



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: October 18, 2022**  
**Workshop - Special Events 2:00 pm**  
**Thompson Springs Special Service Fire District 4:00 pm**  
**Regular Commission Meeting 4:05 pm**

1. **Workshop - Special Events 2:00 Pm**

Angie Book, Old Spanish Trail Arena Director

Rachel Bartlett, EDD Administrative Assistant

Documents:

[Intent to Apply Special Event Review.pdf](#)  
[9\\_MONTH\\_01.pdf](#)  
[9\\_MONTH\\_Vert.pdf](#)

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*)

If you are watching the meeting through [YouTube](#), please note that comments are not closely monitored during commission meetings due to the delay in transferring video from Zoom to YouTube.

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

6.A. **Building Department**

William Hulse CBO CFM, Building Official

6.B. **Economic Development**

August Granath, Economic Development Director

7. **Presentations (15 Min)**

7.A. **Audit Results**

Jon Haderlie, Larson & Co. PC

7.B. **Utah Geological Survey Matheson Wetlands Study**

Kathryn Ladig, Utah Geologic Survey Groundwater and Wetlands Program

Documents:

[UGS Matheson Wetland Study Presentation - Kathryn Ladig.pdf](#)

7.C. **Colorado River And Matheson Wetlands Salinity Study Proposal**

Tom Marston, Investigations Chief, with US Geologic Survey Utah Water Science Center

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

9. **Ratification Of Payment Of Bills**

10. **General Reports**

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

11. **Approval Of Minutes For October 4th, 2022 (County Commission Regular Meeting And Joint Planning Commission Workshop)**

Gabriel Woytek, Clerk/Auditor

Documents:

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

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

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

13.A. **Cooperative Funding Request From UGS For Matheson Wetlands Study**

Sarah Stock, Grand County Commission Member

Documents:

[AS- Matheson Wetland Study.pdf](#)  
[Matheson\\_FactSheet.pdf](#)

13.B. **Cooperative Funding Request From USGS For Salinity Studies**

Sarah Stock, County Commission Member

Documents:

[AS - USGS Salinity Study.pdf](#)  
[USGS Salinity Study brief.pdf](#)

13.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 10.18.22.pdf](#)  
2. [Special Event Ord DRAFT 10.18.22.pdf](#)  
3. [SE Ord Exhibit A - DRAFT.pdf](#)  
4. [658\\_SE\\_Ord.pdf](#)

13.D. **Consideration Of Special Event Intent To Apply Submissions**

Angie Book, Old Spanish Trail Director

Rachel Bartlett, Administrative Assistant, Economic Development

Documents:

[2023 Q1 and Q2 ITA Agenda Summary 10.18.22.docx \(4\).pdf](#)  
[Intent to Apply Special Event Review.pdf](#)  
[9 MONTH SE Calendar.pdf](#)

13.E. **STAR Business Grant 2022 Funding Increase**

Ben Alter, Economic Development Specialist

August Granath, Economic Development Director

Documents:

[Summary\\_STAR Business Grant 2022 Funding Increase.pdf](#)

13.F. **Award Of Sustainable And Resilient (STAR) Business Grants**

Ben Alter, Economic Development Specialist

August Granath, Economic Development Director

Documents:

[STAR Business Grants\\_Cohort 1.pdf](#)

13.G. **Approving A Cooperative Agreement Between Utah State University And Grand County Utah For The Moab Small Business Development Center**

Ben Alter, Economic Development Specialist

August Granath, Economic Development Director

Documents:

[Approving a Cooperative Agreement Between Utah State University and Grand County Utah for the Moab Small Business Development Center.pdf](#)

13.H. **Approving Board Of Equalization Hearing Officer Recommendations**  
Gabriel Woytek, Clerk/Auditor

Documents:

[AS Board of Equalization Hearing Officer Recommendations.pdf](#)  
[2022 BOE Adjustments.pdf](#)

14. **Consent Agenda**

Documents:

[AS Consent Agenda 10.18.22 \(1\).pdf](#)

14.A. **Sole Source Purchase “Eco-Quip Hydro/Media Blaster”**  
Bill Jackson, Roads Supervisor

Cody E. McKinney, Fleet Manager

Documents:

[2023 Road expenses budget - Eco-Quip hydro\\_media blaster .pdf](#)

14.B. **Applications To The Bureau Of Land Management To Renew Road Rights Of Way**

Bill Jackson, Grand County Road and Bridge Supervisor

Glen Arthur, Assistant Road Supervisor

Documents:

[AS and Application to BLM to renew Rights of Way.pdf](#)

14.C. **Ratifying Chair's Signature On Updated Opioid Legal Representation Agreement**

Christina Sloan, Grand County Attorney

Documents:

[1. AS - Legal Rep Agreement, updated for local counsel \(1\).pdf](#)  
[Opioid Legal Representation Agreement, updated, eff 08.17.20 \(1\).pdf](#)  
[Opioid Legal Representation Agreement - Grand County \(signed\) \(1\).pdf](#)

14.D. **Ratify Grand County Subgrantee Agreement Between Utah Association Of Family Support Center, Inc. And Family Support Center Grand County**

Family Support Center

Documents:

[Grand County Subgrantee Agreement - signed.pdf](#)

14.E. **Renewal Of 400 E HWY 191 Billboard**

Ben Alter, Economic Development Specialist

August Granath, Economic Development Director

Documents:

[Renewal of 400 E HWY 191 Billboard.pdf](#)

15. **Discussion Items**

16. **Public Hearings**

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

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

18. **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.**

2023

Event Quarter	Event	Date of Event	ITA in Google drive Yes or No	2022 SE Permit	Status (ITA Submitted, ITA approved & application in process, or permit approved)	Type	Total Daily Attendance	Local Sponsor	Recurring in Grand County - # of years
Q1 - January 1 - March 31	Arches Ultra	1/28	<a href="#">Yes</a>	Yes	In Progress	Athletic, Competition	1385	Yes	5
	Red Hot	2/18	<a href="#">Yes</a>	Yes	In Progress	Athletic, Competition	1100	Yes	16
	Live at Red Cliffs (Spring)	Mar-June	<a href="#">Yes</a>	Yes	ITA Submitted	Other - Concert	750	Yes	1
	Moab Run the Rocks	3/3-3/5	<a href="#">Yes</a>	Yes	In Progress	Athletic, Competition	500	Yes	0
	Skinny Tire Fest	3/11-3/14	<a href="#">Yes</a>	Yes	ITA Submitted	Athletic, Charity	645	Yes	22
	Canyonlands Half Marathon	3/18	<a href="#">Yes</a>	Yes	In Progress	Athletic, Competition	1700	Yes	47
	Behind the Rocks Ultra	3/25	<a href="#">Yes</a>	Yes	In Progress	Athletic, Competition	450	Yes	9
	Moab Rocks	3/25-3/27	<a href="#">Yes</a>	No	In Progress	Athletic, Competition	435	No	10
Q2 - April 1 - June 30	Jeep Safari - RR4W	3/31-4/9	<a href="#">Yes</a>	Yes	ITA Submitted	Motorized, Exhibit	750	Yes	58
	FCA (sub-event EJS)	3/28-4/7	<a href="#">Yes</a>	**	ITA Submitted	Motorized	100	No	**
	Westin Auto (sub-event EJS)	4/1-4/3	<a href="#">Yes</a>	**	ITA Submitted	Motorized	?	No	**
	Content Creation (filming EJS)	4/2-4/8	<a href="#">Yes</a>	**	ITA Submitted	Other - Film	50	No	**
	AEV Customer Tour (sub-event EJS)	4/3-4/4	<a href="#">Yes</a>	**	ITA Submitted	Motorized	40	No	**
	Wheel Pros (sub-event EJS)	4/7	<a href="#">Yes</a>	**	ITA Submitted	Motorized	100	No	**
	Adventure Rabbi Passover	4/7-4/9	<a href="#">Yes</a>	Yes	ITA Submitted	Religious	165	No	10
	GR Dirt Bike Rally	4/13-4/15	<a href="#">Yes</a>	No	ITA Submitted	Motorized, Exhibit	430	Yes	0
	Amasa Trail Race	4/15	<a href="#">Yes</a>	Yes	In Progress	Athletic, Competition	310	Yes	13
	Cruise Moab - Rising Sun	4/17-4/22	<a href="#">Yes</a>	Yes	ITA Submitted	Motorized, Exhibit	555	No	25
	Trail Fest	4/26-4/30	<a href="#">Yes</a>	No	ITA Submitted	Athletic, Exhibit	750	No	0
	Building Man	4/26-4/30	<a href="#">Yes</a>	Yes	ITA Submitted	Festival	500	Yes	12
	Bikerpelli	5/4-5/6	<a href="#">Yes</a>	No	ITA Submitted	Athletic	98	No	0
	Utah Bronco Club	5/5	<a href="#">Yes</a>	Yes	ITA Submitted	Motorized, Exhibit	335	No	12
	Gran Fondo	5/6	<a href="#">Yes</a>	Yes	ITA Submitted	Athletic, Competition	625	Yes	9
	Bikerpelli	5/11-5/13	<a href="#">Yes</a>	No	ITA Submitted	Athletic	98	No	0
	Raptors on the Rocks	5/11-5/14	<a href="#">Yes</a>	Yes	ITA Submitted	Motorized, Exhibit	125	No	3
	CO2UT Gravel Bike Event	5/13	<a href="#">Yes</a>	Yes	ITA Submitted	Athletic, Competition	560	No	4
	Jeep Jamboree	5/18-5/20	<a href="#">Yes</a>	No	ITA Submitted	Motorized	250	No	0
	Willys Rally	5/19-5/21	<a href="#">Yes</a>	No	ITA Submitted	Motorized, Exhibit	100	No	0
	Gone Moab	5/21-5/26	<a href="#">Yes</a>	Yes	ITA Submitted	Motorized	145	No	22
	Barrels 4 Bucks	5/27-5/29	<a href="#">Yes</a>	Yes	ITA Submitted	Athletic, Livestock, Comp	120	No	12
	Canyonlands PRCA Rodeo	6/2-6/4	<a href="#">Yes</a>	Yes	ITA Submitted	Athletic, Livestock, Comp	1050	No	73
MMF High Water	6/9-6/12	<a href="#">Yes</a>	Yes	ITA Submitted	Festival	100-300	No	1	
Desert Rats	6/18-6/24	<a href="#">Yes</a>	Yes	ITA Submitted	Athletic	60	No	1	



Sun	Mon	Tue	Wed	Thu	Fri	Sat
25 Barrel 4 Bucks (OSTA)	26	27 Moab Overland Experience (OSTA)	28	29	30 Blaze Adventure (GC) Outerbike (GC)	1
2 Blaze Adventure (GC) Outerbike (GC)	3	4	5	6 Points and Pebbles Gem Show (OSTA) (cancelled)	7 Moab 240 (GC)	8 Frisbee Tournament Live at Red Cliffs (GC) Rexy QOD (GC)
9 Moab 240 (GC) Points and Pebbles Gem	10	11	12	13	14	15 Quinceanera (OSTA)
16	17	18	19	20	21	22 Red Canyon Powwow
23 Red Canyon Powwow	24	25	26	27 Jeep Jamboree (OSTA)	28	29 Barrels 4 Bucks (OSTA)
30 Barrels 4 Bucks (OSTA)	31	1	2	3	4 Moab Craggin Classic (OSTA)	5 Moab Trail Marathon

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30 Barrels 4 Bucks (OSTA)	31	1	2	3	4 Moab Craggin Classic (OSTA)	5 Moab Trail Marathon
6 Moab Craggin Classic (OSTA) Moab Trail Marathon	7	8	9	10	11 Fallen Peace Officer	12
13	14	15	16	17	18	19 Dead Horse Ultra (GC)
20 GGBY Slackline (GC)	21	22	23	24	25	26
27	28	29	30	1	2	3

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Sun	Mon	Tue	Wed	Thu	Fri	Sat	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
		CamMobility Training (GC)					
22	23	24	25	26	27	28	
						Arches Ultra (GC)	
29	30	31	1	2	3	4	

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18 Red Hot (GC)
19	20	21	22	23	24	25
26	27	28	1	2	3	4 Run the Rocks (GC)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	1	2	3	4
					Run the Rocks (GC)	
5	6	7	8	9	10	11
Run the Rocks (GC)						Skinny Tire Fest (GC)
12	13	14	15	16	17	18
Skinny Tire Fest (GC)						Canyonlands Half
19	20	21	22	23	24	25
					Behind the Rocks Ultra	Moab Rocks (GC)
26	27	28	29	30	31	1
Moab Rocks (GC)				Jeep Safari (OSTA)		

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26 Moab Rocks (GC)	27	28	29	30	31 Jeep Safari (OSTA)	1
2 Jeep Safari (OSTA)	3	4	5	6	7 Adventure Rabbi Passover (GC)	8
9 Jeep Safari (OSTA) Adventure Rabbi Evoke Life (OSTA) GC Easter Egg Hunt	10	11	12	13 Green River Dirt Bike Rally (GC)	14	15 Amasa Trail Race (GC)
16 Cruise Moab (OSTA)	17	18	19	20	21	22
23 Cruise Moab (OSTA)	24	25	26 Trail Fest (OSTA)	27 Building Man (GC)	28	29
30 Trail Fest (OSTA) Building Man (GC)	1 *Havasu (SRP)	2 Bronco Safari (SRP)	3	4 Bikerpelli (SRP)	5 Bronco Safari (OSTA)	6 Gran Fondo (GC)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30 Trail Fest (OSTA) Building Man (GC)	1 *Havasu (SRP)	2 Bronco Safari (SRP)	3	4 Bikerpelli (SRP)	5 Bronco Safari (OSTA)	6 Gran Fondo (GC)
7	8	9	10	11 Bikerpelli (SRP) Raptors on the Rocks (OSTA)	12	13 *Back of Beyond SUP CO2UT (GC)
14 Raptors on the Rocks *Back of Beyond SUP	15	16	17	18 Jeep Jamboree (OSTA)	19 Willys Rally (GC)	20
21 Gone Moab (OSTA) Willys Rally (GC)	22	23	24	25	26	27 Barrels 4 Bucks (OSTA)
28 Barrels 4 Bucks (OSTA)	29	30	31	1	2 Canyonlands PRCA Rodeo (OSTA)	3

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28 Barrels 4 Bucks (OSTA)	29	30	31	1	2 Canyonlands PRCA Rodeo (OSTA)	3
4 Canyonlands PRCA	5	6	7	8	9 MMF High Water (GC)	10 Youth MULEY Event
11 Dynatrac (OSTA) MMF High Water (GC)	12	13	14	15	16	17
18 Desert Rats (GC)	19	20	21	22	23	24
25	26	27	28	29	30 *GC Fair (OSTA)	1

# MATHESON WETLANDS PRESERVE BRINE DELINEATION AND MONITORING, WATER BUDGET, SPRING AND SURFACE FLOW MONITORING, AND VEGETATION HEALTH

*Kathryn Ladig, Trevor Schlossnagle, J. Lucy Jordan, Kayla Smith, Christian Hardwick, Janae Wallace, Hugh Hurlow  
Diane Menuz, Pete Goodwin, Rebecca Lee, Miles McCoy-Sulentic  
Utah Geological Survey Groundwater & Wetlands Program*



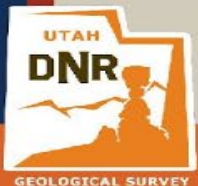
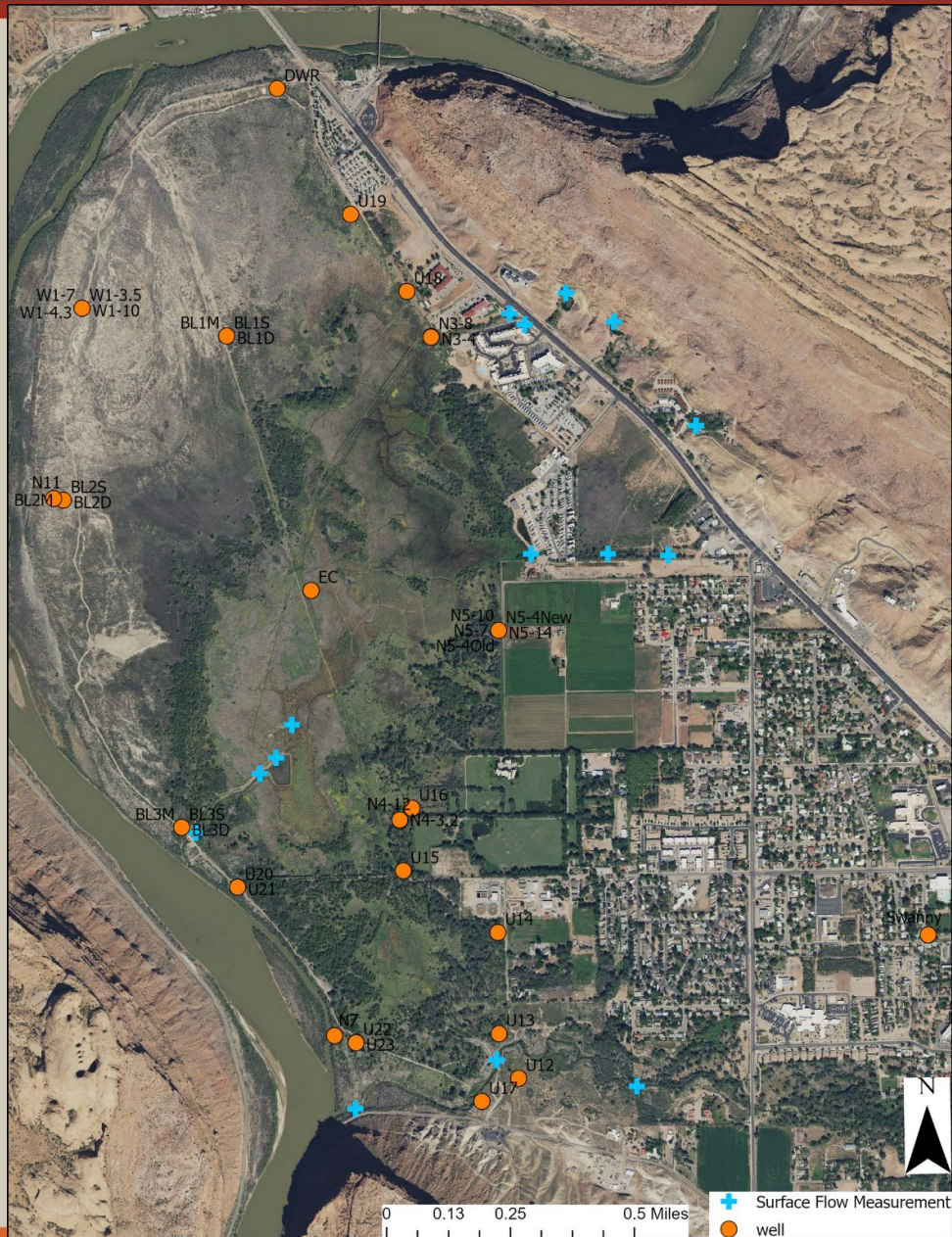
Supported by: The Utah Geological Survey, The Utah Division of Wildlife Resources, The Utah Division of Water Rights,  
The Nature Conservancy, The Colorado River Authority of Utah

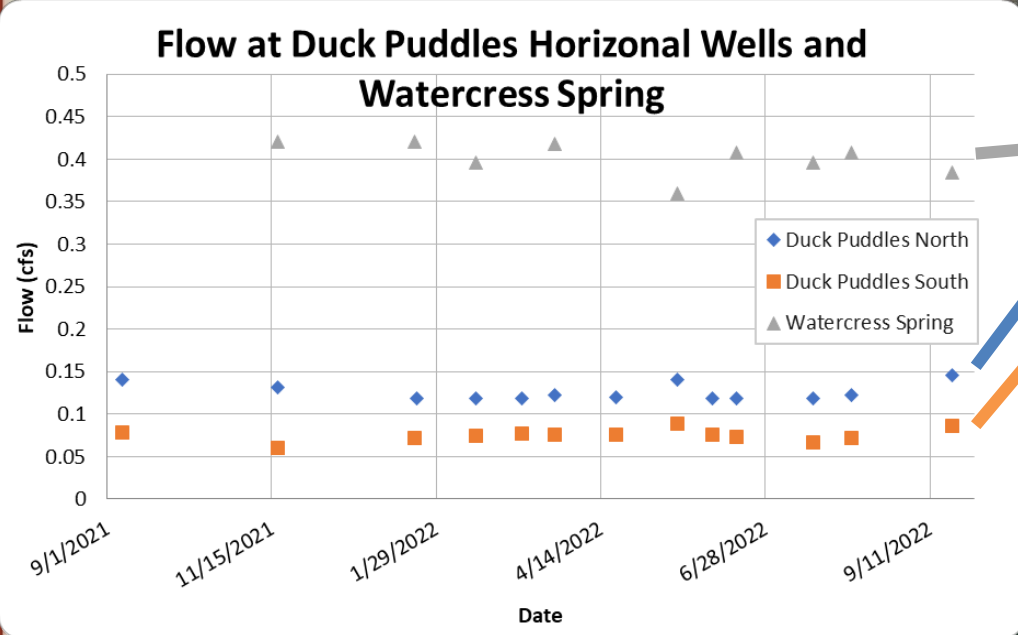
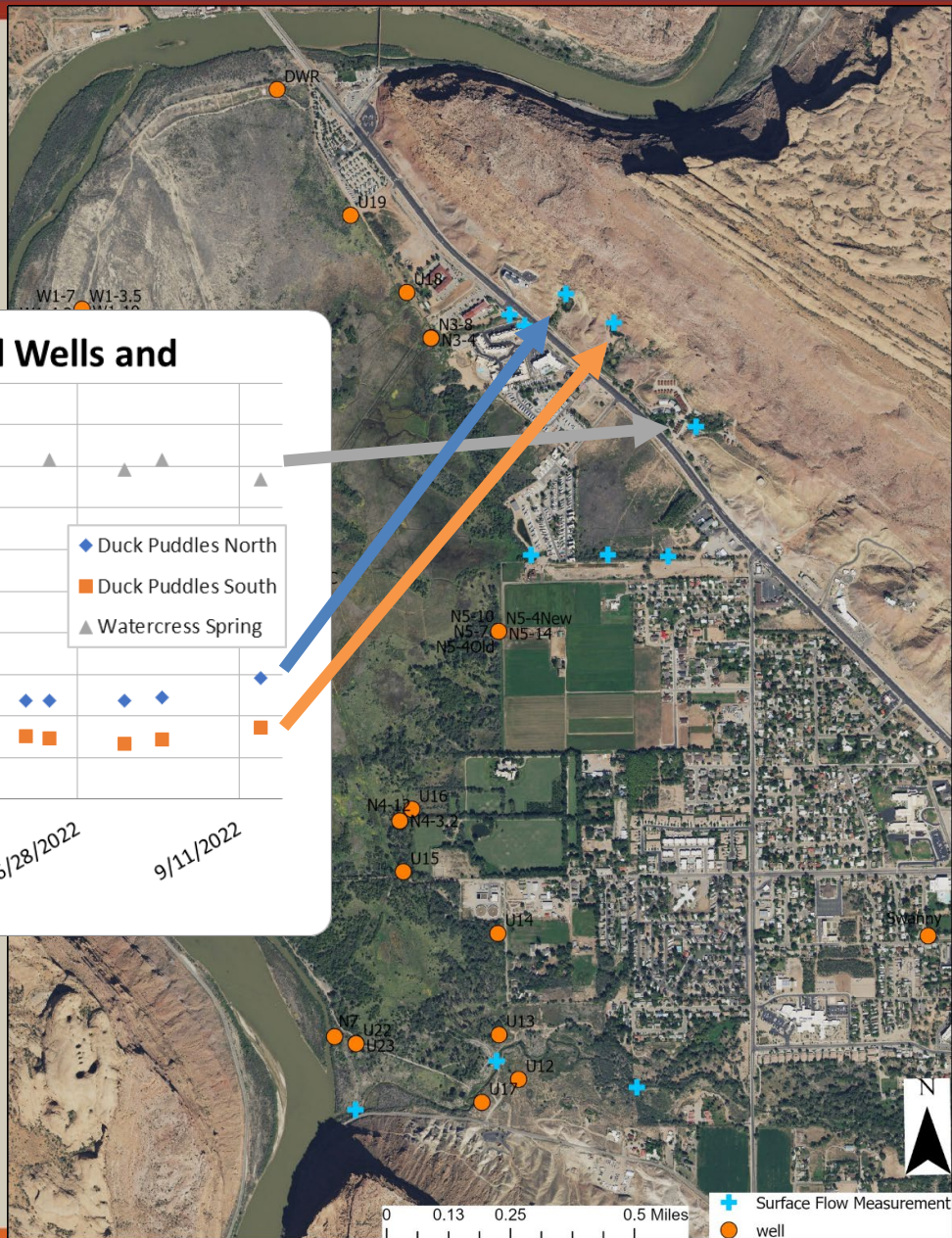


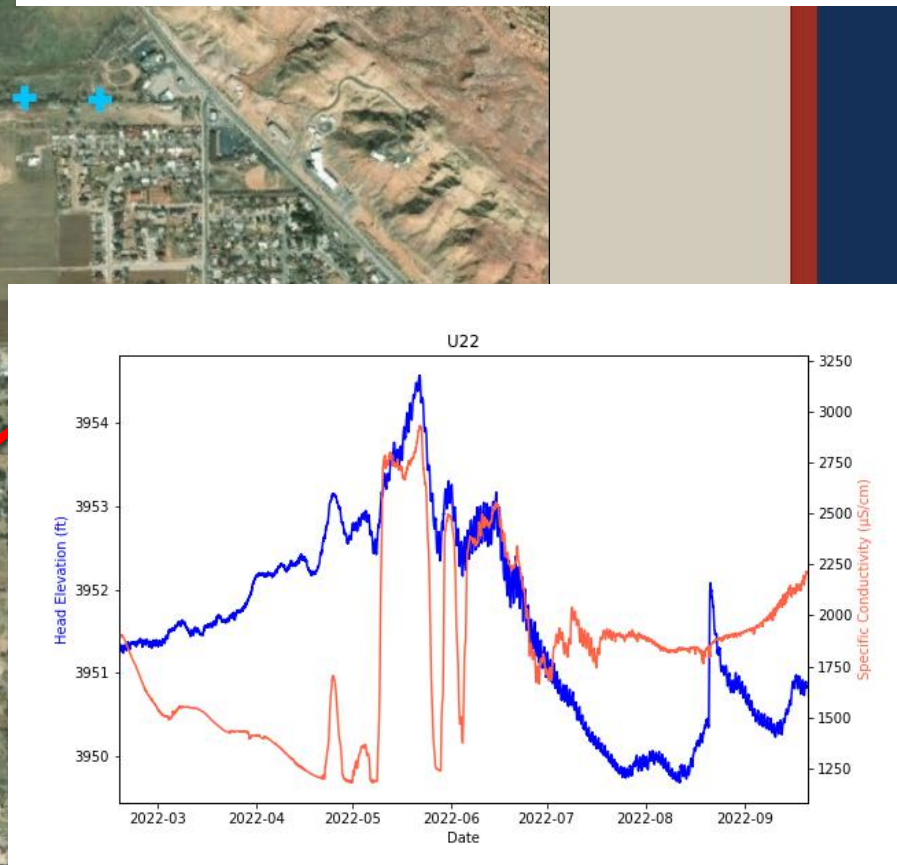
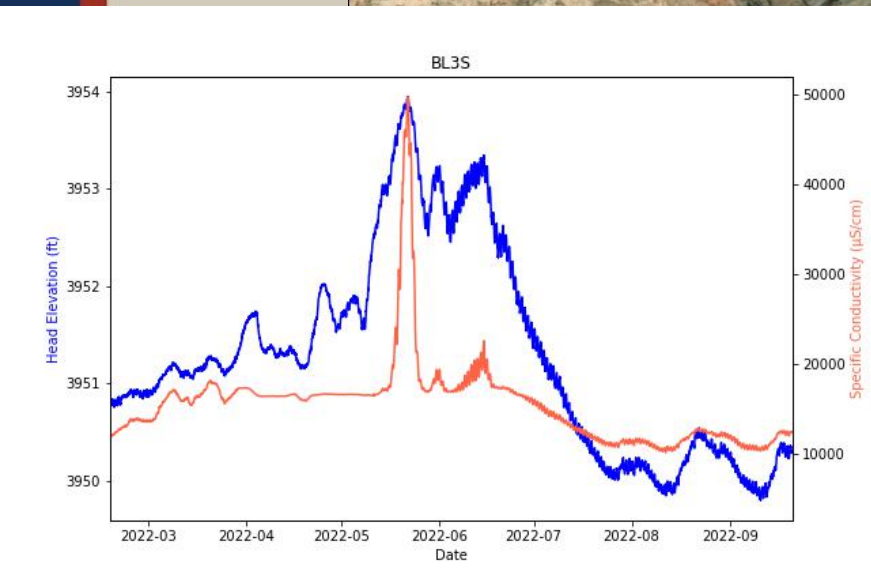
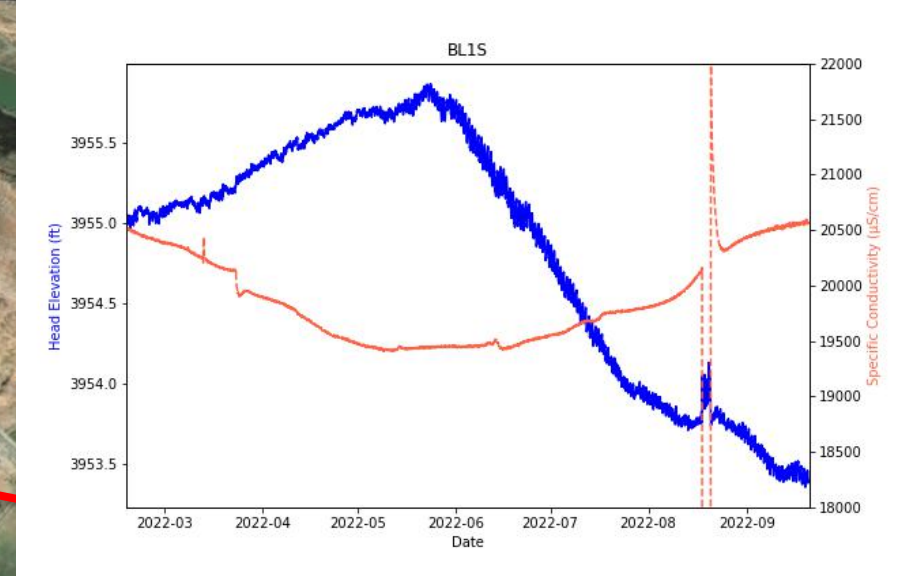
# OBJECTIVES

- **Evaluate and Monitor Fresh Water-Brine Boundary – FY22-23**
  - Map potentiometric surface – has it changed since previous studies
  - Use TEM resistivity surveys paired with electromagnetic induction logging (EM) of wells
  - Characterize seasonal and multi-year fluctuations using continuous monitoring of water levels/conductivity, groundwater chemistry, and TEM resistivity surveys.
- **Refine Water Budget of Preserve (Surface Water & Groundwater Inflows & Outflows) – FY22-23**
  - Measure discharge from Watercress (a.k.a. Moab Ranch) & Duck Puddle (a.k.a. Water Park) Springs.
  - Quantify surface flow into and out of MWP pond system & tailwater from agricultural canals and fields.
  - Estimate evapotranspiration using an eddy-covariance flux (ECF) station and remotely sensed data.
  - Evaluate groundwater flow paths using water level measurements and chemical sampling.
- **Evaluate Relationship between Hydrology and Wetland Health - FY22-23**
  - Characterize and map vegetation, including distribution and associated water regimes.
  - Evaluate use of remotely sensed data to monitor wetland health over time and space.
- **Final analysis and results presentation, including recommendations for future monitoring - FY24**

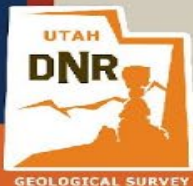
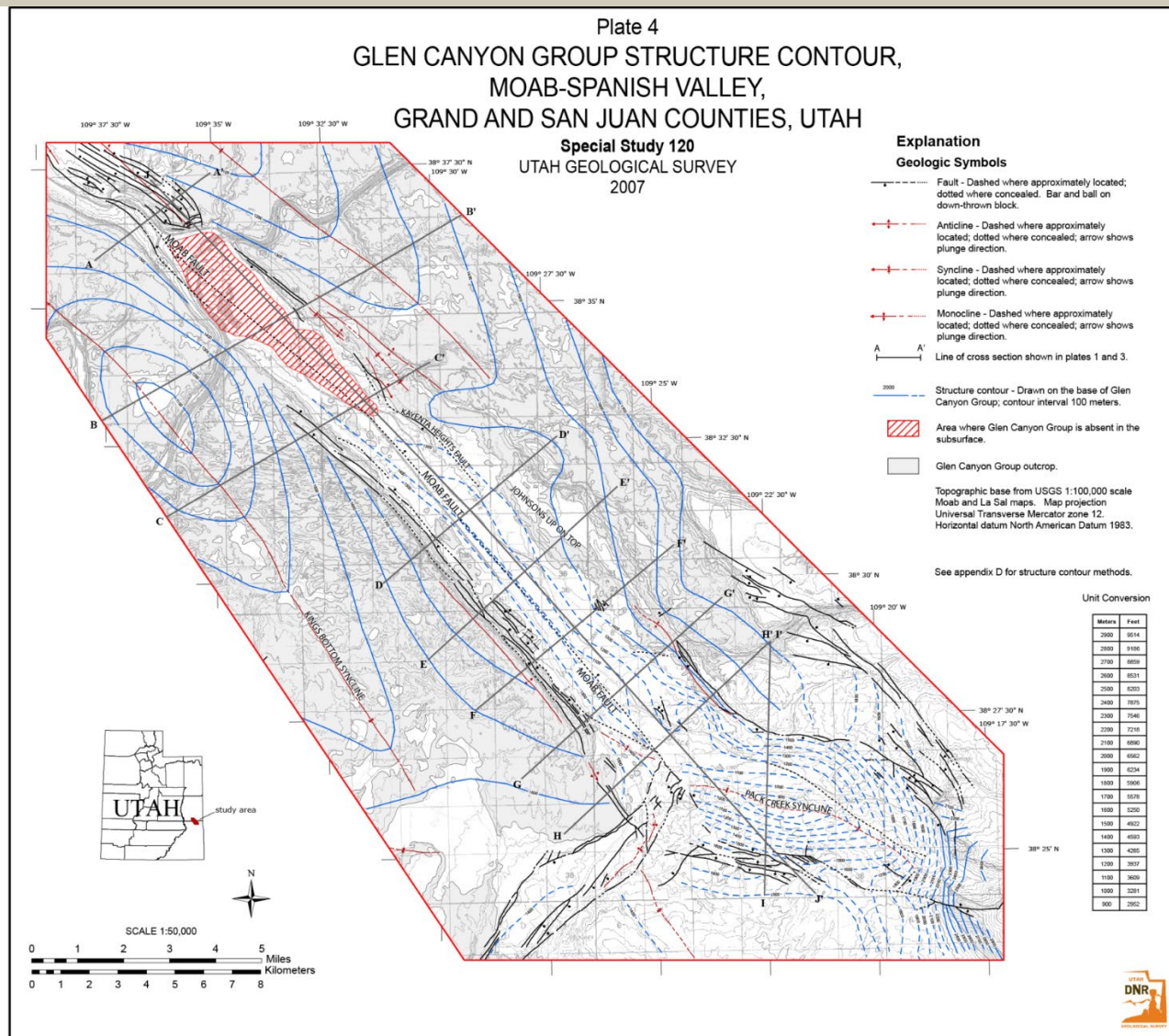






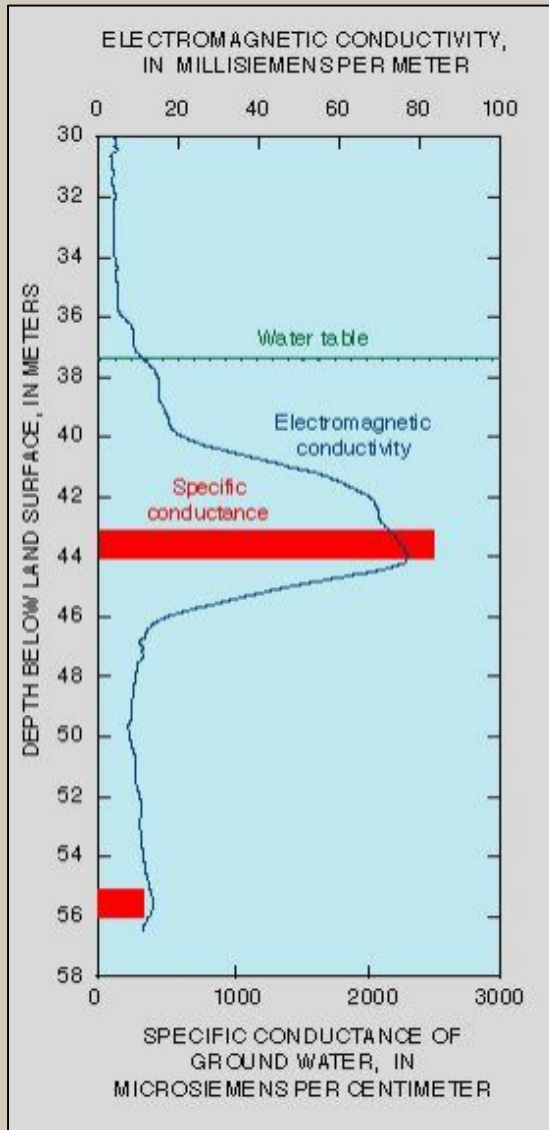


# Brine Layer



# ELECTROMAGNETIC-INDUCTION WELL LOGGING

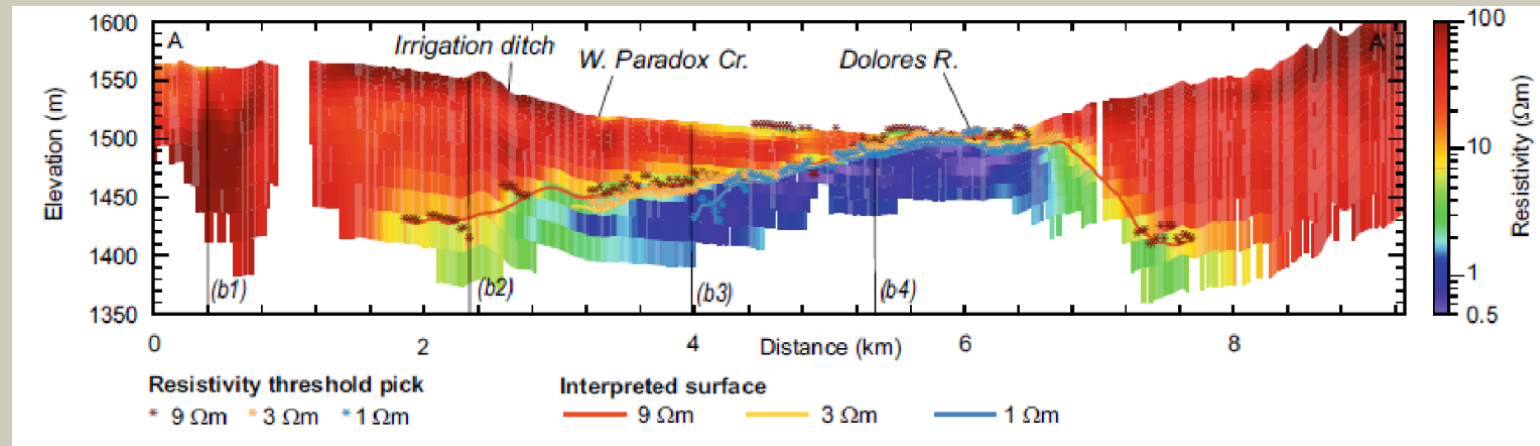
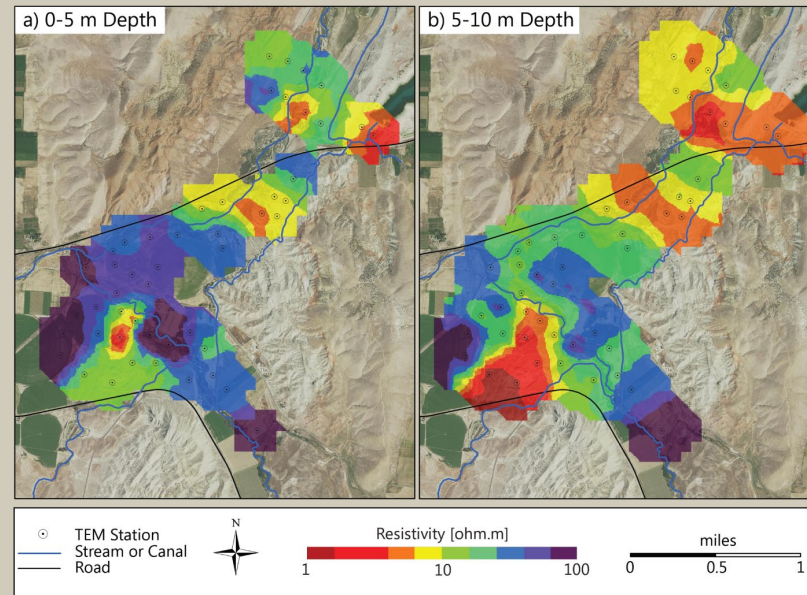
- delineate the brine-freshwater boundary in existing wells
- calibrate TEM



Williams and others, 1993



# TRANSIENT ELECTROMAGNETIC SURVEYS



Ball and others, 2020

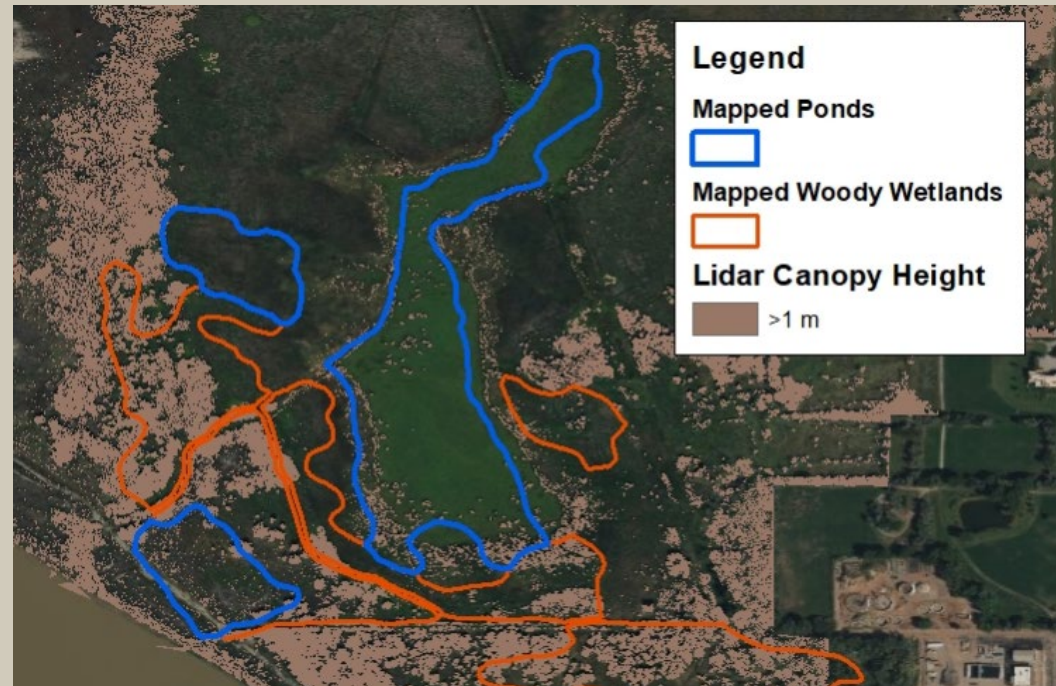
# VEGETATION MAPPING

## PURPOSE

- Determine baseline conditions to evaluate against future change.
- Establish relationships between hydrologic data (potentiometric surface, flow paths, etc.) and vegetation.
- Provide vegetation community data for ET estimates.

## METHODS

- Similar to National Wetlands Inventory mapping, except will include upland areas and more vegetation detail.



## Proposed Funding From Additional Partners

The proposed cost sharing for FY 23 is in addition to already-established cost sharing among UGS and our partners.

### Proposed FY 23 (7/1/22 - 6/30/23)

Personnel	Hours	Cost	Task
K. Ladig	360	\$16,488	Data Management, Analysis, and Reporting
T. Schlossnagle. K. Smith	265	\$12,023	Geochemical & Geophysical Data Collection & Interpretation
Item		Cost	Task
Geochemical Samples		\$4,375	Major-Ion Solute Concentrations, Trace Elements
Total		\$32,886	
General & Administrative (34.47%)		\$11,336	
Total Costs		<b>\$44,222</b>	
UGS Cost Share (50%)		\$22,111	
Grand County		\$22,111	

**Total Budget FY23 = \$139,396**

UGS = \$76,786

All Partners = \$62,611

### Proposed FY 24 (7/1/23 - 6/30/24)

Contributors	Amount	Percent
UDWR	\$15,000	17.05%
CRAU	\$14,000	15.91%
TNC	\$3,000	3.41%
Grand County	\$12,000	13.64%
UGS	\$44,000	50.00%
<b>Total Budget</b>	<b>\$88,000</b>	



# Questions?





## GRAND COUNTY COMMISSION WORKSHOP AND REGULAR MEETING

Grand County Commission Chambers  
Hybrid virtual participation on Zoom  
Moab, Utah

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

### MINUTES 4 October 2022

The Grand County Commission met for a workshop and a regular meeting on October 4th, 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, Evan Clapper, Kevin Walker, Sarah Stock, and Josie Kovash. Also attending in-person were Commission Administrator Mallory Nassau, Associate Commission Administrator Quinn Hall, and Clerk/Auditor Gabriel Woytek. Strategic Development Director Chris Baird and Grand County Attorney Christina Sloan were in attendance virtually.

#### **2:02 p.m. Joint County Commission and Planning Commission Alternative Dwelling Overlay (ADO) Workshop**

Planning Commissioners Emily Campbell, Makeda Barkley, and Robert O'Brien, and Planning and Zoning Director Elissa Martin were in attendance for the workshop.

Martin presented updated staff report, as shown in the packet, with the following focused topics of discussion:

#### **Pilot Program Terms**

Staff recommended a reduction to 150 to 300 dwelling units for the pilot, to account for current non-compliant uses, affordable housing pipeline, and homelessness figures. One-year sunset currently being proposed.

Clapper expressed support for a one-year sunset, acknowledging the possibility of the Commission granting an extension. Walker expressed that this particular topic might best wait until the end of the workshop after it is made clearer what the overall program might look like.

#### **Allowing Wells and Septic**

Land Use Code already requires utility hookup whenever possible to do so. Discussion regarding the possibility of supporting ADO type development in outlying areas such as Thompson Springs or Cisco with the permitted use of cistern water storage and trucked in water. Stock expressed concern about language pertaining to the permitted development within one mile of 'work centers' and unexpected development that could potentially include areas surrounding Red Cliffs Lodge and the Airport, as examples. This conflict could be addressed in an eligibility/restricted area map.

#### **Eligibility Map or Restricted Area Map**

Campbell gave input on Planning Commission discussion regarding the tradeoffs of this detail. Walker clarified that each individual proposal would still be subject to Commission approval. Staff explained that there are few areas with high underlying density allowances that could be natural fits for the ADO label. Staff presented map displaying potential areas for ADO district. Stock expressed that parcels around Mill Creek

Drive area could be good fits but mentioned concerns that this would hinder potential commercial development, which is also lacking. Hedin expressed support for potential highway adjacent parcels, but not for random dispersed parcels in applying this use. Walker expressed that the Land Use Code update will potentially increase the number of available parcels with higher underlying density, and thus supports restricting the ADO to any zones with already higher underlying density, and keeping the potential for this use in mind when executing the update. Discussion regarding the timing of the Land Use Code update. Barkley expressed the urgency in implementing the program to address the current crisis. Hedin expressed that contractor availability would prevent any potential projects from breaking ground anytime soon. Clapper responded by saying that the policy shouldn't be based on perceived contractor availability. The proposed policy would potentially increase the density of people living on a given property of low density, but would not affect the overall building coverage. Walker expressed skepticism about the building coverage metric as a way of measuring potential impact. Walker also stated that the High-Density Housing Overlay (HDHO) made use of an overly large eligibility overlay, which if kept to a more limited scale would have been more slowly implemented, but potentially more desirable with developments closer in proximity to Moab City limits had it been reigned in. Discussion regarding specific criteria in the policy that suggests preferred locations (rather than exclusionary language) for alternative dwelling development rather than a specific eligibility map. Discussion regarding bringing the item back for the 10/18 Commission meeting in order to effectively implement all of the revisions discussed at this workshop. Staff stated that so far little interest has been shown in this type of development outside of the Spanish Valley.

### **Water and Sewer Hookups**

Staff clarified language written in the proposed policy that speaks to relative water impacts of alternative dwellings versus what a single-family development would. Dan Stott, owner of Contractor's Roost RV Campground, offered that alternative dwelling sites might use 50 gallons per day per person compared to 300 gallons per person per day for a traditional single-family structure. Dana Van Horn of Grand Water Sewer and Service clarified that by state law, 800 gallons per person per day must be available for delivery per hookup. Van Horn stated that no requirements regarding landscaping improvements would help in limiting water impacts. Sewage derived from RV Campgrounds has a higher impact than a typical home due to higher density.

### **Communal Kitchen**

Walker expressed that in general, any requirements should be phrased as recommendations, to allow for an array of potential developments and facilitate the actual use of the program. Discussion regarding the requirement of sites without utility hookups to include covered sink basins and utility surfaces. Communal Kitchen and gas grill or stove top requirements removed from the draft.

### **Site Improvements and Dwelling Specs**

Walker expressed that 600 sq. ft. minimum improved dwelling site is too onerous and could be removed. Campbell expressed that this was in place so that dwelling units weren't placed too close to one another. Further revisions made regarding required surface improvements and sizing of dwelling sites being appropriate to the intended use.

Discussion regarding common space requirements and the value of limiting policy to suggestions and encouragements rather than requirements. Dan Stott stated that these types of features would likely become a natural occurrence in such developments, and that this way of building community is vital. Revision made to remove requirements for the preservation of existing native plants to just encouragement of preservation or replacement.

Discussion regarding dwelling design requirements and how they might apply to tiny homes, RVs, and yurts. Prohibition of rooftop mounted air conditioners removed from the draft. Structural material requirements removed from the draft.

### **Developments Requirements**

Walker asked for clarification as to whether existing RV campgrounds could have the ability to convert to an ADO district. Such a change could be possible with current draft, and would override Overnight Accommodation Overlay. Dan Stott stated that this would alleviate the burden of paying commercial property taxes, which would lessen rent burdens on residents.

Dana Van Horn asked if lot coverage would include existing dwellings. Staff clarified that existing homes would count against allowed maximum building coverage. Van Horn commented that site sizing and spacing requirements might have an applicable commercial standard for fire safety considerations. Van Horn sought clarification that there would not be a path for compliance for current non-compliant uses on parcels that wouldn't qualify for ADO designation.

### **Occupancy Standards**

Staff raised discussion of minimum occupancy requirement of 60 days or local employment verification, which was removed from the draft. Hedin brought up concern that this could be abused for overnight accommodation uses. Discussion regarding challenges with enforcement and use of penalties to discourage improper and illegal uses. Agreement to leave the minimum occupancy requirement at the current draft of 60 days rather than reducing it to 30 days.

### **Pilot Program Cap discussion continued**

Hedin expressed support for a more limited cap to begin with. Walker reiterated that the Commission could vote to expand at any time. General consensus for maintaining a cap of 150 with a one-year sunset. Walker stressed that a lower cap would allow for necessary adjustments to be made before unintended consequences could potentially occur with a higher allowance. Staff to consider language introducing the idea of application windows for interested developers.

### **Workshop concluded at 3:54 p.m.**

### **4:01 Call to Order Regular Commission Meeting (1:59:40)**

### **Pledge of Allegiance**

### **4 p.m. Citizens to Be Heard (2:00:45)**

Grand County resident Celia Alario spoke on agenda Item K in support of Option B for multiple use and sustainable yield. Stated that opportunities for quiet use has diminished with increased motorized uses. Right and rational use in historically quiet areas is to limit loud motorized uses.

Grand County resident Jack Hanley spoke in support of the letter of support on Item K. Background working with the National Park Service and in leading volunteer groups on BLM land within the travel management area in question. Proliferation of unauthorized user created trails has made controlled management of these areas nearly impossible. Upper 10 Mile Canyon showing motorized use treading directly over archaeological sites.

Grand County resident Jim Farnsworth pleaded for solutions and spoke regarding drainage issues on his family's property at 2130 S Shumway Lane, which is experiencing challenges with regarding an abandoned drainage ditch and sewer line close to breaking and draining into Pack Creek, in association with the Buena Vista development, with description and actions taken to receive assistance through the Grand County engineer.

Patrick McKay, Vice President of Colorado Off Road Trail Defenders expressed that the County Commission was siding with radical environmental groups and that the proposed letter of support for option B would go too far in limiting already well-established motorized use with significant cultural value. States that there is already a good balance between multiple recreation uses across Grand County, and that motorized users continue to lose trails while other users continue to gain them. Stated that BLM is legally required to manage public lands for multiple use.

Marc Horwitz expressed support for the Commission's letter of support for option B, agenda item K. In reference to the ADO overlay, Horwitz stated that such alternative dwelling uses should be considered and designed for the Grand County owned Old Spanish Trail Arena land.

Sara Melnicoff stated that the health of the planet should be the priority and not what user should have priority over another, which is why she supports option B in the travel plan, agenda item K.

Kent Green spoke in opposition of the letter of support for option B, agenda item K. Green expressed that physically handicapped individuals rely on roads to access public lands. Spoke that this letter does not represent the views of many in Grand County.

Dan Kent spoke in support of the letter for option B, agenda item K, spoke to the impacts of increased motorized road establishment on public lands, and how these trails are not well managed and maintained.

Wayne Hoskisson spoke that none of the alternatives close routes that are part of Jeep Safari. Stated that noise impacts both people and animals in negative ways. Supports option B, regarding agenda item K.

Danielle Parker and Paul Marivo, Grand County residents of 1925 Shumway Lane, going forward with a plan with mitigate water drainage, wants to know what Grand County's plan is for mitigating water, especially off of Murphy Lane.

Pete Gross spoke in favor of the letter supporting option B, agenda item K. Stated that he is also concerned about route closures for non-motorized recreation, which motorized use has also affected. Stated that quiet recreation occupies less overall space.

**Presentations** (none scheduled)

## **Department Reports**

### **Grand County Maintenance Department** (Shawn Fugit, Facilities Department Head)

Fugit presented 2021-2022 department overview, as shown in the packet, including completed projects such as paved path maintenance, remodeling improvements within the County offices, and other significant maintenance and repair projects, as well as upcoming projects such as Courthouse HVAC replacement, Grand Center roof replacement, Courthouse boiler room repair and generator replacement.

## **Ratification of Payment of Bills**

**Motion by** Commissioner Hedin to approve and ratify payment of bills in the amount of \$1,138,857.78 and payroll in the amount of \$319,911.54 for a combined total of \$1,458,769.32.

**Motion Seconded by** Commissioner McGann

**Discussion** (none at this time)

**Motion passes 7-0**

### **Commission Member Disclosures (none at this time)**

Commissioner Clapper disclosed that he has in the past served as an event coordinator with Craggin' Classic, agenda item G, and still has relationship with event sponsors the American Alpine Club

### **General Commission Reports and Future Considerations (2:42:30)**

Jacques Hadler

- Thompson Springs Water District, longtime secretary Lori Bell resigned, new secretary hired, discussion with BLM regarding acquisition of water rights from BLM spring above Thompson, flash flood caused contamination of water storage,
- Community Rebuilds open house at Arroyo Crossing welcoming 8 new homeowners
- Moab Area Chamber of Commerce, October 29 fall banquet at red cliffs lodge, discussion regarding Christmas holiday parade
- Upcoming candidate debate for contested races
- Future consideration: Star grant approval slated for 10/18 meeting

Trisha Hedin

- SEUALG, building committee for new AOG office in Price
- Land Use public workshop at Lion's Park
- Meeting with Elmgreens and Utah Division of Wildlife regarding conservation easement for wildlife and preservation of archaeological resources, to be further studied and examined

Sarah Stock

- Community Renewable Energy Program Meeting
- Moab Mosquito Abatement District
- Moab Area Watershed Partnership meeting, erosion damage minimal in locations with extensive intact floodplain, Jean Riley, Stormwater section supervisor with Utah division of Water Quality, gave a presentation regarding guidelines for stormwater management that exist under MS4 regulations for municipalities, which would be a good resource for updating stormwater plan.

Kevin Walker

- Meeting with PLPCO and Kendall Laws
- BAB meeting

Mary McGann

- International Peace Day observance
- Solid Waste Special Service District, conversation regarding new management
- UMTRA future site committee, planning visit to Washington, D.C. in February/March 2023
- Economic Diversification Advisory Board meeting, overview of 2022 accomplishments, 17 business received flood relief grants with more to come, Rural County Grant, update regarding housing nexus study, economic development master plan
- BAB meeting

Josie Kovash

- meeting with Utah Indigent Defense Commission to check back on using Utah grant program to support local efforts for indigent defense and public defense, potential partnership with nearby counties

Evan Clapper

- Sandflats meeting, discussion about budget and monsoon impacts, UTV test bill which has seen lots of involvement from sandflats staff
- Attended future land use public workshop at Lion's Park

**Elected Official Reports**

Grand County Clerk/Auditor Gabriel Woytek

- Public L&A 10/17 at 2pm

- Ballots slated to be mailed out 10/18

**Commission Administrator Report** (none at this time)

**Approval of Minutes** (Gabriel Woytek, Clerk/Auditor)

September 20<sup>th</sup>, 2022 (Regular County Commission Meeting)

**Motion by** Commissioner McGann to approve the minutes from September 20<sup>th</sup>, 2022, with revisions as stated into the record by Clerk/Auditor Woytek.

**Motion Seconded by** Commissioner Walker

**Discussion** (none at this time)

**Motion Passes 7-0**

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

**A. Presentation and Discussion on Community Renewable Energy Program** (County Commissioner Stock) (3:01:55)

**Presentation and Discussion**

Commissioner Stock presented CREP updates, as shown in the packet. Goal to acquire 'net-100' renewable electricity for participating communities by 2030. 25% of Rocky Mountain Power's Utah electricity customers are participating. Overview of CREP agency structure, program implementation timeline, utility agreement targeted for November/December of 2022, draft model ordinance to be finalized by December 2022, low-income plan programmatic approaches and upcoming need to select elective approach.

**B. Approving Ordinance Establishing Grand County Criminal Justice Coordinating Council and Adopting Title 7, Grand County Code** (Christina Sloan, Grand County Attorney) (3:26:20)

**Presentation**

Hall explained the need to pass the ordinance, as shown in the packet. Discussion regarding Commission appointment.

**Motion by** Commissioner Clapper to adopt the proposed Ordinance establishing the Grand County Criminal Justice Coordinating Council and adopting Title 7 of the Grand County Code, and move to appoint Commissioner Clapper to serve as the County Commissioner serving on the Council

**Motion Seconded by** Commissioner Walker

**Discussion** (none at this time)

**Motion passes 7-0**

**C. Approving Ordinance to Amend Article 4, Special Purpose Overlay Districts to Establish an “Alternative Dwelling Overlay District” Pilot Program** (Grand County Planning and Zoning Staff) (3:29:30)

**Motion by** Commissioner McGann to postpone consideration of the proposed ordinance to Amend Article 4, Special Purpose Overlay Districts to establish an “Alternative Dwelling Overlay District” Pilot Program

**Motion Seconded by** Commissioner Clapper

**Discussion**

Walker offered comments regarding the intent and careful consideration of the proposed ordinance, discussion at workshop warranted more time to incorporate revisions. Expectation to vote on 10/18.

**Motion to postpone passes 7-0**

**D. Arroyo Crossing Tract J Amended Final Plat** (Planning and Zoning Director Elissa Martin) (3:33:00)

**Presentation**

Staff presented the proposed amendment, as shown in the packet. Staff recommends approval.

**Motion by** Commissioner Walker to approve the Findings of Fact set forth in the staff report dated August 17, 2022 and the proposed Resolution approving the Final Plat of Arroyo Crossing, Phase I Corrected, Tract J, Amended with the following conditions: 1. The First Amendment to Neighborhood Covenants, Restrictions, and Conditions shall be recorded simultaneously with the Final Plat in the real property records of Grand County.

**Motion Seconded by** Commissioner Hedin

**Discussion** (none at this time)

**Motion passes 6-0, McGann absent**

**E. Approving Property Tax Abatements and Cancelations through 9-28-2022** (Chris Kauffman, Grand County Treasurer) (3:36:00)

**Presentation**

Kauffman present proposed abatements and cancelations, as shown in packet. Fiscal impact of \$267,386.87, including state reimbursements. Substantial increase in abatements due to dramatic increase in property values. Fiscal impact of abatements spread across all taxing entities, collection rate goes down and taxing rates go up for all other taxpayers.

**Motion by** Commissioner Hedin to adopt the resolution allocating healthcare facilities sales and use tax revenues received during calendar year 2023.

**Motion Seconded by** Commissioner Clapper

**Discussion**

Commissioner Walker thanked Treasurer Kauffman for the clear and thorough presentation.

**Motion passes 7-0**

**F. Approving Denial of Tax Relief Applications through 9-28-2022** (Chris Kauffman, Grand County Treasurer)

**Presentation**

Treasurer Kauffman described 4 applications which were denied due to being over the income threshold (both state and Grand County limits). State law requires that they be brought to the Commission for official denial. Tax relief documents are protected record. Correction that the packet refers to 5 denials when there are only 4 actually being presented.

**Motion by** Commissioner Stock to approve the denial of tax relief applications numbered 1 to 4 for 2022 as presented.

**Seconded by** Commissioner Walker

**Discussion** (none at this time)

**Motion passes 7-0**

**G. Approval of the 2022 Moab Craggin' Classic Special Event Permit** (Angela Book, Director, Old Spanish Trail Arena) (3:49:00)

**Presentation**

Book presented event details, as shown in the packet.

**Motion by** Commissioner McGann to approve the 2022 Special Event Permit for the Moab Craggin' Classic.

**Motion seconded by** Commissioner Kovash

**Discussion** (none at this time)

**Motion passes 6-0, Clapper abstains**

**H. Approving a Resolution Modifying the Grand County Employee Handbook on Work Policies, Work Hours and Remote Work** (Renee Baker, Personnel Services Director) (3:51:03)

**Presentation**

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

**Motion by** Commissioner Walker to approve the resolution titled: "A resolution of the Grand County Commission updating the Grand County Employee Handbook Section X. Work Policies - All Employees, J. Work Hours and X. Remote Work" effective October 5th, 2022.

**Motion seconded by** Commissioner Kovash

**Discussion**

Commissioner Walker spoke to the dynamics of remote work and acknowledged that they are thorny questions and trusts County administrators to make the right decisions in this regard. Hedin spoke to the importance of the physical presence of county staff in the county offices.

**Motion passes 7-0**

**I. Approving Demolition of Structure Northwest of County Courthouse (3:55:00)**

**Presentation**

Strategic Development Director Baird described the proposed action. Cost of upgrades and necessary remodel are prohibitive. No friable asbestos found.

**Motion by** Commissioner Clapper to award the demolition bid to S&S Enterprises of Moab in the amount of \$38,000.00, and authorize the chair to sign all associated documents

**Motion seconded by** Commissioner McGann

**Discussion** (none at this time)

**Motion passes 7-0**

**J. Approving a Study of Rents and Fees at the Airport (Christina Sloan, Grand County Attorney)  
(3:57:00)**

**Presentation**

Attorney Sloan described overdue need for the proposed action, as described in the packet. Unimproved and landside rents not contemplated in current rent and fee schedule. Expense not budgeted for. Strategic Development Director Baird explained that it would have to come out of the Commissions discretionary fund, rather than an existing airport grant that may not be applicable.

**Motion by** Commissioner McGann to approve the Study of Rents and Fees at the Airport, to be performed by Aviation Management Consulting Group, for \$16,850 dollars.

**Motion seconded by** Commissioner Hedin

**Discussion** (none at this time)

**Motion passes 7-0**

**6 p.m. Citizens to be Heard**

Lauren Campbell, resident of Virgin, Utah, representative of the Public Lands Alliance, Blue Ribbon Coalition and Family Motor Coach Association. Expressed shock at Commission endorsement of option B, agenda item K. Stated that previous Travel Management Plans have already drastically reduced motorized trails. Proposed eliminated roads in option B are well loved and iconic, increased user conflict and overcrowding on trails will be a result. Stated that seasonal closures are sufficient in protecting bighorn sheep lambing season. Expressed that signage is effective in resource management. Believes that road closures are discriminatory against the elderly and those with physical disabilities. Stated that business community would be negatively affected. Expressed support of balanced option C.

Sam Van Wetter spoke in support of option B, agenda item K, stressed the important use of platform for the Commission to express this support. Consortium of river guides and permit holders are supportive of option B. pragmatic planning necessary to maintain road access for emergency use. Never planned as a

recreation area, not commensurate to the capacity of present visitation. More than 80% of this travel management is within half a mile of a route.

**K. Labyrinth Rims/Gemini Bridges TMA Comment Letter (Commissioner Walker) (4:08:55)**

**Presentation**

Commissioner Walker discussed the process leading to the proposed comment letter. Rationale given for the proposed letter. Walker stated that all agree on a balanced plan, but don't agree on what constitutes a balanced plan. Alternatives C and D show at least 90% within a ½ mile of road or motorized trail. Current trends in visitation and recreation demand a more pointed effort to segregate uses.

**Motion by** Commissioner Stock to approve the attached comment letter for the Labyrinth Rims/Gemini Bridges TMA draft environmental assessment.

**Motion seconded by** Commissioner Kovash

**Discussion**

Commissioner Hedin expressed appreciation for the public comment, both for and against the proposed letter. Hedin referenced relatively small pockets of refuge for wildlife in the La Sal Mountains, and that desert big horn sheep need greater refuge across this habitat. Commissioner McGann expressed concern about the wildlife, described growing up in Moab and regularly visiting the back country which was previously sparsely visited. Current use patterns, especially when considering noise, demand more balance in creating areas further away from roads and motorized trails. Sheep populations are down from what would be ideal. Chair Hadler, member of the Trail Mix and Motorized Trail Committees, spoke in support of the letter despite unease at acts of closure. Commissioner Clapper stated that he has hesitance around option B, hopes that the BLM will consider creating new single-track options, hopes that this will lead to creating more recreation opportunities. Amount of volume of use, especially very recently, demands some action to start this planning process.

**Motion passes 7-0**

**L. Adopting Ordinance Repealing and Replacing Chapter 8.16 (Special Events) of the Grand County General Ordinances and Related Ordinance No. 658 (Commission Administrator Nassau) (4:20:25)**

**Presentation**

Administrator Nassau described the lengthy process associated with the proposed ordinance. High Impact and Low Impact designations added to the current draft, which will initially be determined by the Special Event Advisory Committee. Any Special Event Application will be preceded by an intent to apply. Criteria to apply exemptions to high impact designation. Walker clarified that there are two important designations which are: what qualifies as a special event and what qualifies as a high impact event. Quarterly review process and special events coordinator pieces well defined based on discussion up to this point. Review of tables in the draft ordinance that outline impact tiers, deadlines, and review schedules. Commissioner Clapper asked whether it is ready for approval now, considering the potential need for many small revisions, with direction to staff to begin implementing new system. Attorney Sloan recommended waiting until the next meeting for approval. Commissioner Walker again brought up the need to discuss the two important designations mentioned previously, as well as capacity, limits, and saturation of events. Nassau proposed receiving a blessing from the Commission regarding the presently drafted language of the intent to apply so that staff may begin implementing the new system, as well as flexibility to be offered to applicants within interim implementation period. Commissioner Stock expressed hesitance about demanding significant narrative plans from applicants in an intent to apply document, which is required well before the event. No

need to include an initial list of vendors in intent to apply. Further discussion regarding revisions needed to current draft to be ready for approval at next meeting. Review of definitions of low-impact characteristics in most recent draft. Commissioner Walker suggested the inclusion of crowding or noise in residential neighborhoods, including vehicles and amplified sound. Removal of direct references to names of particular roadways in residential areas, but perhaps reference to some examples rather than an inclusive list. Attorney Sloan stated that she suspects that defining law enforcement demands beyond normal operations will push many events into the high impact designation. Discussion regarding a cap on motorized vehicles for low impact designation. Discussion regarding definition of events, including a comparison with what the Bureau of Land Management considers beyond threshold of normal use, which is 25 mechanized vehicles. Commissioner Walker clarified that high impact events exempted from high impact approval pathway should still be defined high impact as part of the wider special event landscape. Commissioner Clapper discussed the need for a post event evaluation process. Discussion regarding the definition of a special event, the 'exception' section in the draft. 250 total daily attendees or 50 motorized vehicles identified as appropriate thresholds for considering a non-commercial non-competitive gathering a special event.

**Motion by** Commissioner McGann to postpone the 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.

**Motion seconded by** Commissioner Kovash

**Discussion**

Clapper sought an update on Special Event Coordinator position. Job posted, interviews and hiring not yet begun until more clarity is achieved regarding the currently contemplated process.

**Motion to postpone passes 7-0**

**M. Rescission of Resolution No. 3245 (2020), ATV Special Event Moratorium** (Commission Administrator Nassau) (5:23:15)

**Presentation**

Nassau presented the proposed action, as shown in the packet. Stated no conflict in passing the rescission before approving the Special Events Ordinance.

**Motion by** Commissioner Walker to rescind and void Grand County Resolution No. 3245 (2020), which shall be of no further force or effect.

**Motion seconded by** Commissioner McGann

**Discussion**

Commission Walker stated that a new special events policy will allow for a much more holistic way in the approval or denial of events. The spirit of the moratorium will remain in place with the new policy. Commissioner Kovash referenced approval of the next item which includes ATVs as a potential problem in approving this motion.

**Motion passes 4-3, Stock, Kovash, and Clapper in opposition**

**N. Amending the Approval of the 2022 Fallen Peace Officers Event** (Angie Book, Old Spanish Trail Arena Director)

## **Presentation**

Book presented the event, as shown in the packet. Commissioner Walker sought clarification on why the event is being reviewed again. Was rescheduled, with one condition removed, which was for Jeeps to be replaced with ATVs.

**Motion by** Commissioner McGann to approve the 2022 Fallen Peace Officers Event originally scheduled on April 22<sup>nd</sup> – 23<sup>rd</sup> to the new date of November 10<sup>th</sup> -- 12<sup>th</sup>.

**Motion seconded by** Commissioner Hedin

## **Discussion**

Commissioner Hadler expressed support for the spirit and purpose of the event and has been assured that the necessary trailering will occur and that the event will be held responsibly. Commissioner Walker expressed value in attaching findings to the motion so that it does not appear to set an inappropriate precedent. This event constitutes a drop in the bucket compared to impacts from rental companies and private users, addressing noise is best addressed through the Land Use Code.

**Amended motion by** Commissioner Walker to include the following findings associated with the beneficial impact of the event:

- 1) Event involves only one trail ride associated with the Fallen Peace Officer trail ride located on SITLA and sovereign lands situated 15 miles north of town,
- 2) Assurance by organizers that all-terrain vehicles will be trailered to the trailhead,
- 3) 100 percent of proceeds go to the organizer's charity: the Brody Young Scholarship Fund, and
- 4) The event has been recurring for 10 years with no issues.

**Amended motion seconded by** Commissioner McGann

## **Discussion**

County Attorney Sloan asked Brody Young, appearing for organizers, what kind of vehicles particulate in the event. Brody responded that it involves Jeeps, 4x4s, ATVs, motorcycles, and horses. Clapper expressed that due to sticking with policy and the discussion in the community that he would be voting against approval, but not due to being opposed to this particular event.

**Amended motion passes 5-2, Stock and Clapper opposed**

## **Consent Agenda – Action Items (5:40:30)**

- O. Letter of Support for Safe Streets for All Grant (SS4All)
- P. Extending a State of Local Emergency Due to Severe Rain and Flash Flooding
- Q. Grand County Children's Justice Center Utah Attorney General Office VidaNyx Annual Contract 2022
- R. Appointing Volunteer Member to The Airport Board
- S. Council on Aging Board Member Approval
- T. Ratifying Signature on Road Equipment Order

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

**Motion seconded by** Commissioner Walker

**Discussion** (none at this time)

**Motion passes 7-0**

**Discussion Items** (none scheduled)

**Public Hearings** (none scheduled)

**Closed Session(s)**

**Motion by** Commissioner McGann to enter closed session for the discussion of pending or reasonably imminent litigation

**Motion seconded by** Commissioner Hedin

**Discussion** (none at this time)

**Motion passes 7-0**

**Chair Hadler adjourned meeting at 7:58 pm**

---

Jacques Hadler  
Chair, Grand County Commission

---

Gabriel Woytek  
Grand County Clerk/Auditor

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**OCTOBER 18, 2022**

Agenda Item:

<b>TITLE:</b>	Cooperative Funding Request from UGS for Matheson Wetlands Study
<b>FISCAL IMPACT:</b>	\$22,111 (County FY 2022) and \$12,000 (County FY 2023)
<b>PRESENTER(S):</b>	Sarah Stock

**Prepared By:**

**SARAH STOCK**

**FOR OFFICE USE ONLY:**

**Attorney Review:**

**SUGGESTED MOTION:**

I move to approve the cooperative funding request of \$22,111 (County FY 2022) and \$12,000 (County FY 2023) from the UGS for the Matheson Wetlands Study and authorize the chair to sign all associated documents.

- Option: Expedite the funding for 2023 and take it out of this year's budgeted amount (\$34,111 for FY 2022).

**BACKGROUND:**

- Both the valley fill aquifer and the Glen Canyon aquifer discharge through the Matheson Wetlands. There is a brine layer underlying the valley fill aquifer in the wetlands. Much is unknown about both the annual discharge from the wetlands as well as the extent of the brine layer.
- The Utah Geologic Survey Groundwater and Wetlands Program has undertaken a study to develop a water budget, constrain the subsurface position of the brine, and map the vegetation of the wetlands.
- The study seeks to determine baseline conditions to evaluate against future change. This information is essential for us as a community to be able to evaluate the impact that ongoing drought and development have on our shared water resources.
- Funding was set aside in the 2022 Budget under Commissioner Discretionary Fund for water monitoring projects.

**ATTACHMENT(S):**

- Matheson Wetlands Study Fact Sheet
- Matheson Wetlands Study Presentation (seen under agency presentations)

\_\_\_\_\_

# MATHESON WETLANDS PRESERVE WATER MONITORING, WATER BUDGET, WETLAND MAPPING, AND WETLAND CHANGE ANALYSIS

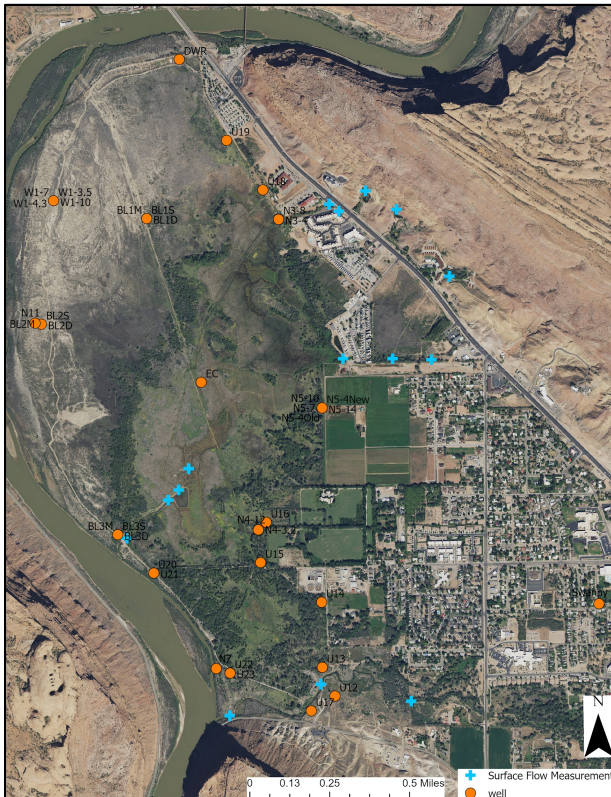
*Utah Geological Survey Groundwater and Wetlands Program*

The Scott and Norma Matheson Wetlands Preserve (MWP) is a rare wetland ecosystem adjoining the Colorado River riparian corridor. This unique, ecologically important wetlands in the arid portion of the Colorado Plateau attracts and supports many avian, animal, and plant species, as well as recreational and educational opportunities.

Brine water exists beneath freshwater in the valley fill aquifer of the MWP. The specific conductivity of the brine exceeds 100,000  $\mu\text{S}/\text{cm}$ , double that of typical seawater. Changes to the hydrologic system (drought, development) may result in brine discharging to the Colorado River and degradation of the wetlands.

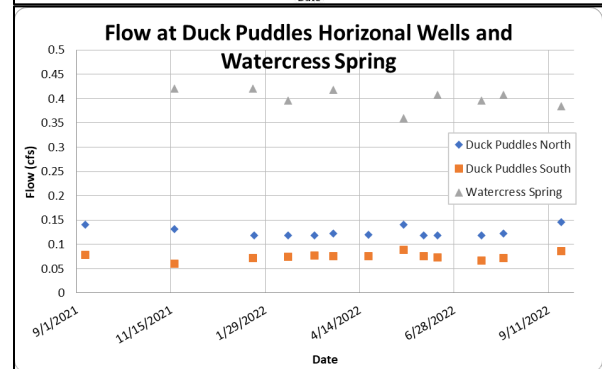
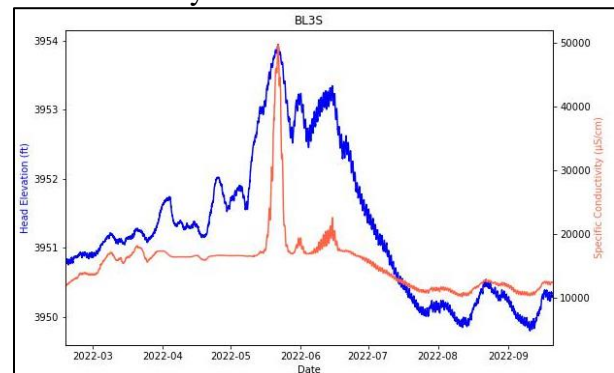
and map the vegetation of the MWP. We are measuring surface water flow at springs east of Hwy 191 and locations throughout the MWP. We installed eighteen pressure transducers in monitoring wells to track groundwater elevation, eight of which are also measuring salinity. We are conducting geophysical and water chemistry analyses to constrain the location and origin of the brine layer. Field work will continue through June 2023 and a draft report for partners' review will be available in early 2024.

Our results will help assess potential impacts of ongoing groundwater development, and provide recommendations for long-term monitoring of sites in and adjacent to the MWP, including monitoring the discharge of Glen Canyon Group springs and fluctuations in the brine layer.



*Sampling and Monitoring Locations in the MWP*

The Utah Geological Survey has undertaken a study to develop a water budget, constrain the subsurface position of the brine,



*Example plots of groundwater elevation and salinity in a well (above) and spring flow from the Glen Canyon Group aquifer (below)*

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**OCTOBER 18, 2022**

Agenda Item:

<b>TITLE:</b>	Cooperative funding request from USGS for Salinity Studies
<b>FISCAL IMPACT:</b>	\$19,361 (suggested maximum)
<b>PRESENTER(S):</b>	Sarah Stock

**Prepared By:**  
**SARAH STOCK**

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

**SUGGESTED MOTION:**

I move to approve the funding of \$19,361 to the USGS for Salinity Studies on the Colorado River and Matheson Wetlands and authorize the chair to sign all associated documents.

**BACKGROUND:**

- It is unknown how much brine from the Paradox Formation underlying the Matheson Wetlands seeps into the Colorado River each year. This is of international importance, as the Colorado River Salinity Control Act seeks to keep salinity under certain thresholds before delivery to irrigators in the US and Mexico. During this historic drought and low river flows, sampling along the Colorado River will yield the most accurate results to help quantify this brine input.
- Changes in the freshwater aquifer (due to development and/or ongoing drought) above the brine layer could have various effects on the brine underneath. The pump test described will give us an idea about what might happen in a future with decreased freshwater and how that might affect wetland health and salinity in the Colorado River.
- The total cooperative funding ask is \$45,000. This value could be shared over multiple state and local cooperators. The USGS will match the \$45,000 at a rate of 66/33 and provide \$30,000. The Colorado River Salinity Control Program has already obligated \$67,500.
- Funding was set aside in the 2022 Commissioner Discretionary Fund for water monitoring projects.

**ATTACHMENT(S):**

- USGS Salinity Study Brief

## USGS Salinity Study Brief

Recent and historical studies related to water availability in Spanish Valley, UT have encountered the shallow presence of Paradox Formation brine in the northern part of the valley within in the Matheson Wetlands Preserve. Early snowpack and stream runoff projections for 2022 indicate that the long-term drought will likely persist into 2023. The volume of brine that discharges to the Colorado River is not well quantified and is difficult to measure due to the large size of the river. Near record low flows in the Colorado River during baseflow conditions are likely in the fall and winter of 2022 and provide an opportunity to quantify the loading potential from the Spanish Valley brines at low river stage that were encountered in the river during the early spring of 2022. The relation between environmental impact and the associated stream chemistry will be investigated through a synoptic or “snapshot” sampling effort, where surface water is collected from several sites along a stream reach or across a watershed in a short amount of time. Special emphasis will be given to sample the river during lowest anticipated flows to remove uncertainty.

Shallow monitoring wells have been drilled in multiple locations throughout the Matheson Wetlands Preserve. Most of these wells were drilled as part of freshwater availability studies and focus on areas around Mill Creek. The density of wells that are drilled to investigate the salt water/ freshwater interface at depth is more limited. A current study lead by the Utah Geological Survey is monitoring locations where the interface is present. More wells are needed to gain a better understanding of the relationship between the brine and the overlying freshwater in the valley-fill aquifer. New sites for wells will be generated by data gap analysis of the current wells under study. A small-scale pumping test will be conducted at one of the proposed drill sites with multiple monitoring locations to investigate the potential movement of the deep brine as a result of removal of overlying freshwater in the aquifer.

Colorado River Salinity Control Program	\$67,500
USGS (match for cooperative funding at 66/33)	\$30,000
Cooperative Funding match	\$45,000
Total study funding	\$142,500

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**OCTOBER 18, 2022**

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

**Prepared By:**

Mallory Nassau

**FOR OFFICE USE ONLY:**

**Attorney Review:**

Complete – 9/20/22  
Workshop Scheduled

\*\*Postponed at  
9/20/22 meeting.  
Discussion and  
possible action on  
10/4/22

\*\*\*Proposed action  
item on 10/18/22

**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 Ordinance establishes a quarterly review schedule and process for special event Intent to Apply submissions. The Ordinance also integrates the proposed Special Event Coordinator’s role processing applications and conducting post event evaluations. Lastly, the Ordinance modifies some of the application requirements and amends deadlines.

**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 Grand County Commission 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 October 18, 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 October 18, 2022 as follows:

*Those voting aye:*

*Those voting nay:*

*Those absent:*

**Grand County Commission:**

**ATTEST:**

---

Jacques Hadler, Chair

---

Gabriel Woytek, Clerk/Auditor

## EXHIBIT A

### Chapter 8.16 Special Events

#### Sections:

- 8.16.010 Purpose and Intent**
- 8.16.020 Special Event Permits Required**
- 8.16.030 Definitions**
- 8.16.040 Exceptions**
- 8.16.050 Special Events Advisory Committee**
- 8.16.060 Impact Tier Characteristics - Low & High**
- 8.16.070 Approval Authority**
- 8.16.080 Intent to Apply Requirements**
- 8.16.090 Intent to Apply Review - Low Impact Determination**
- 8.16.100 Intent to Apply Review - High Impact Determination**
- 8.16.110 Application Requirements**
- 8.16.120 Deadlines**
- 8.16.130 Fees**
- 8.16.140 Conditions**
- 8.16.150 Post Event Evaluation**
- 8.16.160 Grounds for Denial**
- 8.16.170 Final Decisions; Appeals**
- 8.16.180 Enforcement**
- 8.16.180 Remedies and Penalties**
- 8.16.190 Constitutional Right**
- 8.16.200 Severability**

#### **8.16.010 Purpose and Intent**

It is necessary for Grand County to regulate the assemblage of people on private and public land in the unincorporated County to protect the health, safety, and welfare of County inhabitants, and improve the morals, peace, good order, comfort, convenience, and aesthetics of the County, its present and future inhabitants, and local businesses. Accordingly, the purpose of this Chapter 8.16 is to ensure that Special Events in Grand County:

- A. Do not cause Excessive and Unusual Noise, disruption or crowding on County roadways, neighborhoods, or public lands;
- B. Offer a diversity of Special Events and opportunities for residents and visitors alike; and
- C. Do not overwhelm local resources, including public safety agencies.

#### **8.16.020 Special Event Permit Required**

No person, organization, business, firm or other entity 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. All Special Events which are located within or start or end in Grand County require a Special Event Permit even if the Permittee has obtained a Special Recreation Permit (SRP), or similar, from the state or federal government.

#### **8.16.030 Definitions**

- A. "Application Requirements" shall mean all requirements outlined in Section 8.16.080. If permission is given for the applicant to submit a complete application, this shall also mean all requirements outlined in Section 8.16.110.
- B. "Characteristics" shall mean components of proposed Special Events that do not constitute approval or denial but serve as a tool for assessing alignment with Section 8.16.060.
- C. "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.
- D. "Committee" or "SEAC" shall mean the Special Events Advisory Committee, the composition, duties and obligations of which are set forth below.
- E. "Daily Total Attendance" shall mean and include all registrants, spectators (including family or crew for the registrants), staff (including agents and subcontractors), volunteers, vendors, and any other participants.
- F. "High Impact Event" shall mean a proposed Special Event that does not meet all of the Low Impact Characteristics set forth in Section 8.16.060 and which requires review and approval by the County Commission.
- G. "Intent to Apply" or "ITA" shall mean formal notice from an organization, entity, or individual requesting approval to proceed with the Special Event Permit application.
- H. "Low Impact Event" shall mean a proposed Special Event that meets all of the Low Impact Characteristics set forth in Section 8.16.060 and which may be reviewed and approved by the Committee.
- I. "Permit Conditions" shall mean conditions for approval and issuance of a Special Event Permit provided in Section 8.16.140.
- J. "Permittee" shall mean the applicant for the Special Event who becomes the Permittee upon issuance of a Special Event Permit by the County.
- K. "Quarterly Review Meeting" shall mean an open and public meeting of the County Commission to review Special Event ITAs for approval or denial to

proceed with a complete application.

- L. “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 and/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 agencies, including but not limited to land management agencies; and other agencies the County deems appropriate.
- M. “Special Event” or “Event” shall mean a sporting, cultural, entertainment, commercial, competitive or similar gathering or activity that impacts the County, it’s present or future inhabitants, or local businesses, whether for profit, non-profit or charitable purposes, 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 where any one of the following criteria applies:
- i. Noise that exceeds permissible levels set forth in Title 11 of the Grand County General Ordinances (the “Noise Ordinance”) may be used or created;
  - ii. Activities exceed the normal scope of the permitted use of the property;
  - iii. Participants expect a duty of care, aka safety;
  - iv. Public rights of way, including County roads and sidewalks, may be fully or partially closed; OR
  - v. The County Commission determines that the proposed Event will result in identifiable impacts on County services or the health, welfare, peace, comfort, or safety of Grand County residents or visitors.

By way of illustration, except as limited by Section 8.16.040, Special Events include events where entrance/participant fees are charged or suggested or other compensation is exchanged, retail sales are conducted or vendors offer goods or services, or trail rides regulated by a commercial, organized group/event, or competitive SRP issued by the state or federal government are organized; races; concerts; or a public assembly, such as a parade, rally, or celebration.

Special Events do not include gatherings that meet the exception criteria set forth in Section 8.16.040 below.

- N. “Special Event Coordinator” or “SE Coordinator” means a Grand County employee to which the County Commission has delegated the processing of Special Event permits, including post event reviews.
- O. “Special Event Permit” or “Permit” means a certificate or other written approval sought by an applicant for a Special Event as defined in this Chapter, granted by the County Commission or its designee, the Clerk/Auditor. A Special Event

Permit shall authorize the Permittee to operate the Special Event and conduct business in Grand County during the duration of the Special Event dates approved by the County.

#### **8.16.040 Exceptions**

A Special Event shall not include:

- A. Non-commercial, non-competitive family, friends, or youth events such as weddings, family reunions, dances, parties, or garage sales with less than 250 Daily Total Attendance or 50 Motor Vehicles;
- B. Conferences, trainings, lectures, sporting events, or similar events held in a permitted permanent facility consistent with the facility's occupancy and design standards; or
- C. Community events owned or sponsored by resolution by the County at a County-owned facility.

#### **8.16.050 Special Events Advisory Committee**

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

Special Event Coordinator;  
Commission Administrator;  
Economic Development Director;  
County Attorney;  
Clerk/Auditor; and  
One County Commissioner.

- B. Duties and Obligations.

- i. Subject to this Chapter 8.16 and the Governing Documents of the Committee, the Committee shall develop all necessary application forms and documents consistent with and required by this Chapter;
  - a. conduct initial ITA reviews upon submission to determine the Impact Tier and Approval Authority based on the County's philosophy, as determined by a unanimous vote of the Committee
  - b. refer High Impact Events to the County Commission for approval or denial;
  - c. review all complete Special Event applications;
  - d. refer technical matters to the related Referral Agencies; and
  - e. recommend approval or denial of each Special Event application, with or without conditions, to the Clerk/Auditor or County Commission.

Notwithstanding the above Duties and Obligations, the County Commission has the authority to review and approve or deny any ITA submission as well as complete applications.

### **8.16.060 Impact Tier Characteristics - Low Impact and High Impact**

Event Tiers are determined by the SEAC. The below impact tier characteristics and Special Event criteria provided in 8.16.030(M) shall be considered when determining if an ITA is low or high impact.

A. Low impact characteristics:

- i. Maximum Daily Total Attendance is estimated to be less than 250 people or 50 Vehicles;
- ii. No anticipated noise or crowding impacts or other disruption on County roadways, neighborhoods, or public lands, which roadways include but are not limited to Mill Creek Drive, Kane Creek Boulevard, and Spanish Valley Drive;
- iii. No impact on County resources and staffing beyond normal operations; or
- iv. No additional Public Safety staffing beyond normal operations.

B. Proposed Special Events that meet all of the Low Impact Characteristics are deemed Low Impact Events. Low Impact Events shall comply with the application procedure set forth in Sections 8.16.090, 8.16.110 and 8.16.120.

C. All other proposed Special Events are deemed High Impact Events. High Impact Events shall comply with the application procedure set forth in Sections 8.16.090, 8.16.110 and 8.16.120.

### **8.16.070 Approval Authority**

The Approval Authority for both ITAs and complete applications shall be based on the designation of the proposed Special Event as low impact or high impact, as summarized in Table 1.

A. Pursuant to Sections 8.16.050 and 8.16.090, SEAC shall:

- i. Review and approve or deny ITAs for Low Impact Events; and
- ii. Review and approve or deny all Special Event Applications, unless the Commission reserves approval authority to itself per Section 8.16.070(B).

Nothing in this Section 8.16.070(A) shall limit the authority of SEAC to refer an ITA or Special Event Application to the Commission nor limit the authority of the Commission to request review of an ITA or Special Event Application.

B. Pursuant to Sections 8.16.050 and 8.16.100, the Commission shall review and approve or deny ITAs for High Impact Events. Nothing in this Section 8.16.070(A) shall limit the authority of the Commission to reserve to itself authority to review and approve or deny a Special Event Application as a condition of ITA approval.

**TABLE 1. Approval Authority**

<b>Impact Tier Approval Authority</b> SEAC = Special Event Advisory Committee, CC = County Commission			
<b>Impact Tier</b>	<b>Tier Determination</b>	<b>ITA - Review &amp; Approval or Denial</b>	<b>Complete Application - Review &amp; Approval or Denial</b>
Low Impact	SEAC	SEAC	SEAC
High Impact	SEAC	CC	SEAC * <small>*Unless CC condition for ITA approval is the CC approval or deny</small>

**8.16.080 Intent to Apply Requirements**

By the deadlines stated in Table 2 (Section 8.16.120), the applicant shall submit an ITA application which includes all of the following information (except as expressly set forth in this Section 8.16.080). Approval of an ITA does not constitute approval of the Special Event. Applicants must receive ITA approval by the Approval Authority prior to submitting a Special Events application.

- A. Name, address, telephone number, and email address of applicant and single point of contact for each day of proposed Special Event;
- B. The proposed dates and times of operation of the proposed Special Event, including Event setup and Event takedown/cleanup;
- C. Event type and narrative;
- D. Anticipated elements such as road closures, residential impact (trail access, alcohol served; food services, vendor, types of live entertainment or recreation, sound systems, etc.);
- E. Description of the benefit(s) the proposed Special Event adds to the Community (optional but encouraged);
- F. The proposed Event location(s), including address or other identifying information, and for multiple event locations, the distance between them;
- G. Anticipated average Daily Total Attendance, broken down into the following categories:
  - i. registrants;
  - ii. spectators;
  - iii. staff;
  - iv. volunteers;
  - v. vendors (number and type); and
  - vi. any other participants.
- H. List of initial vendors including name, contact, email, a list of products to vend;
- I. The name, address, telephone number, and email address of property owner(s) for

- each proposed Event location; and
- J. Whether the event has obtained an SRP from a state or local government and the type of SRP.

#### **8.16.090 Intent to Apply Review - Low Impact Events**

- A. The SE Coordinator shall schedule all ITAs for Low Impact Events for consideration by the SEAC within 15 days.
- B. If the SEAC approves the ITA, the Coordinator shall immediately notify the applicant with permission to submit a Special Event Application.
- C. The applicant shall submit a complete Special Event Application within the time period stated in Section 8.16.120 (Table 2). An application shall be deemed complete upon submission of all items required by Section 8.16.110.
- D. Upon an applicant's submission of a complete Special Events Application, the SE Coordinator shall immediately refer the application to the appropriate Referral Agencies for review. The Referral Agencies shall recommend approval or denial of the application, with or without conditions.
- E. Upon recommendation by the Referral Agencies, the SE Coordinator shall immediately refer the application, with or without conditions, to the Committee for final review within the time period stated in Section 8.16.120 (Table 2), the SEAC shall approve, deny, approve with conditions, or request additional information from the applicant.
- F. If SEAC finds that grounds for denial set forth in Section 8.16.160 apply, the SEAC may deny the proposed Special Event with written findings of fact supporting the denial.
- G. The SE Coordinator shall be responsible for noticing the applicant of all decisions of the SEAC.

#### **8.16.100 Intent to Apply - High Impact Events**

- A. The SE Coordinator shall schedule all ITAs for High Impact Events for consideration by the County Commission at their next Quarterly Review Meeting as set forth in Table 3.
- B. At the Quarterly Meeting:
- i. The SE Coordinator shall present each ITA, and the Special Events Calendar for the month of the proposed Special Event, to the County Commission;
  - ii. The Commission shall take into consideration which proposed Special Events provide the best overall benefit to the community based on the following factors:
    - a. Compatibility with the Purpose and Intent Set forth in Section 8.16.010;
    - b. Community well-being, participation and benefit;
    - c. Locally origin and sponsorship; and
    - d. Positive Post Event Evaluations.
  - iii. The County Commission shall approve the ITA, deny the ITA by adopting Findings of Fact to support the denial, approve the ITA with

conditions, or request additional information from the applicant.

- C. If the Commission grants approval of the ITA, the SEAC shall process the application as set forth in Section 8.16.090 subject to conditions imposed by the Commission, unless the Commission reserved final approval authority to itself when approving the ITA.
- D. If the Commission conditions final approval on its review, the SE Coordinator shall forward the application to the Commission immediately upon review and approval of a complete application by the Referral Agencies; provided, however, that if the application is not complete by the deadlines set forth in Section 8.16.120, then it is automatically denied.
- E. Upon review of a complete application, the County Commission shall approve the application; deny it by adopting Findings of Fact to support the denial; approve with conditions including but not limited to those set forth in Section 8.16.140; or request additional information of the applicant, in which instance the Commission may grant a written extension to the deadlines set forth in Section 8.16.120.
- F. The SE Coordinator shall be responsible for noticing the applicant of all decisions of the County Commission.

#### **8.16.110 Application Requirements**

By the deadline stated in Table 2 (Section 8.16.120), and upon the County's approval of the ITA application, the applicant shall submit a Special Event Application, which shall include all of the following information:

- A. Special Event Application;
- B. Application Fee;
- C. If applicant is an entity, Statement of Authority, Corporate Bylaws, or Organizational Operating Agreement proving signatory authority to bind the applicant entity;
- D. Applicant's sales tax account number, temp sales tax account number or 501(c)(3) non-profit organization confirmation letter;
- E. Property owner(s) signature(s) authorizing the proposed Special Event on the property;
- F. Schedule of activities for the proposed Special Event;
- G. A Site Plan and a Detailed Course Map for each proposed Special 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.
- H. Final vendor list including name, contact, email, a list of products to vend, a copy of each vendor's sales tax account number issued by the State of Utah (or 501(c)(3) non-profit organization confirmation letter), and a copy of each vendor's business or temporary business license issued by Grand County. The list shall be submitted to the County at least 3 days before Special Event setup begins. No extensions and no exceptions shall be permitted. If a vendor is not included on the final Vendor List, or is otherwise denied by the County in writing, they are denied permission to vend at the Special Event.
- i. For vendors required to register with the Industrial Hemp or Cannabis division of the Utah Department of Agriculture and Food, a copy of the Hemp or Cannabis license for the precise Special Event Location is required;
  - ii. For vendors selling food, a copy of vendor's SEUHD food permit;
- I. Sanitation service commitments, including the following minimum mandatory requirements: daily recycling and garbage pick-up, daily restroom hauling and cleaning, handwash replenishing, and waste diversion plan;
- J. Certificate of insurance naming Grand County as an Additional Insured in an amount not less than \$1 million per occurrence and \$2 million aggregate in effect for the duration of the proposed Special Event;
- K. County Indemnification Agreement;
- L. Any pertinent information requested by the Referral Agencies concerning impacts generated by the event including traffic control, security, emergency medical services, etc.;
- M. Any impact mitigation plan(s) requested by the Approval Authority;
- N. Contingency Plan considering any emergency plans, medical service, fire and police, residential notification and mitigation plan;
- O. Additional Special Requirements, as applicable:
- i. If the proposed Special Event serves alcohol, Grand County Local Consent;

- a. Applicant’s Utah Department of Alcoholic Beverages Services (“DABS”) License shall be submitted to the County at least 3 days before the Special Event begins. No extensions and no exceptions shall be permitted. If the DABS license is not submitted by this deadline, Permittee shall not serve or sell alcohol at the Special Event;
- ii. If the proposed Special Event utilizes state or federal land or facilities, copies of required permits and approvals from said entities, including but not limited to SRPs;
- iii. If the proposed Special Event occurs in a public right of way (streets or sidewalks), 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;
- iv. If the proposed Special Event involves Utah Department of Transportation (“UDOT”) managed rights of way, a copy of the UDOT permit; and
- v. If the Special Event is located at the Old Spanish Trail Arena or other County facility:
  - a. Signed OSTA Agreement;
  - b. A certificate of insurance naming Grand County as an Additional Insured showing alcohol liability insurance in the amount of \$500,000.

**8.16.120 Deadlines**

Intent to Apply and complete applications must be submitted no later than the deadlines described below and are based on the impact determination. If an applicant is uncertain which impact tier applies to their application, they should submit an ITA based on the earlier deadlines for a High Impact Event.

**A. Low Impact Events** that may be approved by the SEAC shall adhere to the following deadlines:

- i. Intent to Apply must be submitted at least 60 days prior to the proposed Special Event date. The relevant deadlines are provided in Table 2.
- ii. Complete Special Event application must be submitted at least 30 days prior to the event date.
- iii. Post Event Survey must be completed within 60 days following the event end date.

**B. High Impact Events** that require Commission approval shall adhere by the following deadlines:

- i. Intent to Apply must be submitted at least 6 months but no more than 12 months prior to the proposed event date.
  - a. As per Section 8.16.120, ITAs will be reviewed quarterly by the Commission. The quarterly review schedule is provided below and summarized in Table 3.

- 1. **Quarter 1 Events:** January 1 - March 31  
ITA Deadline - First Monday of July

Commission Review Date - Second Commission meeting in July  
 Complete Application 60 days in advance of the event

2. **Quarter 2 Events:** April 1 - June 30  
 ITA Deadline - First Monday of October  
 Commission Review Date - Second Commission meeting in October  
 Complete Application 60 days in advance of the event
3. **Quarter 3 Events:** July 1 - September 30  
 ITA Deadline - First Monday of January  
 Commission Review Date - Second Commission meeting in January  
 Complete Application 60 days in advance of the event
4. **Quarter 4 Events:** October 1 - December 31  
 ITA Deadline - First Monday of April  
 Commission Review Date - Second Commission meeting in April  
 Complete Application 60 days in advance of the event

- ii. As a condition of ITA approval, the Commission may require that they conduct the final review and permit approval/denial.
- iii. Complete Special Event application for High Impact Events must be submitted at least 60 days prior to the proposed event date.
- iv. Post Event Survey must be completed within 60 days following the event end date.

**TABLE 2. Deadlines**

Event Impact Determination	ITA Submission Deadline	ITA Review Date	ITA Review & Approval/ Authority	Complete Application Deadline	Approval Authority
Low Impact (SEAC Review & Approval)	60 days prior to event	Within 15 days of submission	SEAC	At least 30 Days prior to event	SEAC
High Impact (Commission Review & Approval)	First Monday of the month based on the event quarter	Second Commission Mtg of the Month based on the event quarter	County Commission	At least 60 days to the event	SEAC*  Unless ITA approval condition of Commission approval

**TABLE 3. Commission Quarterly Review Meeting Schedule**

Event Quarter	For Events Held:	ITA Deadline	Meeting Review Date	Complete Application Deadline
Q1	January 1 – March 31	First Monday in July	Second Commission Mtg - July	60 days pre-event
Q2	April 1 - June 30	First Monday in October	Second Commission Mtg - October	60 days pre-event
Q3	July 1 - September 30	First Monday in January	Second Commission Mtg - January	60 days pre-event
Q4	October 1 – December 31	First Monday in April	Second Commission Mtg - April	60 days pre-event

**8.16.130 Fees**

- A. Application Fees: Each Special Event Application shall be accompanied by a nonrefundable Application Fee, established by the Grand County Consolidated Fee Schedule (collectively “Application Fees”). The Application Fees shall be due regardless of the location of the Special Event and at the time of submission. Applications shall not be deemed complete until the applicable Application Fee has been paid. The payment of the Application Fees 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. Sheriff’s Fees: Special Events shall be subject to any applicable Sheriff’s Fees as established by the Grand County Consolidated Fee Schedule.
- C. Cost Recovery Surcharge: In addition to the Application and Sheriff’s 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.
- D. Financial Security: The County Commission or Committee may require an applicant to post a cash deposit 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.

**8.16.140 Conditions**

The County Commission or the Committee may impose conditions on the Special Event Permit to achieve the Purposes and Intent set forth in Section 8.16.010, either in the Special Event application or at the time of approval of the Special Event. The Permittee shall

submit proof of compliance with the conditions within the time period set forth in Section 8.16.140. Conditions may include, but are not limited to:

- A. Security requirements;
- B. Additional liability insurance if deemed necessary by the Budget Officer or County Attorney;
- C. Damage deposit or surety bond to guarantee the obligations hereunder;
- D. Cost Recovery Surcharge;
- E. Additional indemnification and/or liability waivers;
- F. Limits upon days or hours of operation, number of participants, size and type of lighting, acreage and location, audio or visual equipment, or noise;
- G. Requirements for emergency medical, fire protection, and/or law enforcement services (such as vehicle escorts, crowd control, and/or traffic control);
- H. Additional parking and/or traffic control; and
- I. Recycling, waste removal and sanitation.

**8.16.150 Post Event Evaluation**

- A. Within the time period set forth in Section 8.16.150, the Permittee shall submit the County’s Post Event Survey with the following information:
  - i. Total fees charged, including entrance/participant fees, booth/vendor or other vendor fees, or any other fee generated by the event;
  - ii. Actual Daily Total Attendance per day, broken down in the following categories:
    - a. registrants;
    - b. Spectators;
    - c. staff;
    - d. Volunteers;
    - e. vendors (number and type); and
    - f. any other participants.
- B. Upon receipt of the Post Event Survey, the SE Coordinator shall conduct a Post Event Evaluation of each Special Event and compliance with Application requirements and Permit conditions. The SE Coordinator shall present the results of the Evaluation to the SEAC for discussion and action.
- C. If the SEAC determines that Permittee did not comply with any material Application requirement or Permit condition, the SEAC shall issue a Notice of Failure to Comply to the Permittee. If the SEAC determines that Permittee did not comply with any non-material Application requirement or Permit condition, the SEAC shall issue a Post Event Report with Improvement Plan to the Permittee. As used herein, a “material requirement or condition” shall mean any requirement or condition related to the health and safety of Event Attendees, the County, or County inhabitants.
- D. The County’s failure to conduct a Post Event Evaluation or issue a

Notice or Report does not constitute a finding of good standing for any particular Special Event and is not a waiver of remedies hereunder.

#### **8.16.160 Grounds for Denial**

Hosting a Special Event in Grand County is a privilege. Thus, the County may deny an application for a Special Events upon written Final Decision with Findings of Fact, including but not limited to the following:

- A. The County determines that other Special Events planned for the same dates provide greater overall benefit to the community;
- B. The County determines that the County or public safety agencies do not have sufficient capacity to staff the proposed Special Event;
- C. Applicant submits incorrect, incomplete, or false information, including an inaccurate or incomplete estimate of the Daily Total Attendance;
- D. 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, which determination may be supported by community complaints received in advance or after the Special Event;
- E. The zoning of the proposed Special Event site does not permit the use contemplated by the applicant;
- F. The proposed Special Event is illegal or does not otherwise comply with local, state, or federal law;
- G. Applicant refuses or fails to pay required fees or to comply with permit requirements or conditions;
- H. Impacts associated with the proposed Special Event cannot be mitigated;
- I. Applicant does not meet the deadlines and timelines required herein;
- J. Permittee fails to comply with the prior year's Application requirements or Permit Conditions, as determined by a Post Event Evaluation or other notice of deficiency;
- K. The Post Event Evaluation or other notice of deficiency for a prior event year justifies denial; or
- L. Executive or Public Health orders preclude the Event as per the order's provisions.

#### **8.16.170 Final Decisions; Appeals**

An applicant may appeal a Final Decision under this Chapter to the County within thirty (30) days of the date thereof pursuant to Chapter 8.16 of the Grand County General Ordinances, as amended.

#### **8.16.180 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.

### **8.16.190 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;
- E. Deny the Permittee or Special Event a Special Event Permit for up to the following three (3) years; or
- F. Request a state or federal land management agency to cancel or suspend Permittee's SRP for violations of local law.

DRAFT

**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.

**Agenda Summary**  
**Grand County Commission Meeting**  
**SPECIAL EVENT INTENT TO APPLY QUARTERLY REVIEW**

<b>Title:</b>	Special Events Intent to Apply Quarterly Review
<b>Fiscal Impact:</b>	N/A
<b>Presenter(s):</b>	Rachel Bartlett, Economic Development Department Administrative Assistant, and Angie Book, OSTA Director

**Prepared By:**

RACHEL BARTLETT  
 EDD ADMINISTRATIVE  
 ASSISTANT

**Special Event  
 Committee Review:**

Complete

**Suggested Motion:**

I move to approve the following Special Event Intent to Applies (ITAs) for the first and second quarters of 2023.

AND/OR – If applicable

I move to approve the following Special Event Intent to Applies (ITAs) for the first and second quarters of 2023 with the following conditions for the proposed event.

**Background:**

Event sponsors interested in holding an event(s) in Grand County must submit an ITA. The Special Event Advisory Committee (SEAC) reviews all ITAs and determines if the proposed event is high or low impact. As per the Special Event Ordinance, high-impact ITAs are reviewed by the County Commission at a quarterly meeting. The reviews are scheduled based on the quarter the proposed event would be held.

**January Intent to Applies  
 (in chronological order)**

1. Arches Ultra Marathon
  - Type: Athletic, Competition
  - Dates: 1/28/23
  - Total Daily Attendance: 1385

Staff Notes:

- Running event using Brands, Klonzo, and Klondike Bluffs.
- 5 years of history in good standing.
- ITA approved by SEAC before process change.

**February Intent to Applies**

2. Moab's Red Hot
  - Type: Athletic, Competition
  - Dates: 2/18/23
  - Total Daily Attendance: 1100

Staff Notes:

- Running event using lower Gemini Bridges area.
- 16 years of history in good standing.
- ITA approved by SEAC before process change.

## March Intent to Applies

### 3. Live at Red Cliffs

- Type: Other - Concert Series
- Dates: March-June 2023 (8 Concerts)
- Total Daily Attendance: 750

#### Staff Notes:

- Music event held at Red Cliffs Lodge using permanent stage.
- Schedule is not finalized.

### 4. Moab Run the Rocks

- Type: Athletic, Competition
- Dates: 3/3/23-3/5/23
- Total Daily Attendance: 500

#### Staff Notes:

- Running event using Gemini Bridges/Magnificent 7, Brands, and Navajo Rocks.
- New event.
- ITA approved by SEAC before process change.

### 5. Skinny Tire Fest

- Type: Athletic, Fundraiser
- Dates: 3/11/23-3/14/23
- Total Daily Attendance: 645

#### Staff Notes:

- Road cycling event using Loop Rd, Potash Rd, 313 to Dead Horse Point State Park, and Arches National Park.
- 22 years of history in good standing.
- Fundraiser for American Lung Society.

### 6. Canyonlands Half Marathon

- Type: Athletic, Competitive
- Dates: 3/18/23
- Total Daily Attendance: 1700

#### Staff Notes:

- Running event using Hwy 128.
- Requires Advanced Life Support Station.
- 47 years of history in good standing.
- ITA approved by SEAC before process change.

### 7. Behind the Rocks Ultra

- Type: Athletic, Fundraiser
- Dates: 3/25/23
- Total Daily Attendance: 450

#### Staff Notes:

- Running event using Behind the Rocks area. Minimal trail usage in Grand County.
- 9 years of history in good standing.
- ITA approved by SEAC before process change.

### 8. Moab Rocks

- Type: Athletic, Competitive
- Dates: 3/25/23-3/27/23
- Total Daily Attendance: 435

#### Staff Notes:

- Mountain biking event using Whole Enchilada, Klondike Bluffs, and Magnificent 7.
- 10 years of history in good standing.
- ITA approved by SEAC before process change.

9. FCA US EJS Activities

- Type: Motorized
- Dates: 3/28/23-4/7/23
- Total Daily Attendance: 100

Staff Notes:

- Sponsored by GMC for content creation and customer tours.
- EJS vendor.

10. Easter Jeep Safari

- Type: Motorized, Exhibit
- Dates: 3/31/23-4/9/23
- Total Daily Attendance: 750

Staff Notes:

- 58 years of history in good standing.
- Groups of 35 vehicles or less.

**April Intent to Applies**

11. Westin Auto EJS Activities

- Type: Motorized
- Dates: 4/1/23-4/3/23
- Total Daily Attendance: Unknown

Staff Notes:

- Sponsored by Superwinch for content creation and customer tours.
- EJS vendor.

12. Rockstar Performance Garage Content Creation

- Type: Motorized
- Dates: 4/2/23-4/8/23
- Total Daily Attendance: 50

Staff Notes:

- 10 years of history with filming on trails.
- EJS vendor.

13. AEV Customer Tour EJS Activities

- Type: Motorized
- Dates: 4/3/23-4/4/23
- Total Daily Attendance: 40

Staff Notes:

- EJS vendor.

14. Wheel Pros EJS Activities

- Type: Motorized
- Dates: 4/4/23
- Total Daily Attendance: 100

Staff Notes:

- Single trail run.
- EJS vendor.

15. Green River Dirt Bike Rally

- Type: Motorized, Exhibit
- Dates: 4/13/23-4/15/23
- Total Daily Attendance: 430

Staff Notes:

- Only uses White Wash Sand Dunes area in GC; most of the event is in Emery County including exhibit.
- Minimal attendance in GC (~15 people/motos per day).
- Motos are trailered/trucked to trailhead.
- No SAR extractions in history of event.

16. Amasa Trail Race

- Type: Athletic, Competition
- Dates: 4/15/23
- Total Daily Attendance: 310

Staff Notes:

- Running event using Amasa Back area.
- 13 years of history in good standing.
- ITA approved by SEAC before process change.

17. Cruise Moab - Rising Sun

- Type: Motorized, Exhibit
- Dates: 4/17/23-4/22/23
- Total Daily Attendance: 555

Staff Notes:

- 25 years of history in good standing.

18. Grand Circle TrailFest: Moab

- Type: Athletic, Exhibit
- Dates: 4/26/23-4/30/23
- Total Daily Attendance: 700

Staff Notes:

- Running event using Pritchett and Hunter Canyon, Kane Springs, BSA Moab Base Camp, Gemini Bridges, and Porcupine Rim trails.
- New event.

19. Building Man

- Type: Festival
- Dates: 4/26/23-4/30/23
- Total Daily Attendance: 500

Staff Notes:

- Private property with CUP.
- Music and sustainability festival.
- 12 years of history with good standing.

**May Intent to Applies**

20. Bikerpelli

- Type: Athletic
- Dates: 5/4/23-5/6/23 & 5/11/23-5/13/23
- Total Daily Attendance: 98

Staff Notes:

- Gravel/mountain bike event using Kokopelli Trail from Fruita to Moab.
- Fully supported event: food, medical, etc.

21. Bronco Safari

- Type: Motorized, Exhibit
- Dates: 5/2/23-5/6/23
- Total Daily Attendance: 335 people/175 vehicles

Staff Notes:

- 12 years of history in good standing.

22. Gran Fondo Moab

- Type: Athletic, Competition
- Dates: 5/6/23
- Total Daily Attendance: 625

Staff Notes:

- Road bike event using Loop Rd.
- 9 years of history in good standing.

23. Raptors on the Rocks

- Type: Motorized, Exhibit
- Dates: 5/11/23-5/14/23
- Total Daily Attendance: 125

Staff Notes:

24. CO2UT Gravel Bike Event

- Type: Athletic, Competition
- Dates: 5/13/22
- Total Daily Attendance: 560

Staff Notes:

- Gravel bike event using Bookcliffs area roads.
- GCSO requires security.

25. Jeep Jamboree

- Type: Motorized
- Dates: 5/18/23-5/20/23
- Total Daily Attendance: 250

Staff Notes:

- Additional dates for 2023.
- 25 years of history for Fall event.

26. Willys Rally

- Type: Motorized, Exhibit
- Dates: 5/19/23-5/21/23
- Total Daily Attendance: 100

Staff Notes:

- Mostly exhibit with a few short trail runs.
- Staging and exhibit at Red Cliffs Lodge.

27. Gone Moab

- Type: Motorized
- Dates: 5/21/23-5/26/23
- Total Daily Attendance: 145 people/70 vehicles

Staff Notes:

- 22 years of history.

**June Intent to Applies**

28. Canyonlands PCRA Rodeo

- Type: Athletic, Livestock, Competition

- Dates: 6/2/23-6/4/23
- Total Daily Attendance: 1050+

Staff Notes:

- County Resolution.
- 73 years of history.

29. Moab Music Festival - High Water

- Type: Festival
- Dates: 6/9/23-6/12/23
- Total Daily Attendance: 100-300

Staff Notes:

- 6 of dates proposed are part of a guided river trip.

30. Desert RATS Kokopelli 150

- Type: Athletic
- Dates: 6/19/23-6/24/23
- Total Daily Attendance: 60

Staff Notes:

- Running event using Kokopelli Trail.

ATTACHMENT(S):

1. Arches Ultra Marathon - January ITA
2. Moab Red Hot - February ITA
3. Live at Red Cliffs - March-June ITA
4. Moab Run the Rocks - March ITA
5. Skinny Tire Fest - March ITA
6. Canyonlands Half Marathon - March ITA
7. Behind the Rocks Ultra - March ITA
8. Moab Rocks - March ITA
9. FCA US Easter Jeep Safari Activities - March/April ITA
10. Easter Jeep Safari - March/April ITA
11. Westin Auto EJS Activities - April ITA
12. Rockstar Performance Garage Content Creation - April ITA
13. AEV Customer Tour EJS Activities - April ITA
14. Wheel Pros EJS Activities - April ITA
15. Green River Dirt Bike Rally - April ITA  
SRP Post Use Report
16. Amasa Trail Race - April ITA
17. Cruise Moab - Rising Sun - April ITA
18. Grand Circle TrailFest: Moab - April ITA
19. Building Man - April ITA
20. Bikerpelli - May ITA
21. Bronco Safari - May ITA
22. Gran Fondo Moab - May ITA
23. Raptors on the Rocks - May ITA
24. CO2UT Gravel Bike Event - May ITA
25. Jeep Jamboree - May ITA
26. Willys Rally - May ITA
27. Gone Moab - May ITA
28. Canyonlands PCRA Rodeo - June ITA
29. Moab Music Festival - High Water - June ITA
30. Desert RATS Kokopelli 150 - June ITA

31. Quarter Calendar w/approved events, ITAs, complete applications in process & ITAs under review.

32. Annual Calendar w/approved events, ITAs in process & ITAs under review.

---

2023

Event Quarter	Event	Date of Event	ITA in Google drive Yes or No	2022 SE Permit	Status (ITA Submitted, ITA approved & application in process, or permit approved)	Type	Total Daily Attendance	Local Sponsor	Recurring in Grand County - # of years
Q1 - January 1 - March 31	Arches Ultra	1/28	<a href="#">Yes</a>	Yes	In Progress	Athletic, Competition	1385	Yes	5
	Red Hot	2/18	<a href="#">Yes</a>	Yes	In Progress	Athletic, Competition	1100	Yes	16
	Live at Red Cliffs (Spring)	Mar-June	<a href="#">Yes</a>	Yes	ITA Submitted	Other - Concert	750	Yes	1
	Moab Run the Rocks	3/3-3/5	<a href="#">Yes</a>	Yes	In Progress	Athletic, Competition	500	Yes	0
	Skinny Tire Fest	3/11-3/14	<a href="#">Yes</a>	Yes	ITA Submitted	Athletic, Charity	645	Yes	22
	Canyonlands Half Marathon	3/18	<a href="#">Yes</a>	Yes	In Progress	Athletic, Competition	1700	Yes	47
	Behind the Rocks Ultra	3/25	<a href="#">Yes</a>	Yes	In Progress	Athletic, Competition	450	Yes	9
	Moab Rocks	3/25-3/27	<a href="#">Yes</a>	No	In Progress	Athletic, Competition	435	No	10
Q2 - April 1 - June 30	Jeep Safari - RR4W	3/31-4/9	<a href="#">Yes</a>	Yes	ITA Submitted	Motorized, Exhibit	750	Yes	58
	FCA (sub-event EJS)	3/28-4/7	<a href="#">Yes</a>	**	ITA Submitted	Motorized	100	No	**
	Westin Auto (sub-event EJS)	4/1-4/3	<a href="#">Yes</a>	**	ITA Submitted	Motorized	?	No	**
	Content Creation (filming EJS)	4/2-4/8	<a href="#">Yes</a>	**	ITA Submitted	Other - Film	50	No	**
	AEV Customer Tour (sub-event EJS)	4/3-4/4	<a href="#">Yes</a>	**	ITA Submitted	Motorized	40	No	**
	Wheel Pros (sub-event EJS)	4/7	<a href="#">Yes</a>	**	ITA Submitted	Motorized	100	No	**
	Adventure Rabbi Passover	4/7-4/9	<a href="#">Yes</a>	Yes	ITA Submitted	Religious	165	No	10
	GR Dirt Bike Rally	4/13-4/15	<a href="#">Yes</a>	No	ITA Submitted	Motorized, Exhibit	430	Yes	0
	Amasa Trail Race	4/15	<a href="#">Yes</a>	Yes	In Progress	Athletic, Competition	310	Yes	13
	Cruise Moab - Rising Sun	4/17-4/22	<a href="#">Yes</a>	Yes	ITA Submitted	Motorized, Exhibit	555	No	25
	Trail Fest	4/26-4/30	<a href="#">Yes</a>	No	ITA Submitted	Athletic, Exhibit	750	No	0
	Building Man	4/26-4/30	<a href="#">Yes</a>	Yes	ITA Submitted	Festival	500	Yes	12
	Bikerpelli	5/4-5/6	<a href="#">Yes</a>	No	ITA Submitted	Athletic	98	No	0
	Utah Bronco Club	5/5	<a href="#">Yes</a>	Yes	ITA Submitted	Motorized, Exhibit	335	No	12
	Gran Fondo	5/6	<a href="#">Yes</a>	Yes	ITA Submitted	Athletic, Competition	625	Yes	9
	Bikerpelli	5/11-5/13	<a href="#">Yes</a>	No	ITA Submitted	Athletic	98	No	0
	Raptors on the Rocks	5/11-5/14	<a href="#">Yes</a>	Yes	ITA Submitted	Motorized, Exhibit	125	No	3
	CO2UT Gravel Bike Event	5/13	<a href="#">Yes</a>	Yes	ITA Submitted	Athletic, Competition	560	No	4
	Jeep Jamboree	5/18-5/20	<a href="#">Yes</a>	No	ITA Submitted	Motorized	250	No	0
	Willys Rally	5/19-5/21	<a href="#">Yes</a>	No	ITA Submitted	Motorized, Exhibit	100	No	0
	Gone Moab	5/21-5/26	<a href="#">Yes</a>	Yes	ITA Submitted	Motorized	145	No	22
	Barrels 4 Bucks	5/27-5/29	<a href="#">Yes</a>	Yes	ITA Submitted	Athletic, Livestock, Comp	120	No	12
	Canyonlands PRCA Rodeo	6/2-6/4	<a href="#">Yes</a>	Yes	ITA Submitted	Athletic, Livestock, Comp	1050	No	73
	MMF High Water	6/9-6/12	<a href="#">Yes</a>	Yes	ITA Submitted	Festival	100-300	No	1
Desert Rats	6/18-6/24	<a href="#">Yes</a>	Yes	ITA Submitted	Athletic	60	No	1	



**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**10/18/2022**

<b>TITLE:</b>	STAR Business Grant 2022 Funding Increase
<b>FISCAL IMPACT:</b>	\$500,000
<b>PRESENTER(S):</b>	August Granath, Economic Development Director Ben Alter, Economic Development Specialist

**Prepared By:**  
  
Ben Alter, Economic  
Development Specialist

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

**RECOMMENDED MOTION:**

I move to allocate \$500,000 of the economic diversification transient room tax (TRT) dollars made available during the September 20th, 2022 Grand County commission meeting towards the Sustainable and Resilient (STAR) Business Grant program.

**BACKGROUND**

During the September 20, 2022 regular Grand County Commission meeting, commissioners voted to move \$500,000 of economic diversification TRT reserve dollars into the fiscal year 2022 budget. Though these dollars were moved with the intention of bolstering the STAR Business Grant program, a formal motion must be made to allocate them to the specific line item in our department's budget.

With the addition of these funds, the total STAR Business Grant pot numbers \$1,046,160: \$500,000 as originally budgeted, \$500,000 additional funds allocated, and \$46,160 from the Rural County Grant Part A FY22 award (earmarked specifically for workforce housing support).

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**10/18/2022**

<b>TITLE:</b>	Award of Sustainable and Resilient (STAR) Business Grants
<b>FISCAL IMPACT:</b>	\$709,135
<b>PRESENTER(S):</b>	August Granath, Economic Development Director Ben Alter, Economic Development Specialist

**Prepared By:**  
 Ben Alter, Economic Development Specialist

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

**RECOMMENDED MOTION:**

I move to approve the following STAR Business Grants awards:

- \$4,800 to Real Green Clean, LLC
- \$7,000 to Wild Raven Soap Company LLC
- \$10,000 to Canyonlands Field Institute, Inc.
- \$11,068 to Friends of Moab Folk Festival
- \$12,500 to Sundial Medicinals, LLC
- \$14,750 to TerraSophia LLC
- \$17,494 to Farm Yard, LLC
- \$20,000 to Science Moab Engagement Initiative
- \$22,735 to Desert Sun Ceramics
- \$25,000 to Grounded Healing Therapy, LLC
- \$31,226 to Tres Flojos, LLC
- \$33,500 to Blaze Bicycles, Inc.
- \$40,250 to Arches Handyman LLC
- \$45,000 to Wildland Scapes LLC
- \$46,312 to Community Rebuilds
- \$47,500 to Seekhaven, Inc.
- \$50,000 to Westside Woodworks LLC
- \$70,000 to Heron School LLC
- \$100,000 to ABC Thompson LLC
- \$100,000 to Moab Free Health Clinic

**BACKGROUND**

During the week of September 11, 2022 the STAR Business Grant Evaluation Committee convened and reviewed all complete applications to this year's STAR Business Grant round. During this period, the committee made funding recommendations for 35 organizations as either "partial" or "full" awards based on the criteria laid out in the program.

Approval of these awards will not trigger the immediate disbursement of award checks, as the Grand County Economic Development Department (EDD) and the Grand County Attorney's Office continue to work on a grant award contract that outlines awardee expectations, match requirements, and funding exclusions (such as advertising, rent, and products intended for mark-up and/or resale); however, as the evaluation committee has made these funding recommendations, the EDD is eager to carry them out. Awards will be provided on a 90/10 basis.

All STAR Business Grant applicants (whether they are to receive an award or not) will receive feedback forms that provide insight into how the evaluation committee ruled on their application.

The EDD was only able to announce funding awards on October 12, 2022 and is only presenting the awards that received an affirmative response from awardee representatives that day. A second, smaller cohort of STAR Business Grant awards is expected to be submitted for approval at the November 1, 2022 Grand County Commission meeting.

**ATTACHMENT(S):**

- 1 Summary of proposed STAR Business Grant awards
- 2 STAR Business Grant program pilot as approved by the Grand County Commission on April 19, 2022

**Proposed STAR Business Grants 2022**  
First Cohort

Real Green Clean	\$4,800	Applicant will purchase an electronic bike and trailer from a local electric bike dealer to alleviate travel burdens for their employees.
Wild Raven Soap	\$7,000	Applicant will create sustainable employment for the organization's owner-operators with the goal of developing an additional paid position through an increase in business revenue via increased productivity, expanded events participation, and enlarged wholesale capacity.
Canyonlands Field Institute	\$10,000	Applicant will hire, train, and grow a full-time Development Director and Development Office. The Director will focus on growing revenues from grants, foundations, and individuals. Applicant aims to triple its revenues over three years with a full-time fundraiser that focuses on statewide and national-level grants.
Friends of Moab Folk Festival	\$11,068	Applicant proposes a dynamic approach to ensuring the organization's long-term success and defining what it means to be a progressive, sustainable organization in 2022. Applicant strives to provide staff with a fulfilling place to work and affords a comfortable quality of life, which includes updating its infrastructure to reduce waste and increase safety for our events as well as increasing accessibility for all attendees so that a disability does not limit event attendance.
Sundial Medicinals	\$12,500	Applicant aims to expand the production and open hours of its retail shop while offering livable wages. Applicant's goal is to grow their business sufficiently during their year of grant support to sustain increased wages and extended

		employment hours into the future. This will the applicant to delegate management tasks to employees, creating capacity that will allow for client expansion, marketing, and development. Increased retail hours will result in increased sales and business expansion.
Terra Sophia	\$14,750	Applicant will develop and deliver a watershed-friendly training program to effectively prepare employees for work in this expanding field. The program will focus on creating training pathways in low-tech erosion control and watershed-friendly landscaping practices such as greywater, rainwater harvesting, and drip irrigation. The project includes contracting graphic design and video production services and providing on-the-job training to develop this project and support business operations
Farm Yard LLC	\$17,494	Applicant is repurposing a building that has been moved from a Main Street business into a studio on the applicant's property. This studio will support event design and education and will have cool storage in the form of a Cool Bot walk-in cooler system. The project will support the applicant's move from a personal kitchen and allow for the expansion of flower sales by increasing holding times from harvest to distribution.
Science Moab	\$20,000	Applicant will use funds to support its School to Science program. School to Science works to increase local students' scientific knowledge, academic achievement, college & career readiness, and - ultimately - economic mobility by partnering with Grand County High School's (GCHS) Career and Technical Education (CTE) program to offer job shadows, internships, & field trips with scientists working locally. It leverages hands-on science education as a workforce development tool, equipping

		students to enter the STEM field, the fastest-growing national job sector.
Desert Sun Ceramics	\$22,735	Applicant will build a Mud Barn; a 12' x12' temperature controlled, insulated shed located behind the organization's main studio. The Barn will store bulk clay, clay scraps and equipment for reclaiming used clay and chemicals for mixing glazes. The Barn will help alleviate crowding during the winter months, which is the organization's busy season. The extra space will allow more wire shelving to accommodate more members. Clay and glaze chemicals have a high silica content. Relocating them outside of the studio will also increase the air quality and reduce exposure to silica harmful dust. Additionally, the applicant is requesting funding to get tutored on Quickbooks and accounting.
Grounded Healing Therapy LLC	\$25,000	Applicant organization is comprised of local therapists offering nature-based therapy, workshops, and retreats. Applicant's services are aimed to support those in self-awareness, discovery, growth, healing, and wellness. Workshops and retreats consist of 1-3-day long adventure outdoor activities, where the organization also provides food that comes from a local farm, promoting holistic wellness. The applicant aims to create diverse safe places that inspire clients to take control of their mental health and live an authentic life. STAR funds will act in part as start-up funds.
Tres Flojos, LLC	\$31,226	Applicant will use the funds to jumpstart their construction of employee housing.
Blaze Bicycles	\$33,500	Applicant aims to significantly increase production and sales by expanding from a boutique bicycle frame building operation into a small production facility with CNC machining capabilities. This grant will help the applicant undertake larger production runs of existing parts, produce more complicated parts, expand

		their product line, support other frame builders, and boost sales.
Arches Handyman LLC	\$40,250	Applicant will build a shop to house new and used excess materials/project waste that can be reused instead of wasted, housing inventory. The space will add space for work/fabrication and create space for employees. The applicant will also purchase a tractor to help complete jobs more efficiently/cost-effectively.
Wildland Scapes	\$45,000	Applicant will procure a soil-making machine to increase productivity and reduce the cost of labor for plant production by reducing soil-making time from 8+ hours per 1/2 cu yard to less than 1 hour total time per 1/2 cu yard. The applicant will also increase its shaded areas to improve plant establishment, speed plant growth, and improve working conditions. These improvements will increase the availability of hard-to-find, drought-tolerant plants in SE Utah for landscapes through increased production capacity and selection.
Community Rebuilds	\$46,312	Applicant will establish an in-house drafting and consultation branch. Applicant's goal is to offer sustainable building plans at a sliding scale rate to the people of Grand County to take advantage of current building ordinances controlling subdividing, Accessory Dwelling Units, and Internal Accessory Dwelling units in order to allow folks to produce their own affordable housing units without having to involve the time and labor our programming typically entails.
Seekhaven	\$47,500	Funding will support the first phase of the applicant's facility expansion and the personnel costs associated with managing this sustainable, well-organized growth. Seekhaven's new Business & Grants Officer will oversee the agency's pending facility and associated service expansion. GC-STAR

		funding will also be utilized to support design and engineering costs associated with phase 1 of the facility expansion (Architectural Squared and SET Engineering proposals).
Westside Woodworks	\$50,000	Applicant's project will focus on expanding the main workshop area in the applicant's current building. The applicant will add an L-shaped wing on the side and back of the North end of the building. This expansion will impact the organization's employees and the local community by providing more workspace and allowing the organization to meet the demand for services.
Heron School	\$70,000	Funds will aid the applicant in hiring 2 new full-time positions; a dean of students/teaching lead and a lead humanities teacher for the 2022-2023 academic school year.
ABC Thompson LLC	\$100,000	Applicant will use STAR Grant funds to restore, bring up to zoning code, and reopen the cafe & mini-mall in Thompson Springs, UT. Restored and new infrastructure will provide for future community events.
Moab Free Health Clinic	\$100,000	The applicant purchased the former USU-Moab campus to convert into the Moab Community Resource Center with the goal of addressing multiple social determinants of health in underserved populations. Multiple nonprofits will occupy one building and contribute a subsidized cost share (20-20% below market rental rate) to help support operations. STAR grant funds will support needed renovations, including the creation of functional common spaces to best support nonprofits in their work serving the community.

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

**I. Background**

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

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

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

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

**II. Overview**

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

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

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

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

### **III. Costs & Resource Requirements**

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

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

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

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

---

<sup>1</sup> "Purposes of Transient Room Tax and Expenditure of Revenue -- Purchase or Lease of Facilities -- Mitigating Impacts of Recreation, Tourism, or Conventions -- Issuance of Bonds. (Effective 5/5/2021)." *Utah Code Section 17-31-2*. [https://le.utah.gov/xcode/Title17/Chapter31/17-31-S2.html?v=C17-31-S2\\_2018050820180508](https://le.utah.gov/xcode/Title17/Chapter31/17-31-S2.html?v=C17-31-S2_2018050820180508). See Section (2) (a) (iii).

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

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

#### **IV. Timeline**

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

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

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

**V. Eligibility**

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

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

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

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

**VI. Evaluation Criteria**

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

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

	<ul style="list-style-type: none"> <li>● Pay or pay rate(s) for existing employees</li> <li>● Benefits provided to employees</li> <li>● Revenue or services provided</li> <li>● Investment in workforce training</li> <li>● Investment to offset employee living costs</li> <li>● Creation of new, high-paying jobs <ul style="list-style-type: none"> <li>○ at or above 110% of the county median wage</li> <li>○ at or above 110% of the industry median wage<sup>2</sup></li> </ul> </li> </ul>	
Diversification	Does the project or business meet the county’s diversification goals of sustainability, livability, and/or resilience?	1-10 points
Feasibility and Duration	How achievable is this? Does the reviewing committee member foresee the potential impacts of this project extending into the future (“having a lasting impact”)?	1-5 points
Diversity, Equity, and Inclusion	<p>Does the organization engage underserved or minority populations? Does the organization encourage a diverse and accepting environment within the organization and/or within our region? Is the organization owned or operated by, OR, does the organization employ or significantly serve the following communities?</p> <ul style="list-style-type: none"> <li>● Women or non-binary</li> <li>● LGBTQ+</li> <li>● Minority races and ethnicities</li> <li>● Individuals w/ disabilities</li> <li>● Veterans</li> </ul>	1-5 points

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

## VII. Evaluation Committee

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

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

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

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

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

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

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

## **VIII. Grant Match Requirement**

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

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

- Cash
- Materials and supplies
- Services
- Value, volunteers, or donated labor<sup>3</sup>
- Donations

---

<sup>3</sup> The value of one volunteer hour in the state of Utah in 2020 was \$27.82, up 6.2% from 2019. The EDD intends to value volunteer hours based on the 2020 value. See: Independent Sector. “The Value of Volunteer Time / State and Historical Data.” April 19, 2021. [https://independentsector.org/resource/vovt\\_state\\_2021/](https://independentsector.org/resource/vovt_state_2021/).

- Other grants, excluding any grant provided by Grand County

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

## **IX. Grant Disbursement**

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

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

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

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

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**10/18/2022**

<b>TITLE:</b>	Approving a Cooperative Agreement Between Utah State University and Grand County Utah for the Moab Small Business Development Center
<b>FISCAL IMPACT:</b>	\$300,000
<b>PRESENTER(S):</b>	August Granath, Economic Development Director Ben Alter, Economic Development Specialist

**Prepared By:**  
  
Ben Alter, Economic Development Specialist

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

**RECOMMENDED MOTION:**

I move to approve the cooperative agreement between Utah State University and Grand County for the purpose of establishing the Moab Small Business Development Center.

**BACKGROUND:**

Though our area has previously benefited from a Small Business Development Center (SBDC) Director, the position was only part-time, whereas our community's need for this individual and their resources exceeded that part-time commitment. With Grand County's increased economic development programming and its goal to pursue economic diversification over the next three years, the Grand County Economic Development Department and local organizations will continue to rely on the Moab SBDC Director.

Because of this immense scope of work, Grand County and Utah State University (USU) earlier this year worked out the basis for this cooperative agreement. The cooperative agreement will see Grand County support the SBDC Director's salary and benefits (up to \$100,000) for three years. USU commits to providing the following resources for the SBDC Director role:

- Business Consulting Services including education, training, workshops, and one-on-one business consulting to help small businesses on emerging, retaining, and expansion resources
- Office space and furniture/equipment for general operations
- Training for and supervision of the Moab SBDC Director

**ATTACHMENT(S):**

1 Resolution Approving a Cooperative Agreement Between Utah State University and Grand County Utah for the Moab Small Business Development Center

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

**APPROVING A COOPERATIVE AGREEMENT  
BETWEEN  
UTAH STATE UNIVERSITY AND GRAND COUNTY  
FOR  
THE MOAB SMALL BUSINESS DEVELOPMENT CENTER**

WHEREAS, the Utah Interlocal Cooperation Act, as found in Utah Code §§ 11-13-101 *et seq.*, sets forth the mechanism for creating cooperative agreements between public agencies;

WHEREAS, Utah Code § 11-13-212 permits public agencies to contract with each other to perform any service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform;

WHEREAS, USU-Blanding Campus (“USU”) provides Business Consulting Services;

WHEREAS, USU has agreed to expand their Business Consulting Services programming into Grand County by recruiting and retaining a full-time Small Business Development Center (“*SBDC*”) Director located in Moab;

WHEREAS, the County has agreed to pay USU up to \$100,000 per year, for three years, in support of the Moab Small Business Development Center; and

WHEREAS, the Grand County Commission has considered and approved the Cooperative Agreement between USU and the County, as required by Utah Code § 11-13-202.5(1)(b), in a regular public meeting on October 18, 2022.

NOW THEREFORE BE IT RESOLVED, that the Grand County Commission hereby approves the following Cooperative Agreement, attached hereto as *Exhibit A*.

APPROVED by the Grand County Commission in open session this 18th day of October 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  
COOPERATIVE AGREEMENT**

This COOPERATIVE AGREEMENT (“Agreement”), effective as of July 1, 2022, is made by and between Grand County, located at 125 East Center, Moab, Utah (“County”), and Utah State University – Blanding campus, located at 576 West 200 South, Blanding, Utah (“USU”). County and USU may each be referred to as “Party” or collectively as the “Parties.”

1. **Term; Renewal; Termination.** The Term of this Agreement shall be three (3) years, beginning **July 1, 2022** and ending **June 30, 2025** (“*Term*”). USU and the County may periodically amend or replace this Agreement to reflect updates and changes that arise relating to Business Consulting Services, and any such amendments must be made in writing. Either Party may terminate this Agreement by providing sixty (60) days advance written notice to the other Party. Either Party may terminate this Agreement immediately by providing written notice if the other Party materially breaches any term of this Agreement or in the event of non-appropriation, as defined in Section 10.

2. **Coordination.** The Parties will coordinate quarterly with one another regarding the administration of the Business Consulting Services. Coordinated efforts include:

(i) **Contact Point.** Throughout the Term, each Party will designate a contact point for coordination efforts. As of the Effective Date, the following persons will serve as the contact point:

USU	Grand County
Meghan McFall <a href="mailto:meghan.mcfall@usu.edu">meghan.mcfall@usu.edu</a> (435) 678-8102	August Granath <a href="mailto:agranath@grandcountyutah.net">agranath@grandcountyutah.net</a> (435) 259-1340

(ii) **Reporting.** Reporting will be completed quarterly by USU. The quarterly narrative and number will be turned in to the SBDC Regional Director by the 15<sup>th</sup> of the month following the quarter-end. The final report will be distributed to all USU shareholders and Grand County by the 30<sup>th</sup> of the month.

3. **Responsibilities.**

**3.1.** USU will:

**A.** Provide and administer Business Consulting Services in Grand County, which include education, training, workshops, and one-on-one business consulting coordinated to help small businesses in Grand County on emerging, retaining, and expansion resources.

**B.** Recruit and retain a full-time Moab SBDC Director who shall be a USU employee under the supervision of the SBDC Regional Director (based in the USU Blanding SBDC) and work closely with USU Technical Education, USU Moab, and its administrators.

**C.** Provide office space and furniture/equipment for the day-to-day operations of the full-time Moab SBDC Director.

**D.** Annually invoice Grand County for the total cost of the Moab SBDC Director’s salary and benefits up to **\$100,000.**

- 3.2. Grand County will:
- A. Assign one member to participate in the hiring committee for the Moab SBDC Director.
  - B. Collaborate with the Moab SBDC Director and the SBDC Regional Director on needs of the business community in Grand County.
  - C. Upon receiving an invoice from USU, pay the total cost of the Moab SBDC Director's salary and benefits up to \$100,000.

4. **Facilities and Equipment.** Each Party will be responsible for and control over its own facilities and equipment. Any property, including furnishings, tools, and equipment shall be owned by the Party that purchased said property.

5. **Employees.** Neither Party assumes any responsibility for the actions or management of the other Party's employees. All USU employees shall be governed by USU policies and procedures. All Grand County employees shall be governed by the Grand County's policies and procedures. Each Party will be responsible for the activities of its own employees and for complying with its own policies and procedures.

6. **Non-Discrimination.** Neither USU nor Grand County will discriminate in any way based on race, color, religion, sex, national origin, age, genetic information, sexual orientation or gender identity/expression, disability, status as a protected veteran, or any other status protected by local, state, or federal law.

7. **Compliance with the Law.** USU and Grand County shall comply with all applicable federal and state laws associated with performance under this Agreement.

8. **FERPA.** The Parties recognize that each is required to comply with the Family Education Rights and Privacy Act ("FERPA") in each Party's respective handling of Confidential Student Information.

(i) **Definition.** "Confidential Student Information" is defined as information that is personally identifiable to a student who is or was enrolled at USU or the County by any of the following means: the student's name, the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as an identification number, or biometric record; other indirect identifiers, including but not limited to the student's date of birth, place of birth, and mother's maiden name; or any other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community to identify the student with reasonable certainty and includes information supplied to either Party by the other Party as well as any information provided by the students themselves and third parties to the either Party.

(ii) **Confidentiality.** Each Party represents and certifies that it: (1) will protect and hold in strict confidence all Confidential Student Information it receives from or on behalf of the other Party (or its students), including without limitation, academic information, professional training and/or certifications, evaluations of students, health and other insurance information, and the results of criminal background checks and/or drug testing or treatment information; (2) will not, except with the written consent of the student, use Confidential Student Information for any purpose other than to carry out the purposes of the Agreement; and (3) will not disclose Confidential Student Information except to authorized individuals within its organization who

have a legitimate need to know Confidential Student Information to carry out the purposes of the Agreement.

(iii) Breach. If either Party reasonably determines in good faith that the other Party has materially breached any of its confidentiality obligations under this Agreement or has violated FERPA, the non-breaching Party, in its sole discretion, will have the right to require the breaching Party to submit to a plan of monitoring and reporting; provide the breaching Party with a fifteen (15) day period to cure the breach, or terminate the Agreement immediately. Before exercising any of these options, the non-breaching Party will provide written notice to the other Party describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that any Party improperly disclosed personally identifiable information obtained from the other Party's education records, then the non-breaching Party may not allow the other Party access to education records for at least five years.

## 9. **Miscellaneous.**

9.1. Choice of Law and Venue. The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the Moab District Court.

9.2. Government Records and Management Act. The Parties acknowledge that Each Party is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within University's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that any confidentiality obligations shall be subject in all respects to compliance with GRAMA.

9.3. Governmental Immunity. The Parties further acknowledge that each Party is a governmental entity under the Governmental Immunity Act of Utah, Utah Code section 63G-7-101 et seq., as amended (the "Immunity Act"). Nothing in the Agreement shall be construed as a waiver by either Party of any protections, rights, or defenses applicable to either Party under the Immunity Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of either Party to incur by contract any liability for the operations, acts, or omissions of the other Party or any third party and nothing in the Agreement shall be so interpreted or construed. Consistent with the terms of the Immunity Act, USU and County agree that each party is responsible and liable for its own wrongful or negligent acts that it commits, or which are committed by its agents, officials, or employees.

9.4. Notice. Any notice or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed in the opening paragraph of this Agreement.

9.5. Assignment. Neither Party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.

9.6. Relationship of Parties. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties, and neither shall be considered or represent itself as a joint venture, partner, agent, or employee of the other.

9.7. Amendment and Supplement. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

9.8. Merger. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

9.9. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

10. **Non-appropriation.** In the event that the County fails to budget and appropriate sufficient funds to meet its financial obligations hereunder ("Non-appropriation") by January 1 of each year of the Term, then Non-appropriation shall be deemed to have occurred and the County shall not be obligated to make the payment otherwise required in Section 3.2.D, and this Agreement shall terminate in accordance with Section 1.

IN WITNESS THEREOF the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

**Utah State University:**

By: \_\_\_\_\_  
Print Name:  
Title:

**Grand County:**

By: \_\_\_\_\_  
Print Name:  
Title:

**Approved as to Form:**

**County:**

By: \_\_\_\_\_  
Print Name:  
County Attorney

**Utah State University:**

By: \_\_\_\_\_  
Print Name:  
Title:

**Agenda Summary  
Grand County Commission Meeting**

**October 18, 2022**

<b>Title:</b>	Approving Board of Equalization Hearing Officer Recommendations
<b>Fiscal Impact:</b>	
<b>Presenter(s):</b>	Gabriel Woytek, Clerk/Auditor

**Prepared By:**

Alishia Oliver  
Commission Coordinator

**For Office Use Only:**

**Attorney Review:**

**Recommended Motion:**

I move to approve the proposed Board of Equalization Hearing Officer recommendations resulting from taxpayer valuation appeals during the 2022 BOE hearings.

**Background:**

Randy Kelly was the hearing officer representing Grand County for property tax appeals in 2022. The recommended changes from the 2022 Board of Equalization (BOE) hearings resulted in a decrease in total Market Value of \$1,177,553. County-wide taxable values decreased by \$3,799,987. The tax dollar reflected by the change depends upon where the property is located in the County, primary use of the property, and which entities tax that area. Based on the certified tax rate of .010511 (county-wide districts only) the recommended changes decrease total tax dollars for all entities approximately \$39,941.66. While technically a decrease in taxable valuation, certified tax rates are calculated using adjustments for average BOE decreases, collection rates, and new growth values. BOE adjustments generally reflect only minor changes in property tax revenue to the county. A significant portion of the decrease in taxable value is the result of change in status from secondary to primary residences - which are taxed at a lower rate.

**Attachment(s):**

2022 BOE Adjustments.pdf

**BS=Secondary Residential Bldg BR=Primary Residential Bldg LS=Secondary Land LR=Primary Residential Land**  
**LV=Vacant Land BA=Cabin LG=Greenbelt Land BC=Motel/Hotel LC=Commercial Land**

Parcel	Old Code	New Code	Old Market	New Market	Old Taxable	New Taxable	Market Difference	Taxable Difference
01-0001-0100		LR01	0	100,000	0	55,000	100,000	55,000
01-0001-0100	LS01		100,000	0	100,000	0	-100,000	-100,000
01-0001-0100		BR01	0	360,184	0	198,100	360,184	198,100
01-0001-0100	BS01		360,184	0	360,184	0	-360,184	-360,184
01-0001-0152		LR01	0	75,000	0	41,250	75,000	41,250
01-0001-0152	LS01		75,000	0	75,000	0	-75,000	-75,000
01-0001-0152		BR01	0	294,454	0	161,950	294,454	161,950
01-0001-0152	BS01		294,454	0	294,455	0	-294,454	-294,455
01-0001-0155		LR01	0	68,182	0	37,500	68,182	37,500
01-0001-0155	LV01		68,182	0	68,180	0	-68,182	-68,180
01-0001-0155	LR01	LR01	68,182	75,000	37,500	41,250	6,818	3,750
01-0001-0155		BR01	0	53,229	0	29,275	53,229	29,275
01-0001-0155	BS07		53,229	0	53,229	0	-53,229	-53,229
01-0001-0176		LR01	0	2,100	0	1,155	2,100	1,155
01-0001-0176	LV01		2,100	0	2,100	0	-2,100	-2,100
01-0001-0176	BR01	BR01	3,375	2,500	1,855	1,375	-875	-480
01-0001-0176	BS07		3,375	0	3,375	0	-3,375	-3,375
01-0001-0256		LR01	0	100,000	0	55,000	100,000	55,000
01-0001-0256	LS01		100,000	0	100,000	0	-100,000	-100,000
01-0001-0256		BR01	0	504,933	0	277,715	504,933	277,715
01-0001-0256	BS01		504,933	0	504,933	0	-504,933	-504,933
01-0006-0029		LR01	0	75,000	0	41,250	75,000	41,250
01-0006-0029	LR01	LR01	75,000	20,000	41,250	11,000	-55,000	-30,250
01-0006-0029	LV01		75,000	0	75,000	0	-75,000	-75,000
01-0007-0006	BS01		118,972	0	118,970	0	-118,972	-118,970
01-0007-0098	LV01		500	0	500	0	-500	-500
01-0036-0010	BC09	BC09	2,732,574	4,225,867	2,732,575	4,225,865	1,493,293	1,493,290
01-0B01-0002	BS01		500,009	0	500,009	0	-500,009	-500,009
01-0B01-0002		BR01	0	500,009	0	275,005	500,009	275,005

01-0B01-0002		LR01	0	75,000	0	41,250	75,000	41,250
01-0B01-0002	LS01		75,000	0	75,000	0	-75,000	-75,000
01-0B02-0004	BR01	BR01	306,351	270,525	168,495	148,790	-35,826	-19,705
01-0B02-0013	BR01	BR01	284,665	216,120	156,565	118,865	-68,545	-37,700
01-0B09-0011	BR01	BR01	163,158	108,209	89,735	59,515	-54,949	-30,220
01-0B21-0016		BR01	0	652,810	0	359,046	652,810	359,046
01-0B21-0016	BS01		652,810	0	652,810	0	-652,810	-652,810
01-0B21-0016	BR01	BR01	652,810	500,840	359,045	275,460	-151,970	-83,585
01-0B21-0016		LR01	0	100,000	0	55,000	100,000	55,000
01-0B21-0016	LS01		100,000	0	100,000	0	-100,000	-100,000
01-0FSE-0001	BS01	BS01	451,597	366,994	451,595	366,995	-84,603	-84,600
01-0HDC-0053	LC03	LC03	31,083	31,083	31,083	31,085	0	2
01-0MCO-0032		BR01	0	408,327	0	224,580	408,327	224,580
01-0MCO-0032		LR01	0	100,000	0	55,000	100,000	55,000
01-0MCO-0032	BS01		408,327	0	408,325	0	-408,327	-408,325
01-0MCO-0032	LS01		100,000	0	100,000	0	-100,000	-100,000
01-0MCR-0004		LR01	0	70,000	0	38,500	70,000	38,500
01-0MCR-0004	LS01		70,000	0	70,000	0	-70,000	-70,000
01-0MCR-0004		BR01	0	540,356	0	297,195	540,356	297,195
01-0MCR-0004	BS01		540,356	0	540,355	0	-540,356	-540,355
01-0MEM-0014	BR01	BR01	93,606	46,803	51,485	25,740	-46,803	-25,745
01-0MEV-0008		LR01	0	75,000	0	41,250	75,000	41,250
01-0MEV-0008	LS01		75,000	0	75,000	0	-75,000	-75,000
01-0MEV-0008		BR01	0	90,895	0	49,990	90,895	49,990
01-0MEV-0008	BS01		90,895	0	90,895	0	-90,895	-90,895
01-0MIL-0034		BR01	0	227,165	0	124,940	227,165	124,940
01-0MIL-0034	BS01		227,165	0	227,165	0	-227,165	-227,165
01-0MIL-0034		LR01	0	80,000	0	44,000	80,000	44,000
01-0MIL-0034	LS01		80,000	0	80,000	0	-80,000	-80,000
01-0MMV-0013		LR01	0	75,000	0	41,250	75,000	41,250
01-0MMV-0013	LS01		75,000	0	75,000	0	-75,000	-75,000
01-0MMV-0013		BR01	0	336,948	0	185,320	336,948	185,320
01-0MMV-0013	BS01		336,948	0	336,950	0	-336,948	-336,950
01-0MMV-0073		LS01	0	75,000	0	75,000	75,000	75,000

01-0MMV-0073	LR01		75,000	0	41,250	0	-75,000	-41,250
01-0MMV-0073		BS01	0	314,716	0	314,715	314,716	314,715
01-0MMV-0073	BR01		314,716	0	173,095	0	-314,716	-173,095
01-0MOV-0060		BS01	0	262,308	0	262,310	262,308	262,310
01-0MOV-0060	BR01		262,308	0	144,270	0	-262,308	-144,270
01-0MOV-0060		LS01	0	80,000	0	80,000	80,000	80,000
01-0MOV-0060	LR01		80,000	0	44,000	0	-80,000	-44,000
01-0MPA-0023	BR01	BR01	301,851	282,340	166,020	155,285	-19,511	-10,735
01-0MUL-0001		LR01	0	75,000	0	41,250	75,000	41,250
01-0MUL-0001	LS01		75,000	0	75,000	0	-75,000	-75,000
01-0MUL-0001		BR01	0	343,142	0	188,730	343,142	188,730
01-0MUL-0001	BS09		343,142	0	343,140	0	-343,142	-343,140
01-0MWA-0101		BR01	0	270,125	0	148,570	270,125	148,570
01-0MWA-0101	BS01		270,125	0	270,125	0	-270,125	-270,125
01-0MWA-0101		LR01	0	75,000	0	41,250	75,000	41,250
01-0MWA-0101	LS01		75,000	0	75,000	0	-75,000	-75,000
01-0MYO-0003		LR01	0	100,000	0	55,000	100,000	55,000
01-0MYO-0003	LV01		100,000	0	100,000	0	-100,000	-100,000
01-0POR-0021		LR01	0	80,000	0	44,000	80,000	44,000
01-0POR-0021	LS01		80,000	0	80,000	0	-80,000	-80,000
01-0POR-0021		BR01	0	305,321	0	167,925	305,321	167,925
01-0POR-0021	BS01		305,321	0	305,320	0	-305,321	-305,320
01-0PRE-0029		LR01	0	75,000	0	41,250	75,000	41,250
01-0PRE-0029	LS01		75,000	0	75,000	0	-75,000	-75,000
01-0PRE-0029		BR01	0	498,500	0	274,175	498,500	274,175
01-0PRE-0029	BS01		498,500	0	498,500	0	-498,500	-498,500
01-0PRE-0040		LS01	0	75,000	0	75,000	75,000	75,000
01-0PRE-0040	LV01		75,000	0	75,000	0	-75,000	-75,000
01-0TNT-0002	BS03	BS03	654,815	577,000	654,815	577,000	-77,815	-77,815
02-0007-0101		BR01	0	191,711	0	105,440	191,711	105,440
02-0007-0101	BS01		191,711	0	191,710	0	-191,711	-191,710
02-0007-0101		LR01	0	75,000	0	41,250	75,000	41,250
02-0007-0101	LS01		75,000	0	75,000	0	-75,000	-75,000
02-0007-0186	LS01		75,200	0	75,200	0	-75,200	-75,200

02-0007-0186	BS01		34,948	0	34,950	0	-34,948	-34,950
02-0007-0186	BR01	BR01	233,455	268,403	128,400	147,620	34,948	19,220
02-0026-0001	LV01	LV01	107,500	114,155	107,500	114,155	6,655	6,655
02-0036-0001	LG01		13,905	0	1,955	0	-13,905	-1,955
02-0036-0001	LV01	LV01	144,400	114,155	144,400	114,155	-30,245	-30,245
02-0COY-0005		BS01	0	468,454	0	468,455	468,454	468,455
02-0COY-0005	BR01		468,454	0	257,650	0	-468,454	-257,650
02-0COY-0005		LS01	0	80,000	0	80,000	80,000	80,000
02-0COY-0005	LR01		80,000	0	44,000	0	-80,000	-44,000
02-0CRA-0001		LV01	0	200,000	0	200,000	200,000	200,000
02-0CRA-0001	LR01		200,000	0	110,000	0	-200,000	-110,000
02-0LAN-0001		LR01	0	100,000	0	55,000	100,000	55,000
02-0LAN-0001	LS01		100,000	0	100,000	0	-100,000	-100,000
02-0LAN-0001		BR01	0	217,489	0	119,620	217,489	119,620
02-0LAN-0001	BS01		217,489	0	217,490	0	-217,489	-217,490
02-0PUE-0045		BR01	0	197,988	0	108,895	197,988	108,895
02-0PUE-0045	BS09		197,988	0	197,990	0	-197,988	-197,990
02-0PUE-0045		LR01	0	80,000	0	44,000	80,000	44,000
02-0PUE-0045	LS01		80,000	0	80,000	0	-80,000	-80,000
02-0PUE-0050		LR01	0	100,000	0	55,000	100,000	55,000
02-0PUE-0050	LS01		100,000	0	100,000	0	-100,000	-100,000
02-0PUE-0050		BR01	0	521,176	0	286,645	521,176	286,645
02-0PUE-0050	BS09		521,176	0	521,175	0	-521,176	-521,175
02-0PUE-0060		LR01	0	80,000	0	44,000	80,000	44,000
02-0PUE-0060	LV01		80,000	0	80,000	0	-80,000	-80,000
02-0PUE-0060		BR01	0	464,180	0	255,300	464,180	255,300
02-0PUE-0061		BR01	0	418,276	0	230,050	418,276	230,050
02-0QUA-0001	LV01		100,000	0	100,000	0	-100,000	-100,000
02-0RAN-0001		LR01	0	100,000	0	55,000	100,000	55,000
02-0RAN-0001	LS01		100,000	0	100,000	0	-100,000	-100,000
02-0RAN-0001		BR01	0	381,620	0	209,890	381,620	209,890
02-0RAN-0001	BS01		381,620	0	381,620	0	-381,620	-381,620
02-0RAN-0003		BR01	0	381,620	0	209,890	381,620	209,890
02-0RAN-0003	BS01		381,620	0	381,620	0	-381,620	-381,620

02-ORAN-0003		LR01	0	100,000	0	55,000	100,000	55,000
02-ORAN-0003	LS01		100,000	0	100,000	0	-100,000	-100,000
02-ORAN-0004		LR01	0	100,000	0	55,000	100,000	55,000
02-ORAN-0004	LS01		100,000	0	100,000	0	-100,000	-100,000
02-ORAN-0004		BR01	0	351,004	0	193,050	351,004	193,050
02-ORAN-0004	BS01		351,004	0	351,005	0	-351,004	-351,005
02-ORAN-0005		LR01	0	100,000	0	55,000	100,000	55,000
02-ORAN-0005	LS01		100,000	0	100,000	0	-100,000	-100,000
02-ORAN-0005		BR01	0	351,004	0	193,050	351,004	193,050
02-ORAN-0005	BS01		351,004	0	351,005	0	-351,004	-351,005
02-ORAN-0006		LR01	0	75,000	0	41,250	75,000	41,250
02-ORAN-0006	LS01		75,000	0	75,000	0	-75,000	-75,000
02-ORAN-0006		BR01	0	351,004	0	193,050	351,004	193,050
02-ORAN-0006	BS01		351,004	0	351,005	0	-351,004	-351,005
02-ORAN-0007		LR01	0	100,000	0	55,000	100,000	55,000
02-ORAN-0007	LS01		100,000	0	100,000	0	-100,000	-100,000
02-ORAN-0007		BR01	0	351,004	0	193,050	351,004	193,050
02-ORAN-0007	BS01		351,004	0	351,005	0	-351,004	-351,005
02-OSMV-0019		BS01	0	43,545	0	43,545	43,545	43,545
02-OSMV-0019	BR08		43,545	0	23,950	0	-43,545	-23,950
02-OSSH-0007		LR01	0	75,000	0	41,250	75,000	41,250
02-OSSH-0007	LS01		75,000	0	75,000	0	-75,000	-75,000
02-OSSH-0007		BR01	0	272,271	0	149,750	272,271	149,750
02-OSSH-0007	BS01		272,271	0	272,270	0	-272,271	-272,270
02-OSSV-0046		BR01	0	227,890	0	125,340	227,890	125,340
02-OSSV-0046	BS01		227,890	0	227,890	0	-227,890	-227,890
02-OSSV-0046		LR01	0	80,000	0	44,000	80,000	44,000
02-OSSV-0046	LS01		80,000	0	80,000	0	-80,000	-80,000
02-OWAT-0017		BR01	0	218,417	0	120,130	218,417	120,130
02-OWAT-0017	BS09		218,417	0	218,415	0	-218,417	-218,415
02-OWAT-0017		LR01	0	130,000	0	71,500	130,000	71,500
02-OWAT-0017	LS01		130,000	0	130,000	0	-130,000	-130,000
02-OWAT-0018	BS01	BS01	507,168	152,150	507,170	152,150	-355,018	-355,020
02-OWHS-0017		BS01	0	593,881	0	593,880	593,881	593,880

02-0WHS-0017	BR01		593,881	0	326,635	0	-593,881	-326,635
02-0WHS-0017		LS01	0	150,000	0	150,000	150,000	150,000
02-0WHS-0017	LR01		150,000	0	82,500	0	-150,000	-82,500
02-0WHS-0039		LR01	0	150,000	0	82,500	150,000	82,500
02-0WHS-0039	LS01		150,000	0	150,000	0	-150,000	-150,000
02-0WHS-0039		BR01	0	562,405	0	309,325	562,405	309,325
02-0WHS-0039	BS01		562,405	0	562,405	0	-562,405	-562,405
04-0025-0067		BR01	0	41,443	0	22,795	41,443	22,795
04-0025-0067		LR01	0	15,000	0	8,250	15,000	8,250
04-0025-0067	LG01	LG01	342,000	342,000	13,350	13,280	0	-70
04-0025-0100		BA03	0	25,000	0	25,000	25,000	25,000
04-0025-0100		LS01	0	15,000	0	15,000	15,000	15,000
09-0000-0066	LV01	LV01	91,225	76,225	91,225	76,225	-15,000	-15,000
			<b>Total</b>		<b>20,399,643</b>	<b>16,599,656</b>	<b>1,177,553</b>	<b>-3,799,987</b>

**County Certified Rate                    0.010511**  
**Approx Tax Decrease                        39,941.66**

**Agenda Summary  
Grand County Commission Meeting**

**October 18, 2022**

<b>Title:</b>	Consent Agenda
<b>Fiscal Impact:</b>	Varies
<b>Presenter(s):</b>	

**Prepared By:**

Alishia Oliver  
Commission Coordinator

**For Office Use Only:**

**Attorney Review:**

**Recommended Motion:**

I move to present the consent agenda as presented.

**Consent Agenda Includes:**

- Sole source purchase "Eco-Quip Hydro/Media Blaster
- Applications to the Bureau of Land Management to Renew Road Rights of Way
- Ratify Opioid Legal Representation Agreement, Updated
- Ratify Grand County Subgrantee Agreement between Utah Association of Family Support, Inc. and Family Support Center Grand County
- Renewal of 400 E Hwy 191 Billboard

**Background:**

See corresponding agenda summaries, if any, and related attachments

**Attachment(s):**

See corresponding agenda summaries, if any, and related attachments

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**OCT. 4, 2022**

<b>TITLE:</b>	Sole source purchase "Eco-Quip hydro/media blaster"
<b>FISCAL IMPACT:</b>	\$8,000.00
<b>PRESENTER(S):</b>	Bill Jackson (Road Supervisor) Cody E. McKinney (Fleet Manager)

**Prepared By:**  
Cody E. McKinney (Fleet Manager)

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

**RECOMMENDED MOTION:**

Purchase of a "Eco-Quip hydro/media blaster from Kelly Sheets

**BACKGROUND**

The Road department is in need of a mobile media blaster for our bridge beam maintenance. This blaster will also be utilized for routine prepping of equipment for body and paint work, removal of road striping, and other maintenance work.

After careful research with Cate equipment as well as Wheeler machinery that hold state contracts for various equipment types I found that no state contract exists for Hydro/media blasters. I then sourced pricing for them and found prices around \$12,800 to over \$35,000 for same size and type of machine. Shipping is not included.

Kelly Sheets' machine is in great condition, works well, is here in town, and he is willing to sell to us for a fraction of what we would likely spend.

**ATTACHMENT(S):**

- 1.

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**10/18/2022**

<b>TITLE:</b>	Approving application to the Bureau of Land Management (BLM )to renew road Rights of Way that have expired in 2022
<b>FISCAL IMPACT:</b>	N/A
<b>PRESENTER(S):</b>	Bill Jackson County Road and Bridge Supervisor Glen Arthur Assistant Road Supervisor

**Prepared By:**  
Glen Arthur

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

**RECOMMENDED MOTION:**

I move to authorize the Grand County Road Department to submit applications to the BLM to renew the County's Rights of Way on County Roads #268 #98 #267 #270 #258 & #354 and # 266

**BACKGROUND**

These Rights of Way have recently expired and need to be renewed. The roads listed are used to access oil field well sights, grazing areas, hunting and recreation areas.

**ATTACHMENT(S):**

- 1 #268 Cisco Mesa
- 2 #98 Professor Valley and Mary JaneCanyon
- 3 \$276 Cisco Springs
- 4 #270 Jim's Well
- 5 #258 & #354 Broad Head Well and Cisco Wash
- 6 #266 Cico Springs Oilfield

13a. Describe other reasonable alternative routes and modes considered.

N/A

b. Why were these alternatives not selected?

N/A

c. Give explanation as to why it is necessary to cross Federal Lands.

N/A

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

Blaze Canyon

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

N/A

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

N/A

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

N/A

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

N/A

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

N/A

20. Name all the Department(s)/Agency(ies) where this application is being filed.

BLM Moab District Office

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Date

10/18/22

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

APPLICATION FOR TRANSPORTATION AND  
UTILITY SYSTEMS AND FACILITIES  
ON FEDERAL LANDS

FORM APPROVED  
OMB Control Number: 0596-0082  
Expiration Date: 10/31/2012

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

Application Number

Date Filed

1. Name and address of applicant (include zip code)

Grand County Road Dept  
125 E Center St  
Moab Utah 84532

2. Name, title, and address of authorized agent if different from item 1 (include zip code)

Glen Arthur  
Assistant Road Supervisor

3. Telephone (area code)  
435-259-5308

Applicant  
Grand County

Authorized Agent  
Glen Arthur

4. As applicant are you? (check one)

- a.  Individual
- b.  Corporation\*
- c.  Partnership/Association\*
- d.  State Government/State Agency
- e.  Local Government
- f.  Federal Agency

\* If checked, complete supplemental page

5. Specify what application is for: (check one)

- a.  New authorization
- b.  Renewing existing authorization No. **UTU 68833**
- c.  Amend existing authorization No.
- d.  Assign existing authorization No.
- e.  Existing use for which no authorization has been received \*
- f.  Other\*

\* If checked, provide details under item 7

6. If an individual, or partnership are you a citizen(s) of the United States?  Yes  No

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

Grand County would like to renew this Right of Way as it is still needed for the original purpose. Grand County agrees to be bound by the original terms and conditions of that agreement.

Road Name: **Cisco Mesa**

Road # **268**

8. Attach a map covering area and show location of project proposal

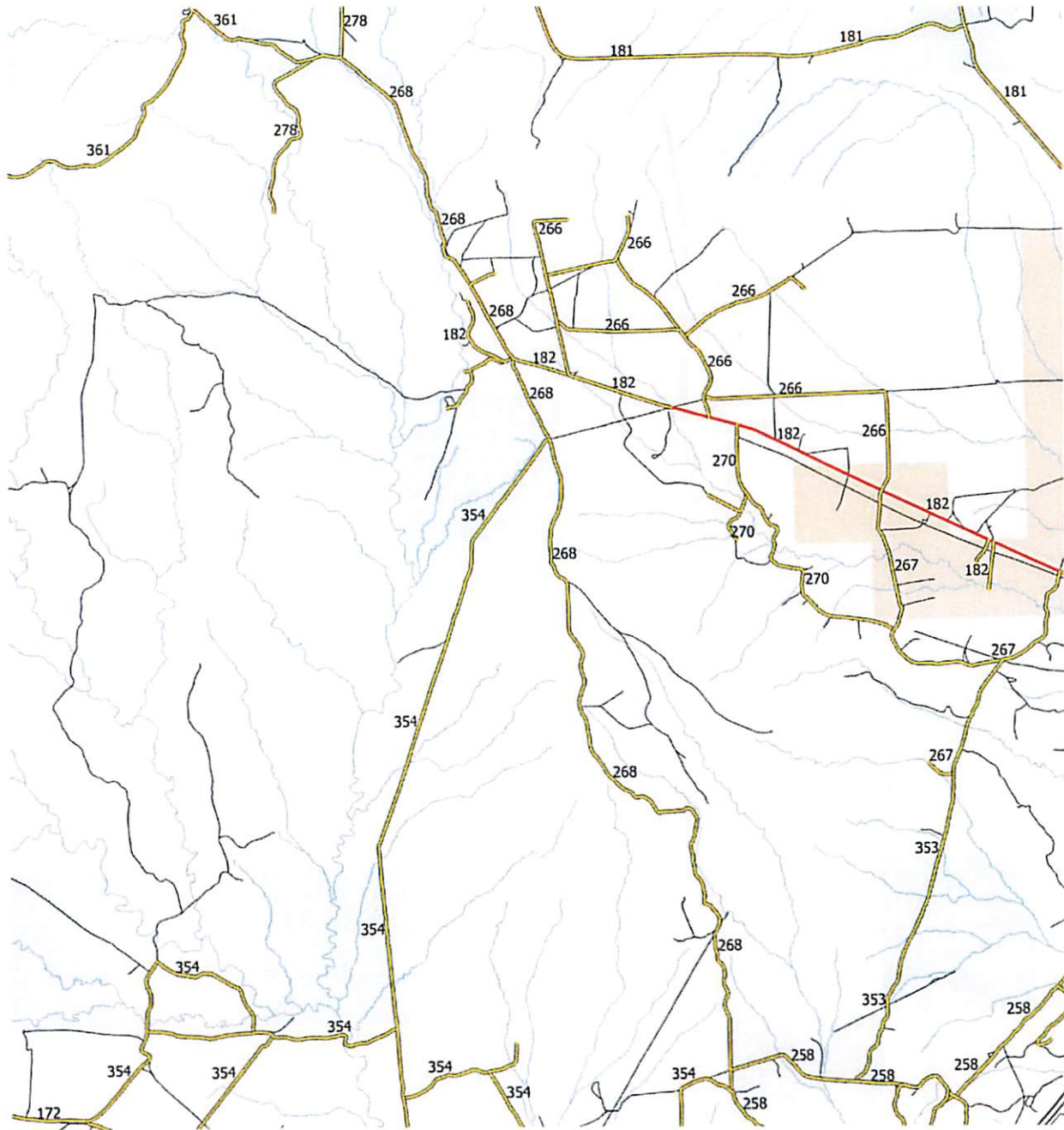
9. State or Local government approval:  Attached  Applied for  Not Required

10. Nonreturnable application fee:  Attached  Not required

11. Does project cross international boundary or affect international waterways?  Yes  No (if "yes," indicate on map)

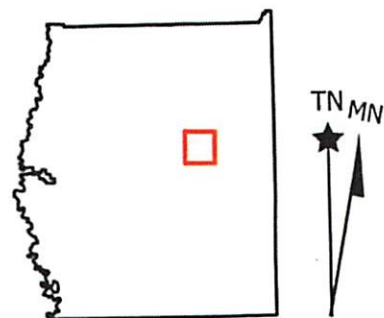
12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

Grand County has built and maintained road for at least the last 70 years and is still capable of doing so.



**Grand County Class B Road Overview: 268**

- Paved B Roads
- Graveled B Roads
- Other B Roads (Dirt)
- State Routes
- Other Roads
- Railroads
- Streams
- Rivers
- County Boundaries
- City Boundaries
- US Forest Service
- National Park Service
- State Parks
- Tribal Lands
- Military Areas
- Private Land
- State Lands
- Airports
- Boat Ramps



Map prepared by Grand County GIS.

Data represents Grand County road network and other administrative boundaries and is current as of the date indicative, and is subject to change. All other data is from the Utah AGRC.

Data is available from Utah AGRC, and Grand County Utah.



13a. Describe other reasonable alternative routes and modes considered.

N/A

b. Why were these alternatives not selected?

N/A

c. Give explanation as to why it is necessary to cross Federal Lands.

N/A

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

Blaze Canyon

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

N/A

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

N/A

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

N/A

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

N/A

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

N/A

20. Name all the Department(s)/Agency(ies) where this application is being filed.

BLM Moab District Office

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Date

10/18/22

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

APPLICATION FOR TRANSPORTATION AND  
UTILITY SYSTEMS AND FACILITIES  
ON FEDERAL LANDS

FORM APPROVED  
OMB Control Number: 0596-0082  
Expiration Date: 10/31/2012

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

Application Number

Date Filed

1. Name and address of applicant (include zip code)

Grand County Road Dept  
125 E Center St  
Moab Utah 84532

2. Name, title, and address of authorized agent if different from item 1 (include zip code)

Glen Arthur  
Assistant Road Supervisor

3. Telephone (area code)  
435-259-5308

Applicant  
Grand County

Authorized Agent  
Glen Arthur

4. As applicant are you? (check one)

- a.  Individual
- b.  Corporation\*
- c.  Partnership/Association\*
- d.  State Government/State Agency
- e.  Local Government
- f.  Federal Agency

\* If checked, complete supplemental page

5. Specify what application is for: (check one)

- a.  New authorization
- b.  Renewing existing authorization No. **UTU-70155**
- c.  Amend existing authorization No.
- d.  Assign existing authorization No.
- e.  Existing use for which no authorization has been received \*
- f.  Other\*

\* If checked, provide details under item 7

6. If an individual, or partnership are you a citizen(s) of the United States?  Yes  No

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

Grand County would like to renew this Right of Way as it is still needed for the original purpose. Grand County agrees to be bound by the original terms and conditions of that agreement.

Road Name: **PROFESSOR Valley & MARY JANE CAN.**

Road # **98**

8. Attach a map covering area and show location of project proposal

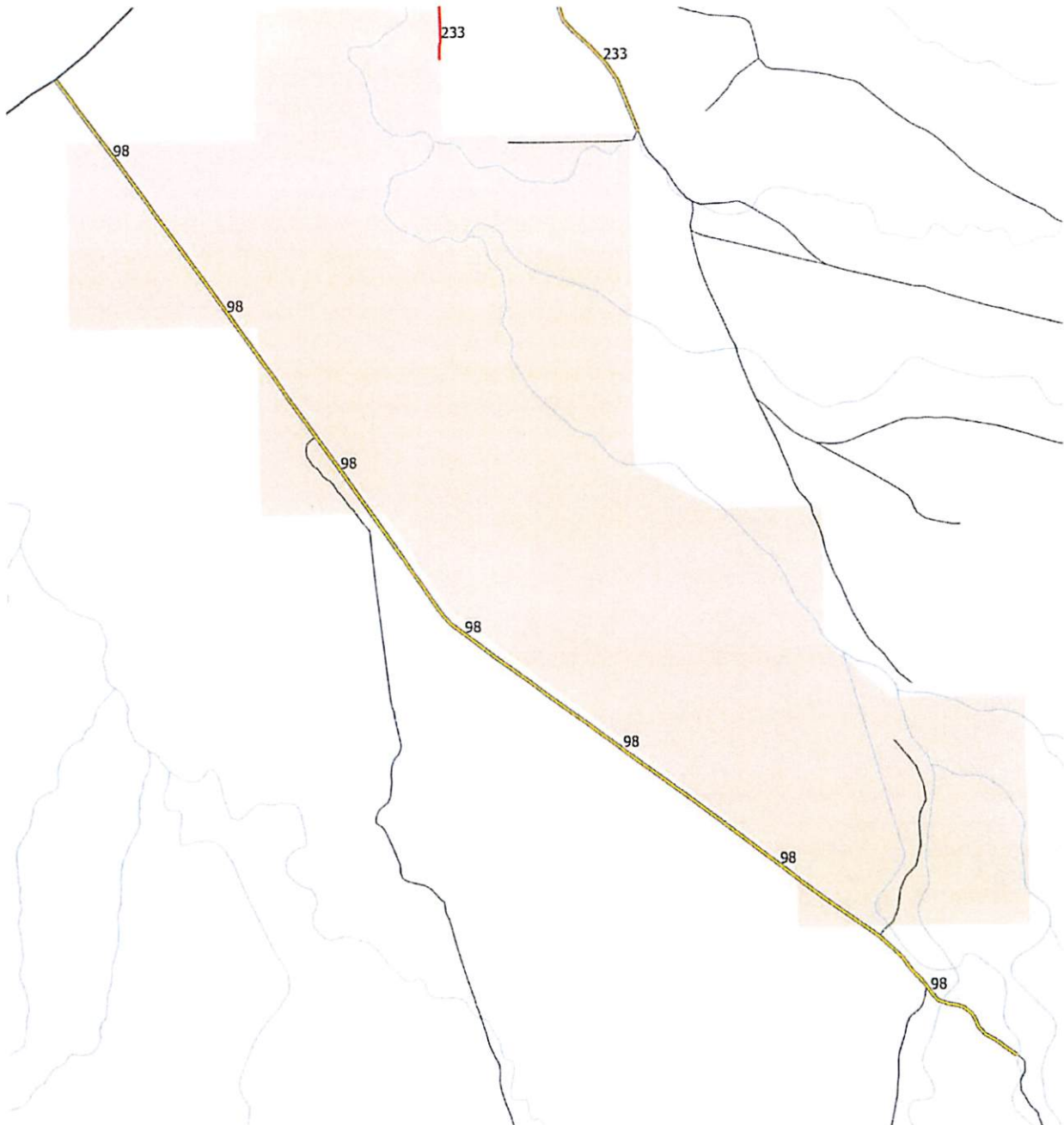
9. State or Local government approval:  Attached  Applied for  Not Required

10. Nonreturnable application fee:  Attached  Not required

11. Does project cross international boundary or affect international waterways?  Yes  No (if "yes," indicate on map)

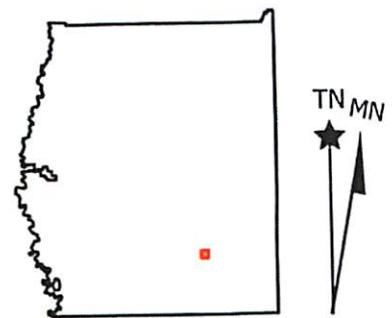
12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

Grand County has built and maintained road for at least the last 70 years and is still capable of doing so.



### Grand County Class B Road Overview: 98

- |                      |                       |
|----------------------|-----------------------|
| Paved B Roads        | US Forest Service     |
| Graveled B Roads     | National Park Service |
| Other B Roads (Dirt) | State Parks           |
| State Routes         | Tribal Lands          |
| Other Roads          | Military Areas        |
| Railroads            | Private Land          |
| Streams              | State Lands           |
| Rivers               | Airports              |
| County Boundaries    | Boat Ramps            |
| City Boundaries      |                       |



Map prepared by Grand County GIS.

Data represents Grand County road network and other administrative boundaries and is current as of the date indicative, and is subject to change. All other data is from the Utah AGRC.

Data is available from Utah AGRC, and Grand County Utah.



N/A

b. Why were these alternatives not selected?

N/A

c. Give explanation as to why it is necessary to cross Federal Lands.

N/A

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

Blaze Canyon

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

N/A

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

N/A

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

N/A

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plants, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

N/A

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

N/A

20. Name all the Department(s)/Agency(ies) where this application is being filed.

BLM Moab District Office

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Date

10/18/22

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

APPLICATION FOR TRANSPORTATION AND  
UTILITY SYSTEMS AND FACILITIES  
ON FEDERAL LANDS

FORM APPROVED  
OMB Control Number: 0596-0082  
Expiration Date: 10/31/2012

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

Application Number

Date Filed

1. Name and address of applicant (include zip code)

Grand County Road Dept  
125 E Center St  
Moab Utah 84532

2. Name, title, and address of authorized agent if different from item 1 (include zip code)

Glen Arthur  
Assistant Road Supervisor

3. Telephone (area code)  
435-259-5308

Applicant  
Grand County

Authorized Agent  
Glen Arthur

4. As applicant are you? (check one)

- a.  Individual
- b.  Corporation\*
- c.  Partnership/Association\*
- d.  State Government/State Agency
- e.  Local Government
- f.  Federal Agency

\* If checked, complete supplemental page

5. Specify what application is for: (check one)

- a.  New authorization
- b.  Renewing existing authorization No. **UTU-68830**
- c.  Amend existing authorization No.
- d.  Assign existing authorization No.
- e.  Existing use for which no authorization has been received \*
- f.  Other\*

\* If checked, provide details under item 7

6. If an individual, or partnership are you a citizen(s) of the United States?  Yes  No

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

Grand County would like to renew this Right of Way as it is still needed for the original purpose. Grand County agrees to be bound by the original terms and conditions of that agreement.

Road Name: **CISCO SPRINGS**  
Road # **267**

8. Attach a map covering area and show location of project proposal

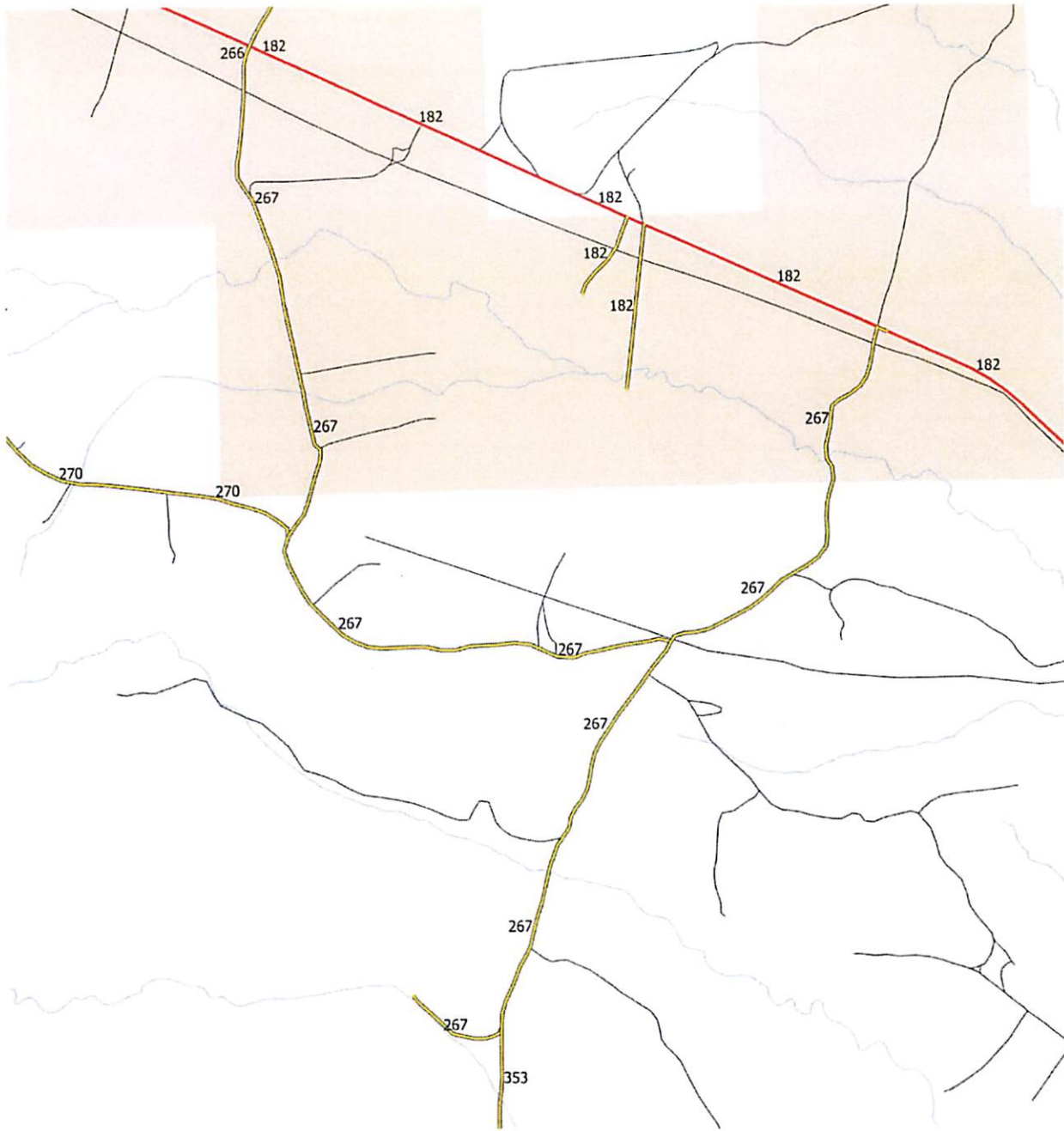
9. State or Local government approval:  Attached  Applied for  Not Required

10. Nonreturnable application fee:  Attached  Not required

11. Does project cross international boundary or affect international waterways?  Yes  No (if "yes," indicate on map)

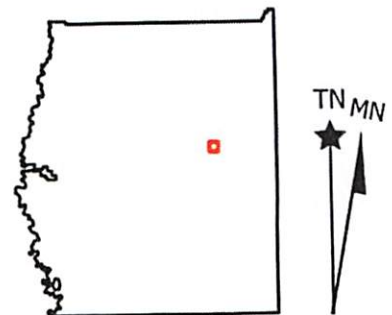
12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

Grand County has built and maintained road for at least the last 70 years and is still capable of doing so.



### Grand County Class B Road Overview: 267

- |                      |                       |
|----------------------|-----------------------|
| Paved B Roads        | US Forest Service     |
| Graveled B Roads     | National Park Service |
| Other B Roads (Dirt) | State Parks           |
| State Routes         | Tribal Lands          |
| Other Roads          | Military Areas        |
| Railroads            | Private Land          |
| Streams              | State Lands           |
| Rivers               | Airports              |
| County Boundaries    | Boat Ramps            |
| City Boundaries      |                       |



Map prepared by Grand County GIS.

Data represents Grand County road network and other administrative boundaries and is current as of the date indicative, and is subject to change. All other data is from the Utah AGRC.

Data is available from Utah AGRC, and Grand County Utah.



13a. Describe other reasonable alternative routes and modes considered.

N/A

b. Why were these alternatives not selected?

N/A

c. Give explanation as to why it is necessary to cross Federal Lands.

N/A

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

Blaze Canyon

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

N/A

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

N/A

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

N/A

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

N/A

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

N/A

20. Name all the Department(s)/Agency(ies) where this application is being filed.

BLM Moab District Office

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Date

10/18/22

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

APPLICATION FOR TRANSPORTATION AND  
UTILITY SYSTEMS AND FACILITIES  
ON FEDERAL LANDS

FORM APPROVED  
OMB Control Number: 0598-0082  
Expiration Date: 10/31/2012

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

Application Number

Date Filed

1. Name and address of applicant (include zip code)

Grand County Road Dept  
125 E Center St  
Moab Utah 84532

2. Name, title, and address of authorized agent if different from item 1 (include zip code)

Glen Arthur  
Assistant Road Supervisor

3. Telephone (area code)

435-259-5308

Applicant  
Grand County

Authorized Agent  
Glen Arthur

4. As applicant are you? (check one)

- a.  Individual
- b.  Corporation\*
- c.  Partnership/Association\*
- d.  State Government/State Agency
- e.  Local Government
- f.  Federal Agency

\* If checked, complete supplemental page

5. Specify what application is for: (check one)

- a.  New authorization
- b.  Renewing existing authorization No. *UTU-69832*
- c.  Amend existing authorization No.
- d.  Assign existing authorization No.
- e.  Existing use for which no authorization has been received \*
- f.  Other\*

\* If checked, provide details under item 7

6. If an individual, or partnership are you a citizen(s) of the United States?  Yes  No

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

Grand County would like to renew this Right of Way as it is still needed for the original purpose. Grand County agrees to be bound by the original terms and conditions of that agreement.

Road Name: *James Well*

Road # *270*

8. Attach a map covering area and show location of project proposal

9. State or Local government approval:  Attached  Applied for  Not Required

10. Nonreturnable application fee:  Attached  Not required

11. Does project cross international boundary or affect international waterways?  Yes  No (if "yes," indicate on map)

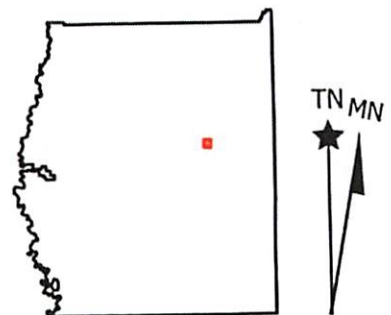
12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

Grand County has built and maintained road for at least the last 70 years and is still capable of doing so.



### Grand County Class B Road Overview: 270

- |                      |                       |
|----------------------|-----------------------|
| Paved B Roads        | US Forest Service     |
| Graveled B Roads     | National Park Service |
| Other B Roads (Dirt) | State Parks           |
| State Routes         | Tribal Lands          |
| Other Roads          | Military Areas        |
| Railroads            | Private Land          |
| Streams              | State Lands           |
| Rivers               | Airports              |
| County Boundaries    | Boat Ramps            |
| City Boundaries      |                       |



Map prepared by Grand County GIS.

Data represents Grand County road network and other administrative boundaries and is current as of the date indicative, and is subject to change. All other data is from the Utah AGRC.

Data is available from Utah AGRC, and Grand County Utah.



13a. Describe other reasonable alternative routes and modes considered.

N/A

b. Why were these alternatives not selected?

N/A

c. Give explanation as to why it is necessary to cross Federal Lands.

N/A

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

Blaze Canyon

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

N/A

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

N/A

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

N/A

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

N/A

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

N/A

20. Name all the Department(s)/Agency(ies) where this application is being filed.

BLM Moab District Office

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Date

10/18/22

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

APPLICATION FOR TRANSPORTATION AND  
UTILITY SYSTEMS AND FACILITIES  
ON FEDERAL LANDS

FORM APPROVED  
OMB Control Number: 0586-0082  
Expiration Date: 10/31/2012

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

Application Number

Date Filed

1. Name and address of applicant (include zip code)

Grand County Road Dept  
125 E Center St  
Moab Utah 84532

2. Name, title, and address of authorized agent if different from item 1 (include zip code)

Glen Arthur  
Assistant Road Supervisor

3. Telephone (area code)  
435-259-5308

Applicant  
Grand County

Authorized Agent  
Glen Arthur

4. As applicant are you? (check one)

- a.  Individual
- b.  Corporation\*
- c.  Partnership/Association\*
- d.  State Government/State Agency
- e.  Local Government
- f.  Federal Agency

\* If checked, complete supplemental page

5. Specify what application is for: (check one)

- a.  New authorization
- b.  Renewing existing authorization No. *UTU-688341*
- c.  Amend existing authorization No.
- d.  Assign existing authorization No.
- e.  Existing use for which no authorization has been received \*
- f.  Other\*

\* If checked, provide details under item 7

6. If an individual, or partnership are you a citizen(s) of the United States?  Yes  No

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

Grand County would like to renew this Right of Way as it is still needed for the original purpose. Grand County agrees to be bound by the original terms and conditions of that agreement.

Road Name: *Broadhead Well & Cisco WAS #*  
Road # *25B 4354*

8. Attach a map covering area and show location of project proposal

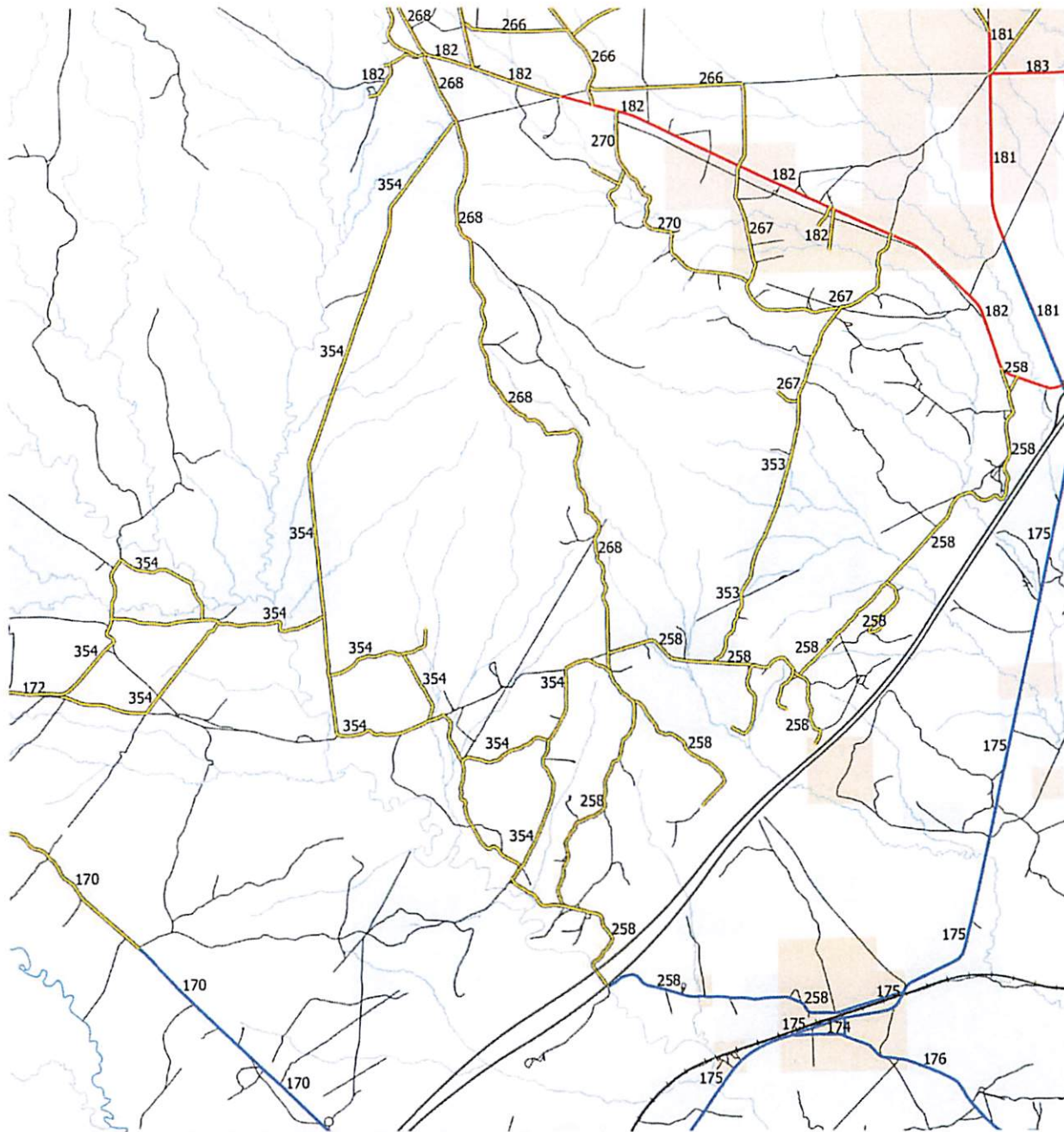
9. State or Local government approval:  Attached  Applied for  Not Required

10. Nonreturnable application fee:  Attached  Not required

11. Does project cross international boundary or affect international waterways?  Yes  No (if "yes," indicate on map)

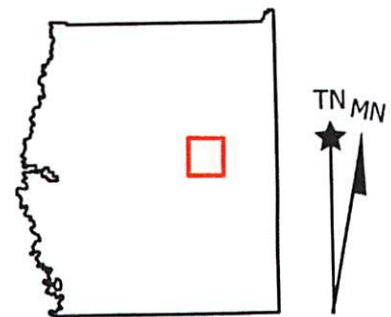
12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

Grand County has built and maintained road for at least the last 70 years and is still capable of doing so.



### Grand County Class B Road Overview: 258 & 354

- |                      |                       |
|----------------------|-----------------------|
| Paved B Roads        | US Forest Service     |
| Graveled B Roads     | National Park Service |
| Other B Roads (Dirt) | State Parks           |
| State Routes         | Tribal Lands          |
| Other Roads          | Military Areas        |
| Railroads            | Private Land          |
| Streams              | State Lands           |
| Rivers               | Airports              |
| County Boundaries    | Boat Ramps            |
| City Boundaries      |                       |



Map prepared by Grand County GIS.

Data represents Grand County road network and other administrative boundaries and is current as of the date indicative, and is subject to change. All other data is from the Utah AGRC.

Data is available from Utah AGRC, and Grand County Utah.



13a. Describe other reasonable alternative routes and modes considered.

N/A

b. Why were these alternatives not selected?

N/A

c. Give explanation as to why it is necessary to cross Federal Lands.

N/A

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

Blaze Canyon

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

N/A

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

N/A

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

N/A

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

N/A

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

N/A

20. Name all the Department(s)/Agency(ies) where this application is being filed.

BLM Moab District Office

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Date

10/18/22

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

APPLICATION FOR TRANSPORTATION AND  
UTILITY SYSTEMS AND FACILITIES  
ON FEDERAL LANDS

FORM APPROVED  
OMB Control Number: 0596-0082  
Expiration Date: 10/31/2012

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

Application Number

Date Filed

1. Name and address of applicant (include zip code)

Grand County Road Dept  
125 E Center St  
Moab Utah 84532

2. Name, title, and address of authorized agent if different from item 1 (include zip code)

Glen Arthur  
Assistant Road Supervisor

3. Telephone (area code)  
435-259-5308

Applicant  
Grand County

Authorized Agent  
Glen Arthur

4. As applicant are you? (check one)

- a.  Individual
- b.  Corporation\*
- c.  Partnership/Association\*
- d.  State Government/State Agency
- e.  Local Government
- f.  Federal Agency

\* If checked, complete supplemental page

5. Specify what application is for: (check one)

- a.  New authorization
- b.  Renewing existing authorization No. UTO-68831
- c.  Amend existing authorization No.
- d.  Assign existing authorization No.
- e.  Existing use for which no authorization has been received \*
- f.  Other\*

\* If checked, provide details under item 7

6. If an individual, or partnership are you a citizen(s) of the United States?  Yes  No

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

Grand County would like to renew this Right of Way as it is still needed for the original purpose. Grand County agrees to be bound by the original terms and conditions of that agreement.

Road Name: CISCO SPRINGS Oilfield  
Road # 266

8. Attach a map covering area and show location of project proposal

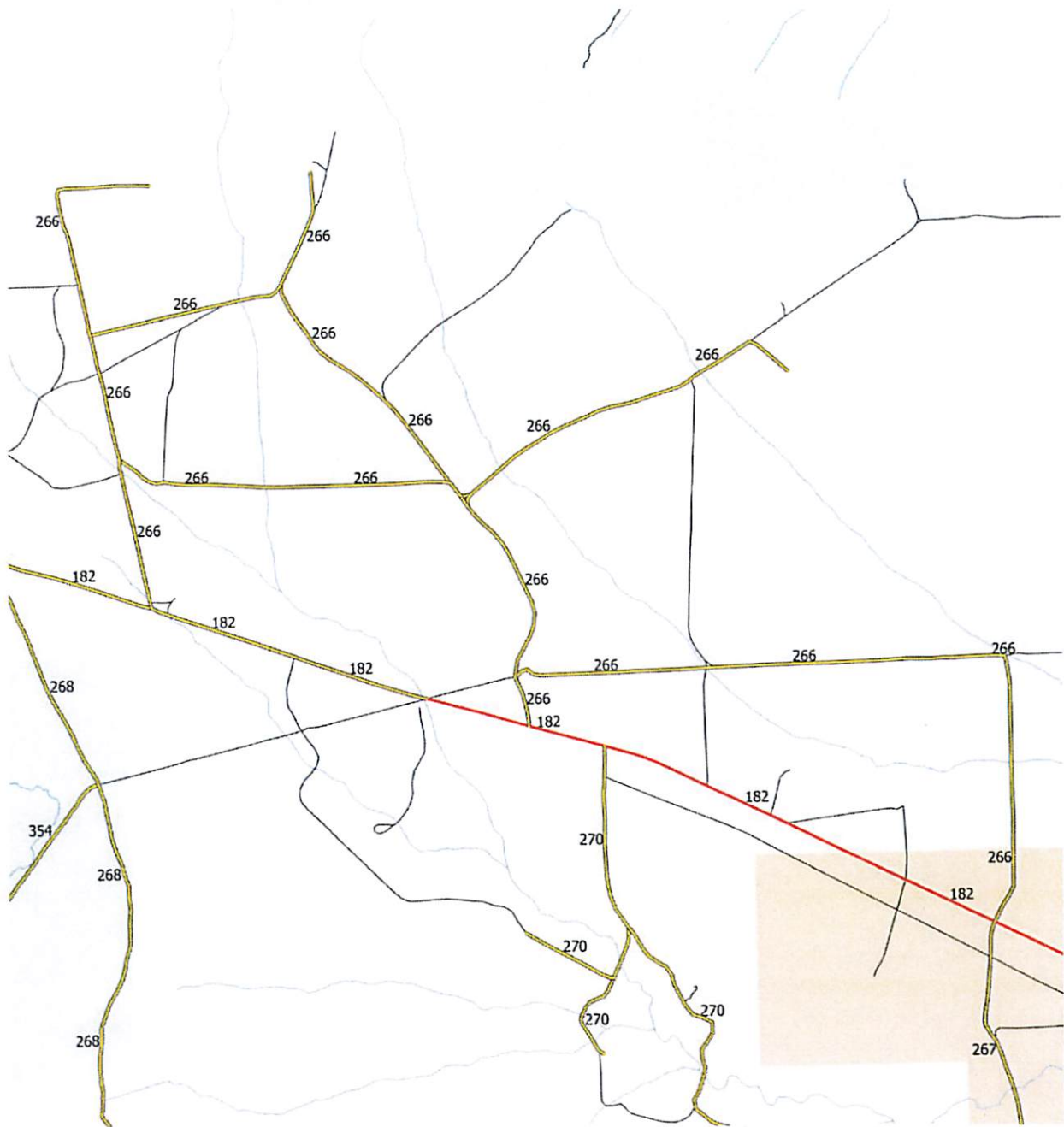
9. State or Local government approval:  Attached  Applied for  Not Required

10. Nonreturnable application fee:  Attached  Not required

11. Does project cross international boundary or affect international waterways?  Yes  No (if "yes," indicate on map)

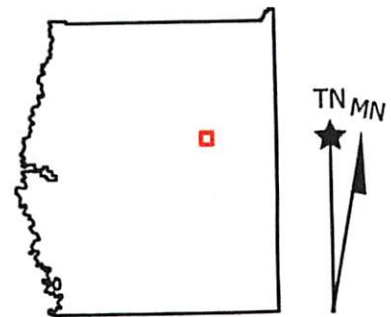
12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

Grand County has built and maintained road for at least the last 70 years and is still capable of doing so.



### Grand County Class B Road Overview: 266

- |                      |                       |
|----------------------|-----------------------|
| Paved B Roads        | US Forest Service     |
| Graveled B Roads     | National Park Service |
| Other B Roads (Dirt) | State Parks           |
| State Routes         | Tribal Lands          |
| Other Roads          | Military Areas        |
| Railroads            | Private Land          |
| Streams              | State Lands           |
| Rivers               | Airports              |
| County Boundaries    | Boat Ramps            |
| City Boundaries      |                       |



Map prepared by Grand County GIS.

Data represents Grand County road network and other administrative boundaries and is current as of the date indicative, and is subject to change. All other data is from the Utah AGRC.

Data is available from Utah AGRC, and Grand County Utah.



**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION**  
**REGULAR MEETING**  
**OCTOBER 18, 2022**

Agenda Item:

<b>TITLE:</b>	Ratifying the Chair’s signature on the updated Opioid Legal Representation Agreement
<b>FISCAL IMPACT:</b>	No additional fiscal impact, as discussed below
<b>PRESENTER(S):</b>	Christina Sloan, County Attorney

Prepared By:

Christina Sloan,  
County Attorney

**FOR OFFICE USE ONLY:**

**Attorney Review:**

Complete  
October 12, 2022

**RECOMMENDATION:**

I move to ratify the Chair’s signature on the updated Opioid Legal Representation Agreement, effective August 17, 2020.

**BACKGROUND:**

In 2018, along with 26 other Utah counties, the previously named Grand County Council and prior County Attorney Andrew Fitzgerald entered into litigation in the Moab District Court against opioid manufacturers and distributors including Johnson & Johnson and Teva Pharmaceuticals USA for damages caused by their role in the opioid epidemic in Utah.

The prior County Attorney and the County Commission executed a Legal Representation Agreement with national opioid counsel Phipps Ortiz Talafuse and then local counsel Durham Jones & Pinegar (“DJP”). On August 17, 2020, due to a change in partners at the firm of local counsel, DJP withdrew and Phipps Ortiz Talafuse engaged Lance Andrew, P.C. as its replacement.

We failed to execute a new agreement with Lance Andrew, which we need to do now given the recent settlements with manufacturer and distributor defendants.

Per our recent discussions, the settlement agreements and Fee MOU signed by all counties and the State of Utah will control the percentage of fees and the payment process. Thus, our total fee obligation is 20% per the settlement process, not the % listed in this agreement.

The Agreement is dated effective the date of DJP withdrawal.

**ATTACHMENT(S):**

1. Opioid Legal Representation Agreement, effective August 17, 2020
2. Original Opioid Legal Representation Agreement, effective May 21, 2018

**OPIOID LEGAL REPRESENTATION AGREEMENT**  
**(AGREEMENT)**

**CLIENT**  
Grand County

**A. Scope and Purpose of Representation**

1.1 Grand County (“CLIENT”) hires the law firms of PHIPPS DEACON PURNELL, PLLC and LANCE ANDREW, P.C. as CO-LEAD COUNSEL in the investigation and prosecution of a lawsuit arising under the laws of the State of Utah for any and all claims against manufacturers, distributors and prescribers of prescription opiates and those acting in concert with them who caused, or contributed to cause, the damages incurred by Grand County arising out of aggressive marketing and distribution of opiates in and to the County (collectively, “Defendants”). The claims include, but are not limited to: negligence, fraud, misrepresentation, violations of deceptive trade practices and consumer protection statutes, nuisance, civil RICO or conspiracy, mislabeling and other causes of action arising from Defendants’ conduct in the marketing and sale of prescription opioid drugs to the American public and Grand County. Specifically, the claims arise from Defendants’ role in the creation of the opioid epidemic that now exists in the U.S. and in Grand County, the substantial economic harm the opioid epidemic has caused Grand County by way of direct and indirect costs incurred, the physical harm to the life, health, safety and property of Grand County and its residents, and the lucrative profits reaped by Defendants despite knowing that they were defrauding Grand County (“the Representation”).

1.2 CLIENT hereby retains and employs CO-LEAD COUNSEL. The Grand County Commission has, by its approval of this Agreement, found that CLIENT has a substantial need for these legal services which cannot be adequately performed by the attorneys of CLIENT or other government attorneys, nor, because of the nature of the matter for which services will be obtained, can they be reasonably obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter. The estimated amount that may be recovered from the litigation exceeds \$100,000.00.

1.3 CLIENT hereby authorizes and directs CO-LEAD COUNSEL, subject to the supervision, direction and control of the Grand County Attorney’s Office, to handle the Representation and to take all actions necessary to prosecute and assist in the prosecution of the ongoing case or any new or additional case(s) on behalf of CLIENT against Defendants. In the Representation, CO-LEAD COUNSEL may seek necessary and appropriate injunctive relief, damages, civil penalties, costs and attorney’s fees, and such other pecuniary recovery as may be provided for by the laws of the State of Utah and/or any relevant local, state and/or federal statutory and/or common law.

1.4 The term of this Agreement shall end after the conclusion of the Representation unless either party extends or terminates this Agreement in accordance with its provisions.

1.5 CLIENT is hiring as CO-LEAD COUNSEL the law firms of PHIPPS DEACON PURNELL, PLLC and LANCE ANDREW, P.C. The two firms will share equally in the responsibilities in the legal representation of CLIENT and will also share equally in any fees. The primary attorneys handling this legal representation for CLIENT will be Martin Phipps of PHIPPS DEACON PURNELL, PLLC, and Jessica Andrew of LANCE ANDREW, P.C. In the event of a dispute between CO-LEAD COUNSEL regarding representation of CLIENT, Martin Phipps shall be lead/managing attorney and make any final decision regarding the legal representation with the consent of CLIENT. CO-LEAD COUNSEL agrees to perform necessary legal work with reference to the Representation, and will work specifically under the supervision, direction and control of the Grand County Attorney's. To ensure the timely and efficient completion of this matter, other attorneys or paralegals may also be assigned.

1.6 To enable CO-LEAD COUNSEL to provide effective representation, CLIENT agrees to do the following: (1) disclose to CO-LEAD COUNSEL, fully and accurately and on a timely basis, all facts and documents within CLIENT'S knowledge that are or might be material, or that CO-LEAD COUNSEL may request, (2) keep CO-LEAD COUNSEL apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with CO-LEAD COUNSEL. Finally, if Client has any concern or problem with CO-LEAD COUNSEL, their attorneys or employees at any time, CLIENT agrees to immediately tell the primary attorney of each law firm about any concerns or problems and not wait until a later time. The County's failure to comply with this Section 1.6 shall not constitute a breach of this Agreement.

1.7 Neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement without the express written permission of the other parties, unless otherwise authorized in this Agreement.

1.8 The person or entity that CO-LEAD COUNSEL represents is Grand County and CO-LEAD COUNSEL'S attorney-client relationship does not include any related persons or entities. If any potential conflict arises with respect to the Representation, CO-LEAD COUNSEL will make full disclosure of the possible effects of such Representation on the professional judgment of each individual associated with CO-LEAD COUNSEL working on Representation. Such disclosure shall be made to Grand County Attorney's Office or any other attorney designated by the Grand County Commission.

1.9 CLIENT represents that it has identified to CO-LEAD COUNSEL, to allow them to check conflicts, all individuals and entities reasonably known to it that are or

may become involved in this matter, including all individuals or entities affiliated with CLIENT. CLIENT will notify CO-LEAD COUNSEL if it becomes aware of any other individuals or entities that are or may become involved so that CO-LEAD COUNSEL can update their conflicts checks.

1.10 It is understood and agreed that CO-LEAD COUNSEL's engagement is limited to the Representation. CO-LEAD COUNSEL is not being retained as general counsel, and CO-LEAD COUNSEL'S acceptance of this Agreement does not imply any undertaking to provide legal services other than those set forth in this Agreement.

1.11 Any expressions on CO-LEAD COUNSEL'S part concerning the outcome of the Representation, estimates of time frames or amounts, or any other legal matters, are based on CO-LEAD COUNSEL'S professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by CO-LEAD COUNSEL'S knowledge of the facts and are based on CO-LEAD COUNSEL'S views of the state of the law at the time they are expressed. CO-LEAD COUNSEL has made no promises or guarantees to CLIENT about the outcome of the Representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

1.12 Throughout the course of the matter, we will send, to an email address CLIENT provides, electronic copies of documents relevant to the matter and these will be CLIENT's file copies. CLIENT is responsible to keep CO-LEAD COUNSEL informed as to any changes in the email address. If CLIENT requires use of a third party service to deposit or receive documents, CLIENT assumes responsibility for any security risks associated with the third party service. CLIENT is entitled upon written request to electronic copies of any files in CO-LEAD COUNSEL's possession relating to the engagement, such as pleadings, motions, discovery, legal memoranda, correspondence, depositions, expert opinions, business records, exhibits or potential evidence, witness statements, agreements, and legal or transactional documents (but excluding recorded mental impressions, research notes, legal theories, internal memoranda, unfiled pleadings, and internal accounting records and other documents not reasonably necessary to the representation), subject to CO-LEAD COUNSEL's right to make copies of any files CLIENT withdraws. If CLIENT requires paper copies of CLIENT's file, CLIENT will be responsible for copy charges at the Firms' standard rates. At the conclusion of the Representation, CO-LEAD COUNSEL will return to CLIENT any documents that COUNSEL is specifically requested to return. As to any documents so returned, CO-LEAD COUNSEL may elect to keep a copy of the documents in COUNSEL'S stored files. CLIENT owns all final work product generated from the Representation. Paper files may be sent to a storage facility or destroyed after the close of a matter if no request from the CLIENT is received.

1.13 Consultations and communications with firm internal ethics and professional responsibility counsel is protected by the firm's own attorney-client privilege and is not subject to discovery; records of these consultations are property of the firm and not part of CLIENT's file.

1.14 Cell Phone and Email Communication. CO-LEAD COUNSEL may communicate with CLIENT by cell phone or unencrypted email which may be capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege. CO-LEAD COUNSEL's preferred method of communication with CLIENT is through email. CLIENT must inform CO-LEAD COUNSEL if CLIENT does not want them to email CLIENT or discuss privileged matters on cell phones or if CLIENT wants CO-LEAD COUNSEL to encrypt email. If CLIENT sends or receives electronic communications using a computer or other device or email account to which a third party has, or may gain access, or if CLIENT sends electronic communications or files to a document repository such as Dropbox, CLIENT communications are not secure and may be deemed no longer protected by attorney-client privilege. If CLIENT uses a computer or other device or email account which a third party owns or to which a third party has, or may gain access, CLIENT must inform CO-LEAD COUNSEL.

1.15 Subpoenas and Testimony. If a third-party subpoenas CO-LEAD COUNSEL's records of services performed for CLIENT or requires CO-LEAD COUNSEL to testify concerning such services, CO-LEAD COUNSEL will ask CLIENT whether it wants them to assert CLIENT's attorney-client privilege (to the extent CLIENT may properly do so). CLIENT will pay CO-LEAD COUNSEL for their time and expenses reasonably incurred in relation to any such demand, including, but not limited to, time and expenses for searching and copying records, reviewing documents, designating privileged documents, appearing at depositions or hearings, and litigating issues raised by the request.

1.16 Any notice required or permitted to be given by CLIENT to CO-LEAD COUNSEL hereunder may be given by e-mail and hand delivery, facsimile or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Martin J. Phipps  
PHIPPS DEACON PURNELL, PLLC  
THE PHIPPS  
102 9th Street  
San Antonio, Texas 78215  
(210) 340-9877 (Telephone)  
(210) 340-9799 (Facsimile)  
Email: [mphipps@phippsdeaconpurnell.com](mailto:mphipps@phippsdeaconpurnell.com)

Jessica Andrew  
LANCE ANDREW, P.C.  
15 W. South Temple, #1650,  
Salt Lake City, UT 84101  
(801) 869-6800 (telephone)  
(801) 869-6801 (facsimile)  
Email: [jandrew@lanceandrewlaw.com](mailto:jandrew@lanceandrewlaw.com)

1.17 Any notice required or permitted to be given by CO-LEAD COUNSEL to CLIENT hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

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

1.18 Such notices shall be considered given and complete upon successful transmission or upon deposit in the United States Mail.

1.19 It is expressly understood that CO-LEAD COUNSEL has no authority to settle or otherwise compromise the position of the CLIENT or any of its officers. The Grand County Attorney's Office and Grand County Commission retain all authority to settle the case.

1.20 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CLIENT.

1.21 CO-LEAD COUNSEL shall provide CLIENT's attorney with reports on the status of the Representation as requested by CLIENT. No settlement of any claim, suit, or proceeding shall be entered into without the approval of the Grand County Commission in consultation with the Grand County Attorney's Office.

1.22 It is further agreed that CO-LEAD COUNSEL shall not associate other firms to appear as ASSOCIATED COUNSEL without the prior written consent of the Grand County Attorney's Office. CO-LEAD COUNSEL's intent to associate ASSOCIATED COUNSEL shall be in writing, shall set forth the reasons that COUNSEL wishes to associate ASSOCIATED COUNSEL and shall be in compliance with Section 1.5 of the Utah Rules of Professional Conduct ("URPC"). Any counsel approved by the Grand County Attorney's Office pursuant hereto shall be considered a contracting party to and bound by the terms and conditions of this Agreement and shall confirm their agreement to be so bound in writing provided to the Grand County Attorney's Office prior to their association.

1.23 CO-LEAD COUNSEL will share any legal fees as follows:

PHIPPS DEACON PURNELL, PLLC 65%

LANCE ANDREW, P.C. 35%

1.24 The basis for this division of legal fees will be "joint responsibility," as that term is defined in Rule 1.5(e), Utah Rules of Professional Responsibility CLIENT consents to this sharing or division of legal fees between/among these identified law firms and the basis described.

1.25 No actions and/or disputes between or amongst CO-LEAD COUNSEL will affect CLIENT'S recovery, nor will it give rise to any liability on the part of CLIENT.

1.26 Termination of Engagement. Either party may terminate this engagement at any time for any reason by written notice. In the event of termination after the commencement of the case, CLIENT agrees to pay CO-LEAD COUNSEL for their fees and expenses incurred, with fees calculated on a pro-rated hours basis, from any recovery ultimately recovered by CLIENT. Nevertheless, if CLIENT terminates this engagement other than for cause, CLIENT shall reimburse CO-LEAD COUNSEL for all expenses incurred by CO-LEAD COUNSEL in representing CLIENT prior to the date of termination regardless of any recovery ultimately recovered by CLIENT. If CLIENT requests that CO-LEAD COUNSEL incur fees or expenses in transitioning this matter to different counsel, CLIENT will pay CO-LEAD COUNSEL for their fees and expenses incurred in making the transition. Termination will be effective only to the termination of CO-LEAD COUNSEL's services prospectively and all other terms of this letter agreement will survive the termination. In addition, the attorney-client relationship will be deemed automatically terminated without notice and CO-LEAD COUNSEL may treat CLIENT as a former client for purposes of the Rules of Professional Conduct if (i) CO-LEAD COUNSEL has completed the services they have agreed to perform or (ii) have performed no work on CLIENT's behalf for six consecutive months for any reason (such as because CLIENT has abandoned its matter, been unavailable, or unresponsive). Should CO-LEAD COUNSEL subsequently be asked to render additional services, and in the event they do so without executing a new agreement, they will be deemed to have re-established their relationship with CLIENT pursuant to the terms of the original agreement.

1.27 No Post-Termination Responsibility to Provide Services. Upon cessation of CO-LEAD COUNSEL's active involvement in a particular matter (even if they continue active involvement in other matters on CLIENT's behalf), they will have no further duty to monitor or inform CLIENT of future developments or changes in law which may be relevant to the matter. Unless agreed to in writing to the contrary, CO-LEAD COUNSEL will have no obligation to monitor, notify CLIENT concerning, or comply with renewal, registration, continuation, or notice dates or similar deadlines that may arise from or relate to the matters for which they were engaged.

1.28 Publicity. Unless otherwise provided in writing, CO-LEAD COUNSEL may use CLIENT's name and logo on their websites (including a link to the home page of CLIENT's website) and in their marketing materials solely for the limited purpose of referring to CLIENT as a client of the firms.

## **B. Fees and Expenses**

2.01 Contingent Fee. CO-LEAD COUNSEL will only be compensated for legal services rendered in this matter if a recovery is obtained. The fee to be paid to CO-LEAD COUNSEL will be a percentage of the TOTAL RECOVERY. TOTAL RECOVERY means: the total of all amounts received (including the reasonable value of any non-

monetary proceeds) by settlement, arbitration award, or judgment, including any award of attorney's fees or punitive damages.

2.02 Expenses. All expenses will be reimbursed or paid from CO-LEAD COUNSEL's share of the TOTAL RECOVERY after applying the percentages listed in paragraph 2.04 below. As between CO-LEAD COUNSEL, all expenses incurred will be reimbursed first, in full, from CO-LEAD COUNSEL's share of the TOTAL RECOVERY before the division of legal fees, which legal fees will be divided as set forth in paragraph 1.23 above.

2.03 Receipt of Funds. Any funds recovered through settlement or judgment will be deposited in one of the CO-LEAD COUNSEL's trust account for disbursement in accordance with the foregoing terms.

2.04 Calculation of Fee. From the TOTAL RECOVERY (as set forth above, before expenses, which will be reimbursed or paid from and included in CO-LEAD COUNSEL's share), CO-LEAD COUNSEL will receive a percentage based on the following schedule:

- a. Thirty-five percent (35%) of the TOTAL RECOVERY.
- b. If CO-LEAD COUNSEL's representation is terminated for any reason, they will be entitled to reimbursement of their expenses and pro-rated hours, to be paid out of any ultimate recovery received by CLIENT.

### **C. Joint Representation**

3.01 CO-LEAD COUNSEL has advised CLIENT that CO-LEAD COUNSEL may represent other clients ("Other Clients") with claims similar to those of CLIENT. Further, CO-LEAD COUNSEL has advised CLIENT that there are important potential advantages and disadvantages to participating in a joint representation in which CO-LEAD COUNSEL represent multiple clients pursuing similar claims. CLIENT consents to the law firms' joint representation of CLIENT and such Other Clients. CLIENT agrees that CO-LEAD COUNSEL may mediate or otherwise negotiate CLIENT'S claims in combination with Other Clients' claims. If a defendant makes a "global settlement offer" that offers one sum of money to settle more than one client's claims, then CLIENT agrees that CO-LEAD COUNSEL can share the identity of each jointly-represented client, the settlement amount proposed for each, and the nature of each jointly-represented client's claims with all other clients, including CLIENT—and that CLIENT'S identity and confidential settlement information will also be shared with the other clients in a "global settlement offer" situation.

### **D. Other Provisions**

4.1 This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting same. If any provision

of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, then such provision will be modified to conform to such laws, and the balance of this Agreement will remain in full force and effect. Each waiver in this Agreement is subject to the overriding and governing rule that it will be effective only if and to the extent that (1) it is not prohibited by applicable law and (2) applicable law neither provides for nor allows any material sanctions to be imposed against a party for having bargained for and obtained it. This Agreement is the entire agreement and understanding between the parties in connection with the subject matter of this Agreement and supersedes and cancels all prior agreements and understandings in connection with the subject matter of this Agreement. The Parties may **by mutual agreement** amend or supplement this Agreement at any time and from time to time; provided that that they must do so **in writing, and such writing must be signed by CLIENT and CO-LEAD COUNSEL.**

4.2 The term of this Agreement begins upon the date it is executed by the parties and continues until the Representation is concluded. This Agreement shall be of no force or effect until approved in writing by the Grand County Attorney's Office.

4.3 CO-LEAD COUNSEL represents and warrants that they carry professional liability insurance in the following amounts:

PHIPPS DEACON PURNELL, PLLC \$5,000,000

LANCE ANDREW, P.C. \$2,000,000

4.4 This Agreement shall be governed and interpreted under Utah substantive law and exclusive venue and jurisdiction of any lawsuit or claim arising out of or relating to this Agreement shall lie in Salt Lake County, Utah.

4.5 Resolution of Disputes. Any dispute, claim or controversy, whether in tort, contract, or otherwise, arising out of or relating to the relationship between the CLIENT and CO-LEAD COUNSEL, or the services provided by CO-LEAD COUNSEL pursuant to this agreement or otherwise to the CLIENT will be brought and tried in any federal or state court located in the State of Utah, in Salt Lake County. Each of the parties hereby submits to and accepts for itself and in respect to its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts and appellate courts from any appeal thereof. Each party hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. To the fullest extent permitted by law, each party further agrees that personal jurisdiction over it may be effected by service of process by certified mail addressed to such party at the address provided in this agreement, and when so made be as if served upon it personally within the State of Utah.

4.6 Jury Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH

PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THE RELATIONSHIP BETWEEN THE CLIENT AND CO-LEAD COUNSEL OR THE SERVICES PROVIDED BY CO-LEAD COUNSEL PURSUANT TO THIS AGREEMENT OR OTHERWISE TO THE CLIENT, IN ANY ACTION, PROCEEDING, OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST THE OTHER PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH PARTY HEREBY AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION MUST BE TRIED BY A BENCH TRIAL WITHOUT A JURY.

4.7 Prevailing Party's Fees and Expenses in a Proceeding. The prevailing party in any arbitration, mediation, court action, or other adjudicative proceeding (including a bankruptcy proceeding) arising out of or relating to the relationship between the CLIENT and CO-LEAD COUNSEL or the services provided by CO-LEAD COUNSEL pursuant to this agreement or otherwise to CLIENT will be reimbursed by the party who does not prevail for its reasonable attorneys', accountants', and experts' fees, and for the costs and expenses of such proceeding or any appeal or review proceeding.

4.8 This document is a binding legal agreement. CLIENT's signature below acknowledges that it has had an opportunity to consult with other counsel and that CLIENT did so or chose not to do so before signing this agreement.

Effective this the 17th day of August, 2020.



\_\_\_\_\_  
Jacques Hadler,  
Chair, Grand County Commission

10/13/2022

\_\_\_\_\_  
Date



\_\_\_\_\_  
Christina Sloan, Grand County Attorney


10/14/2022


\_\_\_\_\_  
Date


AGREED BY THE LAW FIRMS:

Signature of Authorized Representative of Co-Lead Counsel

  
\_\_\_\_\_  
Martin J. Phipps  
PHIPPS DEACON PURNELL, PLLC

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jessica Andrew  
LANCE ANDREW, P.C.

  
\_\_\_\_\_  
Date

**OPIOID LEGAL REPRESENTATION AGREEMENT**  
**(AGREEMENT)**

**CLIENT**  
**GRAND COUNTY, UTAH**

**A. Scope and Purpose of Representation**

1.1 GRAND COUNTY, UTAH ("CLIENT") hires the law firms of PHIPPS DEACON PURNELL LLP and DURHAM JONES & PINEGAR, PC as CO-LEAD COUNSEL in the investigation and prosecution of a lawsuit arising under the laws of the State of Utah for any and all claims against manufacturers, distributors and prescribers of prescription opiates and those acting in concert with them who caused, or contributed to cause, the damages incurred by GRAND COUNTY arising out of aggressive marketing and distribution of opiates in and to the County (collectively, "Defendants"). The claims include, but are not limited to: negligence, fraud, misrepresentation, violations of deceptive trade practices and consumer protection statutes, nuisance, civil RICO or conspiracy, mislabeling and other causes of action arising from Defendants' conduct in the marketing and sale of prescription opioid drugs to the American public and GRAND COUNTY. Specifically, the claims arise from Defendants' role in the creation of the opioid epidemic that now exists in the U.S. and in GRAND COUNTY, the substantial economic harm the opioid epidemic has caused GRAND COUNTY by way of direct and indirect costs incurred, the physical harm to the life, health, safety and property of GRAND COUNTY and its residents, and the lucrative profits reaped by Defendants despite knowing that they were defrauding GRAND COUNTY ("the Representation").

1.2 CLIENT hereby retains and employs CO-LEAD COUNSEL. The GRAND COUNTY COUNCIL has, by its approval of this Agreement, found that CLIENT has a substantial need for these legal services which cannot be adequately performed by the attorneys of CLIENT or other government attorneys, nor, because of the nature of the matter for which services will be obtained, can they be reasonably obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter. The estimated amount that may be recovered from the litigation exceeds \$100,000.00.

1.3 CLIENT hereby authorizes and directs CO-LEAD COUNSEL, subject to the supervision, direction and control of the GRAND COUNTY ATTORNEY'S OFFICE, to handle the Representation and to take all actions necessary to prosecute and assist in the prosecution of the ongoing case or any new or additional case(s) on behalf of CLIENT against Defendants. In the Representation, CO-LEAD COUNSEL may seek necessary and appropriate injunctive relief, damages, civil penalties, costs and attorney's fees, and such other pecuniary recovery as may be provided for by the laws of the State of Utah and/or any relevant local, state and/or federal statutory and/or common law.

1.4 The term of this Agreement shall end after the conclusion of the Representation unless either party extends or terminates this Agreement in accordance with its provisions.

1.5 CLIENT is hiring as CO-LEAD COUNSEL the law firms of PHIPPS DEACON PURNELL LLP and DURHAM JONES & PINEGAR, PC. The two firms will share equally in the responsibilities in the legal representation of CLIENT and will also share equally in any fees. The primary attorneys handling this legal representation for CLIENT will be Martin Phipps and Barry Deacon of PHIPPS DEACON PURNELL LLP, and Douglas Thayer of DURHAM JONES & PINEGAR. In the event of a dispute between CO-LEAD COUNSEL regarding representation of CLIENT, Martin Phipps shall be lead/managing attorney and make any final decision regarding the legal representation with the consent of CLIENT. CO-LEAD COUNSEL agrees to perform necessary legal work with reference to the Representation, and will work specifically under the supervision, direction and control of the GRAND COUNTY ATTORNEY. To ensure the timely and efficient completion of this matter, other attorneys or paralegals may also be assigned.

1.6 To enable CO-LEAD COUNSEL to provide effective representation, CLIENT agrees to do the following: (1) disclose to CO-LEAD COUNSEL, fully and accurately and on a timely basis, all facts and documents within CLIENT'S knowledge that are or might be material, or that CO-LEAD COUNSEL may request, (2) keep CO-LEAD COUNSEL apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with CO-LEAD COUNSEL. Finally, if Client has any concern or problem with CO-LEAD COUNSEL, their attorneys or employees at any time, CLIENT agrees to immediately tell the primary attorney of each law firm about any concerns or problems and not wait until a later time.

1.7 Neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement without the express written permission of the other parties, unless otherwise authorized in this Agreement.

1.8 The person or entity that CO-LEAD COUNSEL represents is GRAND COUNTY and CO-LEAD COUNSEL'S attorney-client relationship does not include any related persons or entities. If any potential conflict arises with respect to the Representation, CO-LEAD COUNSEL will make full disclosure of the possible effects of such Representation on the professional judgment of each individual associated with CO- LEAD COUNSEL working on Representation. Such disclosure shall be made to the GRAND COUNTY ATTORNEY, Mr. Andrew Fitzgerald, or any other attorney he/she designates.

1.9 CLIENT represents that it has identified to CO-LEAD COUNSEL, to allow them to check conflicts, all individuals and entities reasonably known to it that are or may become involved in this matter, including all individuals or entities affiliated with

CLIENT. CLIENT will notify CO-LEAD COUNSEL if it becomes aware of any other individuals or entities that are or may become involved so that CO-LEAD COUNSEL can update their conflicts checks.

1.10 It is understood and agreed that CO-LEAD COUNSEL'S engagement is limited to the Representation. CO-LEAD COUNSEL is not being retained as general counsel, and CO-LEAD COUNSEL'S acceptance of this Agreement does not imply any undertaking to provide legal services other than those set forth in this Agreement.

1.11 Any expressions on CO-LEAD COUNSEL'S part concerning the outcome of the Representation, estimates of time frames or amounts, or any other legal matters, are based on CO-LEAD COUNSEL'S professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by CO-LEAD COUNSEL'S knowledge of the facts and are based on CO-LEAD COUNSEL'S views of the state of the law at the time they are expressed. CO-LEAD COUNSEL has made no promises or guarantees to CLIENT about the outcome of the Representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

1.12 Throughout the course of the matter, we will send, to an email address CLIENT provides, electronic copies of documents relevant to the matter and these will be CLIENT's file copies. CLIENT is responsible to keep CO-LEAD COUNSEL informed as to any changes in the email address. If CLIENT requires use of a third party service to deposit or receive documents, CLIENT assumes responsibility for any security risks associated with the third party service. CLIENT is entitled upon written request to electronic copies of any files in CO-LEAD COUNSEL'S possession relating to the engagement, such as pleadings, motions, discovery, legal memoranda, correspondence, depositions, expert opinions, business records, exhibits or potential evidence, witness statements, agreements, and legal or transactional documents (but excluding recorded mental impressions, research notes, legal theories, internal memoranda, unfiled pleadings, and internal accounting records and other documents not reasonably necessary to the representation), subject to CO-LEAD COUNSEL'S right to make copies of any files CLIENT withdraws. If CLIENT requires paper copies of CLIENT'S file, CLIENT will be responsible for copy charges at the Firms' standard rates. At the conclusion of the Representation, CO-LEAD COUNSEL will return to CLIENT any documents that COUNSEL is specifically requested to return. As to any documents so returned, CO-LEAD COUNSEL may elect to keep a copy of the documents in COUNSEL'S stored files. CLIENT owns all final work product generated from the Representation. Paper files may be sent to a storage facility or destroyed after the close of a matter if no request from the CLIENT is received.

1.13 Consultations and communications with firm internal ethics and professional responsibility counsel is protected by the firm's own attorney-client privilege and is not subject to discovery; records of these consultations are property of the firm and not part of CLIENT'S file.

1.14 Cell Phone and Email Communication. CO-LEAD COUNSEL may

communicate with CLIENT by cell phone or unencrypted email which may be capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege. CO-LEAD COUNSEL's preferred method of communication with CLIENT is through email. CLIENT must inform CO-LEAD COUNSEL if CLIENT does not want them to email CLIENT or discuss privileged matters on cell phones or if CLIENT wants CO-LEAD COUNSEL to encrypt email. If CLIENT sends or receives electronic communications using a computer or other device or email account to which a third party has, or may gain access, or if CLIENT sends electronic communications or files to a document repository such as Dropbox, CLIENT communications are not secure and may be deemed no longer protected by attorney-client privilege. If CLIENT uses a computer or other device or email account which a third party owns or to which a third party has, or may gain access, CLIENT must inform CO-LEAD COUNSEL.

1.15 Subpoenas and Testimony. If a third party subpoenas CO-LEAD COUNSEL's records of services performed for CLIENT or requires CO-LEAD COUNSEL to testify concerning such services, CO-LEAD COUNSEL will ask CLIENT whether it wants them to assert CLIENT's attorney-client privilege (to the extent CLIENT may properly do so). CLIENT will pay CO-LEAD COUNSEL for their time and expenses reasonably incurred in relation to any such demand, including, but not limited to, time and expenses for searching and copying records, reviewing documents, designating privileged documents, appearing at depositions or hearings, and litigating issues raised by the request.

1.16 Any notice required or permitted to be given by CLIENT to CO-LEAD COUNSEL hereunder may be given by e-mail and hand delivery, facsimile or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Martin J. Phipps  
PHIPPS DEACON PURNELL LLP  
THE PHIPPS  
102 9th Street  
San Antonio, Texas 78215  
(210) 340-9877 (Telephone)  
(210) 340-9799 (Facsimile)  
Email: [mhipps@phippсандersondeacon.com](mailto:mhipps@phippсандersondeacon.com)

Douglas B. Thayer  
DURHAM JONES & PINEGAR, PC  
3301 N. Thanksgiving Way, Suite 400  
Lehi, UT 84043  
(801)375-6600 (telephone)  
(801)375-3865 (facsimile)  
Email: [dthayer@djplaw.com](mailto:dthayer@djplaw.com)

1.17 Any notice required or permitted to be given by CO-LEAD COUNSEL to

CLIENT hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Andrew Fitzgerald  
GRAND COUNTY ATTORNEY  
125 E. Center Street  
Moab, UT 84532  
(435) 259-1324 (Telephone)  
(435) 259-3926 (Facsimile)  
Email: Andrewmoablwyer@icloud.com

1.18 Such notices shall be considered given and complete upon successful transmission or upon deposit in the United States Mail.

1.19 It is expressly understood that CO-LEAD COUNSEL has no authority to settle or otherwise compromise the position of the CLIENT or any of its officers. The GRAND COUNTY ATTORNEY and GRAND COUNTY COUNCIL retain all authority to settle the case.

1.20 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CLIENT.

1.21 CO-LEAD COUNSEL shall provide CLIENT's attorney with reports on the status of the Representation as requested by CLIENT. No settlement of any claim, suit, or proceeding shall be entered into without the approval of the GRAND COUNTY COUNCIL in consultation with the GRAND COUNTY ATTORNEY.

1.22 It is further agreed that CO-LEAD COUNSEL shall not associate other firms to appear as ASSOCIATED COUNSEL without the prior written consent of the GRAND COUNTY ATTORNEY. CO-LEAD COUNSEL's intent to associate ASSOCIATED COUNSEL shall be in writing, shall set forth the reasons that COUNSEL wishes to associate ASSOCIATED COUNSEL and shall be in compliance with Section 1.5 of the Utah Rules of Professional Conduct ("URPC"). Any counsel approved by the GRAND COUNTY ATTORNEY pursuant hereto shall be considered a contracting party to and bound by the terms and conditions of this Agreement and shall confirm their agreement to be so bound in writing provided to the GRAND COUNTY ATTORNEY prior to their association.

1.23 CO-LEAD COUNSEL will share any legal fees as follows:

PHIPPS DEACON PURNELL LLP	50%
DURHAM JONES & PINEGAR, PC	50%

1.24 The basis for this division of legal fees will be "joint responsibility," as that term is defined in Rule 1.5(e), Utah Rules of Professional Responsibility CLIENT

consents to this sharing or division of legal fees between/among these identified law firms and the basis described.

1.25 No actions and/or disputes between or amongst CO-LEAD COUNSEL will affect CLIENT'S recovery, nor will it give rise to any liability on the part of CLIENT.

1.26 Termination of Engagement. Either party may terminate this engagement at any time for any reason by written notice. In the event of termination after the commencement of the case, CLIENT agrees to pay CO-LEAD COUNSEL for their fees and expenses incurred, with fees calculated on a pro-rated hours basis, from any recovery ultimately recovered by CLIENT. Nevertheless, if CLIENT terminates this engagement other than for cause, CLIENT shall reimburse CO-LEAD COUNSEL for all expenses incurred by CO-LEAD COUNSEL in representing CLIENT prior to the date of termination regardless of any recovery ultimately recovered by CLIENT. If CLIENT requests that CO-LEAD COUNSEL incur fees or expenses in transitioning this matter to different counsel, CLIENT will pay CO-LEAD COUNSEL for their fees and expenses incurred in making the transition. Termination will be effective only to the termination of CO-LEAD COUNSEL's services prospectively and all other terms of this letter agreement will survive the termination. In addition, the attorney-client relationship will be deemed automatically terminated without notice and CO-LEAD COUNSEL may treat CLIENT as a former client for purposes of the Rules of Professional Conduct if (i) CO-LEAD COUNSEL has completed the services they have agreed to perform or (ii) have performed no work on CLIENT's behalf for six consecutive months for any reason (such as because CLIENT has abandoned its matter, been unavailable, or unresponsive). Should CO-LEAD COUNSEL subsequently be asked to render additional services, and in the event they do so without executing a new agreement, they will be deemed to have re-established their relationship with CLIENT pursuant to the terms of the original agreement.

1.27 No Post-Termination Responsibility to Provide Services. Upon cessation of CO-LEAD COUNSEL's active involvement in a particular matter (even if they continue active involvement in other matters on CLIENT's behalf), they will have no further duty to monitor or inform CLIENT of future developments or changes in law which may be relevant to the matter. Unless agreed to in writing to the contrary, CO-LEAD COUNSEL will have no obligation to monitor, notify CLIENT concerning, or comply with renewal, registration, continuation, or notice dates or similar deadlines that may arise from or relate to the matters for which they were engaged.

1.28 Publicity. Unless otherwise provided in writing, CO-LEAD COUNSEL may use CLIENT's name and logo on their websites (including a link to the home page of CLIENT's website) and in their marketing materials solely for the limited purpose of referring to CLIENT as a client of the firms.

**B. Fees and Expenses**

2.01 Contingent Fee. CO-LEAD COUNSEL will only be compensated for legal services rendered in this matter if a recovery is obtained. The fee to be paid to CO-LEAD

COUNSEL will be a percentage of the TOTAL RECOVERY. TOTAL RECOVERY means: the total of all amounts received (including the reasonable value of any non-monetary proceeds) by settlement, arbitration award, or judgment, including any award of attorney's fees or punitive damages.

2.02 Expenses. All expenses will be reimbursed or paid from CO-LEAD COUNSEL's share of the TOTAL RECOVERY after applying the percentages listed in paragraph 2.04 below. As between CO-LEAD COUNSEL, all expenses incurred will be reimbursed first, in full, from CO-LEAD COUNSEL's share of the TOTAL RECOVERY before the division of legal fees, which legal fees will be divided as set forth in paragraph 1.23 above.

2.03 Receipt of Funds. Any funds recovered through settlement or judgment will be deposited in one of the CO-LEAD COUNSEL's trust account for disbursement in accordance with the foregoing terms.

2.04 Calculation of Fee. From the TOTAL RECOVERY (as set forth above, before expenses, which will be reimbursed or paid from and included in CO-LEAD COUNSEL's share), CO-LEAD COUNSEL will receive a percentage based on the following schedule:

- a. Thirty-five percent (35%) of the TOTAL RECOVERY.
- b. If CO-LEAD COUNSEL's representation is terminated for any reason, they will be entitled to reimbursement of their expenses and pro-rated hours, to be paid out of any ultimate recovery received by CLIENT.

### **C. Joint Representation**

3.01 CO-LEAD COUNSEL has advised CLIENT that CO-LEAD COUNSEL may represent other clients ("Other Clients") with claims similar to those of CLIENT. Further, CO-LEAD COUNSEL has advised CLIENT that there are important potential advantages and disadvantages to participating in a joint representation in which CO-LEAD COUNSEL represent multiple clients pursuing similar claims. CLIENT consents to the law firms' joint representation of CLIENT and such Other Clients. CLIENT agrees that CO-LEAD COUNSEL may mediate or otherwise negotiate CLIENT'S claims in combination with Other Clients' claims. If a defendant makes a "global settlement offer" that offers one sum of money to settle more than one client's claims, then CLIENT agrees that CO-LEAD COUNSEL can share the identity of each jointly-represented client, the settlement amount proposed for each, and the nature of each jointly-represented client's claims with all other clients, including CLIENT—and that CLIENT'S identity and confidential settlement information will also be shared with the other clients in a "global settlement offer" situation.

### **D. Other Provisions**

4.1 This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting same. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, then such provision will be modified to conform to such laws, and the balance of this Agreement will remain in full force and effect. Each waiver in this Agreement is subject to the overriding and governing rule that it will be effective only if and to the extent that (1) it is not prohibited by applicable law and (2) applicable law neither provides for nor allows any material sanctions to be imposed against a party for having bargained for and obtained it. This Agreement is the entire agreement and understanding between the parties in connection with the subject matter of this Agreement and supersedes and cancels all prior agreements and understandings in connection with the subject matter of this Agreement. The Parties may by mutual agreement amend or supplement this Agreement at any time and from time to time; provided that that they must do so in writing, and such writing must be signed by CLIENT and CO-LEAD COUNSEL.

4.2 The term of this Agreement begins upon the date it is executed by the parties and continues until the Representation is concluded. This Agreement shall be of no force or effect until approved in writing by the GRAND COUNTY ATTORNEY.

4.3 CO-LEAD COUNSEL represents and warrants that they carry professional liability insurance in the following amounts:

PHIPPS DEACON PURNELL LLP	\$5,000,000
DURHAM JONES & PINEGAR, PC	\$10,000,000

4.4 This Agreement shall be governed and interpreted under Utah substantive law and exclusive venue and jurisdiction of any lawsuit or claim arising out of or relating to this Agreement shall lie in Salt Lake County, Utah.

4.5 Resolution of Disputes. Any dispute, claim or controversy, whether in tort, contract, or otherwise, arising out of or relating to the relationship between the CLIENT and CO-LEAD COUNSEL, or the services provided by CO-LEAD COUNSEL pursuant to this agreement or otherwise to the CLIENT will be brought and tried in any federal or state court located in the State of Utah, in Salt Lake County. Each of the parties hereby submits to and accepts for itself and in respect to its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts and appellate courts from any appeal thereof. Each party hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. To the fullest extent permitted by law, each party further agrees that personal jurisdiction over it may be effected by service of process by certified mail addressed to such party at the address provided in this agreement, and

when so made be as if served upon it personally within the State of Utah.

4.6 Jury Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THE RELATIONSHIP BETWEEN THE CLIENT AND CO-LEAD COUNSEL OR THE SERVICES PROVIDED BY CO-LEAD COUNSEL PURSUANT TO THIS AGREEMENT OR OTHERWISE TO THE CLIENT, IN ANY ACTION, PROCEEDING, OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST THE OTHER PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH PARTY HEREBY AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION MUST BE TRIED BY A BENCH TRIAL WITHOUT A JURY.

4.7 Prevailing Party's Fees and Expenses in a Proceeding. The prevailing party in any arbitration, mediation, court action, or other adjudicative proceeding (including a bankruptcy proceeding) arising out of or relating to the relationship between the CLIENT and CO-LEAD COUNSEL or the services provided by CO-LEAD COUNSEL pursuant to this agreement or otherwise to CLIENT will be reimbursed by the party who does not prevail for its reasonable attorneys', accountants', and experts' fees, and for the costs and expenses of such proceeding or any appeal or review proceeding.

4.8 This document is a binding legal agreement. CLIENT's signature below acknowledges that it has had an opportunity to consult with other counsel and that CLIENT did so or chose not to do so before signing this agreement.

Effective this the 2<sup>nd</sup> day of May, 2018.

  
GRAND COUNTY COUNCIL


5/2/18  
Date

  
ANDREW FITZGERALD  
GRAND COUNTY ATTORNEY

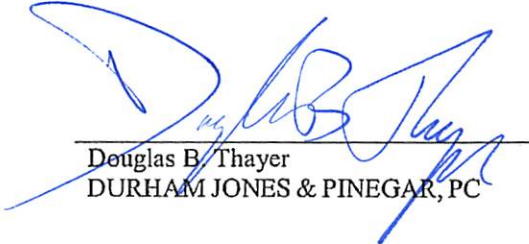
5.2.2018  
Date

AGREED BY THE LAW FIRMS:

Signature of Authorized Representative of Co-Lead Counsel

  
\_\_\_\_\_  
Martin J. Phipps  
PHIPPS DEACON PURNELL LLP

5/11/18  
Date

  
\_\_\_\_\_  
Douglas B. Thayer  
DURHAM JONES & PINEGAR, PC

5/21/18  
Date



**SUBGRANT AGREEMENT BETWEEN  
UTAH ASSOCIATION OF FAMILY SUPPORT CENTERS, INC. AND  
FAMILY SUPPORT CENTER GRAND COUNTY**

**ARTICLE I – General Provisions**

This Subgrant Agreement is entered into between Utah Association of Family Support Centers, Inc., a Utah nonprofit corporation, DBA Family Support Centers of Utah (“**Grantee**”) and Family Support Center Grand County (“**Subgrantee**”).

This Subgrant Agreement is made pursuant to a State Funds Grant Agreement between Grantee and the State of Utah Department of Health and Human Services, Division of Child and Family Services (“**DHHS**” or “**Grantor**”), attached hereto as **Exhibit A**, (the “**Grant Agreement**”).

The purpose of the Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement. Subgrantee shall use the funds provided in this agreement for the purposes stated in the Grant Agreement, as described in the Scope of Work attached to the Grant Agreement as “Attachment A” and as further described in this Subgrant Agreement.

For the period beginning July 1, 2022 and ending on June 30, 2023 (the “**Contract Period**”), Subgrantee shall be paid up to \$101,360, a total contract maximum, for costs authorized under this Subgrant Agreement, based on funding availability and/or grant performance, as further detailed in Subgrantee’s budget for the funds to be received under this Subgrant Agreement, attached hereto as **Exhibit B** (the “**FSC Budget**”).

**ARTICLE II. RESPONSIBILITIES OF SUBGRANTEE**

Subgrantee shall perform the following:

- A. Fulfill the fiduciary duties with this Subgrant Agreement and ensure the funds subject to this Agreement are used in accordance with conditions, requirements, and restrictions of Federal, State, and Local laws. This compliance includes fulfilling the requirements as stated in the Scope of Work and statewide goal alignment for the Family Support Centers as provided in Attachment A.
- B. Invite primary caregivers who are using scheduled respite care services to complete surveys as directed by the Program Evaluator.
- C. Conduct outreach to under-served populations and families experiencing high stress levels and crises who live in the State of Utah. This shall be done through social media, flyers, advertisements, community booths, and other lawful methods.
- D. Comply with all applicable State licensing requirements.
- E. Comply with Subgrantee’s DCFS Nursery Contract.

- F. Comply with and support the Standards of Quality created by the National Family Support Network, attached as **Exhibit C** (the “Standards of Quality”).
- G. Implementation of the Standards of Quality is a statewide goal as determined by the Advisory Group. Subgrantees will conduct team meeting(s) which result in completion of the Standards of Quality Program Self-Assessment Tool by June 30, 2023. Progress reports will be completed and provided to Grantee on a quarterly basis.
- H. Fully cooperate to ensure compliance with the Grant Agreement, which is incorporated by reference herein;
- I. Support the statewide goals as approved by Grantee’s Board of Directors.
- J. Grantee may monitor Subgrantee’s performance, including though scheduled and unannounced visits. Subgrantee shall allow Grantee access to any records related to this Subgrant Agreement or compliance with the Grant Agreement, which includes providing a copy of the State license certificate and proof of compliance with the DCFS Nursery Contract, if applicable.

### **Article III: PAYMENT TERMS AND BILLING INFORMATION**

#### **Budget Adjustments**

- A. At assigned times during the fiscal year, Subgrantee may transfer funds between subcategories within each major category of the FSC Budget if there are no restrictions on expenditures within those subcategories.

#### **Billing**

- A. Subgrantee shall submit monthly billings during the Contract Period to Grantee. Grantee must receive invoices and supporting documentation for reimbursement at least seven (7) calendar days before the billing deadlines established in Section 4.9 of the Grant Agreement.
- B. Subgrantee shall maintain an accounting system that provides a general ledger and cost accounting records adequate to assure that costs incurred are reasonable, allowable, allocable to agreement objectives, and separate from costs associated with other business activities of Subgrantee. Subgrantee shall ensure it accounting system meets required reporting requirements and timely development of costs data in the required form.

### **ARTICLE IV – TERMINATION**

- A. Grantee or Subgrantee may terminate this Agreement, with or without cause, in advance of the Agreement’s expiration date by giving the Subgrantee 30 days written notice.
- B. Grantee may immediately terminate this agreement if (1) Grantee identifies and substantiates risk of harm to any individuals served by Subgrantee, (2) Subgrantee does not continuously meet required licensing standards, including compliance with Utah Code

Section 62A-2- 210 and Utah Admin. Code R501-14, (3) Subgrantee does not comply with applicable federal, state, or local laws, regulations, or ordinances, (4) this agreement becomes unnecessary, or the ability to fulfill the agreement is made impossible due to any legislative change, revoked statutory authority, lack of appropriated funds, or unavailability of funds, or (5) for any reason stated in this Subgrant Agreement.

- C. In addition, Grantee reserves the right to require corrective action, disallow expenditures and adjust payments to Subgrantee by deducting the disallowed expenditures, withhold funds due Subgrantee to cover the costs of any audits, legal fees, and other expenses, withhold from Subgrantee the full recoupments of any incorrectly paid funds, require repayment, and pursue any and all other remedies available at law or equity.
- D. Upon any termination thereof, Subgrantee shall within sixty (60) days of the termination date, submit to Grantee a final invoice, a final report that summarizes the progress toward the goals stated in the Scope of Work, and all other required final reports.
- E. Grantee shall reimburse Subgrantee for all allowable non-cancelable costs and commitments incurred in the performance of this Subgrant Agreement prior to the date of termination, provided such costs do not exceed the total amount authorized under this Subgrant Agreement.
- F. Subgrantee agrees that acceptance of final payment from Grantee hereby releases and forever discharges Grantee of and from all claims, demands, and liabilities whatsoever of every name and nature both at law and in equity.
- G. Remaining funds from a terminated subgrant agreement may be used at the sole discretion of Grantee.

#### **ARTICLE V – GENERAL PROVISIONS**

- A. Subgrantee shall not transfer or assign this agreement, or any of Subgrantee's rights or obligations hereunder, without the written consent of Grantee.
- B. Nothing in this Subgrant Agreement shall be interpreted as a guarantee of funding to Subgrantee.
- C. Subgrantee shall maintain insurance as reasonable, including general liability coverage and worker's compensation coverage.
- D. All waivers of the provisions of this Subgrant Agreement must be in writing. This Subgrant Agreement and any provisions hereof may be amended only by mutual written agreement between the parties.
- E. Subgrantee shall indemnify Grantee and all of its officers, agents, employees, and volunteers from and against all losses, damages, injuries, liabilities, suits, and proceedings related to this Subgrant Agreement that are caused in whole or in part by the acts, omissions, or negligence of Subgrantee or any of its officers, agents, employees, volunteers, representative, subcontractors, or anyone else for whose acts Subgrantee may

be responsible in the performance of the Subgrantee's obligations under this Subgrant Agreement. This provision survives the expiration or termination of this agreement.

- F. Subgrantee has no right of subrogation or contribution from Grantee, the State of Utah, or DHHS for any judgment rendered against Subgrantee.
- G. In no event shall one Party be liable to the other(s) for consequential, special, incidental, indirect, exemplary, or punitive damages of any kind (including, but not limited to, loss of profits, loss of reputation, or loss of current or prospective business advantage, even where such losses are characterized as direct damages) arising out of or in any way related to the relationship or dealings between Grantee and Subgrantee, regardless of whether the claim under which damages are sought is based upon contract, tort, negligence (of any kind), willful misconduct, strict liability or otherwise, and regardless of whether the parties have been advised of the possibility of such damages at the time of contracting or otherwise.
- H. Subgrantee shall remain financially viable. If Grantee receives notice of any lien or IRS withholding against the Subgrantee's payments or bankruptcy, Grantee may immediately terminate the agreement. Subgrantee shall provide Grantee proof of financial viability upon request.
- I. In the event of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing party all reasonable costs and attorney fees related to such litigation.
- J. A determination that any provision of this Subgrant Agreement is illegal, or void will not affect the legality or enforceability of any other provision of this agreement.
- K. Standard of Care. Subgrantee shall perform in accordance with the standard of care exercised by members of its profession having substantial experience providing services of a similar type, magnitude, and complexity to the services required in this Subgrant Agreement. Subgrantee shall be liable to Grantee for claims, liabilities, additional burdens, penalties, damages, or third-party claims caused by acts, errors, or omissions that do not meet this standard of care.
- L. If either party does not enforce a provision of this Subgrant Agreement or waives its right to suit or damages in the case of breach of contract, it retains its right to enforce all provisions of this Subgrant Agreement.
- M. This Subgrant Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any and all other prior and contemporaneous agreements and understanding between the parties, whether oral or written.
- N. This Subgrant Agreement may be executed in duplicate originals, each of which shall be deemed an original. Email transmission of pdf-format signatures shall be considered original signatures and pdf-format scans of original documents shall be treated as original documents.

- O. Utah law governs this agreement. The parties shall submit to the jurisdiction of the courts of the State of Utah of any dispute arising out of this Subgrant Agreement or the breach thereof. Venue will be in Salt Lake City, in the Third District Court of Salt Lake County.

### SIGNATURES

Each party is signing this agreement on the date stated below that party's signature. Grantee and Subgrantee each represent that the person who has signed this agreement on its behalf has full legal authority to bind the respective party and to execute this agreement.

*jacques hadler*

[jacques hadler \(Oct 5, 2022 16:06 MDT\)](#)

\_\_\_\_\_  
Jacques Hadler, County Commission Chair  
Grand County Commission

Oct 5, 2022

Date

*Stan Rosenzweig*

[Stan Rosenzweig \(Oct 5, 2022 16:19 MDT\)](#)

\_\_\_\_\_  
Stan Rosenzweig, Acting Board Chair  
Family Support Centers of Utah

Oct 5, 2022

Date

*Margie Woodruff*

\_\_\_\_\_  
Margie Woodruff, Executive Director  
Family Support Centers of Utah

Oct 5, 2022

Date












# Grand County Subgrantee Agreement


Final Audit Report

2022-10-05

Created:	2022-10-05
By:	Margie Woodruff (mwoodruff@utahfamilies.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8IAx44oE_ZpYiRNbJe_Six2Gr6YBNiHm

## "Grand County Subgrantee Agreement" History

-  Document created by Margie Woodruff (mwoodruff@utahfamilies.org)  
2022-10-05 - 8:34:18 PM GMT- IP address: 66.85.17.230
-  Document emailed to commadmin@grandcountyutah.net for signature  
2022-10-05 - 8:49:11 PM GMT
-  Email viewed by commadmin@grandcountyutah.net  
2022-10-05 - 9:14:40 PM GMT- IP address: 107.122.173.131
-  Signer commadmin@grandcountyutah.net entered name at signing as jacques hadler  
2022-10-05 - 10:06:16 PM GMT- IP address: 74.213.205.4
-  Document e-signed by jacques hadler (commadmin@grandcountyutah.net)  
Signature Date: 2022-10-05 - 10:06:18 PM GMT - Time Source: server- IP address: 74.213.205.4
-  Document emailed to stanr@stanrosenzweig.com for signature  
2022-10-05 - 10:06:19 PM GMT
-  Email viewed by stanr@stanrosenzweig.com  
2022-10-05 - 10:18:35 PM GMT- IP address: 73.63.22.243
-  Signer stanr@stanrosenzweig.com entered name at signing as Stan Rosenzweig  
2022-10-05 - 10:19:03 PM GMT- IP address: 73.63.22.243
-  Document e-signed by Stan Rosenzweig (stanr@stanrosenzweig.com)  
Signature Date: 2022-10-05 - 10:19:05 PM GMT - Time Source: server- IP address: 73.63.22.243
-  Document emailed to Margie Woodruff (mwoodruff@utahfamilies.org) for signature  
2022-10-05 - 10:19:06 PM GMT
-  Email viewed by Margie Woodruff (mwoodruff@utahfamilies.org)  
2022-10-05 - 10:25:29 PM GMT- IP address: 66.85.17.230

 Document e-signed by Margie Woodruff (mwoodruff@utahfamilies.org)

Signature Date: 2022-10-05 - 10:25:41 PM GMT - Time Source: server- IP address: 66.85.17.230

 Agreement completed.

2022-10-05 - 10:25:41 PM GMT

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**10/18/2022**

<b>TITLE:</b>	Renewal of 400 E HWY 191 Billboard
<b>FISCAL IMPACT:</b>	\$12,000
<b>PRESENTER(S):</b>	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 billboard rental invoice and face lease contract with Venture Management LLC for a total of \$12,000.

**BACKGROUND**

This lease contract will run from October 1, 2022 through September 20, 2024 and places the responsibility of “artwork, sign face and any other related materials” on Grand County. Venture Management LLC agrees to provide “billboard space and illumination only.”

This billboard is strategically located at the intersection of 400 E and US Highway 191 South (near the south Maverick and Mountain America Credit Union). The future use of this billboard will aid Grand County’s promotion of responsible recreation and similar messages of respect and preservation.

Because of the billboard’s strategic location and the lack of other billboards within the general area, the Grand County Economic Development Department believes that the use of Venture Management LLC’s billboard meets the “sole source” criteria set out for vendors and contractors.

**ATTACHMENT(S):**

- 1 Billboard Rental Invoice & Contract

**Grand County Travel Council**

**125 E. Center St.**

**Moab UT, 84532**

**Billboard Rental Invoice**

10/01/2023

For North Space of Billboard located at Southeast corner of the intersection at 400 East and South Highway 191 Moab UT 84532

2<sup>st</sup> Year Invoice of (10/1/23 thru 9/30/24)

**Due \$12,000.00**

Please make check payable to:

**Venture Management LLC.**

**PO Box G**

**Moab UT, 84532**

Billboard Space / Face Lease Contract

10/1/2022

Lessor: Venture Management LLC

P.O. Box G Moab, Utah 84532

Lessee: Grand County Travel Council

125 E. Center St Moab, Utah 84532

The Billboard under the terms of this contract is located on the Southeast corner of the intersection at 400 East and South Hwy 191, Moab, Utah 84532.

This Contract is for the use of the North Space/Face of the existing Billboard structure. The North Face is readable by southbound traffic on Hwy 191.

Venture Management LLC, Lessors, agree to lease the above described Billboard Face to Grand County Utah, Lessee, under the following terms.

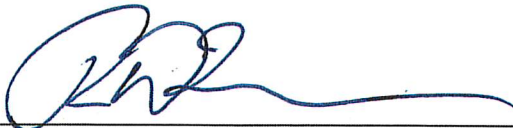
1. The term of this contract is for 24 months (2 years) beginning October 1<sup>st</sup>, 2022 and ending September 30<sup>th</sup>, 2024.
2. The yearly Rate for the use of this Billboard Face is twelve thousand dollars (\$12000.00). The 1<sup>st</sup> payment will be due by September 30<sup>th</sup>, 2022 and the 2<sup>nd</sup> payment due by September 30<sup>th</sup>, 2023.
3. Lessee will be responsible for construction of, painting or repainting needed in placement of sign face over the life of this lease.
4. The yearly lease payments and any related correspondence will be addressed to Venture Management LLC, P.O. Box G, Moab, UT 84532.
5. Lessor does not provide actual sign face. Artwork, sign face and any other related materials will be responsibility of Lessee. Lessor provides billboard space and illumination only.

By signing this contract, Grand County, Utah and its agents understand and agree to all of the terms and aspects included in this contract.

---

Agent for Grand County

DATE



10/7/22

Rex Tanner / Member Manager

DATE

Venture Management LLC