessary to complete work on this project and looks forward to closely working with federal partners to complete all necessary permitting. Archaeology clearance is usually not required for work within riparian lands adjacent to the river on State sovereign lands. However, if any cultural resources are suspected or discovered throughout work on this project all work will cease until expert archaeologists can assess and determine appropriate action. Archaeological surveys will be conducted on 278 acres of the Utah Open Lands block in Castle Valley during FY23 under this proposal. Once surveys are completed FFSL will ask for money either through Catfire or WRI for FY24 for implementation of mastication work/hand cut and pile dependent on the community and landowner meetings. Work on NPS Lands is supported by the 2009 Southeast Utah Group Exotic Management Plan Environmental Assessment.

Methods:

The attached General SOW and table of projects, along with the mapped areas, and the Colorado River herbaceous weed management plan and herbicide supplement gives more detail about exact locations of work and methods. Detailed Site SOWs are also attached to this proposal. Ravenna grass, nonnative phragmites, and other herbaceous weed monitoring and control extends throughout the riparian corridor from Cisco to Potash and up several side canyons including Onion Creek, Professor Creek, Castle Creek, Mill Creek, and Kane Creek. This work will include mapping of all Ravenna grass and other new invaders before removal work is done as well as continued work to kill all Russian olive that become visible as they grow in the declining tamarisk and some willow stands. Project locations detailed in the SOW are listed below starting upstream and going downstream: BLM * May Flats * Westwater Ranger Station * Cottonwood Creek * Mile Marker 32 128 * Dewey Bridge * Lower Onion Ramp and Camp and River Right Sites * Above New Rapid * Castle Creek (Zuckerman) * Castle Valley Fuels Unit * Goose Island * Lower Goose Island area * Sevenmile Canyon * Kane Creek * King's Bottom * Follow-up from mouth to Amasa Back parking area * Jaycee and Wall Street to Williams Bottom * Williams Bottom * Jackson Bottom * Dispersed woody species along river * Herbaceous weeds at key locations along river * Managing site assessment data NPS * Salt Wash to 191 Boat Ramp - herbaceous and woody treatments and reed canary grass removal * Courthouse Wash FFSL * Onion Creek ramp area * Onion Creek river right camps * Castle Creek * Professor Creek (Canyonlands Field Institute (CFI) Camp) * Above New * BLM below Zuckerman (WUI) * Retreatments and new removal from Castle Valley Drive to the Town boundary (WUI) * Professor Creek * Bills Site (191 Bridge) * Planting at key sites along river * Dispersed woody species along river * Herbaceous weeds at key locations along river DWR * Matheson Wetlands Mapping and Invasive Treatments TNC * Matheson Wetlands GCWD * Noxious weed treatments * Assistance with conservation corps training TBD Contractor Projects * Noxious weeds spraying at sites along river * Scout for, map and control Ravenna in various side canyons and control resprouts UMTRA * Lower Part of UMTRA site RRR *

Mayberry native plant propagation area * Training for conservation corps * Coordinating site assessment data * Facilitating herbaceous weeds management plan * Coordinating revegetation work at multiple sites In general, the following methods will be used (see herbicide supplement attachment for more information): Russian olive, elm, locust, tree of heaven and mulberry tree treatment: These are to be removed (when in groupings over 3 trees) or treated and left standing (when trees are individual, using herbicide in a frill or girdle cut treatment), leaving 30%-40% cover at sites. Aquatic approved Triclopyr or Glyphosate are the herbicides of choice based on BLM documentation and Pesticide Use Proposal (PUP) for most of this work, except when species treatment suggests otherwise. Ravenna grass treatment: Ravenna grass will be dug out, and its seed heads bagged. GPS locations will be recorded for future follow-up work. In some situations where digging may be too disruptive or time consuming, Ravenna will be treated with glyphosate. Tamarisk treatment: Crews will focus on the removal of tamarisk in high use areas, and around areas of native trees such as oak, cottonwood, netleaf hackberry and willow. These areas are being targeted to reduce fire risk, and promote the expansion of native vegetation and wildlife habitat. The removal of tamarisk from underneath cottonwood will promote the expansion of cottonwood, and reduce the fire risk. Areas of high recreational use are at risk of human caused fire, which will damage native vegetation habitat areas; therefore, these areas will also be targeted. Due to access concerns and a focus on leaving existing native vegetation undisturbed, tamarisk removal will be done with chainsaws and stumps treated with herbicide. Biomass will be chipped in high use areas, and burn piles constructed in lower use locations. Biochar burning may be implemented in areas with dense native plant canopies that preclude pile burning, and the resulting biochar will be used to enhance soil structure and water retention. A phased approach is planned for denser stands of tamarisk, removing no more than 30% of the non-native trees during this phase, leaving at least 60% of the existing vegetation and associated multi-storied canopy intact regardless of species composition. In areas of high tamarisk concentration, tamarisk removal will begin around native plants found on site, and move out from these native plants in irregular patterns until 30% removal is completed. This phased approach allows for better shading and cooler surface temperatures to promote passive restoration of native vegetation as well as habitat benefits for bird species. In areas where backwaters form and where there are historic side channels, 100% of tamarisk biomass will be removed. This will open side channels to possible future scouring during high flow events, thus increasing native fish habitat. Removal of 100% of the tamarisk biomass will occur in sites where the overall invasive plant composition is 30% or less. This occurs in some retreatment sites. See site-specific notes below for clarification. Tamarisk will be cut with chainsaws and stumps will be treated with Triclopyr. Many project areas are adjacent to busy roadsides with heavy tourist traffic. Future treatment areas will be carefully planned to minimize impacts from unintentionally attracting visitors to river beaches that were previously difficult to access from the road. Herbaceous Weed and Fine Fuels Reduction: Herbaceous weeds including russian thistle, kochia, cheatgrass and others not only reduce the passive regeneration of native perennial and annual species, but also increase fire fuels risks. Fine fuels treatments using brush mowers and string trimmers will help reduce fine fuels hazards and improve native plant regeneration. Revegetation: In appropriate areas, cottonwood, willow, hackberry, oak, birch, and critical shrub or tree species will be planted using long stem planting techniques to establish riparian overstory species. Natural recruitment of cottonwood and other tree species along the large, dam-affected river systems throughout the desert southwest is extremely limited due to changes in flood patterns and associated encroachment of non-native tamarisk and Russian olive. In areas where the river bank is steep and narrow or near a road or other infrastructure willow poles and wattles (both vertical and horizontal) may be used to establish

willows to increase bank stability. Willow material will be harvested from nearby locations. Attached with this document is a seed mix to be used for revegetation in areas where native plant regeneration is sluggish. Some containerized shrubs may also be planted in these areas to help create islands of vegetation and shade to assist with natural recruitment. Biochar: At two sites, Cottonwood Creek and Professor Valley, biomass will be burned in portable biochar kilns with biochar spread on site rather than typical burn piles. This material may aid in soil salinity mitigation and soil water retention in support of native plant recovery, and if successful, could be a useful tool for rehabbing sites and minimizing the impacts of large burn piles. This work will be an attempt to evaluate the use of biochar in these smaller scale restoration projects.

Monitoring:

Monitoring is an integral part of this project to evaluate the success of the treatments and to ascertain if there are additional treatment needs. Other monitoring efforts include assessing which treatments were most successful in order to improve treatment techniques over time. This monitoring information will produce a report and photos that will be uploaded to the UWRI website. Rim to Rim Restoration has been collecting vegetation response data at tamarisk and olive removal sites along the main-stem Colorado River periodically since 2007 and completed new data collection at all river sites in 2020. In 2019, a summary report of the 10 years of data collection was completed for review by project partners and others interested, and this report will be updated with 2020 data. Data collected every 3 to 5 years provides a good indication of site conditions once the initial disturbance area has stabilized, and can be continued at particular sites if land managers desire. In FY 2023 Rim to Rim will also continue site assessment monitoring work and native planting mortality monitoring at restoration sites to continue to improve revegetation efforts. The SE Utah Riparian Partnership, primarily through BLM partnership, has developed a site assessment tracking tool that can be used through ArcGIS Field Maps by all partners at local, county, state, and federal levels to map plant populations for future projects and also to collect and track post-treatment information. In FY2022, data was collected at conservation corps and BLM project sites in the project focus area, and data will be collected at new treatment locations in FY2023. BLM Aquatics and Terrestrial crews will conduct monitoring according to recently implemented Assessment, Inventory, and Monitoring (AIM) protocols. This will include randomly located vegetation transects with the purpose of measuring both overstory and understory vegetation change. Measurements will include line-point intercept cover, tree density, species richness, and seeded species frequency using BLM's AIM protocols. Repeat photography will be conducted from year to year for visual comparison. DWR native fish crews will operate and monitor conditions within the backwater refuge. As river levels rise and light traps indicate larval fish presence gates will be opened allowing Colorado River water to enter the backwater refuge. Water will be held in the dredged pond until oxygen or water levels decline, then it will be released back into the Colorado River. Any native fish released back into the Colorado River will be pit tagged for mark recapture sampling information. Utah State University (USU) will develop monitoring methods to determine the impacts of recreation in high use riparian areas. This monitoring represents an important opportunity to determine how increased recreation may be impacting the water quality, soil erosion, biodiversity, and habitat within sensitive riparian area. The data collected will provide crucial information for land managers on the potential impacts of recreation in riparian corridors and help inform recreation management in these ecologically and socially important riparian areas.

Partners:

Most partners on this project work together through the Southeast Utah Riparian Partnership (SURP), a group of land management agencies, local governmental units, and other organizations interested in riparian health in Southeast Utah. This group has been collaborating on projects for over 10 years; and writing joint proposals for work on the Colorado River and its tributaries since 2017. Bureau of Land Management (BLM) The BLM Canyon Country District is fully involved with this project and restoration effort. The following BLM programs have supported and contributed to this project; Aquatic Habitats (Fisheries, Riparian, Hydrology), Fire & Fuels, NEPA, GIS, Archaeology, Wildlife, Botany, Weeds, Range, and Recreation. Additionally, Fire & Fuels crews will help implement tamarisk removal and restoration work. The Weeds program will contribute time and herbicide for noxious weed control. Utah Division of Forestry, Fire and State Lands; Sovereign Lands (FFSL SL) The Division will assist through in-kind seasonal and permanent staff labor working with crews on the ground, as well as project planning and monitoring support, and matching contributions to contractual services. In FY 2023 FFSL will have several seasonals working on Colorado River projects. FFSL Sovereign Lands staff are working with all partners on various Colorado River sites. Utah Division of Forestry, Fire and State Lands; Wildland Urban Interface (FFSL WUI) The FFSL WUI program has worked along Castle Creek and has helped the community of Castle Valley with CWPP's and training for at least ten years. We will administer projects in castle creek through contractors as well as on the ground presence. We are continuing to build connections in Castle Valley for further mitigation projects to create a safer castle valley. We are also working with the CFI field camp to remove tamarisk and Russian olive adjacent to structures in Professor Creek. Grand County Weeds Department (GCWD) With a focus on noxious and invasive weeds, GCWD has been working on the Colorado River for over 17 years to restore and protect native riparian ecosystems. They work on a wide variety of lands, including public, state, and private property. GCWD offers technical assistance, on-the-ground efforts, and chemical knowledge. National Park Service The National Park Service is supportive of the project and some NPS lands are included in the proposal along the Colorado River and Courthouse Wash in Arches National Park. To mitigate invasive species expansion into the National Parks, NPS staff can also assist project partners (FFSL and GCWD) with monitoring and treatment of Ravenna grass, reed canary grass, Russian olive, purple loosestrife, and early detection rapid response species outside of the park boundary. Rim to Rim Restoration (non-profit) Rim to Rim Restoration (RRR) is involved in ongoing vegetation monitoring throughout the project area and provides expertise in riparian restoration design, planning and project management. RRR will assist with project coordination and site assessment efforts between, and in coordination with, agencies. Rim to Rim will also provide training, data collection for vegetation monitoring along the Colorado River, assistance in planning innovative restoration projects, including non-native tree removal throughout the watershed area, and native plant materials for revegetation. RRR is uniquely qualified to perform these tasks for the project due in part to their role coordinating the Southeast Utah Riparian Partnership, and due to many years of experience executing these roles. RRR has worked with FFSL, BLM, Grand County, City of Moab, DWR and other local nonprofits and contractors for over 15 years, and can bridge administrative boundaries. RRR also has direct experience with running removal crews, revegetation implementation crews and growing locally collected native plants in Southeast Utah. Plateau Restoration Inc. (non-profit) Plateau Restoration Inc. (PRI) will use WRI funding from this project to continue work at Jackson Bottom as well as assist at other revegetation areas on the Colorado River. PRI is uniquely qualified for this work as they have been working in this area for over 10 years with the land owner as well as the County Weed department, FFSL and the BLM. Their ability to leverage relationships with many volunteer groups has been a valuable means for keeping costs low. Utah Division of Wildlife Resources This state agency

provides technical assistance (e.g. surveying for side-channel project) and monitors the avian community along the Utah portion of the Colorado River to increase understanding of how restoration affects bird and aquatic species. UDWR also owns and co-manages lands within the project area. They have actively removed tamarisk and Russian olive from their properties. UDWR promotes wetland and riparian habitats in and along the Colorado River and is an active partner in this project. The Nature Conservancy TNC owns and co-manages lands with the treatment areas. TNC has actively removed tamarisk and Russian olive from their properties. TNC promotes wetland and riparian habitats in and along the Colorado River and is an active partner in project coordination of the prescribed burn on the TNC owned Matheson wetlands. Utah Conservation Corps The Southeast Utah Riparian Partnership is open to working with all conservation corps that want to work in SE Utah, but over the past two years the UCC has worked closely with the Southeast Utah Riparian Partnership on this project. UCC is uniquely qualified to provide consistent and efficient logistical support and project implementation on projects along the Colorado River. The regional coordinator is intimately familiar with these project sites and what treatments work best in our region. USU Extension The USU Extension program is interested in understanding the impacts of high visitor numbers on native plant communities and soils, and also in helping evaluate restoration project success. USU will help design monitoring programs and collect monitoring data to help assess project efficacy.

Future Management:

The work in Colorado River 6.0, in the wake of tamarisk decline due to tamarisk beetle introduction, will help ease pressure on native ecosystems and shift the ecological balance, helping natives maintain their own habitat space and hopefully expand into new areas after they are established from work in this project. The project is part of a multi-year effort that will require follow-up re-vegetation and treatment to control remaining infestations of priority invasive plant species such as tamarisk, Russian olive, and Russian knapweed. Repeated treatments will be required to remove the remaining 30-60% of invasive species and apply herbicide to any resprouting invasive vegetation. We will be seeding and planting trees in the removal sites each year of the project's duration and relying on passive restoration of natives such as the impressive recruitment of willow we have seen in tamarisk removal areas. All partners will be revisiting each site for the next several years to continue tamarisk removal efforts and follow-up with revegetation and secondary weed invasion as needed. For FY 2022, efforts to protect and maintain fish habitat have expanded with the assistance of DNR and BLM, and the partnership has expanded its focus to include more herbaceous weed monitoring and control thanks to Grand County Weed Department and the NPS. The Southeast Utah Riparian Partnership members are fully committed to provide resources through federal, state and non-profit organization support for the long-term success of this project. As with this project, any future project budgets will be supplemented by individual agency money. Native fish populations will continue to be monitored in the Colorado River System, particularly through the Utah DNR Aquatics Monitoring Program. Agencies will continue to work with water users to promote varied water flows that will create beneficial conditions for native fish and create flood conditions to create habitats for many wildlife species. The mapping in Matheson Wetland will be used as a foundation to plan and implement future work. This planning will lead to organized, efficient weed treatments, and native recovery efforts that will increase available habitat for mule deer, ducks, turkeys and other wildlife and will support native fish recovery efforts at the Matheson Wetland native fish wetlands nursery area.

Sustainable Uses of Natural Resources:

The removal of tamarisk, Russian knapweed, and other invasive vegetation will allow the multiple uses of the Colorado River and the surrounding landscape to be more sustainable and resilient in coming years. This project will greatly benefit the riparian ecosystem, desert fish, birds, game, recreational opportunities, water quality, agriculture, and many other areas by: 1) Improving recreational experiences by increasing native vegetation and reducing visual impacts of dying tamarisk and noxious weeds. 2) Reducing potential for noxious weeds to be transported from the river to more remote riparian areas. This also protects native vegetation in upland areas and produces better forage for grazing. 3) Using Biochar as a method for biomass removal, improving soil structure with increased water retention for regeneration of vegetation, and improving biomass utilization for the future. 4) Reducing wildfire risk in the Colorado River corridor to protect recreation infrastructure, public safety and wildlife habitat. 5) Reducing the habitat for mosquitos in the wetland preserve and allow mosquito abatement to effectively reduce mosquito outbreaks. 6) Providing open water for waterfowl, creating and maintaining habitat and hunting opportunities in southeastern Utah. 7) Managing for abundance of quality native grasses and forbs in the project area, increasing forage for wildlife with an emphasis on improving forage availability, especially in the critical mule deer winter range in Castle Valley. The removal of tamarisk, Russian olive and Russian knapweed is expected to benefit domestic livestock in three ways: First, it will facilitate the re-establishment of perennial grasses, native forbs, and shrubs that have much higher forage value than tamarisk. By creating areas of healthy forage adjacent to grazing parcels and in the small grazing areas near Professor Creek and Dewey Bridge, we can provide seed sources to adjacent land and reduce invasive pressures on rangeland health. Past knapweed treatments in this reach have led to the rapid re-establishment of perennial grasses, even in the absence of seeding. However, additional seeding will be used to accelerate the recolonization of native grasses in selected areas where native grasses are sparse in habitat adjacent to the treatment site. Second, control of tamarisk can make managing livestock easier. Although large numbers of cattle may not access this stretch of river, native grazers like mule deer do, decreasing pressure on water resources in nearby areas that are grazed. Therefore, grazing and animal distribution will increase as more riverbank is accessible for "watering" wildlife. Mule deer will also benefit from the increase in native grasses and other plants and from the habitat improvement from the upland thinning component of this project. Third, Russian knapweed is known to be toxic to horses, potentially causing facial paralysis, malnutrition, dehydration, and necrosis (USDA Agr Info Bulletin Number 415). Although horses are not kept directly along this stretch of the Colorado, controlling this noxious weed will reduce the potential for these and other livestock health issues by limiting knapweed spread. Specifically at the CFI site on Professor Creek, removal of tamarisk and olive will allow for access to the creek bottom along the property for school groups to come and learn about desert riparian habitat. CFI is expected to install a small bench area on the downstream end of the property after removal to have a place along the creek to educate students about the Colorado Plateau and Colorado Plateau ecology.

Budget	WRI/DWR	Other	Budget Total	In-Kind	Grand Total
	\$324,856.00	\$26,140.00	\$350,996.00	\$213,481.00	\$564,477.00

Item	Description	WRI	Other	In-Kind	Year
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Item	Description	WRI	Other	In-Kind	Year
Personal Services (permanent employee)	BLM Aquatics Permanent Staff - project coordination time	\$0.00	\$0.00	\$1,600.00	2023
Contractual Services	Youth corps for May Flats Project (in coordination with Colorado BLM)	\$15,000.00	\$0.00	\$14,750.00	2023
Materials and Supplies	Plant materials for May Flats Project (coordinated with Colorado BLM and UCEPC)	\$5,000.00	\$0.00	\$5,000.00	2023
Contractual Services	Youth Corps work throughout project area	\$139,500.00	\$0.00	\$0.00	2023
Equipment Rental/Use	Rim to Rim: Brush mower rental	\$2,500.00	\$0.00	\$0.00	2023
Personal Services (permanent employee)	Rim to Rim: permanent employee, logistical support	\$0.00	\$10,000.00	\$0.00	2023
Materials and Supplies	Rim to Rim: Locally sourced plant materials and herbicide	\$14,010.00	\$0.00	\$5,640.00	2023
Contractual Services	Rim to Rim to coordinate between agencies and contractors, facilitate projects, perform monitoring and collaborate on data collection	\$47,600.00	\$16,140.00	\$12,280.00	2023
Personal Services (permanent employee)	Grand Country Weeds Permanent staff supervision, project execution, planning and instructing youth corps on safe herbicide use	\$0.00	\$0.00	\$9,400.00	2023

Item	Description	WRI	Other	In-Kind	Year
Personal Services (seasonal employee)	Grand County Weeds - Seasonal staff for herbicide application and project work	\$10,250.00	\$0.00	\$0.00	2023
Materials and Supplies	Grand County Weeds - use of technical herbicide equipment	\$0.00	\$0.00	\$2,500.00	2023
Materials and Supplies	NPS - Materials for Projects, herbicide and other supplies	\$0.00	\$0.00	\$1,400.00	2023
Personal Services (permanent employee)	NPS Permanent Staff for project oversight, planning and execution	\$0.00	\$0.00	\$14,100.00	2023
Personal Services (permanent employee)	BLM Fire Fuels - Permanent Staff, pile burning, Cottonwood Creek, Lower Onion, Below Zuckerman Property, Kane Creek	\$0.00	\$0.00	\$25,000.00	2023
Personal Services (permanent employee)	Moab UMTRA permanent staff assistance in project coordination	\$0.00	\$0.00	\$3,800.00	2023
Equipment Rental/Use	Moab UMTRA tractor for seeding and raking	\$0.00	\$0.00	\$500.00	2023
Equipment Rental/Use	Moab UMTRA mulching head on mini excavator for project work	\$0.00	\$0.00	\$4,000.00	2023
Materials and Supplies	Moab UMTRA herbicide	\$2,999.00	\$0.00	\$0.00	2023

Item	Description	WRI	Other	In-Kind	Year
Personal Services (seasonal employee)	FFSL WUI Seasonal project work at Castle Creek and Professor Creek, thinning and piling exotics	\$15,300.00	\$0.00	\$0.00	2023
Materials and Supplies	FFSL WUI Herbicide, Saw Supplies and Mileage for project work	\$1,000.00	\$0.00	\$0.00	2023
Personal Services (permanent employee)	FFSL WUI (Permanent staff) crew supervision and winter pile burning	\$2,000.00	\$0.00	\$0.00	2023
Personal Services (permanent employee)	FFSL Sovereign Lands Permanent Staff - trainings for youth corps, seasonals and project planning and coordination	\$0.00	\$0.00	\$1,000.00	2023
Personal Services (seasonal employee)	Seasonals for project work on Colorado River, restoration and rehab projects and recreation management, including invasive removal.	\$0.00	\$0.00	\$18,000.00	2023
Personal Services (seasonal employee)	Recreation use monitoring with seasonal USU staff	\$12,000.00	\$0.00	\$0.00	2023
Personal Services (permanent employee)	Project oversight - Professor Kristina Young, Utah State University, Moab	\$0.00	\$0.00	\$6,511.00	2023
Motor Pool	Vehicle Mileage for USU Seasonal Staff	\$0.00	\$0.00	\$500.00	2023

Item	Description	WRI	Other	In-Kind	Year
Seed (GBRC)	Seed for UMTRA reveg site	\$2,457.00	\$0.00	\$0.00	2023
Contractual Services	Project Coordination by Plateau Restoration for Jackson Bottom	\$10,500.00	\$0.00	\$0.00	2023
Materials and Supplies	Plateau Restoration hand tools and travel to and from site	\$900.00	\$0.00	\$0.00	2023
Contractual Services	Herbicide applications and invasive plant mapping in project area by contractors, including Matheson Wetland.	\$35,500.00	\$0.00	\$0.00	2023
Contractual Services	Archeological clearance work for Castle Valley project by contractor	\$8,340.00	\$0.00	\$0.00	2023
Personal Services (permanent employee)	BLM Fire Fuels - Permanent staff, Castle Valley thinning project, lop and scatter	\$0.00	\$0.00	\$69,000.00	2023
Personal Services (permanent employee)	BLM Fire Fuels - Seven Mile Canyon work, in-house mastication, permanent staff	\$0.00	\$0.00	\$18,500.00	2023

Funding

WRI/DWR	Other	Funding Total	In-Kind	Grand Total
\$324,856.00	\$26,140.00	\$350,996.00	\$213,481.00	\$564,477.00

Source	Phase	Description	Amount	Other	In-Kind	Year
BLM (Aquatics)		BLM Aquatics time for permanent staff	\$0.00	\$0.00	\$1,600.00	2023

Source	Phase	Description	Amount	Other	In-Kind	Year
BLM Fuels (Canyon Country)		Fire fuels funds for project	\$0.00	\$0.00	\$112,500.00	2023
BLM Wildlife		In kind for May Flats work	\$0.00	\$0.00	\$19,750.00	2023
Rim to Rim Restoration		Rim to Rim permanent staff time	\$0.00	\$10,000.00	\$0.00	2023
Rim to Rim Restoration		Rim to Rim materials in-kind	\$0.00	\$0.00	\$5,640.00	2023
Grand County Weed Department		Grand county in- kind	\$0.00	\$0.00	\$11,900.00	2023
National Park Service (NPS)		NPS in-kind, staff and materials	\$0.00	\$0.00	\$15,500.00	2023
FFSL Watershed		FFSL Sovereign Lands in-kind, staff time for seasonals and full time staff	\$0.00	\$0.00	\$19,000.00	2023
University of Utah		USU in-kind for full time staff, Professor Kristina Young, USU Moab	\$0.00	\$0.00	\$7,011.00	2023
Other		Moab UMTRA (US Dept of Energy) in-kind	\$0.00	\$0.00	\$8,300.00	2023

Source	Phase	Description	Amount	Other	In-Kind	Year
Utah's Watershed Restoration Initiative (UWRI)		Funding for Colorado 6.0	\$324,856.00	\$0.00	\$0.00	2023
Rim to Rim Restoration		Rim to Rim Restoration contractual services	\$0.00	\$16,140.00	\$12,280.00	2023

Species

Species	"N" Rank	HIG/F Rank
Bighorn Sheep	N4	R2
Threat		Impact
Not Listed		NA
Bluehead Sucker	N4	
Threat		Impact
Channelization / Bank Alteration (direct, intentional)		High
Bonytail	N1	
Threat		Impact
Channelization / Bank Alteration (direct, intentional)		Medium
Colorado Pikeminnow	N1	

Species	"N" Rank	HIG/F Rank
Threat	Impact	
Channelization / Bank Alteration (direct, intentional)	Medium	
Elk		R2
Threat	Impact	
Improper Forest Management	High	
Elk		R2
Threat	Impact	
Inappropriate Fire Frequency and Intensity	High	
Flannelmouth Sucker	N3	
Threat	Impact	
Channelization / Bank Alteration (direct, intentional)	High	
Wild Turkey		R1
Threat	Impact	
Not Listed	NA	
Mule Deer		R1

Species	"N" Rank	HIG/F Rank
Threat	Impact	
Improper Forest Management	High	
Mule Deer		R1
Threat	Impact	
Inappropriate Fire Frequency and Intensity	High	
Northern Leopard Frog	N5	
Threat	Impact	
Invasive Plant Species – Non-native	Medium	
Razorback Sucker	N1	
Threat	Impact	
Channelization / Bank Alteration (direct, intentional)	Medium	
Roundtail Chub	N3	
Threat	Impact	
Channelization / Bank Alteration (direct, intentional)	High	
Southwestern Willow Flycatcher	N1	

Species	"N" Rank	HIG/F Rank				
<table border="1"> <tr> <th data-bbox="107 138 1240 216">Threat</th> <th data-bbox="1240 138 1516 216">Impact</th> </tr> <tr> <td data-bbox="107 216 1240 306">Channelization / Bank Alteration (direct, intentional)</td> <td data-bbox="1240 216 1516 306">Medium</td> </tr> </table>	Threat	Impact	Channelization / Bank Alteration (direct, intentional)	Medium		
Threat	Impact					
Channelization / Bank Alteration (direct, intentional)	Medium					
Southwestern Willow Flycatcher	N1					
<table border="1"> <tr> <th data-bbox="107 485 1192 562">Threat</th> <th data-bbox="1192 485 1516 562">Impact</th> </tr> <tr> <td data-bbox="107 562 1192 653">Invasive Plant Species – Non-native</td> <td data-bbox="1192 562 1516 653">High</td> </tr> </table>	Threat	Impact	Invasive Plant Species – Non-native	High		
Threat	Impact					
Invasive Plant Species – Non-native	High					
Western Yellow-billed Cuckoo	N3					
<table border="1"> <tr> <th data-bbox="107 831 1240 909">Threat</th> <th data-bbox="1240 831 1516 909">Impact</th> </tr> <tr> <td data-bbox="107 909 1240 999">Channel Downcutting (indirect, unintentional)</td> <td data-bbox="1240 909 1516 999">High</td> </tr> </table>	Threat	Impact	Channel Downcutting (indirect, unintentional)	High		
Threat	Impact					
Channel Downcutting (indirect, unintentional)	High					
Canada Goose		R1				
<table border="1"> <tr> <th data-bbox="107 1178 1227 1255">Threat</th> <th data-bbox="1227 1178 1516 1255">Impact</th> </tr> <tr> <td data-bbox="107 1255 1227 1346">Inappropriate Fire Frequency and Intensity</td> <td data-bbox="1227 1255 1516 1346">Low</td> </tr> </table>	Threat	Impact	Inappropriate Fire Frequency and Intensity	Low		
Threat	Impact					
Inappropriate Fire Frequency and Intensity	Low					
Cinnamon Teal		R1				
<table border="1"> <tr> <th data-bbox="107 1524 1227 1602">Threat</th> <th data-bbox="1227 1524 1516 1602">Impact</th> </tr> <tr> <td data-bbox="107 1602 1227 1692">Inappropriate Fire Frequency and Intensity</td> <td data-bbox="1227 1602 1516 1692">Low</td> </tr> </table>	Threat	Impact	Inappropriate Fire Frequency and Intensity	Low		
Threat	Impact					
Inappropriate Fire Frequency and Intensity	Low					
Gadwall		R1				

Species	"N" Rank	HIG/F Rank
Threat		Impact
Inappropriate Fire Frequency and Intensity		Low
Mallard		R1
Threat		Impact
Inappropriate Fire Frequency and Intensity		Low

Habitats

Habitat		
Aquatic-Forested		
Threat		Impact
Channel Downcutting (indirect, unintentional)		High
Aquatic-Forested		
Threat		Impact
Invasive Plant Species – Non-native		Medium
Aquatic-Scrub/Shrub		
Threat		Impact
Camping (Dispersed)		Low

Habitat

Aquatic-Scrub/Shrub

Threat	Impact
Droughts	High

Aquatic-Scrub/Shrub

Threat	Impact
Invasive Plant Species – Non-native	Medium

Aquatic-Scrub/Shrub

Threat	Impact
Riparian Campground Development	Low

Aquatic-Scrub/Shrub

Threat	Impact
Fire and Fire Suppression	Medium

Aquatic-Scrub/Shrub

Threat	Impact
Imperfect Understanding of Distribution or Range	NA

Desert Grassland

Habitat

Threat	Impact
Inappropriate Fire Frequency and Intensity	High

Desert Grassland

Threat	Impact
Invasive Plant Species – Non-native	High

Riverine

Threat	Impact
Camping (Dispersed)	Low

Riverine

Threat	Impact
Channel Downcutting (indirect, unintentional)	High

Riverine

Threat	Impact
Invasive Plant Species – Non-native	Medium

Riverine

Habitat

Threat	Impact
Riparian Campground Development	Low

Riverine

Threat	Impact
Imperfect Understanding of Distribution or Range	NA

Project Comments

Comment	01/20/2022	Type: 1	Commenter: Scott Gibson
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Great project. In the PJ treatment area, we would encourage you to have some leave strips/islands for cover for wintering deer and elk. Additionally, there are lots of Pinyon Jays in the area and feathering the edges may be beneficial. You could also add elk to your species list as they winter in the area. Thanks.

Comment	01/24/2022	Type: 1	Commenter: Charles Fischer
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Thanks, The leave strips and islands will be left for thermal cover

Comment	01/24/2022	Type: 1	Commenter: Matthew McEttrick
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Thanks Scott and Charlie for your comments, I added the Elk and Pinyon Jay to the species section.

Comment	01/24/2022	Type: 1	Commenter: Scott Gibson
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Thanks Matthew. I apologize for confusing language about Pinyon Jays - I didn't mean to imply that they should be added as a beneficial species, just that feathering the edges may reduce potential impacts to jays. It's POSSIBLE these types of projects may provide actual benefit, but we simply don't have the data to show that yet. Hopefully in a few years we'll have a better understanding about the impacts/benefits of PJ treatments on Pinyon Jays. Sorry for the misunderstanding. -Scott

Comment	01/24/2022	Type: 1	Commenter: Matthew McEttrick
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Ah, no problem at all, yes sorry for the misunderstanding. The pinyon jays have now been removed.

Comment	01/24/2022	Type: 1	Commenter: Makeda Hanson
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For the seedmix-some of those species have extremely small seed and the attached seedmix has really high rates. I realize that the purpose of this seed is to combat weed issues such as knapweed, but those seeds may end up competing with each other. Also--I'm just clarifying that the Castle Valley fuels treatment is planning on being done in-house and won't require additional WRI funds?

Comment	01/24/2022	Type: 1	Commenter: Charles Fischer
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Yes Castle Valley is in house funded by BLM Fuels

Comment	01/24/2022	Type: 1	Commenter: Matthew McEttrick
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This seed mix is for the Moab UMTRA site. At this uranium tailings mitigation site they have struggled with high mortality on their re-vegetation projects. The high seeds per square foot is an attempt to be aggressive in re-establishing natives in this difficult area. If there are suggested changes on the specific seed mix we would be happy to work with the GBRC and Kevin Gunnell on that and are certainly open to suggestions.

Comment	01/25/2022	Type: 1	Commenter: Makeda Hanson
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Hey Matt, Thanks for the response. I can discuss this a little bit with Danny. We can provide suggestions and make updates if needed prior to the seed order.

Comment	01/24/2022	Type: 1	Commenter: Danny Summers
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I agree with Makeda that your seeding rate is high. Also please update your mix worksheet with the latest 2021 version (available on the WRI site). Prices have increased this year and the newer version will give you a more accurate budget projection.

Comment	01/27/2022	Type: 1	Commenter: Matthew McEttrick
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I uploaded an adjusted seed mix for the UMTRA project.

Comment	01/11/2022	Type: 3	Commenter: Charles Fischer
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Hey Matt, I just found out the Good Neighbor Authority we use to fund projects through WRI is limited. That authority says we cannot use those funds for treatment on WSA. That ends up cutting the Cottonwood section of Colorado 6.0 to 302 Ac. We will still treat the original area proposed, but the BLM will have to do the WSA portion in house. you can show those acres as in-kind funding.

Comment	01/12/2022	Type: 3	Commenter: Matthew McEttrick
The polygon for the Cottonwood Creek project has been modified to eliminate any WRI work in the WSA.			
Comment	01/12/2022	Type: 3	Commenter: Charles Fischer
thanks that looks good, for now lets keep the financials the same, we can add a specific update to the completion report at the conclusion of Colorado 6.0			

Completion

Start Date:

End Date:

FY Implemented:

Final Methods:

Project Narrative:

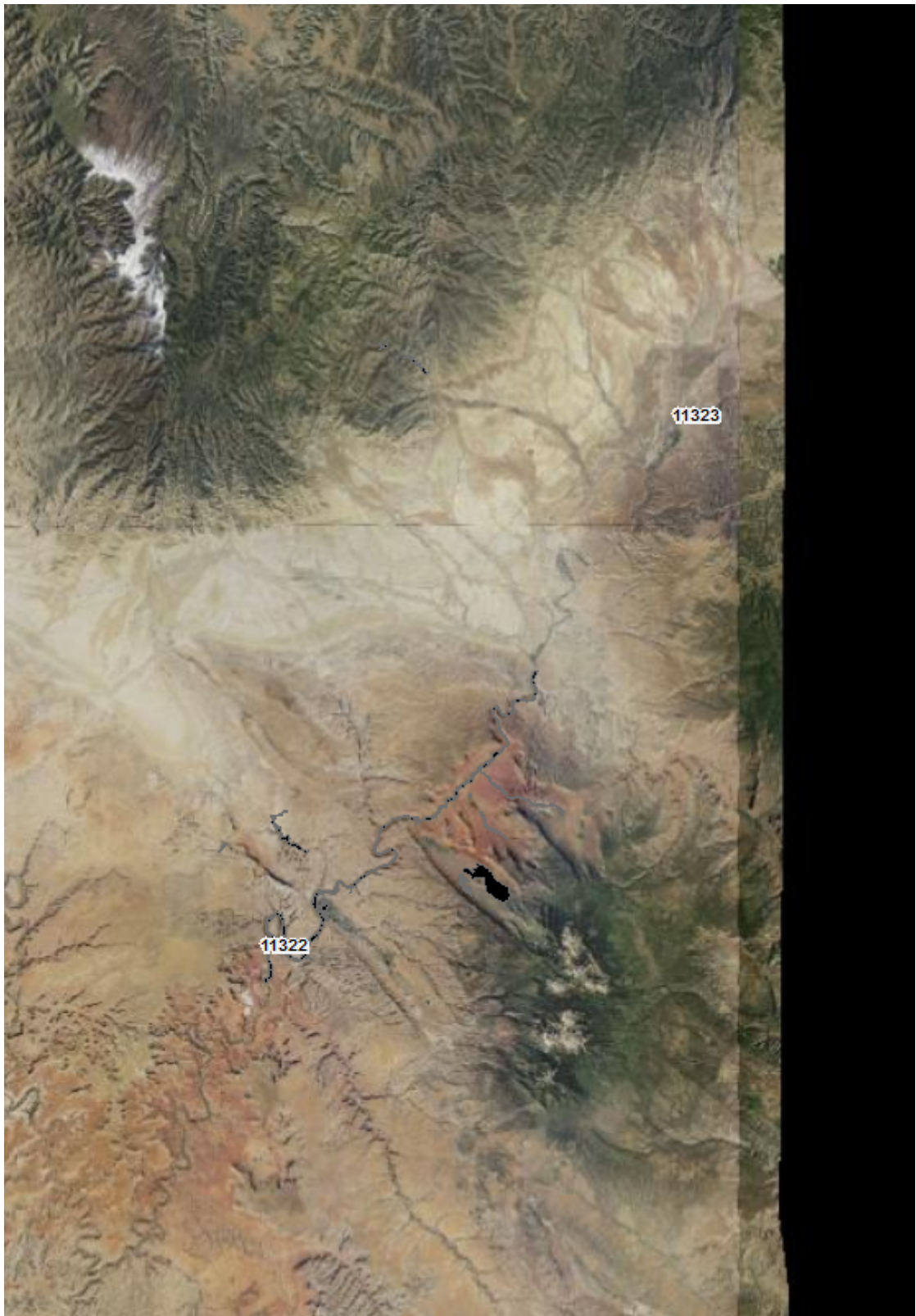
Future Management:

Map Features

ID	Feature Category	Action	Treatment/Type
11322	Terrestrial Treatment Area	Forestry practices	Thinning (non-commercial)
11322	Terrestrial Treatment Area	Herbicide application	Spot treatment
11322	Terrestrial Treatment Area	Herbicide application	Spot treatment
11322	Terrestrial Treatment Area	Mowing	Brush hog
11322	Terrestrial Treatment Area	Planting/Transplanting	Container stock
11322	Terrestrial Treatment Area	Vegetation removal / hand crew	Lop and scatter

ID	Feature Category	Action	Treatment/Type
11323	Aquatic/Riparian Treatment Area	Vegetation Improvements	Manual removal / hand crew
11323	Aquatic/Riparian Treatment Area	Vegetation Improvements	Seedlings

Project Map



AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
SEPTEMBER 14, 2022

TITLE:	Interlocal Cooperation and Contract Agreement
FISCAL IMPACT:	
PRESENTER(S):	Lorette Eastwood, Grand Center

Prepared By:

Lorette Eastwood
 Director
 Grand Center

FOR OFFICE USE ONLY:

Attorney Review:

RECOMMENDED MOTION:

I move to approve the amended Interlocal agreement between Grand County and the Southeastern Utah Association of Local Governments, Area Agency on Aging and authorize the Chair to sign all associated documents.

BACKGROUND

The purpose of this agreement to provide payment for aging programs in Grand County.

The SEUALG helps provide funding for the nutrition program for our seniors. Both Home Delivered and Congregate Meals. It also helps with our socialization programs at the Grand Center.

Also included in the contracts is the Ombudsman Contract which helps pay for the Long Term Care Ombudsman in Grand County

ATTACHMENT(S):

1. Contracts for Ombudsman
2. Contract for Nutrition and Socialization

INTERAGENCY COORDINATION AND SUB-RECIPIENT CONTRACT AGREEMENT

GRAND COUNTY

FY 2022-2023

DATE: As of July 1, 2022
CONTRACT #: 14-0192
COUNTY: Grand

INTERAGENCY COORDINATION AND SUB-RECIPIENT CONTRACT AGREEMENT

1. CONTRACTING PARTIES: This agreement is between the Southeastern Utah Association of Local Governments, Area Agency on Aging, hereinafter, referred to as ALG AAA, and Grand County, Utah, a body politic and corporation, hereinafter, referred to as SERVICE PROVIDER.
2. CONTRACT PERIOD: Effective July 1, 2022, and terminates on June 30, 2023, unless terminated sooner, in accordance with the terms and conditions of this contract.
3. RECITALS:
 - a. ALG AAA receives certain federal and state funds from the Utah Department of Human Service (“DHS”), Division of Aging and Adult Services (referred to in this Contract as “DHS/DAAS”) which it then distributes to local governments for human services programs in the areas served by the local governmental entities; and
 - b. ALG AAA is a local governmental entity that is authorized to receive public funds for the human services programs in its area; and SERVICE PROVIDER is also a local governmental entity that desires to contract with the ALG AAA to administer the programs funded through the DHS; and
 - c. ALG AAA is statutorily authorized to provide the SERVICE PROVIDER with direction on the use of such public funds and to enter into contracts that specify how the SERVICE PROVIDER will use the funds in its human services programs; and
 - d. ALG AAA works cooperatively with the SERVICE PROVIDER to ensure that these public funds are used appropriately and that DHS/DAAS’ and ALG AAA’s directives to the SERVICE PROVIDER are not duplicative or conflicting; and
 - e. The SERVICE PROVIDER is accountable to DHS/DAAS and ALG AAA for using public funds obtained through this Contract appropriately in its human service programs, and for complying with all applicable state and federal laws, policies, audit requirements, contract requirements and ALG AAA directives; and
 - f. ALG AAA is authorized to monitor the SERVICE PROVIDER’S use and management of these public funds; to oversee its governance for the human services programs in the SERVICE PROVIDER’S area; and to review the SERVICE PROVIDER’S compliance with laws, policies, audit requirements, contract requirements and ALG AAA directives; and
4. CONTRACT COST: SERVICE PROVIDER shall be reimbursed by ALG AAA not more than \$101,112* for services provided in accordance with the terms and conditions of this contract. The SERVICE PROVIDER shall be reimbursed within 60 days of receipt of itemized billings submitted in accordance with paragraph 1 of Attachment “A”. The sources of funds for this contract are:

Nutrition Funding	
State/Fed	\$ 54,072*
Cash in lieu	\$ 15,807*
SSBG	\$ 9,037*
Project Income (estimate)	\$ 46,000
Local Cash	\$ 89,000
Sub Total:	\$213,916.00

Socialization and Recreation Funding	
Federal/State	\$ 23,641 *
Project Income (estimate)	\$ 2,000
Local Cash	\$187,183
Sub Total:	\$212,824.00

Total: \$426,740.00

Match money \$4,434

5. PURPOSE OF THIS CONTRACT: The purpose of this contract is to provide payment for the following types of services: Transportation, Outreach, Information and Referral, Telephone Reassurance, Legal, Recreation, Health Screening, Congregate Meals, Home Delivered Meals.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED: This Contract incorporates the following documents by reference:
 - a. All documents specified in this Contract and its attachments;

 - b. The Utah Department of Human Services [DHS] Pass Through Contract with Local Agency (DHS Contract). SERVICE PROVIDER is a sub-contractor under the DHS Contract and is required to comply with all provisions of the DHS Contract, including the state procurement requirements (or the equally-stringent county procurement requirements), insurance requirements and the fiscal and program requirements.

 - c. All statutes, regulations, or governmental policies that apply to the Local Agency or to the services performed under this Contract, including any applicable laws relating to fair labor standards, the safety of the Local SERVICE PROVIDER'S employees and others, zoning, business permits, taxes, licenses, and incorporation or partnership, and any laws mentioned in the DHS Contract Part I Section C, (Local Agency's Compliance with Applicable Laws) or in any other attachments to this Contract. The SERVICE PROVIDER acknowledges that it is responsible for familiarizing itself with these laws and complying with them.

7. INCLUDED AS PART OF THIS CONTRACT:
 - Attachment A: *Standard Terms & Conditions*
 - Attachment B: *Additional Terms & Conditions*
 - Attachment C: *Service Objectives*,

Attachment D: *Units of Service*

Attachment E: *Dept. of Human Services, Policies & Procedures/Provider Code of Conduct*

Attachment F: *Dept. of Human Services Code of Conduct Poster*

Attachment G: *Dept. of Human Services Provider Code of Conduct Certificate of Understanding and Compliance*

IN WITNESS WHEREOF, the parties sign and cause this contract agreement to be effective for the period first mentioned above.

SEUALG EXECUTIVE DIRECTOR Date
Geri Gamber

COUNTY Commissioner Date
Jacques Hadler

SEUALG AAA DIRECTOR Date
Shawna Horrocks

COUNTY ATTORNEY Date
Christina Sloan

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

1. **METHOD AND SOURCE OF SERVICE PROVIDER PAYMENT:**
The ALG AAA agrees to reimburse the SERVICE PROVIDER in accordance with Contract Costs, upon receipt of itemized billing for authorized services. Itemized billings to be submitted to ALG AAA at least quarterly, that is: 1st Quarter, October 5; 2nd Quarter, January 5; 3rd Quarter, April 5; but the 4th and final billing by **July 7, 2023**. Itemized billings may be submitted monthly, on or by the 5th of the month. Final billing is to be submitted on or prior to **July 7, 2023**.

2. **AUTHORITY:**
Provisions of this contract are pursuant to the authority granted in Utah Code Annotated, 62A.3.101 ET. Seq. and related statutes which permit ALG AAA to purchase certain specified services, and any other relevant Federal regulations and any relevant provisions of the ALG AAA.

3. **ADMINISTRATIVE AND REPORTING REQUIREMENTS:**
SERVICE PROVIDER shall comply with all record-keeping and reporting requirements of this Contract, including the requirements set out in all the attachments including the DHS Contract: Part I, Section D: (Compliance Monitoring and Record Keeping Responsibilities) of this Contract. In addition, the SERVICE PROVIDER shall maintain or supervise the maintenance of records necessary for the proper and efficient operation of the programs covered by this Contract, including records regarding applications, determination of clients' eligibility (when applicable), the provision of services, and administration cost; and statistical, fiscal and other records necessary for complying with the reporting and accountability requirements of this Contract.
The SERVICE PROVIDER shall retain such records for at least six years after last payment has been made on this contract, or until six years after the completion of any audits initiated within this six-year period, whichever period is longer.
The SERVICE PROVIDER shall retain all records relating to clients under 18 years old for at least six (6) years after the last payment is made on this Contract, or six (6) years after the completion of any audits initiated within this six-year period, or until the child client reaches the age of twenty-two (22), whichever period is longest. Permission for Early Destruction of Records may be obtained according to the terms of The DHS Contract Part I Section D 3. c. (Protecting DHS' Continuing Access Rights to Contract-Related Records).

4. **ACCESS TO PROGRAM RECORDS:**
SERVICE PROVIDER acknowledges that ALG AAA, and DHS/DAAS is entitled to have ready access to all records relating to this Contract. SERVICE PROVIDER shall not do anything to limit or interfere with ALG AAA or DHS/DAAS' access rights, except as expressly provided by law. All parties acknowledge, however, that entities other than ALG AAA and DHS/DAAS may also have access rights to the records, especially if those entities provided part of the funding for the programs or services covered by this Contract. SERVICE PROVIDER shall allow independent, state and federal auditors or contract reviewers to have access to its records for audit and inspections on request.

5. **PROTECTING THE CONFIDENTIALITY OF CLIENT RECORDS:**
To preserve the integrity and confidentiality of client records, the SERVICE PROVIDER shall maintain all client records in locked rooms or cases. Except with the express written consent of the client, the SERVICE PROVIDER shall not use any client information for purposes not directly connected with the responsibilities or services under this Contract, and the SERVICE PROVIDER may disclose client information only as provided by this Contract, as authorized by the client in writing, or as required by law. The SERVICE PROVIDER'S staff shall have access only to those portions of the records directly related to their work assignments.
6. **MONITORING OF PERFORMANCE:**
DHS and DHS/DAAS shall have the right to monitor the performance of all services purchased under this Contract, including expenditure of public funds. Monitoring of performance shall be at the complete discretion of DHS and DHS/DAAS, who will rely on the criteria set forth in The DHS Contract: Part I, Section D: (Compliance Monitoring and Record Keeping Responsibilities). Performance monitoring may include both announced and unannounced visits.
7. **EQUAL OPPORTUNITY CLAUSE:**
The SERVICE PROVIDER agrees to abide by provisions of Title VI of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment of any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap.
8. **RESTRICTIONS ON CONFLICTS OF INTEREST:**
SERVICE PROVIDER agrees to follow all terms of The DHS Contract: Part I, Section C: 5(sic) 8. (Restrictions on Conflicts of Interest). SERVICE PROVIDER must disclose all existing, potential, and contemplated Conflicts of Interest. The SERVICE PROVIDER shall also regularly review any disclosures and its own operations to reasonably assure ALG AAA that the SERVICE PROVIDER avoids prohibited Conflicts of Interest.
9. **SERVICE PROVIDER, AND INDEPENDENT CONTRACTOR:**
SERVICE PROVIDER shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the ALG AAA or any state agency to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the ALG AAA, except as herein expressly set forth. However, nothing in this Contract shall be construed to limit the SERVICE PROVIDER'S authority to bind itself to agreements, settlements or liability, as long as such agreements, settlements or liability affect only itself and not ALG AAA or any state agency. The compensation provided for herein shall be the total compensation payable hereunder by the ALG AAA and the SERVICE PROVIDER is responsible for any and all tax liabilities incurred as a result of the compensation received. Persons employed by the ALG AAA and acting under direction of the ALG AAA shall not be deemed to be

employees or agents of the SERVICE PROVIDER. Likewise, persons employed by the SERVICE PROVIDER and acting under the direction of the SERVICE PROVIDER shall not be deemed to be employees or agents of the ALG AAA.

10. AUDITS:

This Contract shall be subject to independent audit to be made in accordance with generally accepted auditing standards and the U.S. General Accounting Office publication "Standards or Audit of Governmental Organization Programs." Activities and Functions (OMB Circular A-102, Attachment P). These audits shall be arranged for by the SERVICE PROVIDER and will usually be conducted annually but at least every two years. SERVICE PROVIDER shall submit draft and 2 copies of final audit reports to Division of Aging and Adult Services. Expenditures under this contract determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the contract, and for which payment has been made to the SERVICE PROVIDER, will be refunded to the ALG AAA by the SERVICE PROVIDER. See The DHS Contract: Part IV: 8-9.

11. RENEGOTIATIONS OR MODIFICATIONS - ADDITIONAL SERVICES:

This contract may be amended, modified, or supplemented only by written contract, executed by the parties hereto, and attached to the original signed copy of this agreement. No claim for services furnished by SERVICE PROVIDER, not specifically authorized by this Agreement, will be allowed by the ALG AAA.

12. CLEAN AIR AND WATER ACTS:

SERVICE PROVIDER agrees to comply with all applicable standards, orders, or regulations pursuant to the Clean Air Act as amended (42 W.S.C. 1857 et. seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.). (Applicable to contracts over \$100,000 only).

13. REDUCTION OF FUNDS:

If an order or action by the Legislature or the Governor, or a federal or state law reduced the amount of funding to ALG AAA, ALG AAA may terminate this Contract or may proportionately reduce the services required by this Contract and the amounts to be paid by ALG AAA to the SERVICE PROVIDER for such services. In addition, if the SERVICE PROVIDER defaults in any manner in the performance of any obligation under this Contract, or if ALG AAA determines that the SERVICE PROVIDER is significantly underutilizing funds, ALG AAA may at its option, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or underutilization of funds. ALG AAA shall give the SERVICE PROVIDER thirty (30) days' notice of any such reduction or termination. Notwithstanding the foregoing, ALG AAA shall reimburse the Local Agency in accordance with the original provisions of this Contract for all services performed before the effective date of the reduction or termination.

This is a "Fixed Amount" contract, and if ALG AAA reduces the payments under this Contract, the SERVICE PROVIDER may make a proportionate reduction in the amount of services performed or in the number of clients served under this Contract. Before implementing any such reductions in services or client numbers, however, the SERVICE PROVIDER shall notify ALG AAA in writing no less than thirty (30) working days after receiving ALG AAA's notice of reduction or termination.

14. **TERMINATION:**
This contract may be terminated for any reason in advance of the specific expiration date, by either party, upon 30 days prior written notice being given to the other party. On termination of the contract, all accounts and payments will be processed according to financial and accounting arrangements set forth herein for services rendered to date of termination. In addition the SERVICE PROVIDER shall comply with the provisions of this Contract relating to the record-keeping responsibilities, and shall ensure that the SERVICE PROVIDER'S staff properly maintains all records (including financial records and any client treatment records).
ALG AAA may terminate this Contract immediately if the SERVICE PROVIDER'S violation of this Contract creates or is likely to create a risk of harm to the clients served under this Contract, or if any other provision of this Contract (including any provision in the attachments) allows ALG AAA to terminate the Contract immediately for a violation of that provision.
If either party elects to terminate this Contract, both parties will use their best efforts to provide for uninterrupted client services.
If any party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.
15. **CONTRACT JURISDICTION:**
The provisions of this contract shall be governed by the laws of the State of Utah.
16. **INTERLOCAL AGREEMENT AND COUNTY APPROVAL OF CONTRACT AGREEMENT:**
Pursuant to UCA §11-13-202.5 the Service Provider's Legislative Body has passed an ordinance or resolution adopting and approving this Agreement. This Agreement is effective as of the date above. This Agreement does not create and interlocal entity. Pursuant to §11-13-207 UCA this Agreement shall be administered by the board of the South Eastern Utah Association of Local Governments which is a joint board comprised of representatives from the SERVICE PROVIDER and ALG AAA. Under this Agreement there shall be no joint ownership of real property.

ATTACHMENT B

ADDITIONAL TERMS AND CONDITIONS

1. ALG AAA AGREES TO:
 - A. Monitor services provided and funding expended on the basis of this contract as evidenced by regular reports generated by SERVICE PROVIDER.
 - B. Evaluate compliance performance of SERVICE PROVIDER at least once during the contact period on the basis of program standards as set forth in this contract, applicable Federal laws and regulations, applicable State law, and DHS/DOA/AS Policy and Procedure statements.
 - C. Provide Technical Assistance to the SERVICE PROVIDER as indicated or requested to assure satisfactory performance in providing effective and quality service, and maintaining compliance with applicable laws and regulations.
 - D. Provide a hearing to recipients in the event a grievance is filed by a program recipient.

2. SERVICE PROVIDER AGREES TO:
 - A. Comply with all provision of the DHS Pass Through Contract with Local Agency, including the state procurement requirements (or the equally-stringent county procurement requirements), insurance requirements and the fiscal and program requirements.
 - B. SERVICE PROVIDER shall familiarize itself with the federal and state laws identified in this Contract including The DHS Contract specifically Part I, Section C, "Local Agency's Compliance with Applicable Laws"; Part IV, "Contract Costs, Billing and Payment Information"; Part V, "Cost Accounting Principles and Financial Reports"; and Part VII, "Summary of Some Commonly-Applicable Laws and Policies"), as well as other laws and contract provisions identified in 45 C.F.R. § 92.36(i), "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
 - C. Meet all applicable licensing or other standards and other requirements required by Federal or State laws or regulations and ordinances of the city and county in which the services and/or care is provided for the duration of this contract period. If the SERVICE PROVIDER fails to do so, ALG AAA may terminate this Contract immediately.
 - D. Establish a system through which recipients of the services may present grievances about the operation of the program as it pertains to and affects said recipient. SERVICE PROVIDER shall notify each client and applicant in writing that:
 - (a) Clients and applicants have the right to present the ALG AAA with their grievances about: (1) denial of services covered by this Contract (2) exclusion from a program covered by this Contract; or (3) inadequacies or inequities in the programs and services provided under this Contract; and
 - (b) If the ALG AAA denies a grievance request about the services provided under this Contract or if the ALG AAA fails to respond to a grievance in a timely fashion, the client or applicant may contact in

writing, DHS/DAAS' Representative Clark Staley at 195 North 1950 West, Salt Lake City, UT 84116. The Representative will attempt to resolve the grievance. If the client or applicant is dissatisfied with the Representative's response, the client or applicant may file a written appeal to the Director of DHS/DAAS, and the Director shall respond to the appeal in writing within 30 working days. If the applicant or client is dissatisfied with the Director's decision, the client or applicant may request a hearing before the DHS Office of Administrative Hearings ("OAH"). This hearing request must be filed with OAH within ten (10) working days of receiving the DHS/DAAS Director's written decision. If OAH finds that the client or applicant's request is supported by applicable law, OAH may order the Local Agency or DHS to remedy the problem addressed in the grievance.

E. Safeguard any information concerning any recipients of service under this Contract from use or disclosure for any purpose not directly connected with the administration of ALG AAA or the SERVICE PROVIDER responsibilities with respect to services under this contract, except on written consent of the recipient, his attorney, or responsible guardian.

F. Follow and enforce the Department of Human Services Code of Conduct. The SERVICE PROVIDER will assure that each employee or volunteer receives a current copy of the Code of Conduct (Attachment E). The SERVICE PROVIDER shall retain in each employee or volunteer's file a signed and dated statement (Attachment G) in which that person certifies that he or she has read and understood the Code of Conduct and will comply with it. Annually the SERVICE PROVIDER shall obtain a copy of the current DHS Provider Code of Conduct poster (Attachment F). The SERVICE PROVIDER shall prominently display the poster where its employees and volunteers can see it.

G. 1. ALG AAA and SERVICE PROVIDER are governmental entities of the State of Utah, and subject to the Utah Governmental Immunity Act, therefore no indemnification is required, and ALG AAA, SERVICE PROVIDER, and DHS shall each be responsible for their own actions and defense of any claims or suits to the extent required by the Act. Nothing in this Contract shall be construed as a waiver by any party to this Contract of any rights, limits, protections or defenses provided by the Act nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party of this Contract is entitled.

2. The SERVICE PROVIDER shall comply with the Utah Workers' Compensation Act to provide workers' compensation coverage for their employees.

3. The SERVICE PROVIDER has no right of subrogation or contribution from the State, DHS, or ALG AAA, for any judgment rendered against the SERVICE PROVIDER.

H. Impose no fees upon any qualified program participant (as defined in this contract and all its attachments) given services under this contract.

I. Submit, as part of this contract, a comprehensive line item budget to include all anticipated expenditures, sources and amounts of revenue pertaining to programmatic area(s) of this contract. Assure that the following minimum percentages of Fed/State dollars under Soc & Rec are spent: 8% Access Services (transportation, outreach, information, and referral), 8% In-Home services (homemaker and home health aide, visiting and telephone reassurance, and chore services, and maintenance and support services), and 2% Legal assistance.

J. Maintain a Fiscal Management System, including books of account, records, documents and other evidence, along with accounting procedures sufficient to manage all income and expenditures and properly reflect all allowable costs of whatever nature claimed for the performance of this contract. This fiscal management system will assure that multiple funding sources will not be billed in excess of the established costs of services for a client or group of clients.

K. Provide at least **\$ 4,434.00** in cash or in allowable in-kind to Match Federal and/or State funds.

L. Make every reasonable effort to locate, solicit, and obtain local, client fees and/or contributions, third party and other fiscal resources.

M. Computer Compliance and Business Continuity Plan: The SERVICE PROVIDER acknowledges that they have developed a "business continuity plan" in the event that any emergency impacts their operations, including but not limited to, failures in their systems or systems for which they have no control. Business Continuity Plan: The business continuity plan, as used in this part, means a plan in which the primary goal is to protect the safety and health of clients who are receiving services through the SERVICE PROVIDER. The secondary goal of the business continuity plan is to continue to operate the SERVICE PROVIDERS critical functions/processes during or following the emergency once the SERVICE PROVIDER has provided for the health and safety of its clients. SERVICE PROVIDER will comply with all plan requirements found in The DHS Contract: Part I. Section B: 3. Emergency Management and Business Continuity Plan

N. Performance Measures and Client Outcomes: The SERVICE PROVIDER agrees to cooperate with all of the ALG AAA; DHS and DHS/DAAS-initiated client or customer feedback activities described in The DHS Contract: Part III.

3. MUTUALLY AGREED THAT:

A. The total amount of funds in this contract are subject to review and possible adjustment (depending upon funding source(s) anytime after the close of the first quarter).

ATTACHMENT C
SERVICE OBJECTIVES

Scope of Work and Special Conditions

0. **Eligibility Categories:** The clients served under this Contract are in the following eligibility categories: Category: Area Agency Pass Thru Code: AA
1. **Eligibility Determination:** The SERVICE PROVIDER (County) will determine the clients eligibility for the services provided under this Contract.
2. **Description of the Services or Supports to be Provided Under this Contract:**

The SERVICE PROVIDER will provide the services identified in the Southeastern Utah FY 2012 Area Agency on Aging Plan, the terms of which are incorporated herein by reference. This plan is maintained by Southeastern Utah Area Agency on Aging, Box 1106, Price, UT 84501.
3. **Population to be Served:**

For Older Americans Act Programs: Individuals 60 years of age and older (including spouse of any age) with social or economic need, targeting low income minorities.
For United States Department of Agriculture Cash-In-Lieu: Individuals 60 years of age and older (including spouse of any age).
The Home and Community-Based/Alternatives Services Program: Individuals 18 years of age and older who meet income/asset tests are provided an array of services which enable them to live in their own homes. Individual's expenses should not exceed \$750.00 per month unless a waiver is submitted and approved.
The Respite Care Program: Caregivers of individuals who are suffering chronic long-term illnesses or conditions are provided intermittent and time-limited relief from caregiving responsibilities.
4. **Treatment of Service Requirements:**

The SERVICE PROVIDER shall provide personal assistance, standby assistance, supervision or cues for persons having difficulties with one or more of the following activities of daily living:

 - . Persons having difficulty with preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.
 - a. Provide a means of transportation for a person who requires help in going from one location to another.
 - b. Provide a program to promote better health by providing accurate and culturally sensitive nutrition and physical fitness programs.
 - c. Persons having difficulty eating, dressing, bathing, toileting and transferring in and out of bed.
 - d. Provide personal care for dependent individuals in a supervised protective, congregate setting during some portion of a 24-hour day.
 - e. Provide eligible clients at a nutrition site, senior center or other congregate setting a meal that complies with the Dietary Guidelines for Americans.
 - f. Provide eligible clients, at the client's place of residence, a meal which complies with the Dietary Guidelines of Older Americans Act.
5. **SERVICE PROVIDER Qualifications:** The SERVICE PROVIDER shall establish and maintain

(either directly or by contract) programs licensed under Utah Code Annotated Title 62A, Chapter 2, Licensure of Programs and Facilities. All programs shall comply with Utah Administrative Code Rule R501, Human Services, Administration, Administrative Services, and Licensing.

6. **Documentation Requirements:** On a monthly, quarterly, and annual basis the SERVICE PROVIDER shall provide Outcome System Data information and Information System Data to Southeastern Utah AAA. The SERVICE PROVIDER shall also cooperate with any Southeastern Utah AAA requests for special studies or research requested. The SERVICE PROVIDER shall maintain records consisting of the individual's name, services provided, the names of the service providers that provided each service and the amount charged for each service.
7. **Home Care Programs:**
 - . Monies allocated by the ALG AAA from State general funds for the In-Home/Alternatives will be spent only for costs incurred in the State-supported home care programs, including administration, case management, and service costs. Up to 25% of total program expenditures for the fiscal year will be allowable for administrative costs for each program. Reallocated dollars must be used for service costs which include case management.
 - a. Ten percent (10%) of the fees/collections received during the contract year may be carried over into the next contract year, but must be expended during the first quarter of the new contract year for individuals receiving in-home support services. All fees/collections must be reported as a separate line item on the Quarterly reports; all such income will be considered as program revenue.
8. **Minimum Percentage:** The SERVICE PROVIDER will assure that the required minimum percentage of the Title IIIB and State Service funds will be expended for the delivery of each of the following categories of service: eight percent (8%) for access services (transportation, outreach, and information and referral), eight percent (8%) for in-home services (homemaker and home health aide, visiting, telephone reassurance, chore maintenance, supportive services for families of frail elderly people including victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction and their families), and two percent (2%) for legal assistance.
10. **Waiver of Minimum Percentage:** The SERVICE PROVIDER may apply for a waiver of the expenditure of the required minimum percentage for the delivery of each of the categories of service specified above. If the SERVICE PROVIDER does not expend the required minimum percentage by the end of the Fiscal Year, these expended funds will be reallocated to the agencies who did meet the expenditure level. These funds will be distributed in the next Fiscal Year, utilizing the funding formula and must be expended in the category they were originally designated.

ATTACHMENT D
UNITS OF SERVICE TO BE PROVIDED
1 July 2022 to 30 June 2023

COUNTY:	Grand	
I.	ACCESS:	Units:
	A. Transportation	3,000
	B. Outreach	150
	C. Information/Referral	2,000
	D. Escort	250
II.	IN-HOME:	
	A. Friendly Visitor	9,500
	B. Telephone Reassurance	300
III.	LEGAL:	25
IV.	SUPPORTIVE SERVICES:	
	A. Assessment/Screening	1,500
	B. Education	225
	C. Recreation	2,600
	D. Shopping	150
V.	VOLUNTEER ACTIVITIES:	
	A. Volunteers	35
	B. Volunteer Hours	2,000
VI.	CONGREGATE MEALS:	
	A. Meals Served	14,500
VII.	HOME DELIVERED MEALS:	
	A. Meals Served	21,500

Attachment E

R495. Human Services, Administration.

R495-876. Provider Code of Conduct.

R495-876-1. Authority.

As in effect on August 1, 2014

The Department of Human Services promulgates this rule pursuant to the rulemaking authority granted in Section 62A-1-111.

R495-876-2. Statement of Purpose.

- (1) The Department of Human Services ("DHS") adopts this Code of Conduct to:
 - (a) Protect its clients from abuse, neglect, maltreatment and exploitation; and
 - (b) Clarify the expectation of conduct for DHS Providers and their employees and volunteers who interact in any way with DHS clients, DHS staff and the public.
- (2) The Provider shall distribute a copy of this Code of Conduct to each employee and volunteer, regardless of whether the employees or volunteers provide direct care to clients, indirect care, administrative services or support services. The Provider shall require each employee and volunteer to read the Code of Conduct and sign a copy of the attached "Certification of Understanding" before having any contact with DHS clients. The Provider shall file a copy of the signed Certificate of Understanding in each employee and volunteer's personnel file. The Provider shall also maintain a written policy that adequately addresses the appropriate treatment of clients and that prohibits the abuse, neglect, maltreatment or exploitation of clients. This policy shall also require the Provider's employees and volunteers to deal with DHS staff and the public with courtesy and professionalism.
- (3) This Code of Conduct supplements various statutes, policies and rules that govern the delivery of services to DHS clients. The Providers and the DHS Divisions or Offices may not adopt or enforce policies that are less-stringent than this Code of Conduct unless those policies have first been approved in writing by the Office of Licensing and the Executive Director of the Utah Department of Human Services. Nothing in this Code of Conduct shall be interpreted to mean that clients are not accountable for their own misbehavior or inappropriate behavior, or that Providers are restricted from imposing appropriate sanctions for such behavior.

R495-876-3. Abuse, Neglect, Exploitation, and Maltreatment Prohibited.

Providers shall not abuse, neglect, exploit or maltreat clients in any way, whether through acts or omissions or by encouraging others to act or by failing to deter others from acting.

R495-876-4. General Definitions.

- (1) "Client" means anyone who receives services from DHS or from a Provider pursuant to an agreement with DHS or funding from DHS.
- (2) "DHS" means the Utah Department of Human Services or any of its divisions, offices or agencies.
- (3) "Domestic-violence-related child abuse" means any domestic violence or a violent physical or verbal interaction between cohabitants in the physical presence of a child or having knowledge that a child is present and may see or hear an act of domestic violence.

(4) "Emotional maltreatment" means conduct that subjects the client to psychologically destructive behavior, and includes conduct such as making demeaning comments, threatening harm, terrorizing the client or engaging in a systematic process of alienating the client.

(5) "Provider" means any individual or business entity that contracts with DHS or with a DHS contractor to provide services to DHS clients. The term "Provider" also includes licensed or certified individuals who provide services to DHS clients under the supervision or direction of a Provider. Where this Code of Conduct states (as in Sections III-VII) that the "Provider" shall comply with certain requirements and not engage in various forms of abuse, neglect, exploitation or maltreatment, the term "Provider" also refers to the Provider's employees, volunteers and subcontractors, and others who act on the Provider's behalf or under the Provider's control or supervision.

(6) "Restraint" means the use of physical force or a mechanical device to restrict an individual's freedom of movement or an individual's normal access to his or her body. "Restraint" also includes the use of a drug that is not standard treatment for the individual and that is used to control the individual's behavior or to restrict the individual's freedom of movement.

(7) "Seclusion" means the involuntary confinement of the individual in a room or an area where the individual is physically prevented from leaving.

(8) "Written agency policy" means written policy established by the Provider. If a written agency policy contains provisions that are more lenient than the provisions of this Code of Conduct, those provisions must be approved in writing by the DHS Executive Director and the Office of Licensing.

R495-876-5. Definitions of Prohibited Abuse, Neglect, Exploitation, and Maltreatment.

(1) "Abuse" includes, but is not limited to:

(a) Harm or threatened harm, to the physical or emotional health and welfare of a client.

(b) Unlawful confinement.

(c) Deprivation of life-sustaining treatment.

(d) Physical injury, such as contusion of the skin, laceration, malnutrition, burn, fracture of any bone, subdural hematoma, injury to any internal organ, any injury causing bleeding, or any physical condition which imperils a client's health or welfare.

(e) Any type of unlawful hitting or corporal punishment.

(f) Domestic-violence-related child abuse.

(g) Any Sexual abuse and sexual exploitation including but not be limited to:

(i) Engaging in sexual intercourse with any client.

(ii) Touching the anus or any part of the genitals or otherwise taking indecent liberties with a client, or causing an individual to take indecent liberties with a client, with the intent to arouse or gratify the sexual desire of any person.

(iii) Employing, using, persuading, inducing, enticing, or coercing a client to pose in the nude.

(iv) Engaging a client as an observer or participation in sexual acts.

(v) Employing, using, persuading, inducing, enticing or coercing a client to engage in any sexual or simulated sexual conduct for the purpose of photographing, filming, recording, or displaying in any way the sexual or simulated sexual conduct. This includes displaying, distributing, possessing for the purpose of distribution, or selling material depicting nudity, or engaging in

sexual or simulated sexual conduct with a client.

(vi) Committing or attempting to commit acts of sodomy or molestation with a client.

(2) "Neglect" includes but is not limited to:

(a) Denial of sufficient nutrition.

(b) Denial of sufficient sleep.

(c) Denial of sufficient clothing, or bedding.

(d) Failure to provide adequate client supervision; including situations where the Provider's employee or volunteer is asleep or ill on the job, or is impaired due to the use of alcohol or drugs.

(e) Failure to provide care and treatment as prescribed by the client's services, program or treatment plan, including the failure to arrange for medical or dental care or treatment as prescribed or as instructed by the client's physician or dentist, unless the client or the Provider obtains a second opinion from another physician or dentist, indicating that the originally-prescribed medical or dental care or treatment is unnecessary.

(f) Denial of sufficient shelter, where shelter is part of the services the Provider is responsible for providing to the client.

(g) Educational neglect (i.e. willful failure or refusal to make a good faith effort to ensure that a child in the Provider's care or custody receives an appropriate education).

(3) "Exploitation" will includes but is not limited to:

(a) Using a client's property without the client's consent or using a client's property in a way that is contrary to the client's best interests, such as expending a client's funds for the benefit of another.

(b) Making unjust or improper use of clients or their resources.

(c) Accepting gifts in exchange for preferential treatment of a client or in exchange for services that the Provider is already obliged to provide to the client.

(d) Using the labor of a client for personal gain.

(e) Using the labor of a client without paying the client a fair wage or without providing the client with just or equivalent non-monetary compensation, except where such use is consistent with standard therapeutic practices and is authorized by DHS policy or the Provider's contract with DHS.

(i) Examples:

(A) It is not "exploitation" for a foster parent to assign an extra chore to a foster child who has broken a household rule, because the extra chore is reasonable discipline and teaches the child to obey the household rules.

(B) It is not "exploitation" to require clients to help serve a meal at a senior center where they receive free meals and are encouraged to socialize with other clients. The meal is a non-monetary compensation, and the interaction with other clients may serve the clients' therapeutic needs.

(C) It is usually "exploitation" to require a client to provide extensive janitorial or household services without pay, unless the services are actually an integral part of the therapeutic program, such as in "clubhouse" type programs that have been approved by DHS.

(4) "Maltreatment" includes but is not limited to:

(a) Physical exercises, such as running laps or performing pushups, except where such exercises are consistent with an individual's service plan and written agency policy and with the

individual's health and abilities.

(b) Any form of Restraint or Seclusion used by the Provider for reasons of convenience or to coerce, discipline or retaliate against a client. The Provider may use a Restraint or Seclusion only in emergency situations where such use is necessary to ensure the safety of the client or others and where less restrictive interventions would be ineffective, and only if the use is authorized by the client's service plan and administered by trained authorized personnel. Any use of Restraint or Seclusion must end immediately once the emergency safety situation is resolved. The Provider shall comply with all applicable laws about Restraints or Seclusions, including all federal and state statutes, regulations, rules and policies.

(c) Assignment of unduly physically strenuous or harsh work.

(d) Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements as a means of punishment.

(e) Group punishments for misbehaviors of individuals.

(f) Emotional maltreatment, bullying, teasing, provoking or otherwise verbally or physically intimidating or agitating a client.

(g) Denial of any essential program service solely for disciplinary purposes.

(h) Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes.

(i) Requiring the individual to remain silent for long periods of time for the purpose of punishment.

(j) Extensive withholding of emotional response or stimulation.

(k) Denying a current client from entering the client's residence, where such denial is for disciplinary or retaliatory purposes or for any purpose unrelated to the safety of clients or others.

R495-876-6. Provider's Compliance with Conduct Requirements Imposed by Law, Contract or Other Policies.

In addition to complying with this Code of Conduct, the Provider shall comply with all applicable laws (such as statutes, rules and court decisions) and all policies adopted by the DHS Office of Licensing, by the DHS Divisions or Offices whose clients the Provider serves, and by other state and federal agencies that regulate or oversee the Provider's programs. Where the Office of Licensing or another DHS entity has adopted a policy that is more specific or restrictive than this Code of Conduct, that policy shall control. If a statute, rule or policy defines abuse, neglect, exploitation or maltreatment as including conduct that is not expressly included in this Code of Conduct, such conduct shall also constitute a violation of this Code of Conduct. See, e.g., Title 62A, Chapter 3 of the Utah Code (definition of adult abuse) and Title 78A, Chapter 6 and Title 76, Chapter 5 of the Utah Code (definitions of child abuse).

R495-876-7. The Provider's Interactions with DHS Personnel and the Public.

In carrying out all DHS-related business, the Provider shall conduct itself with professionalism and shall treat DHS personnel, the members of the Provider's staff and members of the public courteously and fairly. The Provider shall not engage in criminal conduct or in any fraud or other financial misconduct.

R495-876-8. Sanctions for Non-compliance.

If a Provider or its employee or volunteer fail to comply with this Code of Conduct, DHS may impose appropriate sanctions (such as corrective action, probation, suspension, disbarment from State contracts, and termination of the Provider's license or certification) and may avail itself of all legal and equitable remedies (such as money damages and termination of the Provider's contract). In imposing such sanctions and remedies, DHS shall comply with the Utah Administrative Procedures Act and applicable DHS rules. In appropriate circumstances, DHS shall also report the Provider's misconduct to law enforcement and to the Provider's clients and their families or legal representatives (e.g., a legal guardian). In all cases, DHS shall also report the Provider's misconduct to the licensing authorities, including the DHS Office of Licensing.

R495-876-9. Providers' Duty to Help DHS Protect Clients.

(1) Duty to Protect Clients' Health and Safety. If the Provider becomes aware that a client has been subjected to any abuse, neglect, exploitation or maltreatment, the Provider's first duty is to protect the client's health and safety.

(2) Duty to Report Problems and Cooperate with Investigations. Providers shall document and report any abuse, neglect, exploitation or maltreatment and exploitation as outlined in this Code of Conduct, and they shall cooperate fully in any investigation conducted by DHS, law enforcement or other regulatory or monitoring agencies.

(a) Except as provided in subsection(b) below, Providers shall immediately report abuse, neglect, exploitation or maltreatment by contacting the local Regional Office of the appropriate DHS Division or Office. During weekends and on holidays, Providers shall make such reports to the on-call worker of that Regional Office.

(i) Providers shall report any abuse or neglect of disabled or elder adults to the Adult Protective Services intake office of the Division of Aging and Adult Services.

(ii) The Provider shall make all reports and documentation about abuse, neglect, exploitation, and maltreatment available to appropriate DHS personnel and law enforcement upon request.

(b) Providers shall document any client injury (explained or unexplained) that occurs on the Providers' premises or while the client is under the Provider's care and supervision, and the Provider shall report any such injury to supervisory personnel immediately. Providers shall cooperate fully in any investigation conducted by DHS, law enforcement or other regulatory or monitoring agencies. If the client's injury is extremely minimal, the Provider has 12 hours to report the injury. The term "extremely minimal" refers to injuries that obviously do not require medical attention (beyond washing a minor wound and applying a band-aid, for example) and which cannot reasonably be expected to benefit from advice or consultation from the supervisory personnel or medical practitioners.

(i) Example: If a foster child falls off a swing and skins her knee slightly, the foster parent shall document the injury and report to the foster care worker within 12 hours.

(ii) Example: If a foster child falls off a swing and sprains or twists her ankle, the foster parent shall document the injury and report it immediately to supervisory personnel because the supervisor may want the child's ankle X-rayed or examined by a physician.

(3) Duty to Report Fatalities and Cooperate in Investigations and Fatality Reviews. If a DHS client dies while receiving services from the Provider, the Provider shall notify the supervising DHS

Division or Office immediately and shall cooperate with any investigation into the client's death. In addition, some Providers are subject to the Department of Human Services' Fatality Review Policy. (See the "Eligibility" section of DHS Policy No. 05-02 for a description of the entities subject to the fatality review requirements. A copy of the policy is available at the DHS web site at: <http://www.hspolicy.utah.gov>) If the Provider is subject to the Fatality Review Policy, it shall comply with that policy (including all reporting requirements) and the Provider shall cooperate fully with any fatality reviews and investigations concerning a client death.

(4) Duty to Display DHS Poster. The Provider shall prominently display in each facility a DHS poster that notifies employees of their responsibilities to report violations of this Provider Code of Conduct, and that gives phone numbers for the Regional Office or Intake Office of the relevant DHS Division(s). Notwithstanding the foregoing, if the Provider provides its services in a private home and if the Provider has fewer than three employees or volunteers, the Provider shall maintain this information in a readily-accessible place but it need not actually display the DHS poster. DHS shall annually provide the Provider with a copy of the current DHS poster or it shall make the poster available on the DHS web site:

http://www.hspolicy.utah.gov/pdf/poster_provider_code_of_conduct.pdf.

KEY: social services, provider conduct*

Date of Enactment or Last Substantive Amendment: August 26, 2008

Notice of Continuation: August 10, 2011

Authorizing, and Implemented or Interpreted Law: 62A-1-110; 62A-1-111

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DISTRICT VI-C, GRAND COUNTY AREA AGENCY ON AGING

July 1, 2022– June 30, 2023

Contracting Parties:

This agreement is between the Southeastern Utah Association of Local Governments; Area Agency on Aging Program, herein referred to as "Area Agency", and Grand County.

Term of Contract:

This contract shall be effective July 1, 2022 or the date approved by the Area Agency, and shall terminate on June 30, 2023 unless terminated sooner in accordance with the terms and conditions of this contract.

Purpose:

To receive, investigate, and resolve complaints made by or on behalf of residents of long-term care facilities. To provide community education regarding long-term care. To facilitate the use of volunteers and to represent the interests of long-term care facility residents.

Documents Incorporated into this Contract by Reference but not Attached Hereto:

- a. All documents specified in any attachment to this contract.
- b. All other governmental laws, regulations, or actions applicable to services provided herein.
- c. Older Americans Act of 1965 as amended, Title VII-B.
- d. Long-Term Care Ombudsman Program Policy, 1993.
- e. Department of Social Services Cost Principles.
- f. Department of Social Services Code of Conduct.

GENERAL PROVISIONS

Area Agency agrees to:

1. Reimburse Grand County not more than \$1,000.00 during the contract term, said \$1,000.00 being subject to final disposition of funding by AOA, and State Division of Aging. Reimbursement will be processed in the normal course of business upon receipt of detailed claims from Grand County for expenditures made in accordance with the contract. No more than 1/2 of the total contract amount may be requested each month.
2. Consult with Grand County and monitor services provided herein on an ongoing basis.
3. Reimburse Grand County for reasonable costs, including travel and training for the LTC Ombudsman, and backup. These amounts shall be subject to the limitation contained in paragraph No. 1 above, and the terms following immediately hereafter.

Active Re-Entry agrees to:

1. Provide the Area Agency with LTC Ombudsman services in Grand County. This to include detailed reporting of expenditures to accompany reimbursement claims.
2. Provide LTC Ombudsman services including complaint intake and investigation of complaints, complaint resolution made by or on behalf of residents of long-term care facilities.
3. Provide Community education regarding long-term care. To facilitate the use of volunteers and to represent the interests of long-term care facility residents.
4. Grand County to provide written reports on all aspects of the LTC Ombudsman activities undertaken by staff to the State LTC Ombudsman. These reports to be identified by the State Ombudsman.
5. Grand County to maintain confidential client case files on the project which indicate clients served, complaints and disposition, or resolution, clients needing service, expenditures for purposes of the contract, and other pertinent information as indicated by the State Ombudsman. These files will be available for audit and inspection, by those authorized to perform same, at all times.
6. Grand County agrees to provide at the end of the program year a Program Progress report to be submitted to the Division of Aging. This reporting instrument to be identified by the State LTC Ombudsman.
7. Grand County agrees to abide by all provisions of the Provider Code of Conduct of the Utah Department of Human Services.
8. Grand County agrees to provide the Southeastern Utah Association of Local Governments: Area Agency on Aging a copy of their independent auditor report for the reporting period just ended. This report to conform to all Federal Fiscal Auditing requirements.

It is mutually agreed that:

1. All information regarding recipients of services under this contract shall be confidential, except as otherwise provided herein. Publication of any information that would identify a particular recipient of service is prohibited.
2. Any funds remaining after final reimbursement and accounting shall be the sole property of the Area Agency.
3. This agreement may be terminated upon thirty (30) days written notice by either party. This agreement may be altered, changed, or redrafted by mutual agreement of Area Agency and Grand County, provided however, that alterations or changes shall not become effective and enforceable until such alterations or changes are reduced to writing and signed by the respective parties.
4. Grand County is an independent contractor and does not assume the rights, responsibilities or duties of an Area Agency employee. The Area Agency has no responsibility for claims arising from the performance by Grand County of the terms of this contract.
5. Grand County agrees to abide by all federal statutes and regulations regarding the performance of this contract and, specifically, the terms and conditions provided in the Older Americans Act and regulations promulgated there under. Area Agency agrees to abide by same.

CONTRACTOR

Geri Gamber, Executive Director
Southeastern Utah Association of Local Governments

Shawna Horrocks, AAA Director
Southeastern Utah Area Agency on Aging

In the County of Carbon, State of Utah, on this _____ day of _____, 2022 before me the undersigned notary, personally appeared GERI GAMBER AND SHAWNA HORROCKS who are personally known by me or who proved to me their identities through documentary evidence to be the person(s) whose name(s) are/is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public

Jacques Hadler
County Commissioner

In the County of Carbon, State of Utah, on this _____ day of _____, 2022 before me the undersigned notary, personally appeared Jacques Hadler who is personally known by me or who proved to me her identity through documentary evidence to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public

Agenda Summary

GRAND COUNTY COMMISSION MEETING

September 20, 2022

AGENDA ITEM: _____

TITLE:	Public Hearing to consider an ordinance to Amend Article 4, Special Purpose Overlay Districts to establish an “Alternative Dwelling Overlay District” Pilot Program
FISCAL IMPACT:	Unknown (enforcement may require additional county staff)
PRESENTER(S):	Elissa, Planning & Zoning

Prepared By:
ELISSA MARTIN
GRAND COUNTY
PLANNING &
ZONING

FOR OFFICE USE ONLY:

**Attorney
Review:**

Ongoing

Possible MOTION:

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

I move to approve /deny the proposed ordinance to Amend Article 4, Special Purpose Overlay Districts to establish an "Alternative Dwelling Overlay District" Pilot Program,

(If approving) with the following conditions (if any):

SUMMARY: The proposed Ordinance would establish a pilot program for permitting Alternative Dwelling Communities / Long-Term Camp Parks on parcels with a minimum size of 0.5 acre as a Special Purpose Overlay District. The ADO District would provide a relatively sanitary, regulated and environmentally responsible living situation for residents who choose to live in their RV's, Trailers, or other types of Alternative Dwellings throughout the County. Currently, unregulated RV/camping living situations are having damaging effects on neighborhoods and the environment. Often, unsanitary conditions exist, including environmentally harmful illegal sewage disposal. Other negative impacts include parking in civic centers and public parks and the unfair cost share for paying customers of the water and sewer system, due to illegal hookups.

BACKGROUND:

Timeline of development of the ADO ordinance

- December 2021 -- the original concept and need was discussed at Planning Commission, with overall consensus to move forward with an update to the LUC to allow long term camparks and tiny homes.
- [March 1, 2022 P&Z staff report to the Commission](#), we discussed a preliminary list of LUC updates, and the long term camp park initiative was listed as a potential Housing solution.
- [March 30, 2022, staff report to the Commission](#) -- the initiative was listed as "Housing B" in the list of LUC update priorities.
- April 20, 2022 — Commission Admin and Commission members provided direction to P&Z to shift focus from the Article 3 updates, and prioritize the long term camp park initiative in order to address illegal camping on private property. At first, the direction we took was to develop a "Temporary Dwelling Permit," to address immediate concerns with camping on private property. The TDP would later be replaced by a "Long term camp park overlay district."
- June 23, 2022 — Land Use Steering Committee, the consensus was to do away with the Temp Dwelling Permit as many felt it was "kicking the can" down the road and instead we should simply extend any Voluntary Compliance Agreement deadline out to the end of October 2022, when we hoped to have the long term camp park update complete.
- July 11, 2022 -- PC staff report to review draft code and use standards for the long term camp park / Alternative Dwelling Overlay (ADO) district (as it came to be called).
- August 3, 2022 -- P&Z and Planning Commission held a town hall aka "Community Housing Forum" at Star Hall, to share the draft code and proposed ordinance with the public and get feedback -- over 45 members of

the public attended and overwhelmingly expressed support for the initiative.

- August 8, 2022 -- PC public hearing to consider the Alternative Dwelling Overlay district ordinance (public comment was in favor, but concerned with some of the use standards being cost prohibitive or over burdensome and other helpful comments to improve language overall.) PC voted to leave the public hearing open until Aug 18th and wait to vote until Aug 22nd.
- August 22, 2022 -- PC meeting - vote was unanimous to send a favorable recommendation to the County Commission.

PLANNING COMMISSION RECOMMENDATION: On August 22, 2022 at a regular Planning Commission meeting, the Planning Commission voted unanimously to send a favorable recommendation to the County Commission to approve the Ordinance. There are several specific terms in the draft code recommended by the Planning Commission for approval, that have been suggested to be revised, by the Attorney and Commissioner input – those changes are redlined in the current draft code and discussed in the Staff Report.

ATTORNEY RECOMMENDATION: Supportive generally but draft ADO needs additional work prior to adoption plus consultation with GCSO re. anticipated impacts, including noise, animal and illegal dwelling complaints.

In that vein, the Enforcement section is woefully inadequate, and the County Attorney has rejected it in its entirety. However, there is not enough time to redraft it before the public hearing.

STAFF RECOMMENDATION: Review the staff report and the draft code. Take into consideration public comments provided. If warranted, suggest revisions to the draft code as condition(s) of approval.

ATTACHMENT(S):

1. Staff Report
2. ADO Ordinance
3. Draft Code
4. UTMP Map
5. GWSSA Fact Sheet
6. Public Comments



DATE: September 13, 2022

TO: Grand County Commission

SUBJECT: Consider an Ordinance to Amend Article 4, Special Purpose Overlay Districts to establish an “Alternative Dwelling Overlay District” Pilot Program

RESPECTFULLY SUBMITTED: Elissa Martin, Planner

SUMMARY: The proposed Alternative Dwelling Overlay (ADO) pilot program is intended to designate areas for long-term or seasonal occupancy in non-traditional housing, for local workforce, while respecting the character of existing neighborhoods and residential zones. The ADO District standards ensure that Alternative Dwelling developments are designed in a manner that addresses the impacts and the increased service needs they generate while also providing much needed designated workforce housing, which in turn, supports local businesses and the local economy.

This initiative is only one small piece of the puzzle to provide opportunities for housing across the entire continuum of housing affordability. It is not meant to serve the segment of the community that would benefit from multifamily, apartment style living -- that type of housing will be addressed with the Future Land Use Map which will designate locations appropriate for multifamily development.

Key standards include: 0.5 acre minimum lot size, minimum 4 units to be considered an ADO, utility hookups required (including impact fees), max dwelling site square footage: 1200 sf

STAFF RECOMMENDATION: Review the Draft Code and the below “items to consider”, especially items #1-3 to make revisions or accept suggested changes to the draft code, and either approve the ordinance with conditions (to revise the draft code as determined in the public meeting), or deny the ordinance.

BACKGROUND: (See Agenda Summary for full history of ordinance development and public engagement) As soaring housing prices in the Moab area continue to impact the availability of housing for our local residents, long term and seasonal employees, many folks resort to living out of their RV’s or trailers, or camping in their cars in and around Moab, often in less than stable situations and causing impacts to neighborhoods, public spaces such as local parks, and civic centers, etc. . Employer’s inquire often about wanting to provide housing, in the form of tiny homes or even simply an array of parking spaces for long term camping (with proper services). Out of these circumstances, the idea of an overlay district for “Alternative Dwelling Communities” or long term camp parks was born.

Discussions at Planning Commission meetings in the winter of 2021 were initiated when PC members and members of the public expressed concern with the lack of available rentals and

the overall high cost of rent, as well as the anticipation of the usual influx of seasonal workers needing a place to “park their home”. The ADO use standards were developed over several open-to-the-public Planning Commission meetings in the weeks between April 2022 – July 2022. A public housing forum was held on August 3rd 2022 to solicit feedback on the draft ordinance. Subsequently, a public hearing at the Planning Commission meeting on August 8, 2022 was held and remained open until August 18th to receive additional comments. Public comments were considered and incorporated into the revised draft language as appropriate prior to and during the Planning Commission meeting.

PLANNING COMMISSION RECOMMENDATION: On August 22, 2022 at a regular Planning Commission meeting, the Planning Commission voted unanimously to send a favorable recommendation to the County Commission to approve the Ordinance.

ITEMS TO CONSIDER: To understand the conversations had at Planning Commission and how certain use standards were decided upon, the below list provides several topics to consider.

1. PILOT PROGRAM TERMS: Specific language to describe the terms of the pilot program have been included in Section 4.9.2 Applicability, in the Draft Code, as well as in the Ordinance. The Planning Commission recommended approval of the draft code with the pilot program set to allow a maximum of 300 units or with a sunset date of one year of adoption of the code (whichever comes first). The Attorney and one Commissioner and a few public comments have recommended to drop this number to as low as 50. Staff’s recommendation is to set the cap at 150. Currently we estimate there are at least 50 illegal residential situations on property within Grand County, there are 50 people on the waitlist with HASU for their affordable apartment complexes, and there are over 100 people estimated to be at risk for homelessness.
2. ALLOWING WELLS AND SEPTIC

While the Planning Commission recommended approval of the ADO draft code with the allowance of wells and septic systems to support an ADO development, the Attorney and a Commissioner have expressed concern with this. The Commission should make a final determination whether or not this should be allowed. Some background on wells and septic systems provided by Orion:

- The property would have to apply for and receive the appropriate water rights. The well driller needs to apply for the appropriate permits and needs to do a drawdown pump test to determine that the well has adequate source capacity. Generally the areas where water is going to be available are known and the reliability of that water is also known.
 - Note that the County Attorney has pointed out that DWR has noticed the public that it will begin a public process to consider closing the basin to new water rights applications once the adjudication is closed by the Moab District Court.
- ***IF*** the proposed project will house more than 25 people more than 60 days out of the year, the water system serving the project will need to meet the requirements of a public drinking water system.

- There are lots of requirements for septic but it should not be discounted. There are a lot of newer technologies that can treat effluent very well but it is expensive. In some situations conventional systems would be appropriate, however in others, advanced systems that provide treatment would be appropriate.
 - There are technologies already in place that treat water to a standard that far exceeds the water quality of the Colorado River, Pack Creek and Mill Creek.
 - Each situation will be unique and whether or not the ability to use septic will be determined when the project is proposed to DRT. The first and foremost consideration will be the protection of our groundwater drinking water sources.
 - **IF** the estimated wastewater flow exceeds 5000 gallons per day the system will be designated as a Large Underground Wastewater Disposal System (LUWDS). LUWDS are regulated by the Division of Water Quality however SEUHD has the right to review all plans that are submitted. All LUWDS are required to treat their effluent. Examples include Ballard RV park in Thompson Springs, which uses a packed bed media system; the proposed system at the Desert Moon will use bioreactor technology with subsurface drip irrigation of the landscaping. There are some older LUWDS that do not treat their effluent but they are slowly converting to including treatment systems.
3. OCCUPANCY REQUIREMENT: ADOs shall be occupied for a period of 60 consecutive days or more. We originally included a caveat for seasonal employees who may only need an AD site for 2-4 weeks at a time in between guide gigs, but this was omitted at the recommendation of the Attorney to keep the pilot program streamlined and simple, and to not increase the burden of code enforcement.
 4. DEED RESTRICTION: At the Planning Commission meetings, the general consensus was that ADOs need not be deed restricted. That determination was made based on the thought that ADOs act like apartment developments, where each unit is a rental unit, and is not meant for ownership. ADOs will be strictly monitored for illegal nightly rental activity through our new monitoring/ enforcement software. We wouldn't want to deed restrict the property for ownership by a local resident, as that would limit the potential of these types of developments being viable.
 5. ELIGIBILITY MAP or RESTRICTED AREA MAP: The general consensus from the Planning Commission discussions was that because the decision-making process requires two public hearings and the discretion of both bodies to approve or deny an ADO application, a map would not be needed, but the "Items for Consideration" to make findings related to the proposed project would be critical to ensure fairness and accountability in the decision-making process.

The Draft Code includes six "items of consideration" in section 4.9.2 Applicability, to base findings on.

6. WATER AND SEWER HOOKUPS (and IMPACT FEES)

GWSSA defines an AD site as a commercial RV /campsite, which is calculated as being 0.79 ERC (Equivalent Residential Connection). According to current GWSSA impact fee rates, that would mean a \$5,505 total impact fee (see GWSSA fact sheet attached).

GWSSA does not have reliable, specific stats on water usage per AD type, or AD development. For example, a comparable long term camp park that exists in Grand County, has long-term camping, but they also have a commercial laundry. One commercial RV park has employee RV spots, but they also fill up water trucks for their business operations. Some of our other trailer parks are old and have leaks. Some have pools and most RV parks are required to provide one tree per site, which can take a lot of water in a large park.

- a. P&Z staff are researching this issue and upon adoption, we will provide better data to support the “Issue of Consideration” related to relative water resource impacts.
 - b. There have also been discussions with the Economic Development Department to develop a funding source through grants, to help small-scale business owners with the cost of impact fees, if they desire to develop an ADO for their employees.
7. DENSITY: A minimum unit count should be required to ensure that prop owners aren't applying for the ADO to provide for 1 or 2 RVs in their backyard. Currently, the minimum unit count is set at 4 sites. In lieu of a max density requirement, the number of units that can be placed on a parcel would be determined by “Max Lot Coverage” or Bldg Coverage of the underlying zoning district. The square feet of the dwelling site (not the vehicle or tiny home) would be used in the formula to determine max lot coverage. The table indicating those percentages for each zoning district is below:

<u>Residential Zoning Districts</u>					
<u>Development Standard</u>	<u>MFR</u>	<u>SLR</u>	<u>LLR</u>	<u>RR</u>	<u>RG</u>
<u>Max. Density (units/acre)</u>	<u>8</u>	<u>5</u>	<u>2</u>	<u>1</u>	<u>0.20</u>
<u>Min. Lot Size (acres)</u>	<u>0.125</u>	<u>0.20</u>	<u>0.50</u>	<u>1</u>	<u>5</u>
<u>Min. Project Boundary Buffer Parcel Size</u>	<u>5,445</u>	<u>8,712</u>	<u>21,780</u>	<u>21,780</u>	<u>21,780</u>
<u>Min. Front Yard and Street Side Yard</u>	<u>10'</u>	<u>20'</u>	<u>25'</u>	<u>25'</u>	<u>25'</u>
<u>Min. Interior Side Yard*</u>	<u>10'</u>	<u>10'</u>	<u>10'</u>	<u>15'</u>	<u>15'</u>
<u>Min. Rear Yard</u>	<u>10'</u>	<u>10'</u>	<u>20'</u>	<u>20'</u>	<u>20'</u>
<u>Min Lot Width*</u>	<u>80'</u>	<u>50'</u>	<u>100'</u>	<u>130'</u>	<u>130'</u>
<u>Bldg. Coverage Max.</u>	<u>55%</u>	<u>45%</u>	<u>25%</u>	<u>25%</u>	<u>25%</u>
<u>Max. Height Principal Structure</u>	<u>28'</u>	<u>28'</u>	<u>35'</u>	<u>35'</u>	<u>35'</u>
<u>Max. Height Accessory Structure</u>	<u>28'</u>	<u>28'</u>	<u>35'</u>	<u>35'</u>	<u>35'</u>
<u>*Side setback and min. lot width does not apply to townhome and multi-family shared walls.</u>					

8. COMMUNAL KITCHEN: Public comment provided at the 8/8/22 public hearing suggested not requiring a communal kitchen when dwelling sites DO NOT have hookups. P&Z staff feel strongly that a bare minimum communal kitchen with potable water should be provided when hookups are not provided to individual dwelling sites, to ensure dignity and quality of life. Folks may be living in temporary situations, but may still want the option to provide a meal for themselves and not solely rely on eating out. The ADO concept is meant to ensure basic needs while also being flexible enough to allow various types of dwellings to exist.
 - a. At a bare minimum, a covered area (outdoor or indoor) with a sink basin with potable water, a washable surface to act as a countertop, and a gas grill or stove top can constitute a "communal kitchen".
9. ONE RESTROOM REQUIRED: Public comment suggested that at least one restroom should be required for all ADOs regardless of whether individual site hookups are provided. Staff agrees with this, but one caveat has been added based on Commission member input – that for smaller ADO's where there are 5 or less dwelling sites and hookups are provided, a restroom would not be required.
10. EXPIRATION or LAPSE OF APPROVAL: ADO District approval shall expire and be void unless a site plan is approved for the development within 6 months of ADO District approval, and if certificate of occupancy is not issued within two years of ADO District approval. This seems like a reasonable amount of time, as no subdivision approval is required, only Site Plan, which is administrative.

Attachments:

1. ADO Ordinance
2. Draft Code
3. UTMP Map
4. GWSSA Fact Sheet
5. Public Comments

GRAND COUNTY, UTAH
ORDINANCE NO. _____(2022)

**AN ORDINANCE AMENDING THE GRAND COUNTY LAND USE CODE BY
AMENDING ARTICLE 4 (SPECIAL OVERLAY DISTRICTS) TO
ESTABLISH CHAPTER 4.9, AN ALTERNATIVE DWELLING OVERLAY
(ADO) DISTRICT PILOT PROGRAM**

WHEREAS, Utah Code § 17-27a-102 enables a county to enact all ordinances, resolutions, and rules and various forms of land use controls and development agreements that the county considers necessary or appropriate for the use and development of land within the unincorporated area of the county;

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

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

WHEREAS, the cost of housing in the Moab Area has become increasingly unaffordable, as the median home listing price was \$792,000 in June 2022, trending up 85.5% year-over-year,¹ and the median home sales price as of May 2022 was \$694,000,² which is unattainable for the Grand County annual household median income of \$56,639³;

WHEREAS, in July of 2022, out of 293 known rental units (excluding senior housing) in the Moab area, only seven (7) were currently available to rent, and out of those, five were 3-bedroom homes averaging a rental rate of \$4,000/month, and there were at least 50 residents on waitlists for various apartment complexes;⁴

¹ Utah Association of Realtors

² Utah Association of Realtors. Local Market Updates by County. (May 2022)

³ Census.gov

⁴ Moabhousing.com and Zillow

WHEREAS, as of August 2022, Grand County had an estimated 165 adults and 98 children experiencing homelessness at some point throughout the year;⁵

WHEREAS, the lack of attainable housing can result in homelessness, undesirable living conditions, lack of funds available for other basic needs, and a decrease in the quality of life for Grand County workers and their families;

WHEREAS, according to a survey conducted by the Grand County Economic Development Department in 2021, 82% of employers reported the lack of attainable housing limited their ability to fully staff their company, and 65% reported having lost employees due to the housing shortage⁶;

WHEREAS, many employers in Grand County are unable to hire and retain employees because of the lack of attainable workforce housing;

WHEREAS, the County desires to amend LUC Article 4 (Special Purpose Overlay Districts) to establish an Alternative Dwelling Overlay District as a pilot program for a period of one year from the date of adoption, or for up to 300 dwelling units, whichever comes first, in order to provide opportunities for workforce housing;

WHEREAS, on August 22, 2022, after a public hearing, the Planning Commission voted unanimously to forward a favorable recommendation to the County Commission to amend LUC Article 4 to establish an Alternative Dwelling Overlay District;

WHEREAS, on September 20, 2022, the County Commission held a public hearing to solicit public comment regarding the proposed amendments; and

WHEREAS, the Commission has determined it is in the best interests of the public to implement a pilot program to permit Alternative Dwelling Communities;

⁵ Moab Valley Multicultural Center data

⁶ Grand County Economic Development Department, Moab Area Employee Housing Survey (2021)

NOW, THEREFORE, BE IT ORDAINED that the Grand County Commission does hereby amend Article 4 of the Grand County Land Use Code by adopting new Chapter 4.9 as follows:

See Exhibit A

APPROVED by Grand County Commission in a regular public meeting on _____, 2022 by the following vote:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

Grand County Commission:

ATTEST:

Jacques Hadler, Chair

Gabriel Woytek, Clerk/Auditor

EXHIBIT A

Disclaimer: This is a draft version of the LUC Code update to Article 4 (Special Purpose Overlay Districts) – Further revisions may be warranted during the public meeting. A final version will be posted after the public meeting.

4.9.1 Purpose

The Alternative Dwelling Overlay (ADO) District provides local workforce housing opportunities by allowing different types of non-traditional housing on a single lot to support market needs while respecting the character of existing neighborhoods and residential zones. The ADO is intended to designate areas for much needed workforce housing, which in turn, supports local businesses and the local economy. Short term accommodations are not a permitted use within an approved ADO development.

4.9.2 Applicability

Alternative style dwellings, while part of the Grand County economy and tradition, are not appropriate in all areas of the County. ADO Districts should be applied to parcels where appropriate and compatible with adjacent land uses and neighborhoods. The regulations set forth in this section may be applied to real property located within Grand County, codified in this section upon application to and approval by the County Commission pursuant to the provisions herein. This overlay district is being offered as a pilot program and will expire upon *[insert date]* or when 150 dwelling units have been approved.

When approving or denying an ADO District application, the Commission shall consider and make findings related to 1) the relative availability of workforce housing and Affordable Housing, as defined in Article 10 of the LUC, as compared to the Fall of 2022 and current conditions, according to housing indicators tracked by Planning & Zoning Department (when available); and 2) impacts the proposed development may have on adjacent land uses and neighborhoods, the overall design of the proposed development, according to the following criteria:

1. Traffic impact - as a general rule, ADOs should be limited to parcels with main egress and ingress located on an arterial or collector street per the Unified Transportation Master Plan (see Exhibit A), ~~unless a traffic study determines the project will have minimal impact on the neighborhood;~~
2. Commute time: Location of ADOs should be within 12 mile to work centers and commercial nodes;
3. Historic use of the subject property, including a historic use of alternative dwellings;
4. Compatibility with the existing community characteristics, existing density, or future land use designation;
5. Impact on Water resources as compared to a single family dwelling development with equivalent number of housing units, as data is available.
6. Overall design of the proposed development, including site design, landscaping, active open space provided, any amenities included, such as storage spaces, or other communal spaces.

Upon approval, and subject to all applicable zoning regulations, the development agreement and master plan shall control development of the applicable real property.

4.9.3 Identification on Zoning Maps

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

4.9.4 Occupancy Standards

All ADO developments shall comply with the following occupancy requirements:

- 1) Overnight accommodations are strictly prohibited in ADO districts. The County reserves its full civil and criminal remedies when enforcing illegal Overnight Accommodations.
- 2) Alternative Dwelling developments shall be occupied for a period of 630 consecutive days or more,
- 3) ~~less than 60 days by seasonally employed persons with proof of employment from a local Grand County business, in the form of a paystub or (?)~~
 - a) ~~Property owners shall maintain a log of tenants which tracks their eligibility as local workforce, the County will periodically perform audits.~~

4.9.5 Development and Use Standards in ADO Districts

The ADO District standards ensure that Alternative Dwelling developments are designed in a manner that addresses the impacts and the increased service needs they generate, including but not limited to traffic, noise, weed control, wastewater management, code and law enforcement, and emergency medical services

An ADO is defined as containing 4 or more dwelling sites for use as Long Term Rentals for local residents and workforce. Unless otherwise specified below, all development in an ADO District shall comply with the development standards of the underlying zoning district. Uses allowed in the ADO Districts shall be as specified in the underlying base district together with permissible Alternative Dwellings. Accordingly, Alternative Dwelling developments shall be allowed to incorporate new residential and commercial uses otherwise allowed by the underlying base district within allowable lot coverage percentages of the underlying zoning district.

A. Public Utility Service and Wastewater Management.

1. ADO developments shall be served by public water and sewer facilities ~~or State approved well and septic systems~~, as follows:
 - a. For ADOs over 5 sites, at least one restroom shall be constructed on site to serve the development,
 - b. Each dwelling site shall have hookups to water, sewer, gas and electric, otherwise shared common facilities shall be provided per the minimum State Health code requirements,
 - i. Sites without utility hookups shall provide at a minimum, sufficient number of bathhouses (with showers) and a covered communal kitchen, with a wash / sink basin, a utility surface / countertop, and a gas grill or stove top for cooking,
 - c. A potable water supply shall be provided within 200 feet of dwelling sites, and can be located in the communal kitchen, with a sink basin.
2. ADO developments should incorporate water-wise features in the development, including greywater re-use for landscaping, bioswales, drought-resistant plant and tree species, xeriscape landscaping design, and minimal turf.

B. Height, Density and Scale

1. The minimum lot size for an ADO development is 0.5 acre.
2. Dwelling sites required area:

- a. Dwelling Sites shall be a minimum of 600 sq. ft and no larger than 1,200 sq.ft.
 - b. Each dwelling site shall be at least 20 feet in width
3. There shall be a minimum of 5' distance from any other structure or Mobile Unit on site.
 4. The number of units permitted on a parcel shall be determined by the maximum building coverage* (as defined in this section) allowed in the underlying zoning district or the maximum number of units determined by the County Commission, whichever is less.
 - a. *Building coverage per this section shall mean, the total square footage of **dwelling sites** along with all other structures (common facilities).

C. Site Configuration, Internal Circulation, and Parking

1. Sites should be located to take advantage of passive solar design and use of existing shade.
2. All development must fit the topography of the property (building that steps with terrain). No mass grading or grading of a flat building envelope is permitted. If any grading is necessary.
3. One off-street parking space per dwelling site is required to mitigate impacts on adjacent land uses and neighborhoods. Parking may be consolidated or grouped in designated areas on site. Covered parking may be provided on site.
4. ADO developments shall have an internal driveway not less than 16 feet wide. Proposals that provide a circular driveway, instead of a dead end, will be given preference. A cul-de-sac or hammerhead turnaround shall be provided for any dead end driveway length over 150'.
5. Each site shall be arranged so that all dwellings have access to the internal driveway. The interior driveway shall be properly drained; have a durable dust-free, all weather surface of gravel, compacted road base, or asphalt.
6. Each site designated for Tiny Homes on a chassis, RV's, travel trailers, or camper vans shall provide an improved surface, with compacted road base or gravel.
7. Any dwelling not on a chassis, will require a foundation and a building permit.

D. Common Space, Landscaping and Screening

1. ADO developments shall incorporate into their site plan Active Open Space such as a pocket park, community garden, playground, picnic space, or other dedicated landscaped area accessible to the residents. This space shall be at a minimum 5% of the parcel size or at least 1,500 square feet, whichever is less.
2. Screening shall be provided for common area trash receptacles, or other equipment storage.
3. ADO property owners shall maintain a weed-free landscape.
4. Native plants existing on the property shall remain on site, either by preserving their existing location or relocating somewhere else on the property (even as a result of necessary grading).
5. One tree, shrub or bush of a species suitable for the area (low water usage and native species) shall be provided for each dwelling site (Existing trees on the site may be used to satisfy this requirement).
6. On-site trails and trail connections identified in the Grand County Non-Motorized Trails Master Plan that are either existing or planned, shall be placed in a public easement.

F. Dwelling Design

1. Air conditioning units and similar mechanical requirements should be avoided on rooftop locations, and fully screened from view.
2. Plastic or vinyl awnings are not permitted. Awnings must be of solar stabilized materials.
3. Structures on site shall be constructed of durable primary materials such as stone, brick and earth derived materials; wood lap siding; fiber cement board lapped, shingled, or panel; metal siding; glass; or engineered stone.

4.9.6 ADO District Application

A. Procedure. An ADO District application shall be reviewed and approved in accordance with the procedures of Section 9.2, Text and Zoning Map Amendments (Rezoning), and shall be considered to be a Zoning Map amendment.

B. Application. A developer shall submit an ADO District application with the information contained in Section 9.2 together with a development agreement and master plan as follows:

1. The development agreement shall include the following information:
 - a. Legal description of the property;
 - b. A statement describing the proposed development of the property by gross acre; number of dwelling sites, types of dwelling units, common facilities, Active Open Space, and other related development features as proposed by the developer or requested by the County;
 - c. All other required components of the development agreement outlined in Section 4.9.4 local occupancy requirements; and
 - d. Which provisions, if any, supersede and replace conflicting provisions in the LUC pursuant to Utah Code § 17-27a-528;
2. The master plan shall include the following information:
 - a. Legal description of the property;
 - b. Identification of all proposed land uses including number and types of dwelling units and any non-residential uses;
 - c. Development envelope indicating compliance with underlying zone setbacks;
 - d. Location and dimensions of each dwelling site and corresponding parking spaces proposed on the property;
 - e. Location of common facilities, such as bathhouses, communal kitchen or other accessory structures or amenities;
 - f. Identification of site planning features, including landscaping (trees, bushes and shrubs), open space and public easements for trails and trail connections, if any, and location of bioretention and biofiltration swales;
 - g. Identification of sensitive lands within or adjacent to the proposed development and how the development's impacts will be mitigated, including but not necessarily limited to the following:

- i) Public drinking water supply watersheds (recharge areas for the aquifer in the Glen Canyon formation);
- ii) Floodplains and natural drainages;
- iii) Slopes in excess of 30 percent; and
- iv) Significant geological, biological, and archaeological sites;

h. ADO notes shall be included on the Master Plan, in the Development Agreement, and within a restrictive use covenant that shall be recorded along with the Master Plan, as follows:

All ADO developments shall comply with the following ownership and occupancy requirements:

- i) Overnight accommodations are strictly prohibited in ADO districts. The County reserves its full civil and criminal remedies when enforcing illegal Overnight Accommodations.
- ii) Alternative Dwelling developments shall be occupied for a period of 630 consecutive days or more.
- iii) ~~less than 30 days by seasonally employed persons with proof of employment from a local Grand County business, in the form of a paystub or (?)~~
- iv) ~~Property owners shall maintain a log of tenants which tracks their eligibility as local workforce, the County will periodically perform audits.~~

C. Approval. Application for an ADO District is a rezone request, and as such shall adhere to the procedures outlined in Section 9.2 Text and Zoning Map Amendments, The Commission is the decision making authority. The decision to approve or deny an ADO rezone shall be based on findings of fact related to the Applicability Criteria in section 4.9.2.

D. Recordation. The developer shall record the development agreement and master plan and restrictive use covenant in the real property records of Grand County, Utah, prior to issuance of a building permit for any unit within a site plan approved hereunder. Once approved, the development agreement and master plan may not be amended or modified without reapplication to the County.

E. Effect. Review and consideration of an ADO District application is a discretionary legislative decision. Further, approval of an ADO District application does not constitute site plan, preliminary plat, or final plat approval. Rather, such approval shall be deemed approval of permission to develop under the standards of this section and the master plan.

F. Lapse of Approval. The ADO District approval shall automatically expire and be void unless a site plan is approved for the development within 6 months of ADO District approval, and if certificate of occupancy is not issued within two years of ADO District approval. An extension of up to 6 months from

G. Conflict. In the event of conflict between the provisions of Section 9.2 and this Section 4.9.6, this section shall control.

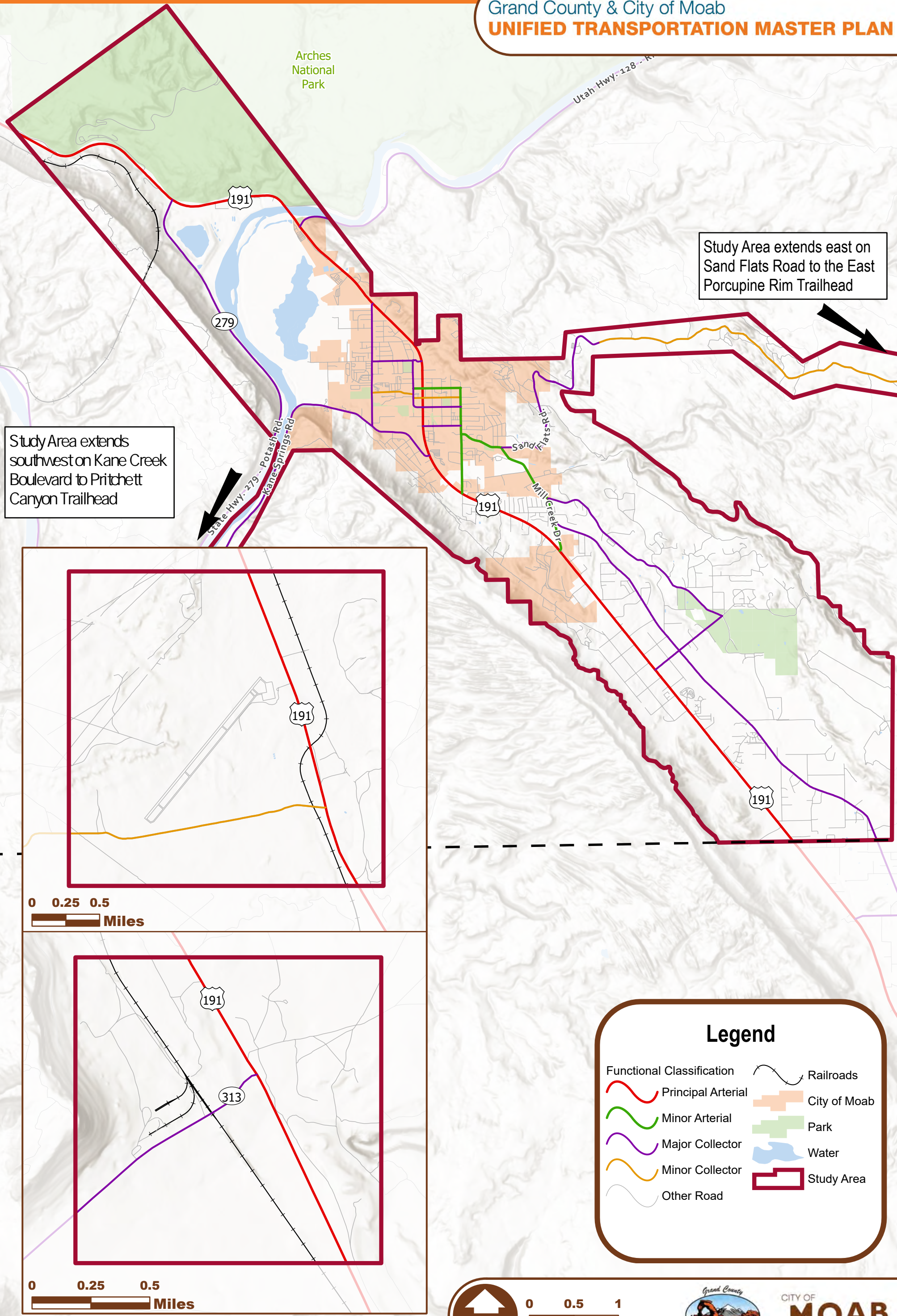
4.9.7 Expiration of Alternative Dwelling Overlay Ordinance

The ordinance codified in this section shall automatically expire after 150 ADO units have been approved or after one year, whichever occurs first. A record of the number and location of ADO units approved shall be kept on file within the Planning & Zoning Department at all times.

4.9.8 Enforcement.

- A. **Penalties for Violation.** As more particularly set forth in Section 1.9, Penalties for Violation, any person, firm, entity, or corporation violating any provision or failing to comply with any provision of this section shall be guilty of a Class C misdemeanor. Fines of up to \$10,000 per violation, per day may be assessed if illegal overnight accommodation activity does not cease and desist.
- B. **Legal Action.** In addition to the remedies set forth in Section 1.9, the County may institute any appropriate legal actions or proceedings necessary to ensure compliance with this section, including:
1. Actions to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval;
 2. Actions to recover from any violator of this section civil fines, restitution to prevent unjust enrichment, and/or enforcement costs, including attorney fees;
 3. Actions to seek judicial enforcement of such fines, restitution and costs, including judgment liens and foreclosure; and
 4. Any other appropriate action for unlawful detainer, injunctive relief or damages.

Grand County & City of Moab
UNIFIED TRANSPORTATION MASTER PLAN



Study Area extends southwest on Kane Creek Boulevard to Pritchett Canyon Trailhead

Study Area extends east on Sand Flats Road to the East Porcupine Rim Trailhead

0 0.25 0.5
 Miles

0 0.25 0.5
 Miles

Legend

Functional Classification	Railroads
Principal Arterial	City of Moab
Minor Arterial	Park
Major Collector	Water
Minor Collector	Study Area
Other Road	



0 0.5 1
 Miles



Figure 10. Functional Classification



Alternative Dwelling Overlay Fact Sheet

Impact fees for RV, tent, or cabin sites

Water Impact Fee Per Site = \$2,824.21

Sewer Collection Impact Fee Per Site = \$1,610.81

Sewer Treatment Impact Fee Per Site = \$1,070.00

TOTAL IMPACT FEES DUE AT TIME OF PERMIT = \$5,505.02*

*Please note we do not accept credit cards for impact fee payments

Monthly rates for RV, tent, or cabin sites

Culinary Water Monthly Rates

- Existing Residential Meter + one site = \$32.00/month.
Additional Sites = \$10.25/month/site
- Commercial = Between \$26.75 - \$669.00/month depending on meter size regardless of number of sites.

Sanitary Sewer Monthly Rates

- Existing Residential + one site = \$61.00/month
Additional Sites = \$30.50/month/site
- Commercial = Between \$38.00 - \$108.00/month depending on number of sites plus \$10.51/month/site

FAQ

- Q. Do I have to pay the monthly rate even when my site is vacant ?
- A. Yes. Per GWSSA policy, monthly base rates are charged year-round, regardless of occupancy.
- Q. Can I use my existing water meter and sewer connection?
- A. Yes. You will not be required to install separate connections for the sites, however, you may be required to upsize your existing water and sewer services if the number of sites exceeds the capacity of your existing connections.
- Q. Can I get my money back if I change my mind?
- A. Yes and no. If you do not to install the improvements within a year, the impact fees are refundable upon request. Once the improvements are installed, impact fees are not refundable. Please see Section 1.35 of the GWSSA Utility Billing Rules available at www.grandwater.org for more information.

Grand County Planning Commission and Staff,

I have a lot of thoughts, ideas, opinions, and questions regarding the creation of long term camping solutions in the county. I attended the community workshop last week and voiced some of them and I thought it may be easiest to submit a document detailing things both from the meeting and more. (If the current edition of the LUC writing has been updated since Wednesday, I have not had a chance to review it so some of these points may have already been considered and/or incorporated.)

1 - First thing I want to address is the idea that people have brought up of allowing RV's to be considered as ADU's. We all know the building inspector is against this. I want to give some insight from my professional experience why RV's should never be considered for ADU's.

RV's are not built to a code that allows specifically for long term permanent living which is why they are called Recreational Vehicles. They are built to codes that don't conform to building code standards. With an ADU, the building has to be held to certain standards or it isn't allowed to be lived in. The problem with RV's is that the definition of an RV is too broad, encompasses tons of different types of builds, and they do not hold up to longevity like a permanent structure. I have personally seen RV's with rotted out floors and walls, missing doors and windows, lacking heat and A/C, no usable plumbing inside for sanitary or cooking purposes, and others with features falling apart or missing. Tent trailers and the like are considered RV's as well and I have seen home-made RV's built with no building code in mind. I have seen ambulances, semis, and school buses converted into RV's as well. The point I make is that there is no way to regulate the style, type, age, condition, usability, functionality, and aesthetic pleasure of an RV so to allow that unknown type of structure to be used in a residential ADU situation would not be a good thing in my opinion. It causes headaches for neighbors, health department, and others to constantly have to monitor and respond to complaints about the living situation that an RV ADU would create. Granted some home owners would use lots of discretion in allowing certain people to live at the property but not all home owners because sometimes the income is more important than the complaints they would receive. It just doesn't seem reasonable and functional to allow this type of use as an ADU with all the issues that it brings.

2 - Here's a question, if you don't require a bathhouse to be built as part of the approval of long term camparks, where are the Van-lifers, tent campers, and RVers without usable plumbing going to go? If it is a volunteer option, then most if not all would probably deter the costs of putting them in. My long term park in San Juan County, and Dan Stott's Contractors Roost as far as I know, do not provide facilities to tenants. I provide no public bathrooms, showers, or laundry. Everyone has to be self contained. So without a requirement for bathrooms and showers to be built on site, anyone who wasn't self contained would still have to rely on other businesses to do their businesses. They gain a place to sleep but can't utilize the water and sewer hookups that are provided. The other option is that anyone not-self contained gets denied residency at the long term park and are left to camp illegally or on public lands still. Does this accomplish the goals of the LUC?

3 – I brought this up at the meeting but is the LUC concerning these development going to have specific property zones or zoning attached to it so property owners know if they can apply for the use? In addition to that, are we going to consider these types of developments in any/all residential zones. The density is much higher than allowed density for residential zones so is that going to become a detriment to neighborhoods, ie traffic, noise, smell (sewer smell), etc. I mention smell because sewer smell from the RV itself or the sewer hose can be an issue to consider. Sewer hoses sun rot, dripping and spilling sewer isn't uncommon given the year and condition of the RV

4 – RV Parks/Campgrounds are usually considered commercial businesses given their nature and non-allowance to have RV's considered as dwelling units. Are we going to consider them businesses? Will they require business licenses? Will properties have to be upzoned to commercial to allow for them to be built? Will property taxes be adjusted like all other Camparks in operation?

5 – I completely disagree with the idea of having an Overlay District as the process for approval. There is too much subjectivity given as to whether a property owner can do it or not. For instance, property owner on street A applies and gets approval for max density for his acre of property. His back fence neighbor loves the idea and applies for the exact same density on his acre but he lives on street B and his neighbors don't like it so he gets denied. There is no difference in the property rights of each individual and yet one gets denied because some people voice out against him. This will lead to spot zoning and isn't fair for property owners or potential property owners looking at land in Moab.

6 – If you do conditional use as the way to approve it, could you set a CAP on allowed units initially to make sure that people do build stuff out in a timely manner and see what the effects are as well as what the supply and demand are? Conditional use is still monitored for compliance so property owners would still be under some control as far as operations and compliance.

7 – I think 8 units per acre is a good density. A lot of RVers that live full time across the country buy larger RV's – 40 foot is not common. A 30' x 40' RV site meets the 1200 sq ft size that is mentioned in the county. I recommend this be the minimum size. What I have found is that resident RVers (9+ month stays) tend to have a lot of stuff. I have year round residents that have lived in Moab for decades and several seasonal workers that come for up to a year. Some have multiple vehicles, toy trailers, cargo trailers, side by sides, etc. They aren't just there for a few nights and then leave so ample space is nice to have.

8 – I don't think that there should be any allowance for under 30 day stays in the language of the LUC. Personally, I think guide services and business can afford the rent payment for a monthly slot even if they only have workers on the weekend. I have standing rental agreements with some businesses that pay for the spot whether it is occupied or not because if they have an immediate need for housing, they know they have something. I also have a hotel that stages their own fifth wheel in a spot. They use this as a jumping off point for employees. New workers may live in the trailer for weeks or months until more suitable or permanent housing becomes available. If a business is paying \$500-\$800 a month for a long term spot, that is equivalent to 5-12 days in a nightly rental RV park here or 3-8 days in a hotel. The businesses can make it work financially without having to cause monitoring problems for the code compliance officer to monitor

9 – I also don't think that nightly rental situations will be too much of an issue. Right now it is a complaint based system so I feel like the other residents of the long term park would be immediate to disclose suspicious activity of rentals. I know my on site managers are always talking to our residents and seeing/understanding any issues that are observed by anyone.

10 – I am also not for property owners being managed by a county or housing authority for compliance for long term rentals. I do see how there could be some advantages taken especially by non-local owners though. I think locals, especially businesses, could and would use this tool quickly and efficiently to supply support for each other. The down side would be for non-local corporations buying up land and charging large rents to make huge profits off of our work force. I don't know how you can stop any of that from happening. I know people like Dan and I do it strictly to help housing options. Both of us could be making a lot more money doing what we do but it isn't always about the money for the right people. I could actually rent my spots nightly but I choose not to because I know housing is needed so bad and its frankly a pleasant type of business to operate.

11 – I think a tiny home needs to be defined very thoroughly in this discussion. I have seen it thrown around a lot and with several different meanings, pictures and structures. A tiny home as far as I know is a type of RV. It has wheels and is transportable. Some may have higher levels of building standards but not all. At the community meeting, I saw pictures of "tiny home" kit builds from like Home Depot and such. There are many types of structures out there that can be considered for these types of developments and I urge there to be strong meaningful definitions incorporated to allow for full transparency and understanding. Are they all RV types or are some built to county building code? Are some permanent structures? I do not allow for permanent structures in my long term park because it is a month to month contract and if I need to evict someone, I want to be able to have them out by the end of the month without having to demo a building that they built.

12 - Right now, I realistically don't see any NEW units coming on line until spring 2023. I think that gives a little bit of time to get this code written out efficiently instead of pushing incomplete code and trying to fix it later. We know that Planning has tons of other projects on board to work on so spending time on this and getting it close to right as possible would be the route I think should be taken since coming back to it in the future could be years out. Once a property owner chooses to do it, I would say a couple months of engineering and potential approval process will have to take place, just like a small subdivision. Then construction will commence which would take 3 weeks – 8 weeks or more depending on how many sites the plan calls for and how big the construction company is. Bill Winfield built 11 sites for me in about 7 weeks for instance after I had the building permit in hand. This does take a commitment from the property owner financially. I had to pay Rocky Mountain Power to upgrade my properties transformer on the street. I signed a new contract with Rocky Mountain Power for the additional power and my demand charge increased so even if I don't have full occupancy, I have higher utility bills. There are permit costs, engineering costs, materials and construction costs, impact fees, and more. I don't think we need to make it super complicated for property owners to seek this kind of use approval but we need to make sure our LUC is clean and descriptive so we get the type of development we want. On the flip side, I don't think we need to financially compensate property owners to build these types of units (No tax breaks or waivers). If Dan and I build them on our own free will because we understand supply and

demand, then others can take the same risks. I am waiting to bring 20 or more units online in the next 6 months if everything goes well.

My final comment might be offensive to some, but I just want to point out that this Grand County government is partly to blame for the whole long term camping problem. With the nightly rental moratorium and continued unwillingness to allow more campgrounds to be approved to meet current demand issues in the county, the prices of nightly rental campgrounds has reached crazy expensive levels. That brought in investment corporations that have bought out almost all local commercial RV Parks and campgrounds but mine. Those corporations are here just for the money and most of them have ceased doing long term rentals because they make more money on the profitable nightly rental stuff (I dare say 50+ long term units have ceased to operate in the last few years). There are also existing properties that have ditched the local long term renters in exchange for nightly rentals since their trailer park property was given the OAO zoning during the moratorium. I have taken on several evicted locals from those other properties over the years. Hopefully this LUC addition will find positive traction in the county to quickly reinstate the losses we have seen over the last couple years.

Reed Pendleton
Moab, Utah



Elissa Martin <emartin@grandcountyutah.net>

[Planning] Anna completed Community Housing Forum Survey !!!

'Grand County' via Planning2 <planning@grandcountyutah.net>
Reply-To: Grand County <notifications@engagementhq.com>
To: planning@grandcountyutah.net

Wed, Aug 3, 2022 at 3:38 PM

Anna just submitted the survey Community Housing Forum Survey !!! with the responses below.

Where is your long term residence

Grand County - Moab Area and Spanish Valley

Choose one

I own my home/property

What zoning district do you reside in

Unknown

Choose all that apply

Are you employed by a Grand County or Moab company?

After learning about the proposed Alternative Dwelling Communities initiative, what is your overall opinion?

Love it, we need this type housing in Grand County, let's do this!

What are your biggest concerns about Alternative Dwelling Communities being allowed? (rank 1 to 3, one being the biggest concern and 3 by your least concern)

Increased Traffic
Increased density will affect rural character/feel
Increased Noise

We would love to hear any additional comments or concerns that you may have. Please provide those below

Concerned about they type of housing. Currently have a car camping situation that is not managed near me. Do not want to see more of those, because it means more transient people passing through my neighborhood who don't always respect noise etc. would like spaces like this to be managed properly, not like a party scene, dirtbag scene next door. All these alternative dwelling need to be planned with purpose, intention to make and keep the neighborhood/building beautiful and rural-like. These types of neighborhoods need to be able to build community. They need gardens, small parks, space for small families, ability to walk around. No apartment complexes. Real (small) homes that people can see themselves living in for years. Most people just want a small piece of land to put love into. A patio, small patch of yard/flowers/garden. Something to enjoy and invite a friend over to enjoy. Even car camping needs to have this. I envision people taking advantage of these new types of dwellings and trying to fit as many people as possible onto a dirt lot, not cool. If it's a parking spot they need, make sure it come with a tiny plot of land to garden/grow things. Something that connects them to the land.

After hearing the information related to Long Term Camparks and Alternative Dwelling Communities...if you own property that you believe would be a great fit for this use, please provide the property's address, parcel number or location and contact information so we can evaluate and reach out if needed. The Planning Department is currently compiling a list of prospective locations where property owners are interested in developing this use.



Elissa Martin <emartin@grandcountyutah.net>

[Planning] Dan Stott completed Community Housing Forum Survey !!!

'Grand County' via Planning2 <planning@grandcountyutah.net>
Reply-To: Grand County <notifications@engagementhq.com>
To: planning@grandcountyutah.net

Thu, Aug 4, 2022 at 11:06 AM

Dan Stott just submitted the survey Community Housing Forum Survey !!! with the responses below.

Where is your long term residence

Grand County - Moab Area and Spanish Valley

Choose one

I own my home/property

What zoning district do you reside in

Commercial Zoning

Choose all that apply

Are you a business owner who employs more than two employees?

After learning about the proposed Alternative Dwelling Communities initiative, what is your overall opinion?

Love it, we need this type housing in Grand County, let's do this!

What are your biggest concerns about Alternative Dwelling Communities being allowed? (rank 1 to 3, one being the biggest concern and 3 by your least concern)

No Answer

We would love to hear any additional comments or concerns that you may have. Please provide those below

My only concern is future ability to use property as Nightly rentals. Make Plentlies severe enough that property owners won't think about renting nightly.

After hearing the information related to Long Term Camparks and Alternative Dwelling Communities...if you own property that you believe would be a great fit for this use, please provide the property's address, parcel number or location and contact information so we can evaluate and reach out if needed. The Planning Department is currently compiling a list of prospective locations where property owners are interested in developing this use.

Contractor's Roost Rv Park [2380 S Highway 191](#) Dan Stott 435-260-1413



Elissa Martin <emartin@grandcountyutah.net>

[Planning] gary wilson completed Community Housing Forum Survey !!!

'Grand County' via Planning2 <planning@grandcountyutah.net>

Fri, Aug 5, 2022 at 9:43 AM

Reply-To: Grand County <notifications@engagementhq.com>

To: planning@grandcountyutah.net

gary wilson just submitted the survey Community Housing Forum Survey !!! with the responses below.

Where is your long term residence

Grand County - Moab Area and Spanish Valley

Choose one

I own my home/property

What zoning district do you reside in

Rural Residential

Choose all that apply

Are you employed by a Grand County or Moab company?

After learning about the proposed Alternative Dwelling Communities initiative, what is your overall opinion?

Overall against this idea, but would be okay with this type of housing in Commercial zoning districts

What are your biggest concerns about Alternative Dwelling Communities being allowed? (rank 1 to 3, one being the biggest concern and 3 by your least concern)

Increased Noise

Increased Traffic

Increased density will affect rural character/feel

We would love to hear any additional comments or concerns that you may have. Please provide those below

this has no overlay map, so where does it apply. The plan changes all land use designations in the general plan just published. Density listed in the master plan all goes away. How can this be viewed as anything but degrading the character, value, and quality of life if this is allowed in residential areas. The idea of low cost housing is questionable, I would guess these rv lots will have to rent for hundreds a month to cover taxes, development, water, sewer, etc. I for see people buying a 1 acre lot and 8 rv units installed, renting them out at current market value. RV units are not designed for long term use, and in my opinion are the most wasteful in terms of heating a cooling a residence there is. How could the county enforce this? Seem there are many illegal rv units already. I think this would work in a commercial zone or such -- never residential. In the current form I oppose this, it is to vague.



Elissa Martin <emartin@grandcountyutah.net>

[Planning] concerned citizen completed Community Housing Forum Survey !!!

'Grand County' via Planning2 <planning@grandcountyutah.net>
Reply-To: Grand County <notifications@engagementhq.com>
To: planning@grandcountyutah.net

Fri, Aug 5, 2022 at 3:27 PM

concerned citizen just submitted the survey Community Housing Forum Survey !!! with the responses below.

Where is your long term residence

Grand County - Moab Area and Spanish Valley

Choose one

I own my home/property

What zoning district do you reside in

Rural Residential

After learning about the proposed Alternative Dwelling Communities initiative, what is your overall opinion?

Overall against this idea, but would be okay with this type of housing in Commercial zoning districts

What are your biggest concerns about Alternative Dwelling Communities being allowed? (rank 1 to 3, one being the biggest concern and 3 by your least concern)

Increased density will affect rural character/feel
Increased Traffic
Increased Noise

We would love to hear any additional comments or concerns that you may have. Please provide those below

at 4 units per 1/2 acre a person would be able to put in 8 units on an acre, increasing traffic and noise, also diminishing the rural feel of Spanish Valley that is not in the commercial corridor along Hwy 191. when we purchased our property there was a 5 acre minimum, and the rural feel of spanish valley was what we purchased. I believe the density should be kept to the commercial districts or plated subdivisions. putting auxiliary units randomly will devalue peoples property and hurt the rural atmosphere of spanish valley.

After hearing the information related to Long Term Camparks and Alternative Dwelling Communities...if you own property that you believe would be a great fit for this use, please provide the property's address, parcel number or location and contact information so we can evaluate and reach out if needed. The Planning Department is currently compiling a list of prospective locations where property owners are interested in developing this use.

I hope that neighbors to these properties will be able to voice and be heard their complaints and concerns. I have a neighbor who owns an acre with 2 units on it, this will enable him to add 6 more units to the property causing traffic hazards on a dead end street along with other issues. I have no problem with this being developed along 191



Jenna Gorney <jgorney@grandcountyutah.net>

[Planning] Alternative Dwellings meeings

1 me age

K Feary [REDACTED]

Tue, Aug 9, 2022 at 9:49 AM

To: "planning@grandcountyutah.net" <planning@grandcountyutah.net>

Hi,

I attended the meetings on Thursday at Star Hall and yesterday.

I am encouraged by the thinking that has gone into addressing the issue of housing the locals. I like the ideas presented about camp parks and other facilities that would help seasonal employees.

What I find lacking is local housing for professions: medical personnel (nurses), educational (teachers), law enforcement, and first responders. We are losing people who can fill these vacancies in these positions as they cannot find

affordable housing. There is a shortage of apartment complexes that would provide long-term housing at a reasonable rent. Cinema Court is a newest complex but we need more like that.

Please give this consideration in your deliberations about local housing. Thank you.

Karen Feary

Sent from [Mail](#) for Windows



Jenna Gorney <jgorney@grandcountyutah.net>

[Planning] JSB completed Community Housing Forum Survey !!!

1 message

'Grand County' via Planning2 <planning@grandcountyutah.net>

Wed, Aug 10, 2022 at 9:46 AM

Reply-To: Grand County <notifications@engagementhq.com>

To: planning@grandcountyutah.net

JSB just submitted the survey Community Housing Forum Survey !!! with the responses below.

Where is your long term residence

Grand County - Moab Area and Spanish Valley

Choose one

I own my home/property

What zoning district do you reside in

Rural Residential

After learning about the proposed Alternative Dwelling Communities initiative, what is your overall opinion?

Tentative, concerned about impacts to my neighborhood

What are your biggest concerns about Alternative Dwelling Communities being allowed? (rank 1 to 3, one being the biggest concern and 3 by your least concern)

Increased density will affect rural character/feel

Increased Noise

Increased Traffic

We would love to hear any additional comments or concerns that you may have. Please provide those below

I like the idea of clustered housing, tiny house communities, apartments, etc, in the appropriate setting. I do NOT like the idea of RVs or trailers, campers, etc. either in a cluster (unless in a commercial zone) nor do I like the idea of allowing current residential areas with half acre (or more) lots to throw an RV in their backyard, driveway or side yard with or without appropriate hookups. It is not fair to home owners who specifically chose southern Grand County as their home because of the rural character of the neighborhood to be inundated with RVs or trailers.



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [Commission] Comment in Support of Alternative Dwelling Communities and Long-Term Camp Parks

Ali hia Oliver aoliver@grandcountyutah.net

Wed, Aug 24, 2022 at 2 06 PM

To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

Here's another one!

Forwarded message

From: [REDACTED] @grandcountyutah.net <commission@grandcountyutah.net>

Date: Wed, Aug 24, 2022 at 1:59 PM

Subject: [Commission] Comment in Support of Alternative Dwelling Communities and Long-Term Camp Parks

To: commi ion@grandcountyutah.net commi ion@grandcountyutah.net

Dear Grand County Commission Members,

I am in full support of the proposed ordinance to amend Article 4 of the Land Use Code to establish a pilot program for Alternative Dwelling Communities and Long-Term Camp Parks as an Overlay District. I have seen this idea progress over the past few months and am impressed with the work that the Grand County Planning Commission had done to address this issue.

There is a sense of urgency for this to happen, as many members of our community want to live and work in this area either seasonally or long term. Allowing for Alternative Dwelling Communities and Long-Term Camp Parks will benefit local business and give a sense of security for many who chose to live in an alternative way. Thank you for your time,

Crystal Muzik

Moab, Utah

--

Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net



Elissa Martin <emartin@grandcountyutah.net>

[Planning] ADU Communities - Please Consider

Anna S [REDACTED]
To: planning@grandcountyutah.net

Sat, Aug 6, 2022 at 11:51 PM

I am writing concerning Alternative Dwelling Communities.

I own a quarter acre in the valley. I have a small house on my property (~900 sq.ft). I have lived in Moab for six years and have experienced unstable housing situations. I have been fortunate enough to attain property. I would like to use my space to provide for others in our community.

With my property, I have the potential to create multiple ADUs. From my understanding, current zoning allows for one detached ADU and one as part of the main house. I would like to have two detached ADUs on my property. This would allow me to provide housing to two community members.

I would like to provide micro-housing, where these ADUs are between 100-300 sq.ft. which suits the portion of essential transient community members and guides.

I would encourage the consideration of individual community member and their desire to create micro communities on their property. I can't and don't want to create a camp park or a large ADU community. But I have the space to provide a small community. I would like to do my part with my small piece of land.

Thank you,

Anna Sprout



Elissa Martin <emartin@grandcountyutah.net>

[Planning] Public Comment Alternative Dwellings

Mon, Aug 22, 2022 at 10:34 AM

[REDACTED]
To: council@grandcountyutah.net, planning@grandcountyutah.net

I am writing in response to public comment on the Alternative Dwelling issue that is on the table for approval.

While I certainly support tiny home or manufactured home communities or better yet, apartment buildings in the appropriate location, my husband and I both strongly oppose allowing residents to put RVs, campers, tiny homes on wheels and or other makeshift shelters on individual properties even on a temporary basis. Scattering such living quarters over all of Grand County would make enforcement of proper sewage disposal, parking, noise, and lighting all but impossible. It makes no sense to scatter these dwellings in the back or side yard of houses into all the far reaches of this county. Additionally, it is unfair to the many residents who chose a more rural setting on half an acre or more to suddenly have RVs parked in neighboring properties. At one point a neighbor of ours had three RVs parked in his back yard, (which happened to be our front yard) with two of them occupied. Frankly, if I wanted to live in an RV park instead of a nice house in a rural setting, I wouldn't have invested in a nice home in Grand County; I would have bought an RV and moved into a camp park. But that is not the lifestyle we and hundreds of other people chose when they decided to settle in Spanish Valley. Many of the folks out in Spanish Valley have lived here for decades and again, it is grossly unfair to spoil the rural setting they have spent a lifetime enjoying. Increased density and the destruction of rural settings also lowers property values for those same people should they decide to sell. In finding solutions to the housing problems, you have to be as attentive and empathetic to the quality of life of those who have lived here for decades as you do to those who have moved in more recently or even temporarily. There seems to be an imbalance in this regard with many public officials putting the quality of life for car/van dwellers ahead of anyone else. Many people choose van life and the kind of freedom it offers and wouldn't move into a community setting if given the chance unless they could live in their van AND have some amenities, but I don't think there is anywhere but a camp park appropriate for that situation. And do you believe that many of the people that you are trying to rehome can afford to pay rent for an alt dwelling or parking spot?

I have also seen an emphasis on houses and rarely heard "apartments" used when discussing housing. Many, many people aren't ready to own a home or even rent a home. They want a suitable studio or one bedroom apartment. Why must all the emphasis be on homeownership, especially at a time when interest rates are rising at a pace that will price out many buyers? I also recognize that we are looking at housing for teachers, nurses and law enforcement, but many people move to Moab and discover it's not quite for them. Plus, it appears we are making good progress on this population and those who want to stay in Grand County with projects like Arroyo Crossing and Community Rebuilds homes. I think we need more properties like Cinema Courts. The perfect location for such a project would be the site of the old Red Rock Elementary school, which has stood empty for far, far too long and should be sold or given up by the school district for housing. If this "alternative dwelling" proposal is, indeed, temporary, then why not negotiate with the school district to use this property temporarily? It would make enforcement easy and if it's "temporary" it wouldn't restrict the school district from selling the property down the road. In my opinion it's kind of immoral to have that piece of property sitting there for tourists to unload their side by sides or bicycles on and then ride away when the need for housing is so desperate. Another large tract of wasted land is at the Old Spanish Trail Arena. The giant expanse of lawn out front is never used and could be the site of a great temporary RV or tiny home encampment. Again, if this is truly meant to be a temporary

move, that would be a perfect site. Even the back acreage that falls between Spanish Valley Drive and 191 is largely unused. Why not put a temporary community there instead of all over Grand County? Again, one compact area to enforce appropriate code is easier than valley wide.

Finally, I was told by county officials that they didn't expect many residents would choose to put the alternative dwelling/RV on their property because the paperwork, approval process and fees would be prohibitive. However, I was quoted \$750 as the fee. That is less than one month's rent that could be charged for one alternative dwelling. It's not a disincentive at all.

Please consider removing the ability to put RVs, trailers, huts, yurts or whatever on properties already containing a primary residence on .5 acre. It is not suitable, destructive to the rural setting of Spanish Valley, not enforceable and, quite simply, not fair to those who invested in Grand County and pay ever increasing taxes in Grand County.

Thank you for your service to the community.

Regards,

Janet Buckingham
Spanish Valley



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [Commission] Employee housing crisis

Alishia Oliver <aoliver@grandcountyutah.net>
To: Elissa Martin <emartin@grandcountyutah.net>

Mon, Aug 29, 2022 at 10:09 AM

----- Forwarded message -----

From: **Travis Manuel** <[REDACTED]>
Date: Mon, Aug 29, 2022 at 10:06 AM
Subject: [Commission] Employee housing crisis
To: <commission@grandcountyutah.net>

Dear members of the Grand County Commission,

My name is Travis Manuel. I live in Moab and am employed at Navtec Expeditions. For the past 3 years I have been fortunate enough to procure housing by way of camping at the private property provided by Navtec.

That being said, this seasons proposal to end that form of housing has had us chomping at the bit to find any housing. I find that my solution was the camping I was allowed on said property. However, if that changes then options are limited for people like me. (There are many).

Thank you for you time and consideration on this matter. I hope that we can all work together to come up with a housing solution. Our current location or something similar. If we do not, I fear that many of the city's employees will not be able to come back to stimulate this economy.

Sincerely,

Travis Manuel

--

Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net



Elissa Martin <emartin@grandcountyutah.net>

[Planning] Alex Miller completed Community Housing Forum Survey !!!

'Grand County' via Planning2 <planning@grandcountyutah.net>

Sat, Aug 27, 2022 at 9:28 PM

Reply-To: Grand County <notifications@engagementhq.com>

To: planning@grandcountyutah.net

Alex Miller just submitted the survey Community Housing Forum Survey !!! with the responses below.

Where is your long term residence

Grand County - Moab Area and Spanish Valley

Choose one

I rent a home/room/apartment

What zoning district do you reside in

Rural Residential

Choose all that apply

Are you employed by a Grand County or Moab company?

After learning about the proposed Alternative Dwelling Communities initiative, what is your overall opinion?

Love it, we need this type housing in Grand County, let's do this!

What are your biggest concerns about Alternative Dwelling Communities being allowed? (rank 1 to 3, one being the biggest concern and 3 by your least concern)

Increased density will affect rural character/feel

Increased Noise

Increased Traffic

We would love to hear any additional comments or concerns that you may have. Please provide those below

Growth with in this valley is inevitable and is happening all around us. I really think its important to have a safe place for people to call home. It is clear to me by looking at any gathering of individuals, weather the grocery store, a free concert in the park, a sports game at one of the schools or a church on Sunday morning, that people come in lots of different catagories. To think that the idea of housing is the same for everyone is foolish. When I see the same van camped at a city park or the library all summer long it bothers me. Especially if an extension cord is running to a public building. We should create multiple, "non-traditional" places for people to call home and sleep safely. I believe the literature you've created thus far is a great starting point, and we need to start. The future is unpredictable but the present is very real.



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [Commission] Workforce housing

Alishia Oliver <aoliver@grandcountyutah.net>

Mon, Aug 29, 2022 at 11:22 AM

To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

----- Forwarded message -----

From: **Josh Panchision** <[REDACTED]>
Date: Mon, Aug 29, 2022 at 11:21 AM
Subject: [Commission] Workforce housing
To: <commission@grandcountyutah.net>

Hello.

My name is Josh Panchision and I am a 4th year guide for Navtec Expeditions and year round resident of moab that stays down at the private property that belongs to John Williams, the owner of Navtec.

It has been brought to my attention that the commission believes that it is inappropriate for that property to be used as employee housing and I would like to make an argument against that decision.

I have worked seasonal guest service almost my entire professional career and have seen housing opportunities change over the last decade, and not for the better. With the introduction of Air BnB and the influx of in and out of state second home owners, I'm sure you are aware the how tight the short term rental market is in moab. Rent is inflated, opportunities are limited and many seasonal workers, and quite a few year round residents live out of vehicles as result.

The wages paid to many seasonal workers act on a bell curve, beginning of the season it is slow and the end of the season is slow with a period of non stop work 7 days a week during peak season. This makes coming up with first last and deposit for a room in a house increasingly difficult, especially due to recent inflation (if you can find a reasonable place at all). These factors among many make living out of a vehicle or tent appealing to (mostly young people) guides that might not be around for a full 6 month or 12 month lease.

I personally live full time in a class c RV, partially out of personal choice, mostly out of financial necessity. I might spend 4 or 5 night a month in my rv during peak river season since I work non stop on multi day trips. Why would I rent a room for 800\$ a month, coming up with 2400\$ to move in, when I spend so little time there?

If the question becomes related to quality of life, "we just want these people to have reasonable accommodations" out of the altruism of our heart, then abolish air bnb'S and stabilize the housing market. But you can't do that because those people own property and pay more taxes than guides and vote more often than seasonal workers. The individuals who come out and guide are fine with the lifestyle that comes with running rivers, canyons, and 4x4 trips commercially. Camping is a totally fine way to live, especially if it's during the summer season. Who are we hurting? A bunch of guides living in a swamp do literally no real harm to anyone. We are just trying to make a living and drive the local economy which is TOURISM BASED i.e guided trips into the beautiful backcountry that we all enjoy.

Disbanding a resource like the property I stay on will push people farther out of town, congesting traffic and public lands that are already over used.

I would like to sum my thoughts on this matter with the following.

- you are actively working against local businesses by not being flexible regarding employee housing in a tight housing market.
- you are literally kicking sons and daughters out of a safe place to stay (I doubt any of the commission has ever worked seasonally or lived out of your car nor had to worry about a safe place to sleep).
- you are pushing out and away seasonal workforce which is the driver of the local economy.
- you are actively going to make peoples lives harder by taking away a resource for living, I always thought civil servants were supposed to help the people in their community.

I am poised to leave on a 3 week work trip in the grand canyon for the USGS. I will be unable to reply to any messages until I get back. I do expect a response and further conversation regarding the matter.

Thank you for your time.

Josh Panchision
[REDACTED]



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [Commission] Navtec Living Situation

Alishia Oliver <aoliver@grandcountyutah.net>

Mon, Aug 29, 2022 at 10:55 AM

To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

----- Forwarded message -----

From: **Ethan Smith** <[REDACTED]>

Date: Mon, Aug 29, 2022 at 10:41 AM

Subject: [Commission] Navtec Living Situation

To: <commission@grandcountyutah.net>

My name is Ethan Smith and I work at Navtec Expeditions. Currently Navtec is providing us a piece of land that we call "The Swamp," just west of the waste water treatment center. Providing "housing" for workers in a town where rent has been hiked to ridiculous amounts is essential for our livelihood. We help empower the tourist industry that makes Moab the lively town it is today. What Navtec provides us with isn't much but it's enough for all of us to live out of our cars and trailers, form a community, and have a reasonable commute to work. The county trying to strip this away from us is an extreme act of overreach and extremely damaging to the entire workforce of one of the longest running family businesses in the town of Moab. I seriously hope you reconsider your actions and stand with the working people that help make this town the beautiful place that it is.

Sincerely,
Ethan Smith

Sent from my iPhone

--

Alishia Oliver

Commission Coordinator

125 E Center

Moab, UT 84532

(435) 259-1342

aoliver@grandcountyutah.net



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [Commission] The swamp an oasis in the desert.

Alishia Oliver <aoliver@grandcountyutah.net>

Mon, Aug 29, 2022 at 10:56 AM

To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

----- Forwarded message -----

From: **Kj Nielson** <[REDACTED]>

Date: Mon, Aug 29, 2022 at 10:47 AM

Subject: [Commission] The swamp an oasis in the desert.

To: <commission@grandcountyutah.net>

Hello my name is kj. I work at navtec expeditions and live in the swamp. This is the 4th season I've spent working and living in moab, my second with Navtec. I grew up in Spanish Fork but my dad grew up here in moab. Moab has always been a big part of my life. When I first decided to stay in moab back in 2017 housing was tricky. I have a dog and it's made housing extra difficult for me. So I decided to move into my truck and live the dirt bag life. It worked well until the winter but it became difficult so I was forced away for the season. When I returned a few years later housing had become next to impossible and the effort stress and absurd expense of rent drove me back out to the desert with my truck. When I began to work at navtec and started staying at the swamp my entire life changed. I finally had a place that was mine and in town. No more commuting out to middle of nowhere everyday hoping there's a spot or blm hasn't ticketed my truck. I can now walk to anywhere I need to go. No more stress of where I'm gonna sleep the next night my life improved greatly. I've personally put much effort into clearing and improving the swamp into a safe place for all my coworkers to come. The community there is amazing everyone looks out for each other. It's more a family than anything. The swamp is a special thing here in moab a safe haven, an oasis in the desert. It allows those who have traditionally struggled to survive in moab actually thrive. It levels the playing field for those like me who have struggled to have a place to call their own. A safe place to come back to every night.

--

Alishia Oliver

Commission Coordinator

125 E Center

Moab, UT 84532

(435) 259-1342

aoliver@grandcountyutah.net



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [A-Team] Online Form Submittal: Grand County Commission Public Comment Form

Alishia Oliver <aoliver@grandcountyutah.net>
To: Elissa Martin <emartin@grandcountyutah.net>

Mon, Aug 29, 2022 at 10:43 AM

----- Forwarded message -----

From: <noreply@civicplus.com>
Date: Sun, Aug 28, 2022 at 4:30 PM
Subject: [A-Team] Online Form Submittal: Grand County Commission Public Comment Form
To: <commadmin@grandcountyutah.net>, <commission@grandcountyutah.net>

Grand County Commission Public Comment Form

Grand County Commission

Please complete this form to submit written public comment for a Grand County public hearing or general public comment.

Public comment may also be made virtually via Zoom. The Zoom participation information is: <https://us02web.zoom.us/j/85170820571?pwd=M24yQjRldElCejUxTUlFeXFoZHNQQT09>

To view the County Commission agendas, visit <https://www.grandcountyutah.net/AgendaCenter>

Commission meetings are live streamed on YouTube on the Grand County Utah Government channel. <https://www.youtube.com/c/GrandCountyUtahGovernment>

Email Address	[REDACTED]
First Name	Mary
Last Name	Mitchell McGann
Name of Organization you represent (if applicable)	<i>Field not completed.</i>
City	Moab
State	Ut
Zip	84532
Comment:	Other Topic:
Other:	Alternative dwelling overlay

Commission Meeting Date 8/23/2022

Please provide your comments below.

I have been listening in for sometime about that alternative dwelling overlay. I felt obligated to comment after hearing a particular commissioner ramble on about negative comments as well as every other excuse to shut this down.

The housing crisis has been such a struggle for many of my friends and family. It has a strong part of my heart. As a local for 24 years I want my kids to get to grow up with their families here. I don't want them to feel like they have to move to start their lives. I hear a lot of talking about this subject but not a lot seems to happen and I think most of it are because of commissioners like this lady that went on and on about all the negatives. Let me tell you about the positives, campers are essentially tiny homes with a bathroom, kitchen and a place to shower. I think these amenities we don't appreciate when we have them ourselves every day. But imagine someone living in the car they need to go to a store to go to the bathroom they need to go to the pool to get a shower they they need to start their vehicle every time they want to get warm or cool. We all know many families have been displaced from fires, floods and trailer parks being shut down. It feels like everything just keeps closing in with no hope. I know there's 1 million reasons to say no, why because people don't want to see the reality, they don't want to see campers. But it's happening now and it's not going to go away, so why don't we make it sanitary. Give property owners the opportunity to have hook ups so that there is proper sanitation. Give our workforce a chance to work and live here with dignity. Winter will be coming before we know it and many families have a lot to worry about, let's get this passed, we can't table it for another year. Our town is in your hands, please do the right thing.

Add Attachment

Field not completed.

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

--

Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [Commission] Alternative Dwelling Ordinance

Alishia Oliver <aoliver@grandcountyutah.net>

Mon, Aug 29, 2022 at 11:50 AM

To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

----- Forwarded message -----

From: **Charlotte Bethurum** <[REDACTED]>

Date: Mon, Aug 29, 2022 at 11:49 AM

Subject: [Commission] Alternative Dwelling Ordinance

To: <commission@grandcountyutah.net>

Grand county council,

My name is Charlotte Bethurum and I have been a full time resident for six years and an employee at NavTec for five years. I cannot begin express how important it is for our employees and myself to have that land to camp on. Employee housing is non existent and seems very low on the priority list. Finding housing for rent is extremely difficult and too expensive to make a living for anyone. BLM camping is too far from town and has no access to necessary resources. I do understand that there are many difficult issues at hand and cannot be solved immediately but there are ways that can temporarily solve this issue. I believe we should be able to legally camp on John Williams private land with the overlay ordinance allowing an employee camp park. It would be close to impossible without this to support our incoming and seasonal workers, which are the backbone of our community and tourism. We, as a community, Need to provide some grace to all of our workers in Moab, whom are unfortunately the lowest on the pay scale. Please try to step into their shoes. We NEED them just like they need you!

Thank you for your time and consideration.

Charlotte

--

Alishia Oliver

Commission Coordinator

125 E Center

Moab, UT 84532

(435) 259-1342

aoliver@grandcountyutah.net



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [Commission] Please don't kick us out!!

Alishia Oliver <aoliver@grandcountyutah.net>

Tue, Aug 30, 2022 at 8:00 AM

To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

----- Forwarded message -----

From: **Paul Sorensen** <[REDACTED]>

Date: Tue, Aug 30, 2022 at 7:41 AM

Subject: [Commission] Please don't kick us out!!

To: commission@grandcountyutah.net <commission@grandcountyutah.net>

Please don't kick us out! The swamp means everything to us! Because of the housing crisis a lot of us can't afford housing out here, even with working full time jobs or more. Having the swamp gives us a place to stay and feel safe. It gives us an opportunity to make amazing friends and it also allows us to be fully rested so we can give back to the community by giving them amazing guided tours with Navtec. I mean would you rather see a bunch of young adults living around town in their vehicles, or even tents, causing an eye soar for the community and hurting the employers that hire them. Or would you rather have all those people in one spot kind of like a campground that can be managed and keeps them from sleeping around town.

--

Alishia Oliver

Commission Coordinator

125 E Center

Moab, UT 84532

(435) 259-1342

aoliver@grandcountyutah.net



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [Commission] Re: Navtec housing.

Alishia Oliver <aoliver@grandcountyutah.net>

Tue, Aug 30, 2022 at 7:58 AM

To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

----- Forwarded message -----

From: **Blaine Reniger** <[REDACTED]>

Date: Mon, Aug 29, 2022 at 5:59 PM

Subject: [Commission] Re: Navtec housing

To: <commission@grandcountyutah.net>

On Mon, Aug 29, 2022, 5:56 PM Blaine Reniger <blainereniger90@gmail.com> wrote:

Hello, I am a long time employee of Navtec expeditions. I'm a backcountry guide for them in the National Parks here.

I'm also a local Moab historian, local author, and radio host of the Moab History Hour on KZMU radio

On the subject of employee housing, we as guides and those who work the tourism industry here in Moab feel really let down by our local government over the possibility of us looking for housing here.

Let me just state a few things for you with hopes you understand.

1) Tourism in the backbone of the economy in all of Grand County. However, our local government seem to care more for the tourist than the ones making it all possible.

Allow me to educate a little history here. In 1952, Charlie Steen discovered the Mi Vida uranium mine that sparked the Uranium Boom of the 1950s. At the time, only 1200 people lived in Moab. Within months, town population tripled.

The employees working the boom industry had no housing, they were living in campers and cars and doing what they could to pursue their passion of mining. Charlie Steen saw this housing crisis and took action and built whole neighborhoods for employees of the Uranium industry.

We employees of the tourism boom are in the same boat. We live in RVs, campers, vans, and whatever other means, just to get by so we can be here where we love to be and do what we are passionate about doing

Given the choice, I'm sure most of us would prefer a house to live in, however, housing in Moab is so expensive and we can't afford it. Local government and housing market make that impossible.

IT IS NOT THE RESPONSIBILITY OF A LOCAL BUSINESS TO PROVIDE HOUSING BECAUSE ITS EMPLOYEES HAVE BEEN FAILED BY THEIR LOCAL GOVERNMENT THIS WILL ONLY HURT LOCAL BUSINESSES FINANCIALLY!!!!

2) WHAT WE ARE DOING IS NOT CAMPING.

Everywhere I read about this issue you all call it "camping" We are not camping, we are LIVING THIS WAY This is all we have so we can be here.

3) Realize this. Think about it.

IF WE ARE FORCED OUT OF OUR LIVING SITUATION, MOST OF US CAN NOT AFFORD TO LIVE HERE There's already an employee shortage in local tourism business and also the local NPS staff....Why? Because housing is too expensive. Simple.

Allow us to stay where we are.

WE are the ones the tourists see everyday

WE are the ones carrying the local economy on our backs.

WE are the ones who want to be here. And educate ourselves, and have a passion for true Moab. Moab isn't on the city streets or office buildings, it's out there in the wild where we work everyday doing what we are passionate about.

You can allow us to stay, or build us employee housing. That would be the best outcome.

Trust me, if I could be another Charlie Steen and build whole neighborhoods for employees of the current boom, I would

We are asking for you to PLEASE allow us to stay where we can live the way we have to, and be safe.

Thanks, Blaine Reniger



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [Commission] People Need A Place To live.

Alishia Oliver <aoliver@grandcountyutah.net>

Tue, Aug 30, 2022 at 11:28 AM

To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

[Redacted]

[Redacted]

[Redacted]

[Redacted]

On 8/30/22 8:41 AM, Cole Scott wrote

- > Hello, my name is Cole Scott and I am one of the many river guides
- > that work at Navtec and they know the piece of land (the swamp) very
- > well. I am fortunate enough to find another place of stay during my
- > time here. But sure enough if I were not as lucky as I am, I would
- > definitely be one to call the Swamp my home. A lot of guides rely on
- > the swamp not only as a home, but also a kitchen and social area.
- > People share meals there and watch out for each other. If this was not
- > available, then everyone would be forced to part ways in one form or
- > another. I understand that from an outside view it doesn't look like
- > much, but people rely on this area as a safe haven. If the Swamp was
- > taken away then a lot of people's lives would change, for the worst.

[Redacted]

Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532



Elissa Martin <emartin@grandcountyutah.net>

[Planning] Rachel Fixsen completed Community Housing Forum Survey !!!

'Grand County' via Planning2 <planning@grandcountyutah.net>
Reply-To: Grand County <notifications@engagementhq.com>
To: planning@grandcountyutah.net

Tue, Aug 30, 2022 at 12:50 PM

Rachel Fixsen just submitted the survey Community Housing Forum Survey !!! with the responses below.

Where is your long term residence

Grand County - Moab Area and Spanish Valley

Choose one

I rent a home/room/apartment

What zoning district do you reside in

Unknown

After learning about the proposed Alternative Dwelling Communities initiative, what is your overall opinion?

Love it, we need this type housing in Grand County, let's do this!

What are your biggest concerns about Alternative Dwelling Communities being allowed? (rank 1 to 3, one being the biggest concern and 3 by your least concern)

Increased Noise
Increased Traffic
Increased density will affect rural character/feel

We would love to hear any additional comments or concerns that you may have. Please provide those below

I think it's important to provide housing solutions for both low and middle income Grand County residents. I do worry about the longevity of trailers and RVs--as someone mentioned in the town hall, these types of dwellings are not meant to last forever. We heard wonderful stories from RV campground owners about people who have used this housing typology as a stepping stone to get into more stable, long term housing; we've also seen, as aging trailer parks in town have been bought and emptied by developers, that many people end up for years in trailers, RVs, or other types of homes that are meant to be temporary. These kinds of dwellings can be the best solution for many types of workers and residents--guides; seasonal workers; young, single people; small families with young children; or possibly retired folks. That covers a lot. But there are a lot of people for whom this is not an ideal fix, and our market is also lacking solutions for them. I know our county planning staff have emphasized that this ordinance is just one housing solution to be combined with other approaches. I appreciate that sentiment and want to add support for it--this is a good idea, and there have to be other fixes as well.



Jenna Gorney <jgorney@grandcountyutah.net>

Fwd: [Commission] ADO support

1 message

Alishia Oliver <aoliver@grandcountyutah.net>

Tue, Sep 6, 2022 at 8:06 AM

To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

----- Forwarded message -----

From: **Holly Lammert** <[REDACTED]>

Date: Mon, Sep 5, 2022 at 10:01 PM

Subject: [Commission] ADO support

To: <commission@grandcountyutah.net>

Dear County Commision,

I am writing to you in support of the ADO, the Alternative Dwelling Overlay that has passed the County Planning Commision.

As a teacher at the high school, I found myself starting the year without a place to live. I looked into many options, including a downstairs basement without access to a kitchen for \$1000/month. None of these options worked out, and it has brought to my immediate experience the need for more housing options in Moab for people who live and work here.

Therefore, I am supportive of businesses and organizations being able to legally offer places for their workers to live. This affordable and low-impact way empowers community members and provides safer living conditions.

The more options that people have to live safely and contribute without feeling "illegal" will strengthen our community.

Thank you for your time.

Sincerely,

Holly Lammert

--
Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532



Jenna Gorney <jgorney@grandcountyutah.net>

Fwd: [Commission] Regarding The Swamp

1 me age

Alishia Oliver <aoliver@grandcountyutah.net>

Tue, Sep 6, 2022 at 8:10 AM

To: Jenna Gorney <jgorney@grandcountyutah.net>, Elissa Martin <emartin@grandcountyutah.net>

----- Forwarded message -----

From: **Paul Clark** [REDACTED] >

Date: Mon, Sep 5, 2022 at 9:48 AM

Subject: [Commission] Regarding The Swamp

To: <commission@grandcountyutah.net>

Dear Grand County Commission,

Hello, my name is Paul Clark. I am a resident at The Swamp. Mr. John Williams private land located at 1089 W 400 N. This is my first season as a River Guide. I have been living the bicycle commuting life in Denver, CO since 2011. So having a space a mile from work with a community that is very supportive was helpful. It was an easy sell with a limited renting market.

I am a new resident here in Moab and I understand it has seen a lot of change in the past 5 years. Like most places in the southwest United States. Population is on the rise. Where is the balance to support the demand for healthy land, water, and air management practices in this already stressed desert environment? Along with tourism to be one of the leading revenues for Moab, UT and the majority southwest United States.

The swamp is some of the last land that has not been developed yet. I think for NAVTEC to create the appropriate facility, with minimal wetland impact, to support employee short or long term living. It would help the NAVTEC community to keep supporting the greater Moab community through outdoor adventure and education.

Thank you for your time,
Paul

--

Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259 1342
aoliver@grandcountyutah.net



Jenna Gorney <jgorney@grandcountyutah.net>

Fwd: [Commission] Please approve Alternative Housing Overlay

1 message

Alishia Oliver <aoliver@grandcountyutah.net>

Tue, Sep 6, 2022 at 9:11 AM

To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

----- Forwarded message -----

From: **Kya Marienfeld** [REDACTED]

Date: Tue, Sep 6, 2022 at 8:50 AM

Subject: [Commission] Please approve Alternative Housing Overlay

To: <commission@grandcountyutah.net>

Good morning, Commissioners,

I am writing today to encourage you all to please approve the Alternative Housing Overlay ordinance that has been recommended to you for approval by the Planning Commission. I have followed the process of crafting this ordinance from the beginning and I have seen it develop into a workable, dynamic ordinance that will have a huge impact on alleviating some of the larger and more immediate pressures of our local housing and workforce crisis while including smart backstops and enforcement/oversight mechanisms to protect existing quality of life in neighborhoods throughout Grand County. I even believe it will actually make enforcing illegal overnight rental and camping *easier* than it is now, which we also very much need!

I strongly believe that this ordinance is absolutely ESSENTIAL to protecting our community, making sure we have a functioning economy, and keeping our town and valley a place where our kids, families, and businesses are strong and resilient.

Thank you very much, I appreciate all you do,

Kya Marienfeld, Moab City Planning Commission Chair

--

Alishia Oliver

Commission Coordinator

125 E Center

Moab, UT 84532

(435) 259-1342

aoliver@grandcountyutah.net

Dear Grand County Commission,

I have been a resident of Grand County for 16 years and have owned property here for over 22 years. I would like to provide feedback on the proposed Long Term Camp Parks ordinance. First of all, I think a Long Term Camp Park is a great idea to help house people who cannot attain housing at a reasonable cost or any cost. I have great sympathy for anyone in this situation. For years I have generously contributed to charitable organizations who help people in this situation. I, however, must oppose this ordinance as it is currently written, for a number of reasons. I am specifically speaking about parks allowing mobile residences, such as trailers, recreational vehicles and vans.

The ordinance does not clearly state the criteria for allowing such parks in residential neighborhoods. What exactly constitutes a "major Collector street"? Are Department of Transportation numbers used in determining this? Who decides the other criteria, such as noise, nuisance impacts, benefits, etc.? Does the surrounding community have any voice in the findings or approval of applications?

The development standards are important but will be expensive for most property owners to implement. If it is too expensive to rent, it will not alleviate the current housing situation. Additionally, there are currently an estimated 50 to over 100 residential mobile dwellings already operating illegally in Grand County. I have been informed by the Grand County Compliance Officer that he has been instructed to "Not enforce" the code regarding illegal camping. I was appalled to learn this, given the problem that has been repeatedly cited by various agencies, including the Public Health Department, regarding illegal human waste disposal in the area. Last year a man living in his trailer was investigated for dumping raw sewage into Pack Creek. A friend of mine had repeated raw sewage backups in her basement. She said the workers investigating the problem found a large hose from a recreational vehicle blocking the sewer pipe. This can occur when a person illegally tries to dump sewage in a manhole. Members of the Moab Area Watershed Partnership have been told yearly of the elevated numbers of E Coli bacteria and other pathogens being detected in our creeks and springs. The recent widespread flooding certainly did not help this situation. Every person I know has observed human waste from nearby illegal campers. We have also observed illegal campers who have built fires during the height of the summer fire restrictions. Why enact ordinances if they are not going to be enforced?

I also have to ask the question, why would someone who is not paying for water or sewer services now, want to suddenly pay for them if an ordinance allows them to do so? I believe that is very naive. I would like to see more people like Dan Stott develop a camp park, but I believe most people will just try to illegally place more trailers on their property without complying with the ordinance. The current Code enforcement system requires individuals to make a personal complaint. Even if it is purportedly anonymous, this does not work. People are afraid of retaliation and retribution.

I have many wonderful friends who have chosen to reside in a mobile dwelling. Unfortunately, not all people who do so are law abiding. This can require repeated visits from law enforcement officials. Mobile dwelling parks also have problems with fires from faulty equipment. I have known of people who house children in units without adequate air conditioning or heating.

All of these issues lead me to suggest that this proposal be re-written and incorporated into the future Grand County Land Use Code, where it can be reviewed by the Citizens of Grand County. These camps should be located in areas designated as commercial. The owners should be required to get a business license and be taxed. I would suggest increasing the number Code Enforcement Compliance Officers to properly enforce these facilities.

If you do not want to evict people presently living in illegal dwellings, then perhaps the County Commission can temporarily enact a code waiver for one year allowing one mobile dwelling per property. The property owner could be required to obtain a business license and be taxed accordingly. They should be required to allow Code Compliance officers as well as Fire Department, Health Department and Grand Water and Sewer to inspect the unit to make sure it is not a hazard to the occupant or surrounding community. Why should people living in mobile dwellings have to meet less safety requirements than people living in a permanent structure? A property owner could be given a 30 day period to comply and then be penalized if they are not compliant. This may take more Compliance Officers and enforcement personnel in the County Attorney's Office, but would at least allow people to remain in their dwelling.

I would also urge the County Commission and Planning Department to find a way to streamline the process for more affordable permanent housing developments to be built.

In short, I would like to see the County enforce the laws presently on the books before trying to enact new ones. It is your responsibility to insure the safety and health standards in this community.

Sincerely,
Dale E. Weiss
2849 Spanish Trail Road.



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [Commission] Online Form Submittal: Grand County Commission Public Comment Form

1 message

Alishia Oliver <aoliver@grandcountyutah.net>

Wed, Sep 14, 2022 at 7:55 AM

To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

----- Forwarded message -----

From: <noreply@civicplus.com>

Date: Tue, Sep 13, 2022 at 2:25 PM

Subject: [Commission] Online Form Submittal: Grand County Commission Public Comment Form

To: <commadmin@grandcountyutah.net>, <commission@grandcountyutah.net>

Grand County Commission Public Comment Form

Grand County Commission

Please complete this form to submit written public comment for a Grand County public hearing or general public comment.

Public comment may also be made virtually via Zoom. The Zoom participation information is: <https://us02web.zoom.us/j/85170820571?pwd=M24yQjRIdEICEjUxTUJFeXFoZHNQQT09>

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Email Address

[REDACTED]

First Name

Caroline

Last Name

Floyd

Name of Organization you represent (if applicable)

Field not completed.

City

Moab

State

UT

Zip

84532

Comment:

Other Topic:

Other: allowable alternative dwelling units in the ordinance to amend the Land Use Code to allow a permitting path for Alternative Dwelling Communities and Long-Term Camp Parks as a pilot program

Commission Meeting Date 9/20/2022

Please provide your comments below. Yurts should be added to the allowable alternative dwelling units in the ordinance to amend the Land Use Code to allow a permitting path for Alternative Dwelling Communities and Long-Term Camp Parks as a pilot program. I am a property owner in town and would love to provide affordable housing to local workers, but the cost of building an ADU or a tiny home is prohibitive and I don't like the look of having RVs or trailers on my property - I'm sure I'm not the only homeowner that feels this way. I lived in a yurt for several years and even in cold winters they are lovely. Thank you, and please pass this pilot program and allow yurts!

Add Attachment *Field not completed.*

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

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Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net

Dear Grand County Commissioners,

9/11/22

Thank-you for your continued efforts to resolve our community's housing crisis. We believe the basic idea behind the ADO has real potential. In order for this approach to work well for the WHOLE community, it must strike a balance between the needs of our service industry workers and the needs of our resident homeowners. We believe that the ADO ordinance **should be modified** to achieve that balance.

The ADO proposal seems to favor large developments in areas of Spanish Valley that are currently zoned as LLR and RR. We say this because the proposal requires a minimum of ½ acre parcels and a minimum of 4 units. The ADO Overlay Developments Standards are ambitious, especially for campgrounds, thus favoring large developments to justify the setup costs. We do not believe the impacts of these types of developments could be mitigated enough to preserve the character of our neighborhoods. Affordable housing is ironically very costly. The current ADO proposal shifts the costs (in the loss of peaceful neighborhoods) squarely onto the shoulders of homeowners in existing neighborhoods.

As an alternative, why not allow smaller concentrations of units more widely spread? Any property owner in any residential zone could apply to offer up to 2 dwelling units (tiny homes or RVs on chassis). As long as adequate off street parking, suitable pads, and full hookups were made available, this type of workforce housing would be relatively inexpensive to setup. Property owners could rent actual dwelling units or offer a space with hook ups to workers who had their own RV or self-contained camper. A limited number of ADs might be allowed within a given residential area, say a square mile. **Property owners granted the ADO should be required to locate their ADs as far away from their neighbors' property lines as possible. No Lord of the Manor* type master plan should be allowed!**

These types of dwelling units might be easier to monitor for compliance since neighbors would likely be able to spot overnight renters and report them. . The County could assess an annual fee from these landlords to help defray the costs of a compliance officer.

Campgrounds that provided sanitary, dignified alternative housing would be expensive to set up. The scale required would make such developments incompatible with existing neighborhoods. **Such developments would only be suitable for commercially zoned parcels or remote areas.**

In summary, **we do not support the ADO as it is currently structured.** We do support the above suggestions. This approach would not solve all problems, but it would allow for a significant number of ADs to come online in a relatively short period of time. It would make the decisions to grant or withhold approval of the Overlay more straight forward. It could also help to fund compliance officers.

This overlay needs to be fine tuned based on the County's Housing Survey. It should not be approved until that report is finalized! Great care should be taken to determine how many people would be genuinely interested in a campground which would charge fees and expect compliance with rules and policies. Many free-spirited seasonal workers would not be interested in the least! (Check into BLM survey of Illegal campers)

Bonita & Kenneth Kolb 3649 Kerby Lane Spanish Valley

*** Plans which push development to the periphery of the Lord's parcel, leaving a large buffer of open space between development and the Lord's residence. The Lord owns the open space.**



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [A-Team] Online Form Submittal: Grand County Commission Public Comment Form

1 message

Alishia Oliver <aoliver@grandcountyutah.net>

Wed, Sep 14, 2022 at 7:55 AM

To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

----- Forwarded message -----

From: <noreply@civicplus.com>

Date: Tue, Sep 13, 2022 at 2:04 PM

Subject [A Team] Online Form Submittal Grand County Commission Public Comment Form

To: <commadmin@grandcountyutah.net>, <commission@grandcountyutah.net>

Grand County Commission Public Comment Form

Grand County Commission

Please complete this form to submit written public comment for a Grand County public hearing or general public comment.

Public comment may also be made virtually via Zoom. The Zoom participation information is: <https://us02web.zoom.us/j/85170820571?pwd=M24yQjRIdEiCeJUxTUlFeXFoZHNQQT09>

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Email Address	[REDACTED]
First Name	Travis
Last Name	Holtby
Name of Organization you represent (if applicable)	<i>Field not completed.</i>
City	Moab
State	UT
Zip	84532
Comment:	Other Topic:

Other: Ordinance to amend the Land Use Code to allow a permitting path for Alternative Dwelling Communities and Long-Term Camp Parks as a pilot program

Commission Meeting Date 9/20/2022

Please provide your comments below.

I am writing to request an amendment to the ordinance to amend the Land Use Code to allow a permitting path for Alternative Dwelling Communities and Long-Term Camp Parks as a pilot program, as detailed in the Agenda Summary for the Grand County Planning Commission on August 8th meeting. I am requesting that the definition of dwelling type be expanded to include yurts. Yurts could provide comfortable, year-round housing for Grand County workers at a more affordable price (\$10,000 to \$30,000 for the yurt) than the other alternative dwelling options listed in the agenda summary. Yurts are often used as permanent structures and have insulated walls built with wood frames that can easily contain kitchens and bathrooms with utility hookups. By expanding the definition of alternative dwellings to include yurts, and approving the ordinance to amend the Land Use Code, the county would open the door for property owners to create more quality, affordable worker housing at a lower cost.

Add Attachment *Field not completed.*

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Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net



Grand Water & Sewer Service Agency

3025 E. Spanish Trail Rd. ♦ PO Box 1046 ♦ Moab, UT 84532
435-259-8121 ♦ 435-259-8122 fax ♦ www.grandwater.org

AGENCY MANAGER

Dana Van Horn

OPERATING COMMITTEE

Dan Pyatt (President)
Gary Wilson (V.
President)
Mike Holyoak
Jerry McNeely
Rex Tanner
Rick Thompson
Dale Weiss

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Mike Holyoak (V. Ch)
Dale Weiss (Treas.)
Rick Thompson (Clerk)
Ken Helfenbein

GCWCD

Dan Pyatt (Ch)
Jerry McNeely (V. Ch)
Brian Backus
Preston Paxman
Rex Tanner

GCSSWD

Gary Wilson (Ch)
Mike Holyoak (V. Ch)
Rani Derasary
Trisha Hedin
Rick Thompson

August 23, 2022

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

Dear County Commissioners,

The Grand Water & Sewer Service Agency (GWSSA) board met on Thursday, August 18, and discussed the proposed Alternative Dwelling Communities and Long-Term Camp Parks Pilot Program. Several concerns were brought up by our board members.

- GWSSA charges impact fees for legal dwellings. If new RV spots or campsites are developed, we will require those who are presently out of compliance (already renting out RVs on their property) to pay impact fees in order to become compliant with the code.
- Presently, the impact fee for one campsite is \$5,505.00.
- Monthly rates are charged year-round and are not contingent upon occupancy.
- It is likely the developer desiring to install more than two or three campsites will need to upsize their residential water meter and/or sewer connections. This could cost upwards of \$10,000 depending on the location of the utilities.
- GWSSA believes that legalizing camping on private property will bring about many more illegal sites because citizens will not know which ones are legal and may not make a complaint. County code enforcement should not be complaint-driven. They should have the staff and financial resources to actively pursue code violations.
- Our fees for campgrounds / RV parks were created based on short-term models. GWSSA is researching tiny home communities and residential RV parks to determine if there is a difference in water use compared to a typical residence's indoor water use. Our fees will be adjusted accordingly if this turns out to be the case.

Thank you for the opportunity to comment.

Regards,
Dana Van Horn
Agency Manager

September 5th, 2022

To: Grand County Commission



RE: Support of proposed Alternative Dwelling Ordinance

The Moab Area Housing Task Force fully supports the proposed ordinance to amend Article 4 of the Land Use Code to establish a pilot Alternative Dwelling Community Overlay district (ADO) in Grand County. Increasing affordable, long-term housing should be the top priority of the County, and if passed, the ADO would supply both new housing options *and* bolster working residents' current living conditions.

Due to rapidly increasing rental prices and extremely limited housing stock, it is a simple yet complicated reality that a significant number of Grand County employees must resort to living in alternative living situations. The Task Force supports the ADO because it is a critical, practical solution to improve the health, safety, and legality of current residents already living in alternative dwelling situations, and it will ease some of the tension existing within the existing housing stock. Both seasonal and long-term residents will benefit from stable living conditions with the enactment of an Alternative Dwelling Community.

Housing is an integral part of the area's economy and essential community infrastructure. Businesses and their employees are suffering financial losses due to the lack of available housing. The proposed overlay would allow eager business owners an incentivized avenue to provide increased housing options for their employees and the greater local workforce.

The HTF supports the specified zoning boundaries designed by Planning Staff and the Planning Commission because the pilot ADO locations will be compatible with existing properties and neighborhoods. Further, the legislative nature of the overlay will give the County additional assurance that ADO project approvals will be strategically granted to ensure they are a positive asset to neighborhoods and ADO residents alike.

The HTF believes the proposed overlay district is a safe, long-term solution that will positively impact the stability of living situations for many working individuals because it addresses the overwhelming shortage of housing in Grand County and the current reliance on alternative dwelling options. The ADO will provide sanitary and stable living conditions to residents already inhabiting vehicles, RVs, and other dwelling options that are relied on for shelter, and it will provide avenues for the County and its partners to identify, enforce, and redirect illegal living situations currently existing in the County.

It is imperative that Grand County continues making tangible efforts toward increasing accessible and affordable housing options. The Housing Task Force fully backs the approval of an amendment to Article 4 of the Land Use Code proposing a pilot Alternative Dwelling overlay program.

Sincerely,

Members of the Housing Task Force