



GRAND COUNTY COMMISSION REGULAR MEETING

Held virtually on Zoom
Moab, Utah

See below for instructions to give public comment via Zoom

Dial: (669) 900 - 6833 Meeting ID: 867 1625 2356 # Password (if needed): 279317

Link: <https://us02web.zoom.us/j/86716252356?pwd=UDd0dDF0bTdjODQ5UmNoWjNjU1Vadz09>

WATCH ON YOUTUBE - search for: "GRAND COUNTY UTAH GOVERNMENT"
<https://www.youtube.com/c/GrandCountyUtahGovernment>

AGENDA

Tuesday, April 6, 2021

4:00 p.m.

- ☐ **Call to Order**
- ☐ **Citizens to Be Heard** (and again at approximately 6:00 pm)
We are receiving public comments by phone and online through Zoom.
Dial: (669) 900 - 6833 Meeting ID: 867 1625 2356 # Password (if needed): 279317
Link: <https://us02web.zoom.us/j/86716252356?pwd=UDd0dDF0bTdjODQ5UmNoWjNjU1Vadz09>
Please note that when joining the meeting, you will be placed in a waiting room and will be added to the meeting by the moderator. Your comments will be recorded and on YouTube.
(Unmute for public comment: *6)
- ☐ **Approval of Minutes** (Quinn Hall, Clerk/Auditor)
A. March 16, 2021 (Regular County Commission Meeting)
- ☐ **Ratification of Payment of Bills**
- ☐ **Commission Member Disclosures**
- ☐ **General Commission Reports and Future Considerations**
- ☐ **Elected Official Reports**
- ☐ **Commission Administrator Report**
- ☐ **Department Reports**
- ☐ **Agency Reports**
- ☐ **Presentations**
B. Presentation on Solid Waste Special Service District #1's (SWSSD) purchase of Monument Waste (Evan Tyrell, SWSSD District Manager)
- ☐ **General Business- Action Items- Discussion and Consideration of:**
C. Approving letter of support for Recreational Trails Program Full Funding Act (Clif Koontz, Ride with Respect Executive Director)
D. Approving Agreement with Armstrong Professional Services for Task Order M (Andy Solvig, Airport Director)
E. Approving tax exemption for Resiliency Hub "CommuniTea" garden (Quinn Hall, Clerk/Auditor)
F. Adopting Ordinance amending Ordinance No. 588 and Land Use Code Sections 6.5.3 (exempt signs) 6.5.4 (prohibited signs), 6.5.5(d) (permitted signs; illumination), and 10.2 (definitions) (Christina Sloan, County Attorney)
G. Adopting Resolution establishing Grand County's participation as an Anchor Community in the Community Renewable Energy Program and authorizing the Interlocal Agreement between participating public entities (Commissioner Stock)

- H. Approving volunteer re-appointment to the Grand County Transportation Special Service District Board (Commissioner Walker)
- I. Approving Outdoor Recreation Sponsor Agreement for the 2021 Summit (Elaine Gizler, Moab Area Travel Council Director)
- J. Approving amendment to 2021 assignments of County Commission Representatives / Liaisons to District and County Boards, Commissions and Committees and other agencies (Commissioner Woytek)
- K. Approving Parriott's Garage Performance Auto Show 2021 Special Event Permit (Angela Book, Old Spanish Trail Arena Director and Elaine Gizler, Moab Area Travel Council Director)
- L. Adopting Resolution approving Grand County's opposition to US-191 Bypass alignments and requesting that Utah Department of Transportation (UDOT) remove the project from UDOT 2021 Southeastern Utah Regional Transportation Plan project list (Commissioner Stock and Commissioner Walker)
- M. Approving contracts with Qualtrics and Adara for Travel Council Research, Site Impact, and Ecotourism Data at a cost to the Travel Council of \$62,750 (Elaine Gizler, Travel Council Director)
- N. Approving suspension of Initial Grade and Step Assignment policy to increase negotiation power within Grade 18 for the Planning and Zoning Director (Renee Baker, Personnel Services Director and Commissioner Walker)
- **Consent Agenda- Action Items**
 - O. Ratifying Chair's signature on Airport Coronavirus Response Grant Program (ACRGP) grant agreement for Canyonlands Regional Airport
 - P. Approving Independent Contractor Agreement for drive through gate operator upgrade at Canyonlands Regional Airport
 - Q. Pre-approving Enterprise lease schedule for Sand Flats Recreation vehicles
 - R. Approving contract with the State of Utah Administrative Office of the Courts for Grand County for Bailiff and Security Services for July 1, 2021 through June 30, 2022
 - S. Approving contract with the Bureau of Land Management (BLM) for law enforcement services through the Grand County Sheriff's Office on BLM administered lands in the county
 - T. Approving the Visa Destination Insights Service Subscription Agreement for the Moab Area Travel Council
 - U. Approving Letter of Support and Grant Signature Authorization for the Non-Motorized Recreational Trails Program (RTP) grant (Madeline Logowitz, Active Transportation and Trails Director)
- **Discussion Items**
 - V. Calendar items and special events (Mallory Nassau, Associate Commission Administrator)
- **Public Hearings- Possible Action Items**
 - W. Public Hearing to receive public comment on the issuance of Bonds and the financing and refinancing of improvements for the Moab Regional Hospital expansion project (Chris Baird, Commission Administrator)
 - X. Public Hearing to receive public comment on amendments to the Land Use Code (LUC) Sections 3.1 (Use Table), 3.2.3 (Commercial Use Standards), 3.4.9.H (Vehicle Sales and Service), and 10.2 (Definitions) (Christina Sloan, County Attorney)
 - Y. Public Hearing to receive public comment on repealing Title 11 (Noise) of the Grand County General Ordinances and related Ordinance No. 602, and adopting a new Title 11 (Noise Pollution) (Christina Sloan, County Attorney)

- ❑ **General Business- Action Items- Discussion and Consideration of:**
 - Z. Repealing Title 5 (Business Licenses and Regulations) of the Grand County General Ordinances and related Ordinance No. 629 and adopting new Title 5 (Business Licenses) in conjunction with the proposed amendments to the Land Use Code (Christina Sloan, County Attorney)
- ❑ **Closed Session(s)** (if necessary)
 - AA. Closed session to discuss pending or reasonably imminent litigation
- ❑ **Adjourn**

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS. In compliance with the Americans with Disabilities Act, individuals with special needs requests wishing to attend County Commission meetings are encouraged to contact the County two (2) business days in advance of these events. Specific accommodations necessary to allow participation of disabled persons will be provided to the maximum extent possible. T.D.D. (Telecommunication Device for the Deaf) calls can be answered at: (435) 259-1346. Individuals with speech and/or hearing impairments may also call the Relay Utah by dialing 711. Spanish Relay Utah: 1 (888) 346-3162

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

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

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



GRAND COUNTY COMMISSION REGULAR MEETING

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

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

MINUTES 16 MAR, 2021

The Grand County Commission met in a regular meeting on 16 March, 2021. The meeting was streamed/attended electronically. It was also broadcast and saved on YouTube. Commissioners in attendance were Evan Clapper, Jacques Hadler, Mary McGann, Sarah Stock, Kevin Walker, and Gabriel Woytek. Also present were County Commission Administrator Chris Baird, County Commission Associate Administrator Mallory Nassau, County Attorney Christina Sloan, and Clerk/Auditor Quinn Hall. Commissioner Trish Hedin arrived at 4:00 pm.

Call to Order

Chair McGann called the meeting to order at 2:01 pm.

2:00 p.m. Workshop on noise pollution reduction efforts and planning.

Discussion Items:

- A. Discussion on Land Use Code update to integrate regulations for ATV rental, outfitter, and guide service businesses (Christina Sloan, County Attorney)

Christina noted the necessary updates to the Land Use Code (LUC) and discussed the proposed timeline. Christina described different classifications of businesses, including rental and tour companies. Christina explained proposed changes to Title 5 – Business Licenses in Grand County. The changes proposed offer some clarifications and changes to businesses operating ATV rentals. Christina discussed sound pressure levels (SPL) and proposed decibel db(A) levels and limits.

Evan asked about the different types of business and licenses. Christina discussed the difference between general business licenses and licenses for vehicle rentals. Evan asked about different types of outfitters and different ATV uses. Christina noted the importance of knowing if businesses are using ATV's as a business and not just renting them.

Kevin asked about separating sales and actual rental use of ATV's, suggesting ATV sales be treated similarly to vehicle sales.

Jacques noted the potential to encourage local businesses to sell quieter machines.

Christina discussed the new enforcement officer that will be funded by the Bureau of Land Management (BLM).

Mary noted a desire to encourage quieter machines.

Evan suggested hesitation to regulate sales of new vehicles.

Kevin and Jacques suggested allowing ATV sales in the same zones as auto sales. Christina discussed different zoning and allowed uses.

Christina discussed the difference between office space and storage locations of ATV's.

Kevin suggested that the resort special zoning is not appropriate for ATV rentals.

Evan asked about resort special zoning and allowed uses. Kevin and Christina discussed the allowed uses and different zoning.

B. Title 5 (Business Licenses) update to integrate regulations for ATV Businesses (Christina Sloan, County Attorney)

Christina discussed new regulations regarding license numbers and identification of ATV's. Evan asked about selling a business and Christina noted that a new license would need to be created, but that transfers could be worked out as a part of due diligence before a sale.

Kevin asked about continuing businesses, and the conditions for continuing or not continuing a business license. Christina discussed compatibility and conditional use permits.

Jacques noted that this has the potential to increase the value of existing permits.

Christina discussed alternatives like trailering and noise reduction.

Kevin and Jacques discussed potential incentives to increase trailering of ATV's to trailheads. Christina discussed the lack of space for trailer parking.

Kevin discussed different noise level and testing methods.

Gabriel suggested support for general noise ordinances vs specific ATV noise regulations.

Mary noted support for a lower noise level and trailering for louder vehicles.

Sarah suggested support for lower noise levels, and agreed with Kevin and Mary.

Evan suggested dropping a max fleet size.

Sarah suggested fleet size is a major issue.

Kevin suggested any vehicle that's on a trailer is compliant, and in that regard fleet size shouldn't be an issue.

Christina discussed future meetings to discuss issues further.

C. Presentation and discussion on noise ordinances and consultation services (Les Blomberg, Noise Pollution Clearinghouse Executive Director and Commissioner Walker)

Christina discussed the noise, noting State law calls out "excessive or unusual noise." Christina discussed different types of noise testing methods and stationary vs pass by testing. Christina discussed the other noise ordinance changes and sections.

Kevin introduced noise consultant Les Blomberg, and discussed potential tools for controlling noise pollution. Les discussed the criteria for good regulatory tools, noting they should be comprehensive, easy to use, and inexpensive. Les noted that addressing motor vehicle noise can be done through equipment requirements, testing and measuring, and legislating use hours. Les described the advantages and disadvantages for each mitigation method, offering an overview of regulation options open to the county.

Kevin asked about actual enforcement and the ability of the County to reliably enforce any laws. Les noted the 20" test and pass by tests are fairly standard. Les discussed background noise and challenges to testing. Christina commented about distinguishing between background and vehicle noise, noting the pass by test may be easier, but the stationary test is perhaps more reliable. Les described some differences between 20" and pass by tests, and the difficulty of ascertaining the noise of a single vehicle in a line of vehicles.

Kevin asked about the different types of sound level meters and Christina described some different sound level meters. Les noted meters should meet certain standards. Christina noted the County has ordered sound level meters to use for enforcement. Christina and Kevin discussed the practicality of different tests and enforcement.

Christina suggested a 92 db(A) level for the ordinance, noting this could be a first step and could potentially be altered later. Christina noted there is no federal noise standard for ATV's. Kevin noted that in actual measuring even 92 db(A) is much louder than typical passenger vehicles.

Les discussed the difference and/or correlation between the 20" and 25' or 50' test, noting they don't correlate well, as measurements from further away often capture or measure ambient noise.

Christina asked about the difference between 92 db(A) at 20" and 60 db(A) at 25'.

Les asked about the measurements that have already been made, and if the measurements have been taken with appropriate equipment. Christina noted that moving forward we can change the levels if needed.

Mary suggested support for any legislation that could potentially make the community quieter.

Kevin noted the progress and support for the ordinance. Christina discussed noise enforcement at the City level.

- D. Title 11 (Noise Pollution) update to integrate maximum sounds pressure levels for motor vehicles and refine noise regulations in land use zones (Christina Sloan, County Attorney)

Chair McGann suggested a recess for 10 minutes.

4:02 p.m. Thompson Springs Special Service Fire District Board Meeting (see separate agenda)

4:09 p.m.

Call to Order

Chair McGann called the meeting to order at 4:09 pm.

Chair McGann offered some comments regarding noise in town and discussed the difficulty of enforcing a noise ordinance. Chair McGann apologized for perceived negative comments about ATV use. Chair McGann welcomed and offered thanks to all users who respect both the community and backcountry. Chair McGann

noted there are many polite and respectful ATV users whose reputations are damaged by inconsiderate users.

Citizens to Be Heard

Liz Thomas commented about the workshop and offered kudos for making progress on a noise ordinance. Liz expressed support for the ordinance regarding noise and business licensing.

Reed Pendleton offered support for continued discussions about the potential bypass. Reed noted the town is only going to get busier and traffic will get worse and worse. Reed disagreed that overnight accommodations should be held in any way liable for the behavior of ATV users. Reed noted that some ATV's can be too loud. Reed commented that he'd like to be able to have ATV rentals north of town in the resort special zone. Reed supports allowing business in the area. Reed commented about the noise of the trucks going through town. Suggested a broad look at the noise issue.

Anthony suggested that north of town there could be a trailhead that climbs from the river and connects to Hell's Revenge. Anthony suggested that a new trail could relieve some ATV pressures in the area. Anthony suggested there are ATV's breaking laws on a regular basis. Anthony expressed support for taking all ATV's off the road.

Jennifer Johnson commented that the process has been uncomfortable for outfitters. Jennifer noted as outfitters they're not racing up and down Sand Flats road. Jennifer suggested the County regulate businesses the same as the State does. Jennifer suggested that outfitters are likely good stewards of the outdoors.

Approval of Minutes (Quinn Hall, Clerk/Auditor)

E. March 2, 2021 (Regular County Commission Meeting)

F. March 10, 2021 (Special Meeting)

Motion by Sarah Stock to approve the minutes from March 2nd 2021 and March 10th 2021.

Motion seconded by Kevin Walker

Discussion (none at this time)

Motion passes 7-0

Ratification of Payment of Bills

Motion by Kevin Walker to pay bills in the amount of \$539,084.97 and payroll in the amount of \$235,500.41 for a combined total of \$774,585.38.

Motion seconded by Jacques Hadler

Discussion (none at this time)

Motion passes 7-0

Commission Member Disclosures (none at this time)

General Commission Reports and Future Considerations

Jacques Hadler

- Met with Motorized Trail Committee about ebikes
- Met with Trail Mix
- Met at Old Spanish Trail Arena (dog park)
- Met with Motorized Trail Committee
- Met with group about Colorado River Trail completion
- Met with Historical Society
- Met with Chamber of Commerce

Sarah Stock

- Mosquito abatement is hiring a director
- Moab area watershed partnership meeting coming up
- Meetings about 100 communities group
- Attended Utah Division of Natural Resources (DNR) and Forestry, Fire, and State Lands (FFSL) about process for resource management plan

Evan Clapper

- Met with Sand Flats Stewardship committee – new camping and picnic areas
- Sand Flats volunteer day
- Met with Emergency Management Systems (EMS) special service district
- Met with group with federal funds for projects

Trish Hedin

- Met with Grand Water and Sewer District
- Met with Planning Commission
- Met with Grand Conservation District
- Met with Homeless Coordinating Committee – 28 homeless in the area
- Met with Thompson Spring group – working with Monument Waste for cleanup
- Met with Historical Preservation Commission

Gabriel Woytek

- Attended Association of Governments (AOG) workshop in Green River – at the River Museum
- Will meet with Economic Advisory Board this week
- Met with Trish to discuss funding re Thompson Springs
- Met with Canyonlands Healthcare Special Service District

Kevin Walker

- Participated in a listening session about the monuments
- Call with Mike Duncan from Moab City and Mack McDonald of San Juan County about planning in Spanish Valley
- Worked on noise issues
- Roads Special Service District meeting
- Some discussion with Dark Night Skies group

Mary McGann

- Met with MillCreek collaboration
- Sent a letter of support to Utah Department of Transportation (UDOT) for a stop at Powerhouse Lane
- Met with Housing Authority – Walnut Lane moving forward
- Met with Ryan Levitt and Jim Barker about getting federal funds for projects
- Met with Sean Reddish with Rally on the Rocks

- Met with Bureau of Land Management (BLM)
- Transient Room Tax from private campgrounds is increasing
- Travel Council is working on bylaws

Elected Official Reports

Quinn noted the tax sale date has been set for May 27, but that properties will likely be redeemed prior to the sale taking place.

Commission Administrator Report

Chris Baird discussed the Utahaptor State Park. They'll postpone the campground at Dalton Wells and incorporate it into the State Park, which should be open by spring 2022. Another COVID relief grant for the airport is a possibility. This could potentially eliminate the County's financial obligation to the airport for the year. The County may also receive more federal funding. Chris shared some revenue numbers from 2020.

Department Reports (none at this time)

Presentations

- G. Presentation on Recreation Opportunity Spectrum (ROS) classes regarding the Manti-La Sal National Forest draft plan and zoning management for non-motorized and motorized recreation (Brian Murdock, Manti-La Sal National Forest Recreation/Wilderness Program Manager)

Brian Murdock discussed the Recreation Opportunity Spectrum (ROS). Autumn Ela shared a presentation about different types of outdoor activities. Michael Englehart discussed different types of recreation and access available in the Manti-La Sal forest in Grand County. Michael discussed different forest zoning, desired visitor experiences and the connection between the two. Brian discussed the planning methods and how the ROS informs planning decisions. Michael shared some acreages of different areas/zones within the new plan. Autumn shared some maps demonstrating the differences in the planned zones.

Kevin asked about future planning, and Brian answered regarding future plans and the desire of partners to increase or decrease different road areas and primitive areas. Brian noted there may be primitive areas added later in the process.

Kevin commented that as the number of visitors increases, the impact on Forest Service roads will increase as well, and suggested that be taken into consideration in future planning. Brain noted the intent of planning for the future, noting the longevity of Forest Plans.

Kevin asked about the scoping and comment period. Autumn demonstrated the opportunity to comment on the website, noting formal comments should be accepted later in the year. Brain noted they're also looking at a winter ROS as well.

- H. Presentation and discussion on the Community Renewable Energy Program (Christopher Thomas, Department of Sustainability Senior Energy & Climate Program Manager)

Christopher discussed the Community Renewable Energy Program, sharing some background and updates with recent developments. Christopher discussed program eligibility and the interlocal agreements. If Grand County wants to participate they could join the interlocal agreements. The cost sharing is split among participating communities based on population and electric use load. Participating communities can choose

to be an anchor community, but anchor communities bear more costs. Eventually customers in participating communities are delivered more renewable energy.

Trish asked about the payment program - it's split over 2 years – or \$5500/yr. Pricing for renewable energy potentially costs less than existing infrastructure. Customer pricing is made complicated by pricing vs benefits to the customer. Final pricing will be negotiated with Rocky Mountain Power.

Sarah commented that the cost seems small spread over 2 years and expressed support for the potential of renewable energy. Sarah agreed that cost to the final consumer is a priority.

Sarah noted that Grand County had at one time passed a resolution to participate.

Evan noted support for the original commitment and the follow through. Jacques noted support. Kevin offered his support for the program. Gabriel noted support. Trish noted some concern about long-term costs, but ultimately noted support. Mary noted support as well.

Citizens to Be Heard (none at this time)

General Business- Action Items- Discussion and Consideration of:

- I. Approving letter of support for Recreational Trails Program Full Funding Act (Clif Koontz, Ride with Respect Executive Director)

Presentation

Chris described the grant program, noting we've used it in the past for non-motorized projects. This could help Clif with the motorized trails program. Kevin suggested getting more information before voting. Trish agreed.

Motion by Kevin Walker to postpone item "I" until a later date.

Motion seconded by Trish Hedin

Discussion (none at this time)

Motion to postpone passes 7-0

- J. Approving amendment to Scenic View Inn Development Agreement (Chris Baird, Commission Administrator and Christina Sloan, County Attorney)

Presentation

Chris discussed the agreement noting Scenic View has to build affordable housing units or pay a fee. They have 2 units constructed. Scenic View could get a surety bond and build more units after the certificate of occupancy is issued or forfeit the bond. Chris noted the fee in lieu of building the units is more than building the units.

Motion by Kevin Walker to approve the amended development agreement for the Scenic View Inn.

Motion seconded by Jacques Hadler

Discussion (none at this time)

Motion passes 7-0

K. Approving budget appropriation for Thompson Springs clean-up efforts (Commissioner Hedin)

Presentation

Trish discussed the Thompson Springs clean-up effort, noting the need for assistance in reducing the fire fuel load in the area. The zoning needs to be fixed in Thompson as well.

Motion by Trish Hedin to approve the expenditure of up to \$7,500 from the Commission's discretionary fund for the purposes of Thompson Springs clean-up efforts.

Motion seconded by Jacques Hadler

Discussion

Gabriel noted support and suggested this would be good for Thompson Springs.

Motion passes 7-0

L. Approving letter to Bureau of Land Management requesting mitigation of crowding on local trails (Commissioner Walker)

Presentation

Kevin discussed the crowding issue and support to the BLM crowd mitigation.

Christina noted that this may be better suited to be dealt with at the federal level, and suggested prioritizing the list.

Kevin noted increased pressure on adjacent areas if access to another area is mitigated or decreased. Kevin suggested not prioritizing.

Trish asked for a recap of the meeting with the BLM.

Kevin offered some background – noting the discussion surrounding crowding and noise issues.

Evan suggested a prioritized list.

Christina noted the county should prioritize our desires so the BLM has some direction.

Kevin suggested no firm list, but that the BLM could go for the easiest areas to control crowds first.

Motion by Kevin Walker to approve the letter to the Bureau of Land Management requesting mitigation of crowding on local trails.

Motion seconded by Evan Clapper

Discussion (none at this time)

Motion passes 6-1 Hedin opposed

M. Approving letter to Governor Cox requesting amendment to HB 297 (Commissioner Stock)

Presentation

Sarah Stock discussed the issues surrounding HB 297 and the Colorado River Water Authority. Sarah suggested the County support the Northern Ute Tribe on this issue.

Chair McGann noted public concern about the lack of transparency with the River Authority.

Evan agreed about the lack of transparency and noted that Grand County, one the banks of the Colorado, should be better represented in the Water Authority.

Christina suggested that supporting Northern Ute Tribe is always a good idea, but that this may not be the appropriate method. Christina noted the benefit to using Utah Association of Counties (UAC) to move forward on issues like this.

Kevin suggested furthering the relationship with the Northern Ute Tribe is an important step.

Mary noted that taking a stand is sometimes necessary – even if it may not be politically expedient.

Trish suggested support, but maybe more support if other counties would join with us.

Evan wondered about including San Juan County.

Motion by Gabriel Woytek to approve the letter to Governor Cox requesting an amendment to HB 297.

Motion seconded by Kevin Walker

Discussion (none at this time)

Motion passes 4-3 Clapper, Hedin, Hadler opposed

- N. Approving Grand County's formal position regarding the 191 bypass feasibility (Chris Baird, Commission Administrator and Commissioner Clapper)

Presentation

Chris discussed the hotspot funding and discussion about bypass feasibility discussions. Chris noted the need to update the transportation plan, and the technical planning assistance agreement.

Sarah suggested that the County take a potential bypass out of any future studies.

Trish suggested support to remove the bypass from future planning. Kevin noted the bypass has been studied extensively and is not popular.

Mary suggested removing the bypass from the plan.

Kevin noted the city is working on a resolution and the County should wait until the City decides.

Motion by Kevin Walker to establish a position that the Grand County Commission does not support continued feasibility studies concerning the Highway 191 bypass and to repurpose the \$30,000 bypass budget for transportation-related studies and public engagement, including (but not limited to) options for creating pedestrian-friendly spaces near main street.

Motion seconded by Trish Hedin

Discussion

Evan suggested that spending money creating pedestrian opportunities downtown is perhaps not the role of the County. Gabriel noted the public clamor surrounding the project, and the funding set aside for public outreach. Gabriel suggested a public engagement process would be helpful.

Sarah suggested waiting to roll out public engagement until other options are exhausted.

Kevin suggested that Grand County and Moab City don't have ultimate control over the projects; UDOT has a role there as well.

Sarah suggested including language defining the Commission's position in the resolution.

Evan commented he'd be more comfortable keeping the resolution a little more nebulous at this point.

Motion passes 6-1 Clapper opposed

- O. Adopting Resolution supporting the completion of the Colorado River Pathway (Chair McGann)

Presentation

Mary suggested showing community support for finishing the Colorado River Pathway. Chris noted the number of bikers using the road right now, and the path needs to be finished. Chris noted the County could pull the grant request together fairly quick.

Motion by Jacques Hadler to approve the resolution supporting the funding and construction of the Colorado River Pathway.

Motion seconded by Sarah Stock

Discussion (none at this time)

Motion passes 7-0

Consent Agenda- Action Items

- P. Ratifying the Chair's signature Grant Agreement with the City of Moab for the Foundation Center
- Q. Ratifying the Chair's signature on letter of support for Moab Town Ramp Rivers, Trails, & Conservation Assistance Grant application
- R. Approving Ken's Lake irrigation water transfer agreement with the Grand County Cemetery District for Old Spanish Trail Arena
- S. Ratifying the Chair's signature on letter of support to the Utah Department of Transportation for Salt Lake Express's application to provide bus services between Blanding and Salt Lake City

Presentation

Motion by Kevin Walker to adopt the consent agenda as presented.

Motion seconded by Jacques Hadler

Discussion (none at this time)

Motion passes 7-0

Discussion Items

T. Discussion on the Grand County organizational structure (Chris Baird, Commission Administrator)

Chris discussed the organization of the County, noting partial reorganization late last year but no formal finalization. There's a budget for an organizational study to be completed, and reorganization would help the County function better.

Evan asked about bringing on a department head and a division head. Chris suggested that a department head serve as the division head for the time being. Evan suggested that perhaps the best time to hire for that position is now rather than later. Chris noted the financial burden of increasing the budget that much at this point. Evan suggested perhaps filling the upper position first and then the lower position, then worrying about the middle position later.

Kevin suggested general support for better coordination between departments in a possible planning division, and noted the value of putting effort into increasing coordination between offices.

Chris noted the potential need for more staff power – and the potential for a staff engineer position sometime in the future, but noted the increased financial burden to the County.

U. Calendar items and special events (Mallory Nassau, Associate Commission Administrator)

Mallory noted upcoming public hearings, suggesting a possible public hearing for the noise ordinance. General consensus. Special event calendar updates. Mallory urged everyone to take the public and open meetings act training.

Public Hearings- Possible Action Items

V. Public hearing to solicit input on proposed ordinance amending Ordinance No. 588 and Land Use Code Sections 6.5.3 (exempt signs) 6.5.4 (prohibited signs), 6.5.5(d) (permitted signs; illumination), and 10.2 (definitions) (Christina Sloan, County Attorney)

Christina discussed the amendment to the sign ordinance noting we should have express language in our code. Planning commission recommended support.

Mary opened the public hearing to solicit input on the proposed ordinance.

The public comment period for written comments will remain open until 24 March at 5:00 pm.

Closed Session(s) (if necessary)

Adjourn

Chair McGann adjourned the meeting at 7:43 pm.

GRAND COUNTY BILLS TO BE APPROVED

04/06/2021

111229-111283	A/P Checks	3/12/2021	\$244,434.17
111284-111307	A/P Checks	3/19/2021	\$870,759.30
111308-111365	A/P Checks	3/26/2021	\$232,841.60
111366-111411	A/P Checks	4/2/2021	\$1,002,618.46
33515-33520	Payroll Transmittals	3/21/2021	\$1,557.85
4221101-4221102	Payroll Transmittals	3/21/2021	\$158,998.73

TOTAL BILLS **\$2,511,210.11**

32621101-32621298	03/08/2021-03/21/2021	3/26/2021	\$245,818.51
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TOTAL PAYROLL **\$245,818.51**

TOTAL BILLS & PAYROLL **\$2,757,028.62**

111230	ARMSTRONG CONSULTANTS, INC	\$11,123.00	AIRPORT PROJECT
111276	UTAH LOCAL GOV. TRUST	\$12,306.99	GC WORKMANS COMP PREMIUMS
111277	UTAH STATE DIV OF FINANCE	\$160,633.17	LOAN PAYMENT FOR LOAN #1004 LIBRARY
111278	UTAH STATE TREASURER	\$14,655.96	VARIES STATE COURT FEES
111292	LEGRAND JOHNSON CONST.	\$837,575.09	RETAINER ON AIRPORT PROJECT
111336	GRAND COUNTY SOLID WASTE	\$75,000.00	TRT CONTRIBUTION 1ST QRT 2021
111363	WAGNER EQUIPMENT	\$100,944.89	ENGINE REPLACEMENT OF ROAD EQUIPMENT
111366	ARMSTRONG CONSULTANTS, INC	\$20,032.50	AIRPORT PROJECT
111371	CHASE	\$195,695.70	GC BUILDING LOAN
111381	GRAND COUNTY RECREATION SPEC.S	\$65,000.00	ESTABLISHING & PROMOTING YOUTH RECREATION
111383	HOGAN & ASSOCIATES CONSTR.	\$476,072.55	EMS BUILDING/CHECK IS BEING HELD UNTIL FUND ARE DEPOSITED INTO PTIF
111387	JONES & DEMILLE ENGINEERING	\$181,582.09	EMS BUILDING/CHECK IS BEING HELD UNTIL FUND ARE DEPOSITED INTO PTIF
111397	RELADYNE WEST, LLC	\$17,010.04	BULK FUEL
111409	VISA-ZIONS BANK	\$12,439.54	GC CREDIT CARD PAYMENTS

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor.Last Check Number = 111229-111283

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
ANGEL WATCH STORAGE							
111229	36216	ANGEL WATCH STORAGE	MARCH 2021	SHERIFF/CASE 1808538	120.00	120.00	03/12/2021
Total ANGEL WATCH STORAGE:					120.00	120.00	
ARMSTRONG CONSULTANTS, INC.							
111230	10855	ARMSTRONG CONSULTANTS, I	21-208611-01	AIP # 3-49-0020-034-2020	11,123.00	11,123.00	03/12/2021
Total ARMSTRONG CONSULTANTS, INC.:					11,123.00	11,123.00	
AT & T MOBILITY							
111231	36370	AT & T MOBILITY	282794875609	EMERGANCY MANAGEMENT	40.04	40.04	03/12/2021
Total AT & T MOBILITY:					40.04	40.04	
ATCO INTERNATIONAL							
111232	10975	ATCO INTERNATIONAL	10573154	MAINTENANCE	125.00	125.00	03/12/2021
111232	10975	ATCO INTERNATIONAL	10573097	LIBRARY	217.50	217.50	03/12/2021
Total ATCO INTERNATIONAL:					342.50	342.50	
BAKER & TAYLOR							
111233	32963	BAKER & TAYLOR	H54029710	LIBRARY	22.49	22.49	03/12/2021
111233	32963	BAKER & TAYLOR	H54386710	LIBRARY	21.73	21.73	03/12/2021
111233	32963	BAKER & TAYLOR	H54327050	LIBRARY	170.89	170.89	03/12/2021
111233	32963	BAKER & TAYLOR	H53731820	LIBRARY	25.46	25.46	03/12/2021
111233	32963	BAKER & TAYLOR	H53827780	LIBRARY	125.83	125.83	03/12/2021
111233	32963	BAKER & TAYLOR	H54367450	LIBRARY	44.94	44.94	03/12/2021
Total BAKER & TAYLOR:					411.34	411.34	
BERNTSEN INTERNATIONAL, INC							
111234	35727	BERNTSEN INTERNATIONAL, IN	222437	SANDFLATS	775.38	775.38	03/12/2021
Total BERNTSEN INTERNATIONAL, INC:					775.38	775.38	
BOOST HR & RECRUITING SERVICES, INC							
111235	36722	BOOST HR & RECRUITING SER	1156	HR CONSULTING SERVICE	649.00	649.00	03/12/2021
Total BOOST HR & RECRUITING SERVICES, INC:					649.00	649.00	
BURNINGHAM, KORTNIE							
111236	36723	BURNINGHAM, KORTNIE	2393	REFUND CASE #195001178	19.00	19.00	03/12/2021
Total BURNINGHAM, KORTNIE:					19.00	19.00	
CANYONLANDS ADVERTISING							
111237	12505	CANYONLANDS ADVERTISING	17205	SHERIFF	11.94	11.94	03/12/2021
111237	12505	CANYONLANDS ADVERTISING	35210	SANDFLATS/NO SHOOTING SIG	24.50	24.50	03/12/2021
111237	12505	CANYONLANDS ADVERTISING	35202	AIRPORT	5.00	5.00	03/12/2021
111237	12505	CANYONLANDS ADVERTISING	17129	MMAD EXPENSE	36.51	36.51	03/12/2021
111237	12505	CANYONLANDS ADVERTISING	35226	SEARCH & RESCUE	300.00	300.00	03/12/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
111237	12505	CANYONLANDS ADVERTISING	17185	SHERIFF	13.49	13.49	03/12/2021
111237	12505	CANYONLANDS ADVERTISING	35212	CJC	33.00	33.00	03/12/2021
111237	12505	CANYONLANDS ADVERTISING	35213	CJC	33.00	33.00	03/12/2021
111237	12505	CANYONLANDS ADVERTISING	17268	MMAD EXPENSE	10.95	10.95	03/12/2021
111237	12505	CANYONLANDS ADVERTISING	35146	SANDFLATS/DAY USE HANG TA	1,725.00	1,725.00	03/12/2021
111237	12505	CANYONLANDS ADVERTISING	35220	JUSTICE COURT	9.98	9.98	03/12/2021
111237	12505	CANYONLANDS ADVERTISING	17107	PLANNING & ZONING	11.15	11.15	03/12/2021
111237	12505	CANYONLANDS ADVERTISING	MH2102025	OSTA	25.00	25.00	03/12/2021
111237	12505	CANYONLANDS ADVERTISING	35171	SANDFLATS/KIOSK POSTERS	105.00	105.00	03/12/2021
111237	12505	CANYONLANDS ADVERTISING	17139	MAINTENANCE	14.33	14.33	03/12/2021
111237	12505	CANYONLANDS ADVERTISING	35168	RECORDER	622.95	622.95	03/12/2021
111237	12505	CANYONLANDS ADVERTISING	35196	library	45.00	45.00	03/12/2021
111237	12505	CANYONLANDS ADVERTISING	17442	SHERIFF	10.49	10.49	03/12/2021
111237	12505	CANYONLANDS ADVERTISING	35172	JUSTICE COURT	182.00	182.00	03/12/2021
Total CANYONLANDS ADVERTISING:					3,219.29	3,219.29	
CANYONLANDS AUTO							
111238	12515	CANYONLANDS AUTO	591588	CEMETERY	22.05	22.05	03/12/2021
111238	12515	CANYONLANDS AUTO	590576	ROAD	2.58	2.58	03/12/2021
111238	12515	CANYONLANDS AUTO	591134	ROAD	637.18	637.18	03/12/2021
111238	12515	CANYONLANDS AUTO	590208	MAINT	16.60	16.60	03/12/2021
111238	12515	CANYONLANDS AUTO	591091	ROAD	65.99	65.99	03/12/2021
111238	12515	CANYONLANDS AUTO	591211	ROAD	22.19	22.19	03/12/2021
111238	12515	CANYONLANDS AUTO	590862	CEMETERY	18.99	18.99	03/12/2021
111238	12515	CANYONLANDS AUTO	590297	ROAD	105.72	105.72	03/12/2021
111238	12515	CANYONLANDS AUTO	591103	ROAD	35.88	35.88	03/12/2021
111238	12515	CANYONLANDS AUTO	591372	ROAD	107.98	107.98	03/12/2021
111238	12515	CANYONLANDS AUTO	591372	sheriff	164.02	164.02	03/12/2021
111238	12515	CANYONLANDS AUTO	591041	ROAD	22.91	22.91	03/12/2021
111238	12515	CANYONLANDS AUTO	590118	ROAD	6.48	6.48	03/12/2021
111238	12515	CANYONLANDS AUTO	591716	ROAD	10.17	10.17	03/12/2021
111238	12515	CANYONLANDS AUTO	590110	ROAD	25.46	25.46	03/12/2021
111238	12515	CANYONLANDS AUTO	590692	MAINT	33.08	33.08	03/12/2021
111238	12515	CANYONLANDS AUTO	591210	ROAD	51.98	51.98	03/12/2021
111238	12515	CANYONLANDS AUTO	591670	ROAD	32.66	32.66	03/12/2021
Total CANYONLANDS AUTO:					1,381.92	1,381.92	
CDW GOVERNMENT INC.							
111239	12830	CDW GOVERNMENT INC.	8486637	PLANNING & ZONING	75.24	75.24	03/12/2021
Total CDW GOVERNMENT INC.:					75.24	75.24	
COLLABORATIVE SUMMER LIBRARY PROGRAM							
111240	36721	COLLABORATIVE SUMMER LIB	13947	LIBRARY	174.11	174.11	03/12/2021
Total COLLABORATIVE SUMMER LIBRARY PROGRAM:					174.11	174.11	
DENCO SECURITY							
111241	30521	DENCO SECURITY	149400	LIBRARY	22.95	22.95	03/12/2021
111241	30521	DENCO SECURITY	149401	STAR HALL SECURITY	24.95	24.95	03/12/2021
111241	30521	DENCO SECURITY	149386	GRAND CENTER	22.95	22.95	03/12/2021
Total DENCO SECURITY:					70.85	70.85	
DESERT WEST OFFICE SUPPLY							
111242	14375	DESERT WEST OFFICE SUPPLY	234778	jail	54.97	54.97	03/12/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
111242	14375	DESERT WEST OFFICE SUPPLY	234800	attorney supplies	27.53	27.53	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	234929	SAR	37.08	37.08	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	234998	TRAVEL COUNCIL	236.99	236.99	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235079	SHERIFF	81.11	81.11	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235276	cjc	38.65	38.65	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235467	FAMILY SUPPORT	61.92	61.92	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235547	jail	31.02	31.02	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235160	cjc	12.23	12.23	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	234791	attorney supplies	1.98	1.98	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	234824	OSTA	12.29	12.29	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235054	cjc	9.17	9.17	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235095	AIRPORT	3.56	3.56	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235278	jail	20.12	20.12	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235455	SHERIFF	76.96	76.96	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235207	Recorder	17.00	17.00	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235404	cjc	6.99	6.99	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235456	DISPATCH	228.78	228.78	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235505	GRAND CENTER	8.99	8.99	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235047	jail	106.56	106.56	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	234764	OSTA	149.00	149.00	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235504	GRAND CENTER	135.41	135.41	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	234989	cjc	5.13	5.13	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	234783	Recorder	12.35	12.35	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	234823	OSTA	50.42	50.42	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235020	jail	139.98	139.98	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235090	MAINT	18.99	18.99	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	234839	OSTA	20.38	20.38	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	234979	TRAVEL COUNCIL	116.34	116.34	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235095	AIRPORT	18.00	18.00	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235279	BUILDING INSP	4.42	4.42	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235342	jail	138.56	138.56	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235558	extension	13.04	13.04	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235464	Recorder	93.82	93.82	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235578	LIBRARY	48.15	48.15	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235280	jail	280.77	280.77	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	235219	cjc	15.14	15.14	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	234764	OSTA	5.09	5.09	03/12/2021
111242	14375	DESERT WEST OFFICE SUPPLY	234788	SHERIFF	108.96	108.96	03/12/2021
Total DESERT WEST OFFICE SUPPLY:					2,447.83	2,447.83	
DIRECTV							
111243	31998	DIRECTV	080449209X21	SHERIFF	169.99	169.99	03/12/2021
Total DIRECTV:					169.99	169.99	
ELECTION SYSTEMS & SOFTWARE, LLC							
111244	35807	ELECTION SYSTEMS & SOFTW	1181090	SO#34592 DS200 & EXV	9,939.34	9,939.34	03/12/2021
Total ELECTION SYSTEMS & SOFTWARE, LLC:					9,939.34	9,939.34	
EMERY TELCOM							
111245	14995	EMERY TELCOM	MARCH 2021	1007100 - SEARCH & RESCUE	86.94	86.94	03/12/2021
111245	14995	EMERY TELCOM	MARCH 2021	3197000 - OSTA	147.45	147.45	03/12/2021
111245	14995	EMERY TELCOM	MARCH 2021	3207000 - GRAND CENTER	77.92	77.92	03/12/2021
111245	14995	EMERY TELCOM	MARCH 2021	3315200 - CEMETERY	108.14	108.14	03/12/2021
111245	14995	EMERY TELCOM	MARCH 2021	3198800 - AIRPORT	236.78	236.78	03/12/2021
111245	14995	EMERY TELCOM	MARCH 2021	3207000 - GRAND CENTER	77.92	77.92	03/12/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
111245	14995	EMERY TELCOM	MARCH 2021	3206900 - ROAD	111.49	111.49	03/12/2021
111245	14995	EMERY TELCOM	MARCH 2021	1052200 - COURTHOUSE INTER	289.95	289.95	03/12/2021
111245	14995	EMERY TELCOM	MARCH 2021	3936300- MMAD	54.95	54.95	03/12/2021
111245	14995	EMERY TELCOM	2278SZ12001.	911	1,391.08	1,391.08	03/12/2021
111245	14995	EMERY TELCOM	MARCH 2021	3556900 - FAMILY SUPPORT	132.13	132.13	03/12/2021
111245	14995	EMERY TELCOM	MARCH 2021	1105700 - SHERIFF	89.25	89.25	03/12/2021
111245	14995	EMERY TELCOM	MARCH 2021	3197100 - WEED	111.49	111.49	03/12/2021
111245	14995	EMERY TELCOM	MARCH 2021	3207200 - EOC	81.20	81.20	03/12/2021
111245	14995	EMERY TELCOM	MARCH 2021	1106500 - LIBRARY	380.56	380.56	03/12/2021
111245	14995	EMERY TELCOM	MARCH 2021	3066900 - CJC	54.95	54.95	03/12/2021
Total EMERY TELCOM:					3,432.20	3,432.20	
FITZGERALD LAW OFFICE LLC							
111246	32643	FITZGERALD LAW OFFICE LLC	MARCH 2021	OFFICE SUPPLIES	83.33	83.33	03/12/2021
111246	32643	FITZGERALD LAW OFFICE LLC	MARCH 2021	JUVENILE COURT PUBLIC DEF	4,250.00	4,250.00	03/12/2021
Total FITZGERALD LAW OFFICE LLC:					4,333.33	4,333.33	
FRANDSEN, CORY							
111247	36333	FRANDSEN, CORY	2392	RESTITUTION/GLENDA BYERS	50.00	50.00	03/12/2021
Total FRANDSEN, CORY:					50.00	50.00	
GRAND WATER & SEWER S A							
111250	16530	GRAND WATER & SEWER S A	FEB 2021	OSTA - SEWER	411.60	411.60	03/12/2021
111250	16530	GRAND WATER & SEWER S A	FEB 2021	OSTA - BALL FIELD	248.20	248.20	03/12/2021
111250	16530	GRAND WATER & SEWER S A	FEB 2021	EOC	73.95	73.95	03/12/2021
111250	16530	GRAND WATER & SEWER S A	FEB 2021	OSTA - IRRIGATION	235.80	235.80	03/12/2021
111250	16530	GRAND WATER & SEWER S A	FEB 2021	CEMETERY	61.55	61.55	03/12/2021
111250	16530	GRAND WATER & SEWER S A	FEB 2021	ROAD	98.35	98.35	03/12/2021
Total GRAND WATER & SEWER S A:					1,129.45	1,129.45	
HONOUR, JOSHUA C.							
111251	34409	HONOUR, JOSHUA C.	03142021	PER DIEM	349.00	349.00	03/12/2021
Total HONOUR, JOSHUA C.:					349.00	349.00	
INGRAM LIBRARY SERVICES							
111252	18085	INGRAM LIBRARY SERVICES	51483859	LIBRARY	303.77	303.77	03/12/2021
111252	18085	INGRAM LIBRARY SERVICES	51354765	LIBRARY	342.33	342.33	03/12/2021
111252	18085	INGRAM LIBRARY SERVICES	51625617	LIBRARY	150.22	150.22	03/12/2021
111252	18085	INGRAM LIBRARY SERVICES	51704516	LIBRARY	219.33	219.33	03/12/2021
111252	18085	INGRAM LIBRARY SERVICES	51161931	LIBRARY	434.40	434.40	03/12/2021
111252	18085	INGRAM LIBRARY SERVICES	51704515	LIBRARY	147.28	147.28	03/12/2021
Total INGRAM LIBRARY SERVICES:					1,597.33	1,597.33	
KELLERSTRASS OIL COMPANY							
111253	33554	KELLERSTRASS OIL COMPANY	1306946	FUEL TAX	5.16	5.16	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1304247	sheriff	214.54	214.54	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1305783	sheriff	100.17	100.17	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1307370	sheriff	123.36	123.36	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1303120	sheriff	93.43	93.43	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1304398	sheriff	19.57	19.57	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1305868	sheriff	55.34	55.34	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1307458	sheriff	30.56	30.56	03/12/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
111253	33554	KELLERSTRASS OIL COMPANY	1306947	sheriff	30.58	30.58	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1308960	sheriff	35.97	35.97	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1309017	sheriff	24.55	24.55	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1303917	FUEL TAX	14.17	14.17	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1306440	CEMETERY	51.92	51.92	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1303650	sheriff	84.88	84.88	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1305140	sheriff	118.51	118.51	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1305925	sheriff	44.21	44.21	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1307518	sheriff	71.87	71.87	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1308502	sheriff	19.85	19.85	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1305367	sheriff	117.67	117.67	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1306123	sheriff	21.55	21.55	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1307666	sheriff	115.60	115.60	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1308209	sheriff	85.93	85.93	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1303626	road	817.05	817.05	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1306522	road	639.09	639.09	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1307947	sheriff	33.28	33.28	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1308862	sheriff	82.00	82.00	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1303626	FUEL TAX	113.15	113.15	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1309005	THOMPSON FIRE	32.80	32.80	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1306946	CEMETERY	137.80	137.80	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1303936	sheriff	82.27	82.27	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1303917	road	103.12	103.12	03/12/2021
111253	33554	KELLERSTRASS OIL COMPANY	1309005	FUEL TAX	2.72	2.72	03/12/2021
Total KELLERSTRASS OIL COMPANY:					3,522.67	3,522.67	
KENWORTH SALES COMPANY							
111254	35364	KENWORTH SALES COMPANY	PRIIN4431946	ROAD	303.60	303.60	03/12/2021
111254	35364	KENWORTH SALES COMPANY	SALIN4315707	ROAD	223.20	223.20	03/12/2021
111254	35364	KENWORTH SALES COMPANY	PRIIN4416970	ROAD	121.86	121.86	03/12/2021
111254	35364	KENWORTH SALES COMPANY	PRIIN4416348	ROAD	145.18	145.18	03/12/2021
111254	35364	KENWORTH SALES COMPANY	PRICM158425	ROAD	303.60-	303.60-	03/12/2021
111254	35364	KENWORTH SALES COMPANY	PRIIN4429838	ROAD	70.70	70.70	03/12/2021
111254	35364	KENWORTH SALES COMPANY	PRIIN4442359	ROAD	240.00	240.00	03/12/2021
Total KENWORTH SALES COMPANY:					800.94	800.94	
KROGER-KING SOOPERS							
111255	19170	KROGER-KING SOOPERS	090630	courTHOUSE	83.58	83.58	03/12/2021
111255	19170	KROGER-KING SOOPERS	309336	INMATE MEDS	216.30	216.30	03/12/2021
111255	19170	KROGER-KING SOOPERS	279022	INMATE MEDS	238.16	238.16	03/12/2021
111255	19170	KROGER-KING SOOPERS	350704	INMATE MEDS	36.58	36.58	03/12/2021
111255	19170	KROGER-KING SOOPERS	308401	INMATE MEDS	18.75	18.75	03/12/2021
111255	19170	KROGER-KING SOOPERS	069452	INMATE MEDS	35.53	35.53	03/12/2021
111255	19170	KROGER-KING SOOPERS	144369	INMATE MEDS	23.31	23.31	03/12/2021
111255	19170	KROGER-KING SOOPERS	103756	INMATE MEDS	108.42	108.42	03/12/2021
111255	19170	KROGER-KING SOOPERS	163778-2021	AIRPORT	70.73	70.73	03/12/2021
111255	19170	KROGER-KING SOOPERS	236098	FAMILY SUPPORT CENTER	99.94	99.94	03/12/2021
111255	19170	KROGER-KING SOOPERS	348327	INMATE MEDS	94.21	94.21	03/12/2021
111255	19170	KROGER-KING SOOPERS	370352	INMATE MEDS	92.25	92.25	03/12/2021
111255	19170	KROGER-KING SOOPERS	045187	INMATE MEDS	14.91	14.91	03/12/2021
111255	19170	KROGER-KING SOOPERS	282849	AIRPORT	6.98	6.98	03/12/2021
111255	19170	KROGER-KING SOOPERS	190244	INMATE MEDS	112.91	112.91	03/12/2021
111255	19170	KROGER-KING SOOPERS	256126	INMATE MEDS	116.18	116.18	03/12/2021
111255	19170	KROGER-KING SOOPERS	160559	sheriff	87.88	87.88	03/12/2021
111255	19170	KROGER-KING SOOPERS	282729	AIRPORT	42.22	42.22	03/12/2021
111255	19170	KROGER-KING SOOPERS	453388	INMATE MEDS	71.69	71.69	03/12/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
Total KROGER-KING SOOPERS:					1,570.53	1,570.53	
LEAVITT, LONDON							
111256	35039	LEAVITT, LONDON	03052021	TUITION REIMBURSEMENT	1,107.25	1,107.25	03/12/2021
Total LEAVITT, LONDON:					1,107.25	1,107.25	
LYNN PEAVEY COMPANY							
111257	34284	LYNN PEAVEY COMPANY	377714	SHERIFF	534.50	534.50	03/12/2021
Total LYNN PEAVEY COMPANY:					534.50	534.50	
MOAB VALLEY MULTICULTURAL CENTER							
111260	34610	MOAB VALLEY MULTICULTURA	00288	JUSTICE COURT	135.00	135.00	03/12/2021
Total MOAB VALLEY MULTICULTURAL CENTER:					135.00	135.00	
MONUMENT WASTE SERVICES LLC							
111261	35004	MONUMENT WASTE SERVICES	FEB 2021	CMA000151-JAIL	150.00	150.00	03/12/2021
111261	35004	MONUMENT WASTE SERVICES	FEB 2021	ROF000046-SANDFLATS	150.00	150.00	03/12/2021
111261	35004	MONUMENT WASTE SERVICES	FEB 2021	CMA000040-ROAD	105.00	105.00	03/12/2021
111261	35004	MONUMENT WASTE SERVICES	FEB 2021	ROF000024-AIRPORT	1,050.00	1,050.00	03/12/2021
111261	35004	MONUMENT WASTE SERVICES	FEB 2021	COURTHOUSE TRANSFER FEE	20.00	20.00	03/12/2021
111261	35004	MONUMENT WASTE SERVICES	FEB 2021	CMA000035-ARENA	273.00	273.00	03/12/2021
111261	35004	MONUMENT WASTE SERVICES	FEB 2021	CMA001257-HUB RECYCLING B	173.00	173.00	03/12/2021
111261	35004	MONUMENT WASTE SERVICES	FEB 2021	CMA000037-CEMETERY	60.00	60.00	03/12/2021
111261	35004	MONUMENT WASTE SERVICES	FEB 2021	CMA000039-EOC	40.00	40.00	03/12/2021
111261	35004	MONUMENT WASTE SERVICES	FEB 2021	MCC000124-LIBRARY RECYCLE	16.00	16.00	03/12/2021
111261	35004	MONUMENT WASTE SERVICES	FEB 2021	CMA000041-SENIOR CENTER	172.00	172.00	03/12/2021
Total MONUMENT WASTE SERVICES LLC:					2,209.00	2,209.00	
MURAY, PAM							
111263	36390	MURAY, PAM	2388	RESTITUTION FROM WILLIAM Z	144.72	144.72	03/12/2021
Total MURAY, PAM:					144.72	144.72	
O'REILLY AUTO PARTS							
111264	33054	O'REILLY AUTO PARTS	3792-139290	MAINT	12.44	12.44	03/12/2021
111264	33054	O'REILLY AUTO PARTS	3792-138613	ROAD	34.99	34.99	03/12/2021
Total O'REILLY AUTO PARTS:					47.43	47.43	
QUADIENT FINANCE USA, INC							
111266	36443	QUADIENT FINANCE USA, INC	FEB 2021	MOAB0000000000011274445	1,000.00	1,000.00	03/12/2021
Total QUADIENT FINANCE USA, INC:					1,000.00	1,000.00	
ROCKY MOUNTAIN BEHAVIORAL CONSULTANTS							
111267	36015	ROCKY MOUNTAIN BEHAVIORA	02282021	JAIL	600.00	600.00	03/12/2021
111267	36015	ROCKY MOUNTAIN BEHAVIORA	02282021	SHERIFF	300.00	300.00	03/12/2021
Total ROCKY MOUNTAIN BEHAVIORAL CONSULTANTS:					900.00	900.00	
SAGELAND MEDIA							
111268	36720	SAGELAND MEDIA	02222021	LIBRARY	130.00	130.00	03/12/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
Total SAGELAND MEDIA:					130.00	130.00	
SALT LAKE COMMUNITY COLLEGE							
111269	31364	SALT LAKE COMMUNITY COLLEGE	2021.12.2	CADET MEALS	451.53	451.53	03/12/2021
Total SALT LAKE COMMUNITY COLLEGE:					451.53	451.53	
SARGENT, AMANDA							
111270	36724	SARGENT, AMANDA	2394	RESTITUTION/OSCAR FLORES-	100.00	100.00	03/12/2021
Total SARGENT, AMANDA:					100.00	100.00	
SWIFTWATER SAFETY INSTITUTE LLC							
111272	36209	SWIFTWATER SAFETY INSTITUTE	1216	BLACKWELDER, JACOB COUR	325.00	325.00	03/12/2021
Total SWIFTWATER SAFETY INSTITUTE LLC:					325.00	325.00	
TIMES INDEPENDENT							
111273	26580	TIMES INDEPENDENT	4932-2021	LIBRARY SUBSCRIPTION	36.00	36.00	03/12/2021
111273	26580	TIMES INDEPENDENT	28530	ORDINANCE 588	80.75	80.75	03/12/2021
111273	26580	TIMES INDEPENDENT	28530	ORDINANCE 623	38.25	38.25	03/12/2021
111273	26580	TIMES INDEPENDENT	28530	ORDINANCE 627	29.75	29.75	03/12/2021
111273	26580	TIMES INDEPENDENT	28530	ADOPTION OF ORDINANCE 626	29.75	29.75	03/12/2021
111273	26580	TIMES INDEPENDENT	28530	DEPUTY RECORDER JOB	85.00	85.00	03/12/2021
111273	26580	TIMES INDEPENDENT	28530	ADOPTION OF ORDINANCE 625	34.00	34.00	03/12/2021
111273	26580	TIMES INDEPENDENT	28530	ORDINANCE 588	106.25	106.25	03/12/2021
Total TIMES INDEPENDENT:					439.75	439.75	
UOVC CLAIM 1062780							
111274	36725	UOVC CLAIM 1062780	2391	RESTITUTION/STEPHEN EKKE	707.26	707.26	03/12/2021
Total UOVC CLAIM 1062780:					707.26	707.26	
UPGRADES BY ARCH							
111275	30184	UPGRADES BY ARCH	1810-895	SANDFLATS	270.00	270.00	03/12/2021
Total UPGRADES BY ARCH:					270.00	270.00	
UTAH LOCAL GOVERNMENT TRUST							
111276	30551	UTAH LOCAL GOVERNMENT TR	1588784	GENERAL	9,683.38	9,683.38	03/12/2021
111276	30551	UTAH LOCAL GOVERNMENT TR	1588784	TRAILS	158.31	158.31	03/12/2021
111276	30551	UTAH LOCAL GOVERNMENT TR	1588784	LIBRARY	822.33	822.33	03/12/2021
111276	30551	UTAH LOCAL GOVERNMENT TR	1588783	NOTARY BOND/JENNIFER SWE	50.00	50.00	03/12/2021
111276	30551	UTAH LOCAL GOVERNMENT TR	1588784	UMTRA	38.00	38.00	03/12/2021
111276	30551	UTAH LOCAL GOVERNMENT TR	1588784	Sand Flats	307.49	307.49	03/12/2021
111276	30551	UTAH LOCAL GOVERNMENT TR	1588784	FAMILY SUPPORT	271.57	271.57	03/12/2021
111276	30551	UTAH LOCAL GOVERNMENT TR	1588784	THOMPSON FIRE	12.72	12.72	03/12/2021
111276	30551	UTAH LOCAL GOVERNMENT TR	1588784	THOMPSON WELCOME CENTE	97.30	97.30	03/12/2021
111276	30551	UTAH LOCAL GOVERNMENT TR	1588784	ROAD	1,327.54	1,327.54	03/12/2021
111276	30551	UTAH LOCAL GOVERNMENT TR	1588784	CJC	85.51	85.51	03/12/2021
111276	30551	UTAH LOCAL GOVERNMENT TR	1588784	MMAD	108.15	108.15	03/12/2021
111276	30551	UTAH LOCAL GOVERNMENT TR	1588782	SHERIFF	1,031.47-	1,031.47-	03/12/2021
111276	30551	UTAH LOCAL GOVERNMENT TR	1588784	TRAVEL COUNCIL	376.16	376.16	03/12/2021
Total UTAH LOCAL GOVERNMENT TRUST:					12,306.99	12,306.99	

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
UTAH STATE DIV OF FINANCE							
111277	27720	UTAH STATE DIV OF FINANCE	MARCH 2021	LOAN # B1004 LIBRARY INTERE	18,633.17	18,633.17	03/12/2021
111277	27720	UTAH STATE DIV OF FINANCE	MARCH 2021	LOAN # B1004 LIBRARY	142,000.00	142,000.00	03/12/2021
Total UTAH STATE DIV OF FINANCE:					160,633.17	160,633.17	
UTAH STATE TREASURER							
111278	27740	UTAH STATE TREASURER	FEB 2021	MARRIAGE LICENSE	60.00	60.00	03/12/2021
111278	27740	UTAH STATE TREASURER	FEB 2021	80%OF \$32 COURT SECURITY	8,195.29	8,195.29	03/12/2021
111278	27740	UTAH STATE TREASURER	FEB 2021	35% surcharge	4,027.93	4,027.93	03/12/2021
111278	27740	UTAH STATE TREASURER	FEB 2021	90% SURCHARGE	2,372.74	2,372.74	03/12/2021
Total UTAH STATE TREASURER:					14,655.96	14,655.96	
WELLS FARGO BANK							
111279	33953	WELLS FARGO BANK	FEB 2021	CEMETERY-4484610006171469	380.59	380.59	03/12/2021
Total WELLS FARGO BANK:					380.59	380.59	
WILSON, BEN							
111280	36388	WILSON, BEN	2389	RESTITUTION FROM WILLIAM Z	5.43	5.43	03/12/2021
Total WILSON, BEN:					5.43	5.43	
WILSON, GARY OR KATHY							
111281	36389	WILSON, GARY OR KATHY	2390	RESTITUTION FROM WILLIAM Z	149.85	149.85	03/12/2021
Total WILSON, GARY OR KATHY:					149.85	149.85	
XEROX CORPORATION							
111282	29100	XEROX CORPORATION	012778821	recorder	56.46	56.46	03/12/2021
Total XEROX CORPORATION:					56.46	56.46	
Grand Totals:					244,434.17	244,434.17	

Date:

March 29th 2021

County Auditor: _____

Council Chairperson: _____

Council: _____

Council: _____

Check No. _____

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
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Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor.Last Check Number = 111229-111283

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor.Last Check Number = 111284-111307

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
ADVERTISER							
111284	30946	ADVERTISER	A202102401	SANDFLATS	31.50	31.50	03/19/2021
Total ADVERTISER:					31.50	31.50	
CANDID							
111285	36726	CANDID	I-0000168960	LIBRARY	2,495.00	2,495.00	03/19/2021
Total CANDID:					2,495.00	2,495.00	
CASTLE COUNTRY HYDRAULIC & SUPPLY							
111286	36709	CASTLE COUNTRY HYDRAULIC	131253	ROAD	38.64	38.64	03/19/2021
111286	36709	CASTLE COUNTRY HYDRAULIC	131141	ROAD	78.77	78.77	03/19/2021
Total CASTLE COUNTRY HYDRAULIC & SUPPLY:					117.41	117.41	
DOMINION ENERGY							
111288	35579	DOMINION ENERGY	FEB 2021	Grand Center/50% Civic	349.11	349.11	03/19/2021
111288	35579	DOMINION ENERGY	FEB 2021	Grand Center/50% Senior	349.11	349.11	03/19/2021
111288	35579	DOMINION ENERGY	FEB 2021	Courthouse	1,335.61	1,335.61	03/19/2021
111288	35579	DOMINION ENERGY	FEB 2021	EOC	224.29	224.29	03/19/2021
111288	35579	DOMINION ENERGY	FEB 2021	Family Support Center	180.23	180.23	03/19/2021
111288	35579	DOMINION ENERGY	FEB 2021	Grand Co. Trans	188.88	188.88	03/19/2021
111288	35579	DOMINION ENERGY	FEB 2021	MMAD 80%	61.29	61.29	03/19/2021
111288	35579	DOMINION ENERGY	FEB 2021	Weed 20%	15.32	15.32	03/19/2021
111288	35579	DOMINION ENERGY	FEB 2021	Museum	139.79	139.79	03/19/2021
111288	35579	DOMINION ENERGY	FEB 2021	OSTA	396.11	396.11	03/19/2021
111288	35579	DOMINION ENERGY	FEB 2021	Road Shop	397.10	397.10	03/19/2021
111288	35579	DOMINION ENERGY	FEB 2021	Travel Council	78.43	78.43	03/19/2021
111288	35579	DOMINION ENERGY	FEB 2021	Star Hall	503.15	503.15	03/19/2021
111288	35579	DOMINION ENERGY	FEB 2021	Weed	81.07	81.07	03/19/2021
111288	35579	DOMINION ENERGY	FEB 2021	Grand County Cemetery	35.71	35.71	03/19/2021
Total DOMINION ENERGY:					4,335.20	4,335.20	
FINLEY HOLIDAY FILM CORP							
111289	35677	FINLEY HOLIDAY FILM CORP	114035	MOAB TRAVEL COUNCIL	8,120.00	8,120.00	03/19/2021
Total FINLEY HOLIDAY FILM CORP:					8,120.00	8,120.00	
FRONTIER							
111290	15810	FRONTIER	MARCH 2021	e911-435-196-1355	94.12	94.12	03/19/2021
111290	15810	FRONTIER	MARCH 2021	e911-435-196-1354	94.12	94.12	03/19/2021
111291	15815	FRONTIER	FEB 2021	CANYONLANDS USA/285-2234	138.99	138.99	03/19/2021
Total FRONTIER:					327.23	327.23	
LEGRAND JOHNSON CONSTRUCTION							
111292	32515	LEGRAND JOHNSON CONSTRU	7/FINAL	AIP # 3-49-0020-032-2019 & 033-	837,575.09	837,575.09	03/19/2021
Total LEGRAND JOHNSON CONSTRUCTION:					837,575.09	837,575.09	

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
NATIONS TOWING							
111295	21575	NATIONS TOWING	36975	GRAND CENTER	299.45	299.45	03/19/2021
Total NATIONS TOWING:					299.45	299.45	
NEWMAN SIGNS							
111296	21760	NEWMAN SIGNS	TRFINV028862	SANDFLATS	430.02	430.02	03/19/2021
111296	21760	NEWMAN SIGNS	TRFINV028891	ROAD DEPT SUPPLIES	589.47	589.47	03/19/2021
Total NEWMAN SIGNS:					1,019.49	1,019.49	
OFFICE ETC.							
111297	22070	OFFICE ETC.	472669	CLERK	25.00	25.00	03/19/2021
111297	22070	OFFICE ETC.	472669	JUSTICE COURT	25.00	25.00	03/19/2021
111297	22070	OFFICE ETC.	472669	JAIL	50.00	50.00	03/19/2021
111297	22070	OFFICE ETC.	472669	SHERIFF	50.00	50.00	03/19/2021
111297	22070	OFFICE ETC.	472669	ASSESSOR	25.00	25.00	03/19/2021
Total OFFICE ETC.:					175.00	175.00	
PURE COUNTRY WATER							
111299	36090	PURE COUNTRY WATER	128677	CEMETERY	16.00	16.00	03/19/2021
111299	36090	PURE COUNTRY WATER	520461	ROAD	25.44	25.44	03/19/2021
111299	36090	PURE COUNTRY WATER	128679	ROAD	12.00	12.00	03/19/2021
Total PURE COUNTRY WATER:					53.44	53.44	
ROCKY MOUNTAIN POWER							
111307	27655	ROCKY MOUNTAIN POWER	MARCH 2021	AIRPORT	1,774.47	1,774.47	03/19/2021
111307	27655	ROCKY MOUNTAIN POWER	MARCH 2021	AIRPORT FIRE TRUCK (AFF)	108.70	108.70	03/19/2021
111307	27655	ROCKY MOUNTAIN POWER	MARCH 2021	AIRPORT	266.77	266.77	03/19/2021
111307	27655	ROCKY MOUNTAIN POWER	MARCH 2021	COURTHOUSE	2,705.31	2,705.31	03/19/2021
111307	27655	ROCKY MOUNTAIN POWER	MARCH 2021	ELGIN/Grand County Lights	409.92	409.92	03/19/2021
111307	27655	ROCKY MOUNTAIN POWER	MARCH 2021	Thompson Street Lights	98.76	98.76	03/19/2021
111307	27655	ROCKY MOUNTAIN POWER	MARCH 2021	MMAD	100.60	100.60	03/19/2021
111307	27655	ROCKY MOUNTAIN POWER	MARCH 2021	MMAD/LIGHT	9.42	9.42	03/19/2021
111307	27655	ROCKY MOUNTAIN POWER	MARCH 2021	MUSEUM	88.01	88.01	03/19/2021
111307	27655	ROCKY MOUNTAIN POWER	MARCH 2021	N. HWY 191 Street Lts.	11.78	11.78	03/19/2021
111307	27655	ROCKY MOUNTAIN POWER	MARCH 2021	ROAD DEPT	380.77	380.77	03/19/2021
111307	27655	ROCKY MOUNTAIN POWER	MARCH 2021	Road/Maint Shop	729.20	729.20	03/19/2021
111307	27655	ROCKY MOUNTAIN POWER	MARCH 2021	WILLOW BASIN ROAD	189.88	189.88	03/19/2021
111307	27655	ROCKY MOUNTAIN POWER	MARCH 2021	Sheriff	735.23	735.23	03/19/2021
111307	27655	ROCKY MOUNTAIN POWER	MARCH 2021	WEED	25.15	25.15	03/19/2021
111307	27655	ROCKY MOUNTAIN POWER	MARCH 2021	OSTA	773.97	773.97	03/19/2021
111307	27655	ROCKY MOUNTAIN POWER	MARCH 2021	OSTA-BALL FIELD	135.09	135.09	03/19/2021
111307	27655	ROCKY MOUNTAIN POWER	MARCH 2021	OSTA-OUTDOOR ARENA	4.52	4.52	03/19/2021
111307	27655	ROCKY MOUNTAIN POWER	MARCH 2021	CEMETERY DISTRICT	125.07	125.07	03/19/2021
111307	27655	ROCKY MOUNTAIN POWER	MARCH 2021	EOC	419.51	419.51	03/19/2021
Total ROCKY MOUNTAIN POWER:					9,092.13	9,092.13	
SAFETY SUPPLY & SIGN CO							
111300	24280	SAFETY SUPPLY & SIGN CO	176056	ROAD DEPT SUPPLIES	318.57	318.57	03/19/2021
111300	24280	SAFETY SUPPLY & SIGN CO	176258	ROAD DEPT SUPPLIES	1,392.00	1,392.00	03/19/2021
Total SAFETY SUPPLY & SIGN CO:					1,710.57	1,710.57	

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
SIX STATES DISTRIBUTORS, INC.							
111301	34478	SIX STATES DISTRIBUTORS, IN	01 395965	ROAD	101.59	101.59	03/19/2021
Total SIX STATES DISTRIBUTORS, INC.:					101.59	101.59	
SKYLINE TRANSPORT							
111302	25125	SKYLINE TRANSPORT	17183	road	1,315.20	1,315.20	03/19/2021
Total SKYLINE TRANSPORT:					1,315.20	1,315.20	
UTAH STATE UNIVERSITY MOAB							
111303	27780	UTAH STATE UNIVERSITY MOA	278	EXTENSION RENT/JAN,FEB,MA	2,100.00	2,100.00	03/19/2021
Total UTAH STATE UNIVERSITY MOAB:					2,100.00	2,100.00	
WORKFORCE QA, LLC							
111305	34690	WORKFORCE QA, LLC	20141	PLANNING & ZONNING	45.00	45.00	03/19/2021
111305	34690	WORKFORCE QA, LLC	20141	ROAD-PRE-EMPLOYMENT	45.00	45.00	03/19/2021
111305	34690	WORKFORCE QA, LLC	20141	ROAD-PRE-EMPLOYMENT	45.00	45.00	03/19/2021
111305	34690	WORKFORCE QA, LLC	20141	SEARCH & RESCUE	45.00	45.00	03/19/2021
111305	34690	WORKFORCE QA, LLC	20141	DISPATCH	45.00	45.00	03/19/2021
111305	34690	WORKFORCE QA, LLC	20141	ECON. DEVELOPMENT	45.00	45.00	03/19/2021
Total WORKFORCE QA, LLC:					270.00	270.00	
ZUNICH BROS MECHANICAL							
111306	33851	ZUNICH BROS MECHANICAL	33600	SANDFLATS	392.00	392.00	03/19/2021
111306	33851	ZUNICH BROS MECHANICAL	33608	SANDFLATS	392.00	392.00	03/19/2021
111306	33851	ZUNICH BROS MECHANICAL	33624	SANDFLATS	392.00	392.00	03/19/2021
111306	33851	ZUNICH BROS MECHANICAL	34026	SANDFLATS	53.00	53.00	03/19/2021
111306	33851	ZUNICH BROS MECHANICAL	33627	SANDFLATS	392.00	392.00	03/19/2021
Total ZUNICH BROS MECHANICAL:					1,621.00	1,621.00	
Grand Totals:					870,759.30	870,759.30	

Date:

March 29th 2021

County Auditor: _____

Council Chairperson: _____

Council: _____

Council: _____

Check No. _____

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
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Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor.Last Check Number = 111284-111307

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor.Last Check Number = 111308-111365

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
A & E ELECTRIC							
111308	10055	A & E ELECTRIC	20392	OSTA	60.00	60.00	03/26/2021
Total A & E ELECTRIC:					60.00	60.00	
AMAZON							
111310	10530	AMAZON	1VVN-QXJT-H	ROAD/LOGANS WORKBOOTS	76.72	76.72	03/26/2021
111310	10530	AMAZON	1VHT-91VW-D	ROAD/HOMCOM BATHROOM MI	94.79	94.79	03/26/2021
111310	10530	AMAZON	19P3-74NV-DM	RAOD/HOOD LATCH PETERBIL	165.60	165.60	03/26/2021
111310	10530	AMAZON	887396559738	LIBRARY/AUDIO-VIDEO	9.47	9.47	03/26/2021
111310	10530	AMAZON	494857794884	LIBRARY/AUDIO-VIDEO	12.26	12.26	03/26/2021
111310	10530	AMAZON	466667493795	LIBRARY/BOOKS	14.01	14.01	03/26/2021
111310	10530	AMAZON	856487763549	LIBRARY/AUDIO-VIDEO	101.94	101.94	03/26/2021
111310	10530	AMAZON	436367859684	LIBRARY/BOOKS	5.60	5.60	03/26/2021
111310	10530	AMAZON	744895837994	LIBRARY/BOOKS	9.04	9.04	03/26/2021
111310	10530	AMAZON	433948979475	SAR/CMI ROPE WASHER 1/2	56.30	56.30	03/26/2021
111310	10530	AMAZON	588879448537	CLERK	16.34	16.34	03/26/2021
111310	10530	AMAZON	454785766794	LIBRARY/BOOKS	8.72	8.72	03/26/2021
111310	10530	AMAZON	759763747958	LIBRARY/BOOKS	27.72	27.72	03/26/2021
111310	10530	AMAZON	758573766844	LIBRARY/CHILDRENS BOOKS	18.98	18.98	03/26/2021
111310	10530	AMAZON	948899565354	LIBRARY/BOOKS	48.98	48.98	03/26/2021
111310	10530	AMAZON	939555575999	LIBRARY/AUDIO-VIDEO	18.28	18.28	03/26/2021
111310	10530	AMAZON	964576439789	LIBRARY/BOOKS	15.67	15.67	03/26/2021
111310	10530	AMAZON	445497534663	LIBRARY/BOOKS	12.26	12.26	03/26/2021
111310	10530	AMAZON	765456397835	LIBRARY/BOOKS	15.23	15.23	03/26/2021
111310	10530	AMAZON	659738688374	LIBRARY/BOOKS	15.98	15.98	03/26/2021
111310	10530	AMAZON	533766939948	LIBRARY/BOOKS	24.50	24.50	03/26/2021
111310	10530	AMAZON	734549964863	OSTA/RZ MASKS	48.95	48.95	03/26/2021
111310	10530	AMAZON	887649865865	OSTA/6 TIER WALL MOUNT, MA	85.91	85.91	03/26/2021
111310	10530	AMAZON	437994787943	TC/COMPUTER FANS, WIRELA	52.76	52.76	03/26/2021
111310	10530	AMAZON	676754349465	LIBRARY/BOOKS	21.67	21.67	03/26/2021
111310	10530	AMAZON	955665536943	LIBRARY/BOOKS	10.37	10.37	03/26/2021
111310	10530	AMAZON	968456678474	LIBRARY/BOOKS	37.42	37.42	03/26/2021
111310	10530	AMAZON	548748748648	LIBRARY/CHILDRENS BOOKS	21.67	21.67	03/26/2021
111310	10530	AMAZON	473694777699	LIBRARY/BOOKS	14.33	14.33	03/26/2021
111310	10530	AMAZON	455483884448	LIBRARY/BOOKS	8.82	8.82	03/26/2021
111310	10530	AMAZON	795758758439	LIBRARY/BOOKS	14.28	14.28	03/26/2021
111310	10530	AMAZON	784665739443	LIBRARY/CHILDRENS BOOKS	21.86	21.86	03/26/2021
111310	10530	AMAZON	584839675489	OSTA/SLOAN VALVE A-36-A RE	52.60	52.60	03/26/2021
111310	10530	AMAZON	987569678756	LIBRARY/CHILDRENS BOOKS	82.85	82.85	03/26/2021
111310	10530	AMAZON	469834948839	LIBRARY/BOOKS	28.04	28.04	03/26/2021
111310	10530	AMAZON	677739889483	LIBRARY/BOOKS	16.65	16.65	03/26/2021
111310	10530	AMAZON	998795548437	LIBRARY/BOOKS	28.99	28.99	03/26/2021
111310	10530	AMAZON	455449797953	LIBRARY/BOOKS	7.98	7.98	03/26/2021
111310	10530	AMAZON	833938848545	LIBRARY/BOOKS	9.66	9.66	03/26/2021
111310	10530	AMAZON	986874654893	LIBRARY/AUDIO-VIDEO	5.95	5.95	03/26/2021
111310	10530	AMAZON	969346456594	LIBRARY/CHILDRENS BOOKS	21.86	21.86	03/26/2021
111310	10530	AMAZON	866365555545	OSTA/GRIDART PHOTO DISPLA	65.97	65.97	03/26/2021
111310	10530	AMAZON	734549964863	OSTA/HANGING FILE ORGANIZ	29.19	29.19	03/26/2021
111310	10530	AMAZON	437994787943	CLERK/FILE FOLDERS	42.51	42.51	03/26/2021
111310	10530	AMAZON	783465465577	LIBRARY/BOOKS	34.42	34.42	03/26/2021
111310	10530	AMAZON	688856968884	LIBRARY/BOOKS	23.22	23.22	03/26/2021

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111310	10530	AMAZON	693657777657	LIBRARY/BOOKS	9.69	9.69	03/26/2021
111310	10530	AMAZON	844688557586	LIBRARY/BOOKS	7.57	7.57	03/26/2021
111310	10530	AMAZON	458573974763	LIBRARY/AUDIO-VIDEO	33.93	33.93	03/26/2021
111310	10530	AMAZON	437744733565	LIBRARY/BOOKS	8.98	8.98	03/26/2021
111310	10530	AMAZON	467675498698	LIBRARY/BOOKS	11.38	11.38	03/26/2021
111310	10530	AMAZON	798736735346	OSTA/SHOWER CURTINS	39.93	39.93	03/26/2021
111310	10530	AMAZON	734549964863	OSTA/CLIPBOARD	24.50	24.50	03/26/2021
111310	10530	AMAZON	856836356498	LIBRARY/AUDIO-VIDEO	11.11	11.11	03/26/2021
111310	10530	AMAZON	436894966937	LIBRARY/AUDIO-VIDEO	9.88	9.88	03/26/2021
111310	10530	AMAZON	636336953647	LIBRARY/CHILDRENS BOOKS	42.04	42.04	03/26/2021
111310	10530	AMAZON	787576337457	LIBRARY/AUDIO-VIDEO	26.71	26.71	03/26/2021
111310	10530	AMAZON	947943654864	LIBRARY/BOOKS	12.49	12.49	03/26/2021
111310	10530	AMAZON	938699983367	LIBRARY/CHILDRENS BOOKS	77.75	77.75	03/26/2021
111310	10530	AMAZON	453465993484	LIBRARY/AUDIO-VIDEO	52.45	52.45	03/26/2021
111310	10530	AMAZON	593636657338	LIBRARY/BOOKS	7.19	7.19	03/26/2021
111310	10530	AMAZON	933378694578	LIBRARY/BOOKS	26.71	26.71	03/26/2021
111310	10530	AMAZON	468544839478	LIBRARY/AUDIO-VIDEO	48.48	48.48	03/26/2021
Total AMAZON:					1,953.69	1,953.69	
AMERIGAS-GREEN RIVER							
111311	10615	AMERIGAS-GREEN RIVER	3119720303	airport propane/200781332	1,137.27	1,137.27	03/26/2021
Total AMERIGAS-GREEN RIVER:					1,137.27	1,137.27	
AMSBERRY, SHANON							
111312	32932	AMSBERRY, SHANON	03092021	CLOTHING REIMBURSEMENT	495.15	495.15	03/26/2021
111312	32932	AMSBERRY, SHANON	03092021	ADVERTISING REIMBURSEMEN	50.00	50.00	03/26/2021
Total AMSBERRY, SHANON:					545.15	545.15	
ARNOLD MACHINERY COMPANY							
111313	34627	ARNOLD MACHINERY COMPAN	SNW898	MAINT/FORKLIFT REPAIR	1,829.21	1,829.21	03/26/2021
Total ARNOLD MACHINERY COMPANY:					1,829.21	1,829.21	
AXON ENTERPRISE, INC							
111314	35883	AXON ENTERPRISE, INC	SI-1724362	SHERIFF/TASER 60 YEAR 3 PAY	5,520.00	5,520.00	03/26/2021
Total AXON ENTERPRISE, INC:					5,520.00	5,520.00	
BACK OF BEYOND BOOKS							
111315	32887	BACK OF BEYOND BOOKS	3398	LIBRARY	67.05	67.05	03/26/2021
111315	32887	BACK OF BEYOND BOOKS	3397	LIBRARY	135.95	135.95	03/26/2021
Total BACK OF BEYOND BOOKS:					203.00	203.00	
BLACKSTONE PUBLISHING							
111316	36033	BLACKSTONE PUBLISHING	1212288	LIBRARY	80.00	80.00	03/26/2021
Total BLACKSTONE PUBLISHING:					80.00	80.00	
CENTURYLINK							
111317	33538	CENTURYLINK	5107XQC2S3-	NG-911 (Z6482)	795.48	795.48	03/26/2021
Total CENTURYLINK:					795.48	795.48	

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CERTIFIED LABORATORIES							
111318	34604	CERTIFIED LABORATORIES	7275696	ROAD	1,729.20	1,729.20	03/26/2021
Total CERTIFIED LABORATORIES:					1,729.20	1,729.20	
CHARM-TEX, INC.							
111319	34970	CHARM-TEX, INC.	0242236-IN	JAIL	85.40	85.40	03/26/2021
Total CHARM-TEX, INC.:					85.40	85.40	
CIVICPLUS							
111320	34414	CIVICPLUS	207775	ANNUAL FEE FOR HOSTING/SU	5,713.40	5,713.40	03/26/2021
Total CIVICPLUS:					5,713.40	5,713.40	
COMPUTERWISE							
111321	35474	COMPUTERWISE	2712	CEMETERY	100.00	100.00	03/26/2021
Total COMPUTERWISE:					100.00	100.00	
DAVIS COUNTY GOVERNMENT							
111322	36700	DAVIS COUNTY GOVERNMENT	111669	APR 2021 911 SHARED SYSTEM	823.51	823.51	03/26/2021
Total DAVIS COUNTY GOVERNMENT:					823.51	823.51	
DAVIS, AUBREY							
111323	33935	DAVIS, AUBREY	03152021	MILEAGE	165.76	165.76	03/26/2021
111323	33935	DAVIS, AUBREY	03192021	MILEAGE	82.88	82.88	03/26/2021
Total DAVIS, AUBREY:					248.64	248.64	
DELTA GLOVES							
111324	31604	DELTA GLOVES	INV169416	JAIL	407.00	407.00	03/26/2021
Total DELTA GLOVES:					407.00	407.00	
DEMCO, INC.							
111325	14310	DEMCO, INC.	6923841	library	210.01	210.01	03/26/2021
Total DEMCO, INC.:					210.01	210.01	
DESERT MOUNTAIN CORPORATION							
111326	34483	DESERT MOUNTAIN CORPORA	20-81534	ROAD	2,688.72	2,688.72	03/26/2021
Total DESERT MOUNTAIN CORPORATION:					2,688.72	2,688.72	
EARLEPRESS INC							
111327	36085	EARLEPRESS INC	232041	AIRPORT/PARKING ENVELOPE	633.47	633.47	03/26/2021
Total EARLEPRESS INC:					633.47	633.47	
ELLIOTT DATA SYSTEMS, INC.							
111328	36727	ELLIOTT DATA SYSTEMS, INC.	C107503	GRAND COUNTY SHERIFFS OF	1,581.00	1,581.00	03/26/2021
Total ELLIOTT DATA SYSTEMS, INC.:					1,581.00	1,581.00	
FLOORING AMERICA							
111329	32567	FLOORING AMERICA	3673	OSTA/NEW FLOORING CONFER	7,188.00	7,188.00	03/26/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
Total FLOORING AMERICA:					7,188.00	7,188.00	
FRANK VACCARO PLUMBING INC							
111330	30321	FRANK VACCARO PLUMBING I	60537	MUSEUM	219.83	219.83	03/26/2021
Total FRANK VACCARO PLUMBING INC:					219.83	219.83	
FRY,AARON							
111331	36010	FRY,AARON	03242021	CLOTHING REIMBURSEMENT	260.64	260.64	03/26/2021
111331	36010	FRY,AARON	03242021	TRAINING REIMBURSEMENT	30.00	30.00	03/26/2021
Total FRY,AARON:					290.64	290.64	
GALLS LLC							
111332	15885	GALLS LLC	017689448	AIRPORT	43.90	43.90	03/26/2021
Total GALLS LLC:					43.90	43.90	
GEMPLER'S INC.							
111333	16050	GEMPLER'S INC.	INV000446447	AIRPORT	60.98	60.98	03/26/2021
Total GEMPLER'S INC.:					60.98	60.98	
GOVCONNECTION INC							
111334	30872	GOVCONNECTION INC	55800336	AIRPORT	74.05-	74.05-	03/26/2021
111334	30872	GOVCONNECTION INC	70696166	PLANNING & ZONING	78.85-	78.85-	03/26/2021
111334	30872	GOVCONNECTION INC	70200651	SHERIFF	75.90-	75.90-	03/26/2021
111334	30872	GOVCONNECTION INC	70593446	COVID-19	1,136.11	1,136.11	03/26/2021
111334	30872	GOVCONNECTION INC	70747121	JUSTICE COURT	829.66	829.66	03/26/2021
111334	30872	GOVCONNECTION INC	55781375	AIRPORT	53.96-	53.96-	03/26/2021
111334	30872	GOVCONNECTION INC	70593450	JUSTICE COURT	654.55	654.55	03/26/2021
Total GOVCONNECTION INC:					2,337.56	2,337.56	
GRAINGER							
111335	16310	GRAINGER	9827648743	AIRPORT	423.00-	423.00-	03/26/2021
111335	16310	GRAINGER	9818740780	AIRPORT	17.28	17.28	03/26/2021
111335	16310	GRAINGER	9816337134	AIRPORT	164.74	164.74	03/26/2021
111335	16310	GRAINGER	9836753625	AIRPORT	103.04	103.04	03/26/2021
111335	16310	GRAINGER	9828727942	AIRPORT	60.76	60.76	03/26/2021
111335	16310	GRAINGER	9818740772	AIRPORT	200.72	200.72	03/26/2021
Total GRAINGER:					123.54	123.54	
GRAND COUNTY SOLID WASTE							
111336	16460	GRAND COUNTY SOLID WASTE	1Q21TRT	TRT 2021 Q1	75,000.00	75,000.00	03/26/2021
Total GRAND COUNTY SOLID WASTE:					75,000.00	75,000.00	
GUNNIES INC.							
111337	34686	GUNNIES INC.	469897	CURT BREWER/CLOTHING	41.82	41.82	03/26/2021
Total GUNNIES INC.:					41.82	41.82	
HAZLETON, CALVIN							
111338	36729	HAZLETON, CALVIN	03262021	CLOTHING REIMBURSEMENT	164.40	164.40	03/26/2021
111338	36729	HAZLETON, CALVIN	03072021	PER DIEM FOR DINNER FOR P	252.00	252.00	03/26/2021

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111338	36729	HAZLETON, CALVIN	03072021	PER DIEM FOR DINNER FOR P	252.00	252.00	03/26/2021
111338	36729	HAZLETON, CALVIN	03162021	PER DIEM FOR DINNER FOR P	140.00	140.00	03/26/2021
Total HAZLETON, CALVIN:					808.40	808.40	
L.N. CURTIS & SONS							
111339	32698	L.N. CURTIS & SONS	INV469420	AIRPORT	900.00	900.00	03/26/2021
111339	32698	L.N. CURTIS & SONS	INV469137	AIRPORT	254.00	254.00	03/26/2021
111339	32698	L.N. CURTIS & SONS	CM25471	SHERIFF	110.00	110.00	03/26/2021
Total L.N. CURTIS & SONS:					1,044.00	1,044.00	
LAWSON PRODUCTS							
111340	35809	LAWSON PRODUCTS	9308288403	ROAD	211.00	211.00	03/26/2021
Total LAWSON PRODUCTS:					211.00	211.00	
LYNN'S EMBROIDERY							
111342	34333	LYNN'S EMBROIDERY	611085	SANDFLATS	186.00	186.00	03/26/2021
Total LYNN'S EMBROIDERY:					186.00	186.00	
MIDWEST TAPE							
111343	35719	MIDWEST TAPE	500148457	LIBRARY	35.23	35.23	03/26/2021
Total MIDWEST TAPE:					35.23	35.23	
MOAB CITY INC.							
111344	20755	MOAB CITY INC.	338462	ATTORNEY'S VOCA GRANT	4,940.00	4,940.00	03/26/2021
Total MOAB CITY INC.:					4,940.00	4,940.00	
MOAB REGIONAL HOSPITAL							
111345	33329	MOAB REGIONAL HOSPITAL	15156-0027-00	C. COWAN	91.53	91.53	03/26/2021
111345	33329	MOAB REGIONAL HOSPITAL	29742-0039-00	R. VANWINKLE	84.00	84.00	03/26/2021
111345	33329	MOAB REGIONAL HOSPITAL	89580-0003-00	A. BISCHOFF	84.00	84.00	03/26/2021
111345	33329	MOAB REGIONAL HOSPITAL	30141-0055-00	W. SHAY	94.50	94.50	03/26/2021
111345	33329	MOAB REGIONAL HOSPITAL	29742-0040-00	R. VANWINKLE	84.00	84.00	03/26/2021
111345	33329	MOAB REGIONAL HOSPITAL	2941453-0010-	C. GONZALES	84.00	84.00	03/26/2021
111345	33329	MOAB REGIONAL HOSPITAL	15156-0027-00	C. COWAN	461.92	461.92	03/26/2021
111345	33329	MOAB REGIONAL HOSPITAL	29742-0041-00	R. VANWINKLE	84.00	84.00	03/26/2021
111345	33329	MOAB REGIONAL HOSPITAL	2941453-0009-	C. GONZALES	58.80	58.80	03/26/2021
111345	33329	MOAB REGIONAL HOSPITAL	30141-0056-00	W. SHAY	84.00	84.00	03/26/2021
Total MOAB REGIONAL HOSPITAL:					1,210.75	1,210.75	
MOAB WASH & FOLD							
111346	35644	MOAB WASH & FOLD	21-298	SEARCH & RESCUE	16.50	16.50	03/26/2021
Total MOAB WASH & FOLD:					16.50	16.50	
MORGAN, HAPPY							
111347	21165	MORGAN, HAPPY	FEB 2021	PUBLIC DEFENDER	450.00	450.00	03/26/2021
111347	21165	MORGAN, HAPPY	FEB 2021	PUBLIC DEFENDER	450.00	450.00	03/26/2021
111347	21165	MORGAN, HAPPY	FEB 2021	PUBLIC DEFENDER	135.00	135.00	03/26/2021
111347	21165	MORGAN, HAPPY	FEB 2021	PUBLIC DEFENDER	255.00	255.00	03/26/2021
111347	21165	MORGAN, HAPPY	FEB 2021	PUBLIC DEFENDER	330.00	330.00	03/26/2021
111347	21165	MORGAN, HAPPY	FEB 2021	PUBLIC DEFENDER	465.00	465.00	03/26/2021

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111347	21165	MORGAN, HAPPY	FEB 2021	PUBLIC DEFENDER	510.00	510.00	03/26/2021
Total MORGAN, HAPPY:					2,595.00	2,595.00	
MOUNT OLYMPUS WATERS, INC.							
111348	31323	MOUNT OLYMPUS WATERS, IN	15699071 0318	TRAVEL COUNCIL	25.03	25.03	03/26/2021
Total MOUNT OLYMPUS WATERS, INC.:					25.03	25.03	
NUTRIEN AG SOLUTIONS							
111349	35980	NUTRIEN AG SOLUTIONS	44481142	AIRPORT	281.50	281.50	03/26/2021
111349	35980	NUTRIEN AG SOLUTIONS	44481143	GRAND CENTER	368.75	368.75	03/26/2021
Total NUTRIEN AG SOLUTIONS:					650.25	650.25	
OFFICE DEPOT, INC							
111350	22060	OFFICE DEPOT, INC	157592260001	AIRPORT	69.99	69.99	03/26/2021
111350	22060	OFFICE DEPOT, INC	156875145001	AIRPORT	15.33	15.33	03/26/2021
111350	22060	OFFICE DEPOT, INC	157592271001	AIRPORT	69.99	69.99	03/26/2021
Total OFFICE DEPOT, INC:					155.31	155.31	
PINYON MESA AUTOMATICS LLC							
111351	34595	PINYON MESA AUTOMATICS LL	3341	AIRPORT	1,302.60	1,302.60	03/26/2021
Total PINYON MESA AUTOMATICS LLC:					1,302.60	1,302.60	
PITNEY BOWES, INC							
111352	22875	PITNEY BOWES, INC	JAN 2021	LIBRARY POSTAGE/8000-9090-1	477.97	477.97	03/26/2021
Total PITNEY BOWES, INC:					477.97	477.97	
PUBLIC EMPLOYEE							
111353	23205	PUBLIC EMPLOYEE	MAR 2021	MMAD HEALTH INS	2,161.00	2,161.00	03/26/2021
Total PUBLIC EMPLOYEE:					2,161.00	2,161.00	
RIO ROJO DESIGN & SALES							
111354	33784	RIO ROJO DESIGN & SALES	068	GRAND CENTER	250.00	250.00	03/26/2021
Total RIO ROJO DESIGN & SALES:					250.00	250.00	
RKB SERVICES LLC							
111355	35942	RKB SERVICES LLC	68	AIRPORT	500.00	500.00	03/26/2021
Total RKB SERVICES LLC:					500.00	500.00	
SAFETY-KLEEN SYSTEMS. INC							
111356	36728	SAFETY-KLEEN SYSTEMS. INC	85238896	GRAND COUNTY SHERIFF	804.39	804.39	03/26/2021
Total SAFETY-KLEEN SYSTEMS. INC:					804.39	804.39	
SIGN EDGE INC.							
111357	35335	SIGN EDGE INC.	30420	AIRPORT	42.00	42.00	03/26/2021
111357	35335	SIGN EDGE INC.	30420	AIRPORT	101.00	101.00	03/26/2021
Total SIGN EDGE INC.:					143.00	143.00	

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
SOUTHEASTERN UTAH HEALTH DEPARTMENT							
111358	25330	SOUTHEASTERN UTAH HEALT	FEB 2021	AIRPORT	15.00	15.00	03/26/2021
Total SOUTHEASTERN UTAH HEALTH DEPARTMENT:					15.00	15.00	
SYMBOLARTS INC							
111359	26060	SYMBOLARTS INC	0367053-IN	CONNIE COOK	129.00	129.00	03/26/2021
Total SYMBOLARTS INC:					129.00	129.00	
THE PAINT CORNER							
111360	36098	THE PAINT CORNER	17159	OSTA	81.50	81.50	03/26/2021
Total THE PAINT CORNER:					81.50	81.50	
TURNER LUMBER COMPANY							
111361	26920	TURNER LUMBER COMPANY	2101-209469	sEARCH & RESCUE	3.78	3.78	03/26/2021
Total TURNER LUMBER COMPANY:					3.78	3.78	
VERIZON WIRELESS							
111362	27995	VERIZON WIRELESS	9875469718	Al Cymbaluk/Investigations	62.69	62.69	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Colton Brimhall	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Brad Hines	40.03	40.03	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Jenny Swenson	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Al Cymbaluk	40.05	40.05	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Fire Warden	52.69	52.69	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Cassie Ipad (Payroll)	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Rick Bailey	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Attorney	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Drug Tracker	52.69	52.69	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Curt Brewer	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Darrel Mecham	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Senior on call	56.44	56.44	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Command Cradlepoint 1	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Justice Court	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Micah Ward	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Landon Leavitt	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Emergency Command 1	33.04	33.04	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	AJ Fry	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Dispatch smartphone	37.68	37.68	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Sandflats	56.46	56.46	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	HR DIRECTOR	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Austin Brewer	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Nate Whitney	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Josh Stalpes	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Steve White I-Pad	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Justice Court	52.69	52.69	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Assessor's I-Pad	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Jamison Wiggins	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Emergency Command 2	33.04	33.04	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Assessor Office	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Aubrey Davis Cjc	42.61	42.61	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Command Cradlepoint 2	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Steve's Toughbook	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	On Call Building Inspector	33.04	33.04	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Mike Palmer	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Josh Hounor	40.01	40.01	03/26/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
111362	27995	VERIZON WIRELESS	9875469718	Bill Jackson	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Bill Hulse	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Shan Hackwell	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Marvin I-Pad	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Office	47.14	47.14	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	MMAD Cell	52.69	52.69	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Family Support	56.60	56.60	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Sandflats	52.69	52.69	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Cole/Building Inspectors	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	New USB Modem SHERIFF	40.01	40.01	03/26/2021
111362	27995	VERIZON WIRELESS	9875469718	Brandon Black	40.01	40.01	03/26/2021
Total VERIZON WIRELESS:					2,042.58	2,042.58	
WAGNER EQUIPMENT							
111363	32798	WAGNER EQUIPMENT	S02W0907022	ROAD	100,944.89	100,944.89	03/26/2021
Total WAGNER EQUIPMENT:					100,944.89	100,944.89	
WF COMMUNICATIONS							
111364	28915	WF COMMUNICATIONS	250994	sEARCH & RESCUE	240.00	240.00	03/26/2021
Total WF COMMUNICATIONS:					240.00	240.00	
WHITNEY, NATHAN							
111365	31002	WHITNEY, NATHAN	03282021	PER DIEM	218.00	218.00	03/26/2021
Total WHITNEY, NATHAN:					218.00	218.00	
Grand Totals:					232,841.60	232,841.60	

Date:

March 29th 2021

County Auditor: _____

Council Chairperson: _____

Council: _____

Council: _____

Check No. _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor Last Check Number = 111308-111365

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor Last Check Number = 111366-111411

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
ARMSTRONG CONSULTANTS, INC.							
111366	10855	ARMSTRONG CONSULTANTS, I	20-196524-08	AIP-3-49-0020-032 & 33-2019	20,032.50	20,032.50	04/02/2021
Total ARMSTRONG CONSULTANTS, INC.:					20,032.50	20,032.50	
BEST DEAL SPRINGS							
111367	33720	BEST DEAL SPRINGS	20005069-00	ROAD	45.50	45.50	04/02/2021
111367	33720	BEST DEAL SPRINGS	20004854-00	ROAD	175.41	175.41	04/02/2021
111367	33720	BEST DEAL SPRINGS	20005275-00	ROAD	25.97	25.97	04/02/2021
111367	33720	BEST DEAL SPRINGS	20004903-00	ROAD	474.71	474.71	04/02/2021
111367	33720	BEST DEAL SPRINGS	20005007-00	ROAD	31.79	31.79	04/02/2021
Total BEST DEAL SPRINGS:					662.38	662.38	
BLUE TARP FINANCIAL, INC.							
111368	34366	BLUE TARP FINANCIAL, INC.	47437970	AIRPORT-126490	287.98	287.98	04/02/2021
Total BLUE TARP FINANCIAL, INC.:					287.98	287.98	
CDW GOVERNMENT INC.							
111369	12830	CDW GOVERNMENT INC.	9185918	TRAVEL COUNCIL	1,382.98	1,382.98	04/02/2021
111369	12830	CDW GOVERNMENT INC.	9514489	CLERK	566.45	566.45	04/02/2021
111369	12830	CDW GOVERNMENT INC.	9266633	TRAVEL COUNCIL	170.00	170.00	04/02/2021
111369	12830	CDW GOVERNMENT INC.	9654314	CLERK	86.11	86.11	04/02/2021
Total CDW GOVERNMENT INC.:					2,205.54	2,205.54	
CENTURYLINK							
111370	33538	CENTURYLINK	MARCH 2021	911 WIRELESS-435-867-3776 54	1,955.88	1,955.88	04/02/2021
Total CENTURYLINK:					1,955.88	1,955.88	
CHASE							
111371	34743	CHASE	0000037747	PRINCIPAL 451894398001	192,000.00	192,000.00	04/02/2021
111371	34743	CHASE	0000037747	INTEREST 451894398001	3,695.70	3,695.70	04/02/2021
Total CHASE:					195,695.70	195,695.70	
CODE PUBLISHING INC.							
111372	34954	CODE PUBLISHING INC.	69166	PLANNING & ZONING	988.65	988.65	04/02/2021
Total CODE PUBLISHING INC.:					988.65	988.65	
CORDERO, RICHARD							
111373	36730	CORDERO, RICHARD	03052021	MILEAGE	228.48	228.48	04/02/2021
111373	36730	CORDERO, RICHARD	02262021	PER DIEM	42.00	42.00	04/02/2021
111373	36730	CORDERO, RICHARD	02262021	MILEAGE	184.80	184.80	04/02/2021
111373	36730	CORDERO, RICHARD	03052021	PER DIEM	43.00	43.00	04/02/2021
Total CORDERO, RICHARD:					498.28	498.28	

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
DAVIS, AUBREY							
111374	33935	DAVIS, AUBREY	04012021	MILEAGE	255.36	255.36	04/02/2021
Total DAVIS, AUBREY:					255.36	255.36	
FARM & CITY GENERAL STORES							
111375	15275	FARM & CITY GENERAL STORE	120156	MAINT	65.99	65.99	04/02/2021
Total FARM & CITY GENERAL STORES:					65.99	65.99	
FCCBH/4 CORNERS COMM.BEHAV.HEA							
111376	15340	FCCBH/4 CORNERS COMM.BE	JAN & FEB 202	DUI EVALUATIONS	375.00	375.00	04/02/2021
Total FCCBH/4 CORNERS COMM.BEHAV.HEA:					375.00	375.00	
FRANCO, TURENA							
111377	36731	FRANCO, TURENA	2322	REFUND CASE 195001994	400.00	400.00	04/02/2021
Total FRANCO, TURENA:					400.00	400.00	
GATEWAY MAPPING INC.							
111378	35058	GATEWAY MAPPING INC.	0141527	GRAND COUNTY CEMETERY-00	36.00	36.00	04/02/2021
Total GATEWAY MAPPING INC.:					36.00	36.00	
GRAFIX SHOPPE							
111379	34943	GRAFIX SHOPPE	138136	SHERIFF	2,204.53	2,204.53	04/02/2021
Total GRAFIX SHOPPE:					2,204.53	2,204.53	
GRAINGER							
111380	16310	GRAINGER	9843727687	AIRPORT	57.60	57.60	04/02/2021
111380	16310	GRAINGER	9843727695	AIRPORT	44.10	44.10	04/02/2021
111380	16310	GRAINGER	9843727679	AIRPORT	41.07	41.07	04/02/2021
111380	16310	GRAINGER	9844440264	AIRPORT	365.67	365.67	04/02/2021
Total GRAINGER:					508.44	508.44	
GRAND COUNTY RECREATION SPECIAL SER. DIS							
111381	36629	GRAND COUNTY RECREATION	03152021	ESTABLISHING & PROMOTING	65,000.00	65,000.00	04/02/2021
Total GRAND COUNTY RECREATION SPECIAL SER. DIS:					65,000.00	65,000.00	
HIGH COUNTRY SIGNS & OUTDOOR ADVERTISING							
111382	17385	HIGH COUNTRY SIGNS & OUTD	2020-329	BILLBOARD RENT	400.00	400.00	04/02/2021
Total HIGH COUNTRY SIGNS & OUTDOOR ADVERTISING:					400.00	400.00	
HOGAN & ASSOCIATES CONSTRUCTION							
111383	35297	HOGAN & ASSOCIATES CONST	2	GRAND COUNTY MBA-EMS BUI	173,901.30	173,901.30	04/02/2021
111383	35297	HOGAN & ASSOCIATES CONST	3	GRAND COUNTY MBA-EMS BUI	302,171.25	302,171.25	04/02/2021
Total HOGAN & ASSOCIATES CONSTRUCTION:					476,072.55	476,072.55	
INCONTACT, INC.							
111384	32140	INCONTACT, INC.	6779114	TRAVEL COUNCIL	45.55	45.55	04/02/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
Total INCONTACT, INC.:					45.55	45.55	
INTERMOUNTAIN POLYGRAPH SVC							
111385	30513	INTERMOUNTAIN POLYGRAPH	02-21	RONALD DOLPHIN	200.00	200.00	04/02/2021
111385	30513	INTERMOUNTAIN POLYGRAPH	03-21	RICHARD CORDERO	200.00	200.00	04/02/2021
Total INTERMOUNTAIN POLYGRAPH SVC:					400.00	400.00	
INTERNATIONAL CODE COUNCIL							
111386	18165	INTERNATIONAL CODE COUNCIL	101061187	BUILDING INSPECTOR	269.00	269.00	04/02/2021
Total INTERNATIONAL CODE COUNCIL:					269.00	269.00	
JONES & DEMILLE ENGINEERING INC							
111387	35417	JONES & DEMILLE ENGINEERING	0124144	1909-041.00 GC EMS	35,102.05	35,102.05	04/02/2021
111387	35417	JONES & DEMILLE ENGINEERING	0123178	1909-041.00 GC EMS	112,275.00	112,275.00	04/02/2021
111387	35417	JONES & DEMILLE ENGINEERING	0124427	1909-041.00 GC EMS	34,205.04	34,205.04	04/02/2021
Total JONES & DEMILLE ENGINEERING INC:					181,582.09	181,582.09	
JUSTICE WORKS, LLC							
111388	36733	JUSTICE WORKS, LLC	14649	DEFENDER DATA PRIME SYSTEMS	4,500.00	4,500.00	04/02/2021
Total JUSTICE WORKS, LLC:					4,500.00	4,500.00	
KHOKHWAM, THEKNIK							
111389	36732	KHOKHWAM, THEKNIK	2396	REFUND CASE #19100465	1,420.00	1,420.00	04/02/2021
Total KHOKHWAM, THEKNIK:					1,420.00	1,420.00	
KNOWLES HOME FURNISHING							
111390	19095	KNOWLES HOME FURNISHING	473592	MAINTENANCE	9.95	9.95	04/02/2021
Total KNOWLES HOME FURNISHING:					9.95	9.95	
KS STATEBANK							
111391	35774	KS STATEBANK	APRIL 2021	DISPATCH	1,066.82	1,066.82	04/02/2021
Total KS STATEBANK:					1,066.82	1,066.82	
MOAB CITY INC.							
111392	20755	MOAB CITY INC.	FEB-MAR 2021	ROAD SHOP WATER	3,746.11	3,746.11	04/02/2021
111392	20755	MOAB CITY INC.	FEB-MAR 2021	Weed SHOP WATER	4.69	4.69	04/02/2021
Total MOAB CITY INC.:					3,750.80	3,750.80	
MOAB HEAT N COOL, LLC							
111393	30302	MOAB HEAT N COOL, LLC	1022959-1	TRAVEL COUNCIL	92.60	92.60	04/02/2021
Total MOAB HEAT N COOL, LLC:					92.60	92.60	
NELSON, TROY							
111394	36734	NELSON, TROY	03302021	BOOT REIMBURSEMENT	99.98	99.98	04/02/2021
Total NELSON, TROY:					99.98	99.98	

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
NICHOLAS AND COMPANY							
111395	21780	NICHOLAS AND COMPANY	7501927	JAIL	1,162.73	1,162.73	04/02/2021
111395	21780	NICHOLAS AND COMPANY	7516590	JAIL	189.53	189.53	04/02/2021
111395	21780	NICHOLAS AND COMPANY	7494911	JAIL	201.72	201.72	04/02/2021
111395	21780	NICHOLAS AND COMPANY	7509243	JAIL	1,390.52	1,390.52	04/02/2021
111395	21780	NICHOLAS AND COMPANY	7516590	JAIL	1,562.35	1,562.35	04/02/2021
111395	21780	NICHOLAS AND COMPANY	7494911	JAIL	74.44	74.44	04/02/2021
111395	21780	NICHOLAS AND COMPANY	7501927	JAIL	178.66	178.66	04/02/2021
111395	21780	NICHOLAS AND COMPANY	7494911	JAIL	1,364.89	1,364.89	04/02/2021
111395	21780	NICHOLAS AND COMPANY	7523630	JAIL	17.71	17.71	04/02/2021
111395	21780	NICHOLAS AND COMPANY	7501927	JAIL	178.82	178.82	04/02/2021
111395	21780	NICHOLAS AND COMPANY	7516590	JAIL	57.49	57.49	04/02/2021
111395	21780	NICHOLAS AND COMPANY	7523630	JAIL	1,180.72	1,180.72	04/02/2021
Total NICHOLAS AND COMPANY:					7,559.58	7,559.58	
OFFICE ETC.							
111396	22070	OFFICE ETC.	473007	ATTORNEY	36.18	36.18	04/02/2021
111396	22070	OFFICE ETC.	472946	GRAND CENTER	1,152.00	1,152.00	04/02/2021
Total OFFICE ETC.:					1,188.18	1,188.18	
RELADYNE WEST LLC							
111397	36021	RELADYNE WEST LLC	0723594-IN	DYED DSL #2	14,195.51	14,195.51	04/02/2021
111397	36021	RELADYNE WEST LLC	0723594-IN	UNLEADED FUEL	2,814.53	2,814.53	04/02/2021
Total RELADYNE WEST LLC:					17,010.04	17,010.04	
RIVER CANYON WIRELESS							
111398	33676	RIVER CANYON WIRELESS	42460	SANDFLATS	45.99	45.99	04/02/2021
Total RIVER CANYON WIRELESS:					45.99	45.99	
RIVERSIDE PLUMBING & HEATING							
111399	23930	RIVERSIDE PLUMBING & HEATING	12800	osta supplies	18.95	18.95	04/02/2021
111399	23930	RIVERSIDE PLUMBING & HEATING	12657	MIC	10.55	10.55	04/02/2021
111399	23930	RIVERSIDE PLUMBING & HEATING	12654	MIC	33.85	33.85	04/02/2021
Total RIVERSIDE PLUMBING & HEATING:					63.35	63.35	
ROBERT I. MERRILL CO.							
111400	34210	ROBERT I. MERRILL CO.	818609	UHP	31.00	31.00	04/02/2021
Total ROBERT I. MERRILL CO.:					31.00	31.00	
ROUZER, STEVE M.D.							
111401	32994	ROUZER, STEVE M.D.	20210003	F. LEON	50.00	50.00	04/02/2021
111401	32994	ROUZER, STEVE M.D.	20210003	C. GONZALES	50.00	50.00	04/02/2021
111401	32994	ROUZER, STEVE M.D.	20210003	T. HAKIM	50.00	50.00	04/02/2021
111401	32994	ROUZER, STEVE M.D.	20210003	T. JONES	50.00	50.00	04/02/2021
111401	32994	ROUZER, STEVE M.D.	20210003	S. SOLT	50.00	50.00	04/02/2021
111401	32994	ROUZER, STEVE M.D.	20210003	C. SOLT	50.00	50.00	04/02/2021
111401	32994	ROUZER, STEVE M.D.	20210003	R. KEIR	50.00	50.00	04/02/2021
111401	32994	ROUZER, STEVE M.D.	20210003	W. SHAY	50.00	50.00	04/02/2021
111401	32994	ROUZER, STEVE M.D.	20210003	S. KUANECK	50.00	50.00	04/02/2021
111401	32994	ROUZER, STEVE M.D.	20210003	A. BISCHOFF	50.00	50.00	04/02/2021
111401	32994	ROUZER, STEVE M.D.	20210003	M. BLACKETER	50.00	50.00	04/02/2021
111401	32994	ROUZER, STEVE M.D.	20210003	A. HEMPHILL	50.00	50.00	04/02/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
111401	32994	ROUZER, STEVE M.D.	20210003	C. SOLT	50.00	50.00	04/02/2021
Total ROUZER, STEVE M.D.:					650.00	650.00	
SIGN EDGE INC.							
111402	35335	SIGN EDGE INC.	30518	AIRPORT	336.00	336.00	04/02/2021
Total SIGN EDGE INC.:					336.00	336.00	
SIMS, KELLEY							
111403	36735	SIMS, KELLEY	2399	REFUND CASE #211000003 (CO	500.00	500.00	04/02/2021
Total SIMS, KELLEY:					500.00	500.00	
SPANISH VALLEY PEST CONTROL							
111404	25415	SPANISH VALLEY PEST CONTR	17222	GRAND CENTER	75.00	75.00	04/02/2021
Total SPANISH VALLEY PEST CONTROL:					75.00	75.00	
SYMBOLARTS INC							
111405	26060	SYMBOLARTS INC	0369794-IN	sheriff	100.00	100.00	04/02/2021
111405	26060	SYMBOLARTS INC	0369794-IN	JAIL	85.00	85.00	04/02/2021
Total SYMBOLARTS INC:					185.00	185.00	
THE PAINT CORNER							
111406	36098	THE PAINT CORNER	17188	OSTA	73.78	73.78	04/02/2021
Total THE PAINT CORNER:					73.78	73.78	
TURNER LUMBER COMPANY							
111407	26920	TURNER LUMBER COMPANY	2103-214535	TrailS	115.35	115.35	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-216195	road	39.98	39.98	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-217554	TrailS	75.98	75.98	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-214883	road	27.99	27.99	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-214657	CEMETERY	4.54	4.54	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-217983	library	165.52	165.52	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-214506	road	13.18	13.18	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-215708	WEED	10.99	10.99	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-216961	TrailS	29.99	29.99	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-218523	TrailS	14.34	14.34	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-214388	CEMETERY	15.98	15.98	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-218814	CEMETERY	57.28	57.28	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-215547	SAND FLATS	316.24	316.24	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-216489	osta/CAPITAL WORKS	51.93	51.93	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-218081	osta/CAPITAL WORKS	23.98	23.98	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-215239	CEMETERY	41.97	41.97	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-215951	library	23.76	23.76	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-214423	TrailS	203.91	203.91	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-215708	WEED	59.98	59.98	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-216791	airport	36.98	36.98	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-218503	TrailS	56.44	56.44	04/02/2021
111407	26920	TURNER LUMBER COMPANY	2103-218145	CEMETERY	6.98	6.98	04/02/2021
Total TURNER LUMBER COMPANY:					1,337.31	1,337.31	
VERIZON WIRELESS							
111408	27995	VERIZON WIRELESS	9876037618	TRANSWESTERN	52.98	52.98	04/02/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
Total VERIZON WIRELESS:					52.98	52.98	
VISA-ZIONS FIRST NAT. BANK							
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	DAVIS/6341	.24	.24	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	DAVIS/6341	69.49	69.49	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	DAVIS/6341	41.92	41.92	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	SWENSON/7703	95.00	95.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	LAWLEY/8644	44.58	44.58	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	FUGIT/8693	387.11	387.11	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	RIBERIA/8792	39.05	39.05	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	BAKER/1101	152.91	152.91	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	HOWLAND/2547	1,710.00	1,710.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	HALL/4303	101.30-	101.30-	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	C. BREWER/9054	114.12	114.12	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	WHITE OFFICE/1753	149.00	149.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	MECHAM/2454	109.44	109.44	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	KAUFFMAN/1050	322.00	322.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	HACKWELL/5654	200.00	200.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	WHITE/2861	150.00	150.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	WHITE/2861	41.38	41.38	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	WHITE/2861	64.71	64.71	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	GIZLER/4214	38.41	38.41	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	GIZLER/4214	150.00	150.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	M. PALMER/4289	18.88	18.88	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	BRAND/4842	60.27	60.27	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	STAPLES/4221	29.42	29.42	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	DAVIS/6341	76.13	76.13	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	DAVIS/6341	30.00	30.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	SWENSON/7703	30.00	30.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	SLOAN/8529	60.00	60.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	LAWLEY/8644	110.90	110.90	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	FUGIT/8693	5.92-	5.92-	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	RIBERIA/8792	9.20	9.20	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	BAKER/1101	99.95	99.95	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	FRY/2943	6.56	6.56	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	BOOK/6605	139.95	139.95	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	VALDES/0557	285.00	285.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	MECHAM/2454	475.51	475.51	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	HONOUR/6951	122.18	122.18	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	KAUFFMAN/1050	1.00	1.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	HACKWELL/5654	37.62	37.62	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	WHITE/2861	355.79	355.79	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	WHITE/2861	77.63	77.63	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	WEBSTER/3729	94.19	94.19	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	GIZLER/4214	50.00	50.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	LOPEZ/4222	166.85	166.85	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	BRAND/4842	60.27	60.27	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	DAVIS/6341	12.00	12.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	DAVIS/6341	21.22	21.22	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	DAVIS/6341	6.51	6.51	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	SWENSON/7703	40.00	40.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	LAWLEY/8644	170.27	170.27	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	FUGIT/8693	30.15	30.15	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	RIBERIA/8792	32.61	32.61	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	BAKER/1101	320.55	320.55	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	HULSE/2406	6.00	6.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	HALL/4303	101.30	101.30	04/01/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	C. BREWER/9054	856.80	856.80	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	WHITE OFFICE/1753	149.00	149.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	MECHAM/2454	492.52	492.52	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	BLACK/7157	37.05	37.05	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	CENICEROS/8659	89.94	89.94	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	WHITE/2861	475.00	475.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	WHITE/2861	103.94	103.94	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	WHITE/2861	40.20	40.20	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	GIZLER/4214	166.38	166.38	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	GIZLER/4214	79.95	79.95	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	LOPEZ/4222	767.84	767.84	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	BRAND/4842	85.91	85.91	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	STAPLES/4221	27.61	27.61	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	DAVIS/6341	5.34	5.34	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	DAVIS/6341	30.40	30.40	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	SWENSON/7703	100.00	100.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	SLOAN/8529	85.00	85.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	FUGIT/8693	156.21	156.21	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	FUGIT/8693	39.95	39.95	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	RIBERIA/8792	154.83	154.83	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	BAKER/1101	295.00	295.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	SOLSVIG/4212	29.00	29.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	BOOK/6605	11.95	11.95	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	WHITE OFFICE/1753	69.79	69.79	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	MECHAM/2454	475.51	475.51	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	BLACK/7157	63.84	63.84	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	HIGGS/1951	125.00	125.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	A. BREWER/5753	100.34	100.34	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	WHITE/2861	20.00	20.00	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	WHITE/2861	101.26	101.26	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	WEBSTER/3729	42.98	42.98	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	GIZLER/4214	7.60	7.60	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	LOPEZ/4222	28.02	28.02	04/01/2021
111409	28115	VISA-ZIONS FIRST NAT. BANK	MARCH 2021	BRAND/4842	215.33	215.33	04/01/2021
Total VISA-ZIONS FIRST NAT. BANK:					12,439.54	12,439.54	
WALKER DRUG							
111410	29324	WALKER DRUG	166444	MAINT	14.27	14.27	04/02/2021
111410	29324	WALKER DRUG	166579	SANDFLATS	16.99	16.99	04/02/2021
111410	29324	WALKER DRUG	166550	OSTA	7.00	7.00	04/02/2021
111410	29324	WALKER DRUG	166581	FAMILY SUPPORT CENTER	17.99	17.99	04/02/2021
111410	29324	WALKER DRUG	166457	EXTENSION	35.98	35.98	04/02/2021
111410	29324	WALKER DRUG	166662	AIRPORT	1.49	1.49	04/02/2021
111410	29324	WALKER DRUG	166524	OSTA	5.99	5.99	04/02/2021
111410	29324	WALKER DRUG	166662	AIRPORT	19.43	19.43	04/02/2021
Total WALKER DRUG:					119.14	119.14	
WIGGINS, AMY							
111411	36081	WIGGINS, AMY	03232021	MILEAGE	70.00	70.00	04/02/2021
Total WIGGINS, AMY:					70.00	70.00	
Grand Totals:					1,002,618.46	1,002,618.4	

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
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Date: _____

County Auditor: _____

Council Chairperson: _____

Council: _____

Council: _____

Check No. _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor.Last Check Number = 111366-111411

Report Criteria:

Report type: Summary

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Check.Check number = {SQL} (tblCheck.CheckNumber in (SELECT  c.CheckNumber
FROM      dbo.tblCheck c INNER JOIN
          dbo.tblCheckDetail cd ON c.ID = cd.tblCheckID
GROUP BY c.CheckNumber
HAVING    (SUM(cd.Amount) >= 10000)))
Check.Type = {<>} "Adjustment"
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Payee	Check Number	Amount
ARMSTRONG CONSULTANTS, INC.	111230	11,123.00
UTAH LOCAL GOVERNMENT TRUST	111276	12,306.99
UTAH STATE DIV OF FINANCE	111277	160,633.17
UTAH STATE TREASURER	111278	14,655.96
LEGRAND JOHNSON CONSTRUCTION	111292	837,575.09
GRAND COUNTY SOLID WASTE	111336	75,000.00
WAGNER EQUIPMENT	111363	100,944.89
ARMSTRONG CONSULTANTS, INC.	111366	20,032.50
CHASE	111371	195,695.70
GRAND COUNTY RECREATION SPECIAL SER. DIS	111381	65,000.00
HOGAN & ASSOCIATES CONSTRUCTION	111383	476,072.55
JONES & DEMILLE ENGINEERING INC	111387	181,582.09
RELADYNE WEST LLC	111397	17,010.04
VISA-ZIONS FIRST NAT. BANK	111409	12,439.54
Grand Totals:		2,180,071.52

Report Criteria:

Paid transmittals included

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
1							
1	DESERT RIVERS CREDIT	33519	03/21/2021	70-02	EMPLOYEE W/H Grand County Credit	10-2242000-000	300.00
Total 1:							300.00
4							
4	GRAND COUNTY TREAS	33520	03/21/2021	66-00	EMPLOYEE W/H Grand County Treasur	10-2240000-000	394.85
4	GRAND COUNTY TREAS	33520	03/21/2021	66-00	EMPLOYEE W/H Grand County Treasur	21-2240000-000	51.00
4	GRAND COUNTY TREAS	33520	03/21/2021	66-00	EMPLOYEE W/H Grand County Treasur	45-2240000-000	56.00
Total 4:							501.85
28							
28	UTAH RETIREMENT SYS	33515	03/21/2021	55-02	MISSED 2.27% EE PAID- R. SANCHEZ	10-2260000-000	33.15
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-01	Utah Retirement T1 401(K) Pay Period:	10-2261000-000	2,169.73
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-01	Utah Retirement T1 401(K) Pay Period:	21-2261000-000	278.69
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-01	Utah Retirement T1 401(K) Pay Period:	70-2261000-000	350.00
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-01	Utah Retirement T1 401(K) Pay Period:	72-2261000-000	514.56
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-01	Utah Retirement T1 401(K) Pay Period:	76-2261000-000	1,000.00
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-01	Utah Retirement T1 401(K) Pay Period:	10-2261000-000	1,270.34
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-01	Utah Retirement T1 401(K) Pay Period:	21-2261000-000	495.30
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-01	Utah Retirement T1 401(K) Pay Period:	23-2261000-000	46.10
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-01	Utah Retirement T1 401(K) Pay Period:	25-2261000-000	27.72
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-01	Utah Retirement T1 401(K) Pay Period:	46-2261000-000	39.86
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-01	Utah Retirement T1 401(K) Pay Period:	70-2261000-000	143.03
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-01	Utah Retirement T1 401(K) Pay Period:	72-2261000-000	206.66
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-01	Utah Retirement T1 401(K) Pay Period:	75-2261000-000	39.80
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-01	Utah Retirement T1 401(K) Pay Period:	76-2261000-000	57.91
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-02	Utah Retirement T1 401(K) Pol Pay Peri	10-2261000-000	2,159.76
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	10-2261000-000	889.44
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	21-2261000-000	75.92
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	23-2261000-000	119.31
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	72-2261000-000	60.00
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	10-2261000-000	508.03
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	21-2261000-000	89.37
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	23-2261000-000	73.75
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	25-2261000-000	14.06
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	45-2261000-000	17.94
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	46-2261000-000	21.38
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	70-2261000-000	14.12
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	72-2261000-000	44.42
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	76-2261000-000	26.40
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-07	Utah Retirement T2 DB PS HYB 401(K)	10-2261000-000	295.67
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-08	Utah Retirement T2 DC 401(K) Pay Peri	10-2261000-000	369.60
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-08	Utah Retirement T2 DC 401(K) Pay Peri	10-2261000-000	1,938.69
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-09	Utah Retirement T2 DC PS 401(K) Pay	10-2261000-000	200.00
28	UTAH RETIREMENT SYS	4221102	03/21/2021	40-09	Utah Retirement T2 DC PS 401(K) Pay	10-2261000-000	567.57
28	UTAH RETIREMENT SYS	4221102	03/21/2021	41-01	Utah Retirement 457 Pay Period: 3/21/2	10-2263000-000	510.88
28	UTAH RETIREMENT SYS	4221102	03/21/2021	41-01	Utah Retirement 457 Pay Period: 3/21/2	21-2263000-000	42.84
28	UTAH RETIREMENT SYS	4221102	03/21/2021	41-01	Utah Retirement 457 Pay Period: 3/21/2	23-2263000-000	75.00
28	UTAH RETIREMENT SYS	4221102	03/21/2021	42-00	Utah Retirement ROTH IRA Pay Period:	10-2258000-000	1,860.00
28	UTAH RETIREMENT SYS	4221102	03/21/2021	42-00	Utah Retirement ROTH IRA Pay Period:	23-2258000-000	150.00
28	UTAH RETIREMENT SYS	4221102	03/21/2021	42-00	Utah Retirement ROTH IRA Pay Period:	72-2258000-000	70.00
28	UTAH RETIREMENT SYS	4221102	03/21/2021	43-00	Utah Retirement TRADITIONAL IRA Pa	10-2258000-000	40.00

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
28	UTAH RETIREMENT SYS	4221102	03/21/2021	43-00	Utah Retirement TRADITIONAL IRA Pa	21-2258000-000	5.00
28	UTAH RETIREMENT SYS	4221102	03/21/2021	51-00	Utah Retirement Retirement-repay of loa	10-2259000-000	1,593.01
28	UTAH RETIREMENT SYS	4221102	03/21/2021	51-00	Utah Retirement Retirement-repay of loa	21-2259000-000	270.59
28	UTAH RETIREMENT SYS	4221102	03/21/2021	51-00	Utah Retirement Retirement-repay of loa	75-2259000-000	56.38
28	UTAH RETIREMENT SYS	4221102	03/21/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	10-2260000-000	9,019.20
28	UTAH RETIREMENT SYS	4221102	03/21/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	21-2260000-000	1,586.63
28	UTAH RETIREMENT SYS	4221102	03/21/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	23-2260000-000	1,309.26
28	UTAH RETIREMENT SYS	4221102	03/21/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	25-2260000-000	249.57
28	UTAH RETIREMENT SYS	4221102	03/21/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	45-2260000-000	318.53
28	UTAH RETIREMENT SYS	4221102	03/21/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	46-2260000-000	379.70
28	UTAH RETIREMENT SYS	4221102	03/21/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	70-2260000-000	250.59
28	UTAH RETIREMENT SYS	4221102	03/21/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	72-2260000-000	788.55
28	UTAH RETIREMENT SYS	4221102	03/21/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	76-2260000-000	468.61
28	UTAH RETIREMENT SYS	4221102	03/21/2021	55-02	Utah Retirement T2 DB PS Hybrid Pay	10-2260000-000	566.88
28	UTAH RETIREMENT SYS	4221102	03/21/2021	55-02	Utah Retirement T2 DB PS Hybrid Pay	10-2260000-000	8,571.94
28	UTAH RETIREMENT SYS	4221102	03/21/2021	55-03	Utah Retirement T2 DC Pay Period: 3/	10-2260000-000	1,166.02
28	UTAH RETIREMENT SYS	4221102	03/21/2021	55-03	Utah Retirement T2 DC Pay Period: 3/	47-2260000-000	130.94
28	UTAH RETIREMENT SYS	4221102	03/21/2021	55-04	Utah Retirement T2 DC PS Pay Period:	10-2260000-000	526.62
28	UTAH RETIREMENT SYS	4221102	03/21/2021	90-01	Utah Retirement T1 Non-Contributory R	10-2260000-000	10,900.89
28	UTAH RETIREMENT SYS	4221102	03/21/2021	90-01	Utah Retirement T1 Non-Contributory R	21-2260000-000	4,597.12
28	UTAH RETIREMENT SYS	4221102	03/21/2021	90-01	Utah Retirement T1 Non-Contributory R	23-2260000-000	427.84
28	UTAH RETIREMENT SYS	4221102	03/21/2021	90-01	Utah Retirement T1 Non-Contributory R	25-2260000-000	257.28
28	UTAH RETIREMENT SYS	4221102	03/21/2021	90-01	Utah Retirement T1 Non-Contributory R	46-2260000-000	369.94
28	UTAH RETIREMENT SYS	4221102	03/21/2021	90-01	Utah Retirement T1 Non-Contributory R	70-2260000-000	1,327.51
28	UTAH RETIREMENT SYS	4221102	03/21/2021	90-01	Utah Retirement T1 Non-Contributory R	72-2260000-000	1,918.02
28	UTAH RETIREMENT SYS	4221102	03/21/2021	90-01	Utah Retirement T1 Non-Contributory R	75-2260000-000	369.40
28	UTAH RETIREMENT SYS	4221102	03/21/2021	90-01	Utah Retirement T1 Non-Contributory R	76-2260000-000	537.51
28	UTAH RETIREMENT SYS	4221102	03/21/2021	90-03	Utah Retirement T1 Police Non-Contrib	10-2260000-000	9,970.89
Total 28:							74,841.42

29

29	IRS - FICA/FWT	4221101	03/21/2021	69-04	FICA/FWT SS Deferral Repayment Pay	10-2265000-000	409.95
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	10-2221000-000	14,556.85
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	20-2221000-000	18.60
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	21-2221000-000	1,935.15
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	23-2221000-000	781.00
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	25-2221000-000	222.33
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	30-2221000-000	43.00
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	45-2221000-000	127.78
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	46-2221000-000	376.39
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	47-2221000-000	377.92
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	70-2221000-000	837.37
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	72-2221000-000	1,190.07
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	75-2221000-000	355.21
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	76-2221000-000	349.13
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	10-2221000-000	14,380.43
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	20-2221000-000	18.60
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	21-2221000-000	2,111.57
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	23-2221000-000	781.00
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	25-2221000-000	222.33
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	30-2221000-000	43.00
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	45-2221000-000	127.78
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	46-2221000-000	376.39
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	47-2221000-000	377.92
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	70-2221000-000	837.37
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	72-2221000-000	1,190.07

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	75-2221000-000	355.21
29	IRS - FICA/FWT	4221101	03/21/2021	74-00	FICA/FWT Social Security Pay Period:	76-2221000-000	349.13
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	10-2224000-000	3,363.17
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	20-2224000-000	4.36
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	21-2224000-000	493.84
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	23-2224000-000	182.65
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	25-2224000-000	52.00
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	30-2224000-000	10.06
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	45-2224000-000	29.88
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	46-2224000-000	88.03
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	47-2224000-000	88.38
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	70-2224000-000	195.84
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	72-2224000-000	278.33
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	75-2224000-000	83.07
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	76-2224000-000	81.64
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	10-2224000-000	3,363.17
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	20-2224000-000	4.36
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	21-2224000-000	493.84
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	23-2224000-000	182.65
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	25-2224000-000	52.00
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	30-2224000-000	10.06
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	45-2224000-000	29.88
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	46-2224000-000	88.03
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	47-2224000-000	88.38
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	70-2224000-000	195.84
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	72-2224000-000	278.33
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	75-2224000-000	83.07
29	IRS - FICA/FWT	4221101	03/21/2021	75-00	FICA/FWT Medicare Pay Period: 3/21/2	76-2224000-000	81.64
29	IRS - FICA/FWT	4221101	03/21/2021	76-00	FICA/FWT Federal Withholding Pay Peri	10-2222000-000	22,767.77
29	IRS - FICA/FWT	4221101	03/21/2021	76-00	FICA/FWT Federal Withholding Pay Peri	20-2222000-000	10.38
29	IRS - FICA/FWT	4221101	03/21/2021	76-00	FICA/FWT Federal Withholding Pay Peri	21-2222000-000	3,512.34
29	IRS - FICA/FWT	4221101	03/21/2021	76-00	FICA/FWT Federal Withholding Pay Peri	23-2222000-000	1,453.46
29	IRS - FICA/FWT	4221101	03/21/2021	76-00	FICA/FWT Federal Withholding Pay Peri	25-2222000-000	135.26
29	IRS - FICA/FWT	4221101	03/21/2021	76-00	FICA/FWT Federal Withholding Pay Peri	45-2222000-000	213.06
29	IRS - FICA/FWT	4221101	03/21/2021	76-00	FICA/FWT Federal Withholding Pay Peri	46-2222000-000	477.63
29	IRS - FICA/FWT	4221101	03/21/2021	76-00	FICA/FWT Federal Withholding Pay Peri	70-2222000-000	800.00
29	IRS - FICA/FWT	4221101	03/21/2021	76-00	FICA/FWT Federal Withholding Pay Peri	72-2222000-000	1,440.98
29	IRS - FICA/FWT	4221101	03/21/2021	76-00	FICA/FWT Federal Withholding Pay Peri	75-2222000-000	383.17
29	IRS - FICA/FWT	4221101	03/21/2021	76-00	FICA/FWT Federal Withholding Pay Peri	76-2222000-000	309.21
Total 29:							84,157.31
45							
45	MOAB RECREATION & A	33517	03/21/2021	68-00	K. SWENSON- FAMILY MEMBERSHIP	10-4242-130-000	255.00
45	MOAB RECREATION & A	33517	03/21/2021	68-00	K. SWENSON- FAMILY MEMBERSHIP	10-2252000-000	255.00
Total 45:							510.00
47							
47	SOUTH TOWNE GYM	33518	03/21/2021	67-00	R. CORDERO- ADULT INDIVIDUAL	10-4211-130-000	123.00
47	SOUTH TOWNE GYM	33518	03/21/2021	67-00	R. CORDERO- ADULT INDIVIDUAL	10-2255000-000	123.00
Total 47:							246.00
Grand Totals:							160,556.58

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
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Report Criteria:

Paid transmittals included

DATE: 04.6.2021
CHECK NUMBERS: 33515-33520 \$1557.87.
TRANSMITTAL NUMBERS: 422101-422102 \$158,998.73
AMOUNTS OF NOTE: _____
COUNTY AUDITOR: _____
COMMISSION MEMBER: _____
COMMISSION MEMBER: _____

Report Criteria:

Department.Department = {AND} {<>} "THOMPSON FIRE DISTRICT"

Total AIRPORT:	6	.00	.00	9,477.33
Total ASSESSOR:	4	.00	.00	5,433.53
Total ATTORNEY:	6	.00	.00	12,667.22
Total BUILDING INSPECTOR:	3	.00	.00	5,260.38
Total CEMETARY DISTRICT:	3	.00	.00	3,672.11
Total CHILD JUST CTR:	1	.00	.00	1,513.89
Total CLERK/AUDITOR:	5	.00	.00	7,490.80
Total COUNTY ADMINISTRATOR:	5	.00	.00	9,599.39
Total COUNTY COUNCIL:	7	.00	.00	7,596.37
Total COURTHOUSE:	6	.00	.00	7,238.86
Total FAMILY SUPPORT CENTE:	5	.00	.00	4,684.45
Total JAIL:	19	.00	.00	26,687.40
Total JUSTICE COURT:	4	.00	.00	4,650.29
Total LIBRARY:	14	.00	.00	14,369.49
Total MOAB MOSQUITO DISTRI:	4	.00	.00	4,359.46
Total MOAB PROMOTION:	7	.00	.00	8,863.31
Total PERSONNEL SERVICES:	1	.00	.00	1,810.49
Total PLANNING & ZONING:	9	.00	.00	8,605.59
Total RECORDER:	2	.00	.00	3,402.81
Total ROADS - CLASS B:	16	.00	.00	24,457.75
Total SANDFLATS RECREATION:	9	.00	.00	10,649.54
Total SEARCH & RESCUE:	23	.00	.00	7,520.61
Total SENIOR CITIZENS:	7	.00	.00	6,842.00
Total SHERIFF:	18	.00	.00	34,511.59
Total SPANISH TRAIL ARENA:	5	.00	.00	5,795.41
Total SURVEYOR:	1	.00	.00	232.15
Total TREASURER:	2	.00	.00	3,558.79
Total WEED CONTROL:	4	.00	.00	4,867.50

Grand Totals:

196

.00

.00

245,818.51

Report Criteria:

Department.Department = {AND} {<>} "THOMPSON FIRE DISTRICT"

DATE:	04.0.2021
CHECK NUMBERS:	
TRANSMITTAL NUMBERS:	32621105 32621298
AMOUNTS OF NOTE:	
COUNTY AUDITOR:	
COMMISSION MEMBER:	
COMMISSION MEMBER:	

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

APRIL 6, 2021

Agenda Item: C

TITLE:	Approving letter of support for Recreational Trails Program Full Funding Act
FISCAL IMPACT:	none
PRESENTER(S):	Clif Koontz, Chair of Motorized Trails Committee

Prepared By:

Clif Koontz, Executive
Director of Ride with
Respect, 395 McGill
Ave, Moab UT 84532
435-259-8334
cliftonkoontz@yahoo.co
m

FOR OFFICE USE ONLY:

Attorney Review:

RECOMMENDATION:

I move to approve the Recreational Trails Program Full Funding Act letter of support.

BACKGROUND:

Recreational Trails Program (RTP) grants have put approximately one-million dollars toward motorized and non-motorized trails around Moab, providing 50/50 match for most of the BLM's work on OHV trails and Trail Mix's development of non-motorized trails among other projects, mostly for maintenance that improves the condition of public lands that surround the trails. Since Congress established RTP in 1991, all federal fuel taxes from OHV use were supposed to fund RTP, but so far only a third of the funds do so each year. The RTP Full Funding Act of 2021 would fix that issue going forward, thereby tripling the resources available to maintain all types of trail: <https://vermontbiz.com/news/2021/march/11/welch-reintroduces-bill-boost-funding-recreational-trails>

Despite the user-pay-user-benefit basis for RTP, this bill has an uphill battle in Congress. Rep. Curtis and Rep. Stewart are co-sponsoring the bill, and more support from the Utah delegation could make the difference, which would be especially helpful for gateway communities like Moab.

ATTACHMENT(S):

RTP Full Funding Act draft letter of support



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

April 6, 2021

The Honorable John Curtis
United States House of Representatives
125 Cannon House Office Building
Washington, DC 20515

Dear Representative Curtis:

Thank you for co-sponsoring the Recreational Trails Program (RTP) Full Funding Act of 2021 (H.R. 1864) along with Representative Stewart. Grand County supports this bill to improve and maintain diverse recreation opportunities on public lands.

RTP funds have benefited trails for pedestrian (including climbing and canyoneering), equestrian, mountain bike, motorcycle, ATV, 4WD, snowmobile, and cross-country ski use. All of these use types are formally represented by our county committees that coordinate many of the RTP projects. Each year Utah State Parks awards them directly to Grand County or nearby land-management agencies and nonprofit organizations.

Trail work has simply not kept pace with the area's growing visitation nor the subsequent impacts to natural and social (including cultural) resources. As the need for mitigation has risen, recreation budgets have fallen. We understand that the RTP was designed to direct all revenue from the fuel tax of off-highway vehicles toward an even split of motorized and non-motorized trails. Studies indicate that the RTP is currently receiving only one third of this revenue. Fully funding the RTP would be a boost for our public lands, visitors, and tourism. It would help many rural economies that were hit particularly hard by the COVID-19 pandemic.

We hope that all members of the Utah congressional delegation will consider co-sponsoring the bill to achieve its passage within thirty years of the Symms Act that established the RTP in 1991. We appreciate your leadership on this issue to keep Utah accessible and beautiful.

Sincerely,

Mary McGann
Grand County Commission Chair

cc: Representative Chris Stewart
Representative Burgess Owens
Representative Blake Moore
Senator Mike Lee
Senator Mitt Romney

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

APRIL 6, 2021

Agenda Item: D

TITLE:	Armstrong Professional Services Agreement Task Order M
FISCAL IMPACT:	\$142,000 Grant Eligible
PRESENTER(S):	Andy Solsvig, Airport Director

Prepared By:

Andy Solsvig
Canyonlands Field
Airport Director
435-259-4849
asolsvig@grandcountyu
tah.net

FOR OFFICE USE ONLY:

Attorney Review:

Christina Sloan
County Attorney
435-259-1324
csloan@grandcounty
utah.net

RECOMMENDATION:

I move to approve a Professional Services Agreement – “Task Order M” with Armstrong Consultants for \$142,000.00 and allow the Chair to sign any related documents.

BACKGROUND:

Each year, the Canyonlands Regional Airport (CNY) reviews and updates its capital improvement projects (CIP) list which is coordinated with the County, State of Utah Aeronautics and the Federal Aviation Administration (FAA).

For 2021, approximately \$1,000,000 in entitlement funds are available to support the following projects:

- Snow Removal Equipment Building – design and construction
- Snow Removal Equipment purchase – Load with a broom attachment

Armstrong Consultants have prepared a professional services agreement “Task Order M” for \$142,000 which includes Project Development, Design, Bidding Services, Construction Period Services, Project Closeout, and Special Services associated in program and project scopes of work (see attached).

The \$142,000 cost is only for the scope of work Armstrong Consultants is providing. The actual building construction and equipment purchase will need to be approved once the design is complete and bids are opened.

Normally, CIP are eligible for 95% federal funding with a 5 percent local match. The local match would be approximately \$35,000 of which airport budget funds could be used. The most recent approved federal stimulus package is expected to allow a 100% federal match for design and construction of these projects. All costs are grant reimbursable.

ATTACHMENT(S):

1. Task Order “M” – Professional Services Agreement

**TASK ORDER M
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED _____, 2021**

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on December 17, 2019 between **GRAND COUNTY, UTAH (Sponsor)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Canyonlands Regional Airport, Grand County, Utah

3. **WORK PROGRAM** – Attached

Element 1 – *Construct Snow Removal Equipment (SRE) Building*

4. **FEES** - The fees will be as noted below. (All lump sums)

Element 1– Project Development	\$6,050.00
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Element 1 – Design

Preliminary Design	\$28,680.00
Final Design	\$17,960.00

Element 1 – Bidding Services	\$7,410.00
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Element 1 – Construction Period Services

Construction Administration Services	\$13,500.00
Construction Inspection Services	\$20,880.00

Element 1 – Project Closeout	\$11,440.00
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Element 1 – Special Services

Categorical Exclusion Form	\$2,310.00
DBE program Assistance	\$3,060.00
Topographical/Land Survey	\$4,080.00
Geotechnical Investigation	\$12,460.00
Architectural Design (inc. struct., mech., elect.)	\$10,670.00
Utility Investigation	\$3,500.00

Engineering Total	\$142,000.00
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5. **ATTACHMENTS** - Required Contract Provisions for A/E Contracts Under Airport Improvement Program

SPONSOR:
GRAND COUNTY, UTAH

Mary McGann, Council Chair

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

Dennis Corsi, President

**SCOPE OF WORK
CANYONLANDS REGIONAL AIRPORT
AIP NO. 3-49-0020-036-2021**

ELEMENT #1 CONSTRUCT SNOW REMOVAL EQUIPMENT STORAGE BUILDING

1. This work element includes the design of a snow removal equipment storage building.
 - 1.1. The building will consist of a pre-engineered steel building designed to meet AC 150/5220-18A. It is anticipated that the building will be approximately 60 feet wide by 40 feet long, but the final size will be determined based on a space allocation analysis performed as part of the design. The building will be insulated.
 - 1.2. The exterior of the building will consist of colored metal siding with minimal architectural aesthetic elements. Gutters and downspouts will be included in the design. Landscape gravel and metal edging will be included around the exterior perimeter of the building. It is anticipated that at least one personnel door and two large overhead doors. Paved approaches will be included outside of each door.
 - 1.3. The interior of the building will include interior metal paneling to a height of 8 feet to protect the building insulation and allow for easier facility cleaning. An in-slab trench drain connected to an exterior oil/water separator and holding tank will be installed. High bay lighting, electrical outlets, a radiant tube heater or unit heater will be installed in the equipment storage area. The floor will consist of a troweled smooth concrete finish. A hose bib for water in the shop area and on the exterior of the building will be included.
 - 1.4. An Architectural Consultant will be employed for exterior and interior building design. Architect will coordinate Electrical, Mechanical, and Structural Consultants.
 - 1.5. An Electrical Consultant will be employed for electrical design and will be coordinated through the Architect.
 - 1.6. A Mechanical Consultant will be employed for plumbing and HVAC design and will be coordinated through the Architect.
 - 1.7. The foundation and slab-on-grade design for the building will be developed by a Structural Engineering Consultant and will be coordinated through the Architect. A geotechnical investigation will be completed as part of the preliminary design that will provide recommendations for the foundation design.
 - 1.8. The SRE building site grading and drainage will be included in the design. This may include storm water inlets, drainage structures, earth retaining wall, and culverts as appropriate. Surface drainage patterns will be evaluated and incorporated into the design. If necessary, a retaining wall structure will be incorporated.
 - 1.9. A site topographical survey will be performed.

Estimated Construction Cost (Element 1) is: \$350,000

Estimated Construction Period (Element 1) is:

60 days¹

Note: ¹ Should the Contractor exceed the specified construction period, additional construction period fees will be assessed at a rate of \$1,750/day. The Sponsor may offset these fees by charging the Contractor liquidated damages in accordance with the Contract Agreement and Special Provisions developed as part of the bid documents for the project.

I. PROJECT DEVELOPMENT

The project development phase is intended to complete the necessary preliminary actions required to initiate the project in accordance with established Federal, State and Local policies and procedures.

Activities include:

1. Conduct a pre-design meeting/scoping conference with the Sponsor and FAA (optional) to establish parameters for the project definition and work areas, budget, schedule, and needs for topographic survey and geotechnical investigations.
2. Develop preliminary cost estimates for the proposed work.
3. Develop a draft Scope of Work narrative for review and approval. The Sponsor may be required to have an independent fee estimate (IFE) performed to validate the proposed engineering fees. The Engineer will assist the Sponsor in getting reimbursed for the cost of this IFE as part of the grant by preparing a request for reimbursement. Upon receiving approval of the scope of work narrative, engineering fees will be calculated and provided with the final Scope of Work. The Engineer will assist the Sponsor with the submittal of a Record of Negotiations to document the fee negotiation performed for the project.
4. Prepare final Scope of Work and Contract.
5. Prepare Preliminary FAA Grant Application. Preparation of the application will include the following:
 - a. Prepare the following forms: SF424 and FAA Form 5100-100.
 - b. Prepare Project Narrative and Sketch.
 - c. Prepare Preliminary Estimate.
 - d. Prepare the Sponsor's Certifications.
 - e. Attach the current Grant Assurances.

The Engineer will submit the application to the Sponsor for approval and signatures.

II. PRELIMINARY DESIGN

The preliminary design phase is intended to identify and evaluate cost effective and practical solutions for the work items identified. The designer will complete its evaluation of alternatives through contacts with local authorities, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project. Cost efficiencies will be realized in a lower initial cost and in lower long-term maintenance costs.

Activities include:

1. Prepare requirements for the design topographical survey. Work includes establishing the limits of the work area and developing survey criteria in accordance with FAA design guidance. A surveyor subconsultant will be employed to conduct the topographical survey in accordance with the requirements developed. Coordinate the subconsultant's work schedule with airport staff.
2. Prepare requirements for the design geotechnical investigation. Work includes developing a subsurface boring layout and soil testing regimen based on typical requirements for foundation and building slab design. A geotechnical engineering subconsultant will be employed to conduct the geotechnical investigation in accordance with the requirements developed. The Engineer will coordinate the subconsultant's work schedule with airport staff.

Based on preliminary information available for this project, the following is an estimate of the effort required to complete the investigation and associated testing:

- a. Subsurface Investigation: Obtain 3 subsurface borings, drilled to a depth of 15 feet.
- b. Laboratory Soil Testing: Perform the following tests on the samples collected from the subsurface borings:

Test	Test Standard	No. of Tests
Soil Gradation (Dry)	ASTM C117/C136	9 each
Soil Gradation (Hydrometer)	ASTM D 422	1 each
Atterburg Limits	ASTM D 4318	1 each
Moisture-Density Relationship	ASTM D 698/D 1557	1 each
In-Place Density/Moisture	AASHTO T204/ AASHTO T265	6 each
CBR Testing	ASTM D 1883	1 each
Modulus of Soil Reaction	AASHTO T222	1 each
Consolidation Testing	ASTM D 2435	3 each
Soluble Sulfate Content	ASTM C 1580	1 each

3. Prepare an overall Construction Safety and Phasing Plan (CSPP) in order to maximize project constructability and operational safety. A draft CSPP will be submitted to the FAA for review and comment when the design is approximately 25-35% complete. This final CSPP will be submitted to the FAA when plans are approximately 60% completed. The final CSPP will be coordinated, by the FAA Program Manager, with other FAA Lines of Business (LOBs). Comments received by the FAA LOBs will be incorporated into the CSPP prior to submitting the bid advertisement for the project.
4. Analyze and process topographical survey data. Input raw survey data into computer aided drafting program, develop TIN surface model of existing ground contours, pavement edges, electrical system components, utilities, and any other miscellaneous items. Generate 3D contour model and prepare and process data for spot elevations, grading, drainage and pavement cross sections.
5. Analyze and process geotechnical investigation data for the purpose of designing any pavement outside the footprint of the building. Develop design conclusions based on the data presented and establish input values for pavement design software. Prepare subgrade and pavement section information for incorporation into construction plans.
6. Review and evaluate project layout.
 - a. Conduct facility sizing analysis based on AC 150/5220-18 (current edition).
 - b. Verify existing ALP dimensions and data.
 - c. Conduct preliminary design charrette with Sponsor to determine specific facility needs and preferred layout.
 - d. Determine facility lighting and power outlet layout.
 - e. Determine heating system size and configuration.
7. Evaluate local conditions:
 - a. Inventory local material suppliers, sources and capabilities.
 - b. Review existing site power layout and coordinate with local electrical utility provider to determine requirements for building power service.
 - c. Discuss current and desired snow removal equipment to determine facility sizing requirements.
 - d. Evaluate drainage conditions/requirements.
8. Prepare preliminary construction plans. Construction plans will be prepared depicting all of the work involved for Element 1. The following list of drawings will be used as a guideline.

DESCRIPTION		ELEMENT 1
A	Cover Sheet	1 Sheet
B	General Notes, Legend and Survey Control	1 Sheet
C	Site Grading, Drainage, and Layout Plan	3 Sheets
D	Equipment Storage Building Plan and Details	3 Sheets
E	Mechanical Plan and Details	2 Sheets
F	Electrical Plan and Details	3 Sheets
G	Plumbing Plan and Details	2 Sheets
H	Construction Safety and Phasing Plan	2 Sheets
TOTAL SHEET COUNT		17 Sheets

Drawings may be added or deleted during the design phase if required.

9. Prepare preliminary contract documents. The Engineer will prepare the contract documents including invitation for bids, instructions to bidders, proposal, equal employment opportunity clauses and applicable wage rates, construction contract agreement, performance bond, payment bond, general and special provisions. Preparation will include establishing the location for the bid opening and description of the work schedule. Contract documents will be prepared early during the design phase and submitted to the FAA and Sponsor for review. Sponsor is ultimately responsible for reviewing and ensuring construction contract terms comply with local law and requirements.
10. Prepare preliminary technical specifications. The Engineer will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or material that is not covered by the FAA specifications.

The standard specifications to be utilized for Element 1 may include the following items:

Item C-105	Mobilization
Item P-152	Excavation and Embankment
Item P-208	Crushed Aggregate Base Course
Item P-401	Plant Mix Bituminous Pavement
Item P-610	Structural Portland Cement Concrete
Item D-701	Pipe for Storm Drains and Culverts
Item D-751	Manholes, Catch Basins, Inlets, and Inspection Holes
Item L-108	Underground Power Cable for Airports
Item L-110	Underground Electrical Duct Banks and Conduits

The added technical specifications for Elements 2 may include but not be limited to the following items:

Item S-2	Removals
Item S-ESB	Equipment Storage Building

11. Prepare preliminary special provisions to address conditions that require additional clarification and/or definition beyond what is described in the standard general provisions or technical specifications. Items may include:
 - a. Project Location Information
 - b. Insurance Requirements
 - c. Contract Period and Work Schedule and Phasing
 - d. Pre-Construction Conference
 - e. Utilities
 - f. Permits, Taxes and Compliance with Laws
 - g. Field Office Requirements
 - h. Haul Roads
 - i. Testing and Staking
 - j. Airport Security, Closure of Air Operations Areas
 - k. Accident Prevention
 - l. Warranty

12. Conduct preliminary review of the construction plans, technical specifications, contract documents and special provisions by submitting copies of the preliminary documents to the FAA and Sponsor and solicit preliminary design review comments. A virtual preliminary design review meeting will be conducted with the Sponsor and Design team.

III. FINAL DESIGN

In the final design phase, the designer will provide well-defined construction requirements, with selected bid alternatives as appropriate to solicit competitive construction bids. Construction schedules will be coordinated around good weather conditions and as little as practical interference with airport operations.

Activities include:

Final Design

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Calculate Estimated Quantities. The Engineer will calculate all necessary quantities for the various work items in each Element.
3. Prepare Estimate of Probable Construction Cost for each Element. Using the final quantities calculated following the completion of the plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other databases available.
4. Prepare Engineer's Design Report. During the preparation of the construction plans and specifications, an engineer design report will be prepared. The report will include the summary of the project, design, schedule, and cost estimate for the completion of the project. The design report will follow the current FAA Airports guidance where applicable. The design report will be submitted for Sponsor and FAA review. Review comments will be incorporated in the final revised report.
5. Develop work schedules for construction. This task involves dividing the construction work into schedules to allow for maximum contract award flexibility in cases of limited available funds, and allow the project to be executed in a manner that minimizes the disruption of the airport aircraft operations.
6. Submit final CSPP by uploading it to the OE/AAA website. Alternatively, at the request of the FAA PM, the CSPP may be submitted directly to the FAA PM.
7. Prepare 95% design construction plans, technical specifications, contract documents and special provisions.
8. Submit 95% design review package to the FAA and Sponsor and solicit design review comments. A virtual 95% design review meeting will be conducted with the Sponsor and Design team.
9. Incorporate 95% design review comments and respond as necessary to requests for additional information.
10. Prepare and submit final plans and specifications. Copies will be submitted to the FAA and Sponsor. A final set of plans, specifications and contract documents will be prepared which incorporates

revisions, modifications and corrections determined during the FAA and Sponsor's review. After final plan acceptance, plan sets will be provided to the FAA and Sponsor.

11. Prepare and/or assist with necessary forms:
 - a. Sponsor Quarterly Report
 - b. Strategic Event Coordination Form
 - c. Standard Form 271
 - d. Standard Form 425

IV. BIDDING SERVICES

During the bidding phase of the project, the Engineer will assist the Airport in advertising and letting the project for bid. Engineer will assist in dialogue with potential bidders to quantify bidder questions assist Sponsor in attaining economic bids. Activities outlined below and the fees listed on pages 1-2 cover one iteration of the bidding process. Preparing multiple bid processes, packages, or re-bidding may incur additional or repeated services.

Activities include:

1. Assist the Sponsor with advertising and interpretation of the project requirements. Plans and specifications will be available via the web site of Armstrong Consultants. The Sponsor and FAA will be given a hard copy set of the final plans, specifications and contract documents.
2. Provide technical assistance and recommendations to the Airport during construction bidding.
3. Attend and assist with pre-bid conference. Answer Contractor questions and issue necessary clarifications and addenda.
4. Attend and assist with bid opening at the date and time agreed by the Sponsor.
5. Prepare an abstract of bids, perform necessary review of the bids to determine responsiveness, and prepare award recommendation letter.
6. Update preliminary Federal Grant Application prepared during Project Development phase based on bids. The Engineer will submit the application to the Sponsor for approval and signatures.
7. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders. The DBE goal and all bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.

V. CONSTRUCTION PERIOD SERVICES

During the construction phase of the project, the Engineer will assist the Airport with monitoring, documenting progress for quality and cost control and overall grant administration during construction.

Activities include:

A. Construction Administration Services

1. Coordinate construction contract documents for successful bidder, including contract agreement, bond forms, certificates of inclusion, and Notice to Proceed. Review contractor's bonds, insurance certificates, construction schedules.
2. Provide Sponsor and FAA with hard copies of the Contract Documents, Specifications, and Construction Plans (digital copies upon request). Provide Contractor with hard and digital copies (one each) of the Contract Documents, Specifications, and Construction Plans; complete with all addenda.
3. Review and accept the Contractor's Safety Plan Compliance Documents prior to issuing the Notice to Proceed.
4. Conduct pre-construction conference attended by Project Manager (PM), Resident Project Representative (RPR), and Architectural Representative (AR) (See site visit summary table below).
5. No AGIS survey requirements are to be conducted as a part of this contract or project.
6. Identify local survey control points used for project design and layout. Engineering staff will assist, as necessary, the resident inspector and Contractor's surveyor during construction by compiling and sending supplemental information regarding issues arising related to construction surveying. Work may include developing alternative survey control based on site conditions discovered during construction and/or findings of the Contractor's surveyor.
7. Provide technical assistance and recommendations to the airport during construction, including additional site visit trips for Element 1 (See site visit summary table below). This item also includes daily construction coordination from the office that does not fit in another item such as phone calls to and from the Contractor, inspector and Owner for project updates, questions, and instruction.
8. Prepare change orders and supplemental agreements, if required; including appropriate cost/price analyses. All coordination of change orders will be provided by the Engineer.
9. Prepare and confirm monthly payment requests. Payment requests will be reviewed for accuracy with contractor and resident inspector. Engineer will prepare FAA payment documents for the Sponsor. The Sponsor will be required to complete the payment reimbursement through the FAA e-invoicing system.

B. Construction Inspection Services

1. Provide review of all submittals for materials to be used on the project. Review all shop drawings items as required during construction.
2. Provide a part time inspection by resident project representative and/or project manager through interim visits to monitor and document construction progress for Element 1, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc. (See site visit summary table below). Maintain daily log of construction activities. Assist the Sponsor with interviews of the Contractor's and Subcontractor's employees regarding Davis Bacon wage rates and the review of their weekly payroll reports.
3. Prepare and submit weekly inspection reports. Reports will be submitted to the FAA and Sponsor no later than the following week that the report refers to.
4. Conduct final project inspection with the Sponsor, FAA and the contractor (See site visit summary table below). Any punch list items will be noted and coordinated with the contractor for necessary action.

SITE VISIT SUMMARY TABLE				
Scope Item No.	Task	Number of Visits By:		
		PM	RPR	AR
IV. A. 5.	Pre-Construction Conference	1	1	1
IV. A. 8.	Site Visit for Technical Assistance	1		2
IV. B. 2.	Part Time Project Inspection	3	8	
IV. B. 4.	Final Inspection	1	1	1

VI. PROJECT CLOSEOUT

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all of the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

Activities include:

1. Prepare Summary of Tests report to document the acceptance testing performed on the project.
2. Assist the Sponsor with completing all necessary grant closeout certifications and forms.
3. Update Airport Layout Plan, Sheet 4, to reflect as-built conditions. Updated ALP will include 'pen/ink' change to show new building as existing as well as depict new pavement constructed.
4. Update Part 139 Airport Certification Manual exhibits associated with the project.
5. Prepare record drawings, indicating changes made to the design during construction. The FAA and Sponsor will each receive one copy of the record drawings in half size (11"x17") format, as well as one in electronic format on a CD.
6. Prepare Final Engineers Report. The final report will follow the current FAA AIP Final Report guidance. The Final Engineer's Report must be submitted to and approved by the FAA prior to final payment authorization to the Contractor and Engineer.
7. Assist Sponsor in preparing final SF425 and SF271 forms and grant closeout letter.

VII. SPECIAL SERVICES

Special Services are those services that aren't considered in the tasks listed above. When a Special Service is needed that we do not provide "in-house," we will contract with other firms that provide those services. The following are activities that are included in this project that fall under Special Service tasks.

Activities include:

1. Assist the Sponsor with the Disadvantage Business Enterprise (DBE) Plan.
 - a. Update the Sponsor's DBE Plan
 - b. Calculate a new 3-year DBE goal. Research the current State DOT certified DBE listings and area contractors to determine the availability of potential DBE contractors. Use the preliminary cost estimate, developed during the Project Development phase, to determine potential DBE work items.
 - c. Coordinate with Sponsor to assign DBE Liaison and Reconsideration officials.
 - d. Advertise developed DBE goal.
 - e. Finalize the DBE plan and goals and assist the Sponsor in submitting these items to the FAA Civil Rights Office
 - f. Review Subcontracts per FAA requirements.
2. No AGIS survey requirements are to be conducted as a part of this contract or project.
3. Land surveys, design surveys, and topographic maps.
4. Geotechnical investigations, including core sampling, laboratory tests, related analyses, and reports.
5. Architectural design for the SRE Building.
6. Mechanical, electrical and plumbing design associated with Snow Removal Equipment Building design (coordinated through the Architect).
7. Airfield utility investigations to collect data associated with identifying the location(s) of water and sewer lines, airfield circuits, etc.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 2, 2021
Agenda Item: E

TITLE:	Resiliency Hub – Communita Garden Property Tax Exemption
FISCAL IMPACT:	\$1586.08 – Burden is borne/shared by entities/properties Countywide
PRESENTER(S):	Quinn Hall / Christina Sloan

Prepared By:

SUGGESTED MOTION:

I move to approve/deny the property tax exemption for the Communita Garden owned by the Resiliency Hub

BACKGROUND:

State law allows for property tax exemptions for property providing a gift to the community by lessening a government burden, or property used for educational purposes when used by an educational organization that maintains a regular faculty and curriculum and has a regularly enrolled body of pupils and students. State law also allows for property tax exemptions when a property is used for physical training of competitive athletes by a national body recognized by the United States Olympic Committee, or if the property is owned by a 501(C)(3) entity and used exclusively for religious, charitable or educational purposes.

(Utah State Code 59-2-1101)

FOR OFFICE USE ONLY:

Attorney Review:

ATTACHMENT(S): (TO FOLLOW)

Application for Property Tax Exemption

Grand County Board of Equalization

UCA §59-2-1101 and 1102
Form PT-020
PT-020.ai Rev. 10/99

This application should be used to apply for exemption from ad valorem (value-based) property tax.

Nonprofit Entity Information

Name of organization applying Resiliency Hub	EIN, SSN, or other tax ID number 87-0485833	
Address Mailing address: PO Box 97	Tax year 2021	
City Moab	State Utah	Zip 84532
Contact person Claire Core, Resiliency Hub board president	Telephone (435) 260-8931	

Exemption Information

This property is exclusively used for (check one):

- ☐ Religious purposes ☐ Charitable purposes ☒ Educational purposes
- ☐ Other (specify) _____

Describe the purpose of this nonprofit organization:

The Resiliency Hub is an all-volunteer nonprofit organization that provides education through free community workshops, active demonstration projects, and community dialogue. We seek to increase resilience of the Moab community by providing opportunities for up-cycling and increasing access to food and culturally significant plants. We fulfill these priorities through the ownership and management of the CommuniTea Garden where we teach workshops, demonstrate permaculture techniques, and provide open access to a community park.

Describe why this property should be exempt from ad valorem property taxes:

The CommuniTea Garden was created for the residents of Moab to be an accessible, free place to relax, meet, and learn. The property was donated to Resiliency Hub in 2017 and the warranty deed stipulates that it must be a publicly accessible garden and open space, or the property will be transferred to the Moab Valley Multicultural Center per the wishes of the donor. We plan to continue to provide an open space for all residents and visitors. We do not make profit from the garden site. Additionally, in 2019 we granted Moab City a utility easement in the southeast corner of the property to support sewer system upgrades, making a fraction of our garden unusable to all uses except as currently used.

Attachments Attach the following documentation

1. A certified copy of the Articles of Incorporation of the nonprofit entity.
2. A copy of current by-laws and/or other organizational information.
3. A copy of the 501(c)(3) certification issued by the IRS.
4. Completed schedules as follows:
 - Schedule A** – Real Property; one schedule for each parcel of real property under consideration.
 - Schedule B** – Personal Property used exclusively for religious, charitable, or educational purposes.
 - Schedule C** – Financial information related to the property under consideration; complete only applicable portions.

I hereby certify that the foregoing has been filed

ARTICLES OF INCORPORATION

of

and approved on the 24th Day of Jan 1991
in the office of this Division
EXAMINER *JK* Date 1/24/91

Canyonlands Community Recycling

A Nonprofit Corporation

JAN 24 AM 10:56



Peter Van Alstyne
PETER VAN ALSTYNE
DIVISION DIRECTOR

ARTICLE I - Name of the Corporation

The name of this corporation is "Canyonlands Community Recycling."

ARTICLE II - Registered Agent and Principal Office

The principal office of this non-profit Corporation shall be Lot 400 Cliff View Dr., Castle Valley, Utah 84532. The name and address of the Registered Agent and registered office of this corporation is Lois Wagstaff, whose address is Lot 400 Cliff View Dr., Castle Valley, Utah 84532.

ARTICLE III - Specific and General Purposes

A. The purpose of this non-profit corporation is to develop an infrastructure which will result in diversion of a large percentage of waste from the community landfill through an ongoing comprehensive recycling program; to provide the recycling center, multiple drop-off locations and implement a local curbside collection program; to serve the public as an educational resource for solid waste management options allowing the reuse, reduction and recycling of waste materials; to promote individual awareness of the full scope of current levels of waste generated and its impact on the environment.

B. This corporation is organized exclusively for one or more of the purposes as specified in including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Service Code, or corresponding section of any future federal tax code.

ARTICLE IV - Initial Directors

A. The powers of this Corporation shall be exercised, its properties controlled and its affairs conducted by a Board of Trustees together with the officers of this organization. The number of Trustees of this Corporation shall be nine. There will be five Initial Trustees, which Initial Trustees shall choose the remaining four Trustees in the first meeting of the Trustees of the Corporation. The number of the Trustees may be changed by a by-law, duly adopted by the Trustees.

B. The Initial Trustees named in these Articles of Incorporation as the Initial Directors, shall hold office until their first meeting at which time they shall elect four additional Trustees. All nine Trustees shall serve a term until the annual meeting in June 1991.

C. The members of the Board of Trustees shall choose a chair from among their members at the first meeting, which chair shall serve for a period of time established by the bylaws. Vacancies on the Board of Trustees

1024020008

shall be filled by majority approval of the remaining Board members. The Trustees shall serve until said Trustee resigns or is voted off the Board by a majority of the Board of Trustees. Newly appointed Board members will serve out the remaining term of the member replaced. Board members shall serve for a period of time established by the bylaws.

D. The names and addresses of the Initial Trustees are as follows:

Lisa Wolfson
P.O. Box 392
Moab, Utah 84532

Lois Wagstaff
CVSR 1704
Moab, Utah 84532

Penny Jones
1826 W. Highland Dr.
Moab, Utah 84532

Jim Harte
1940 W. Highland Dr.
Moab, Utah 84532

Audrey Graham
1701 Murphy Ln.
Moab, Utah 84532

ARTICLE V – Incorporators

The name and address of the incorporator is as follows:

Lois Wagstaff
Lot 400 Cliff View Dr..
Castle Valley, Utah 84532

ARTICLE VI – Period of Duration

The period of duration of this corporation is perpetual.

ARTICLE VII – Membership

This corporation shall have no membership.

ARTICLE VIII – Additional Provisions

Upon the dissolution of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or shall be distributed to the federal government, or to a state or local government, for a public purpose.

No part of the net earnings of this corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons, except that this corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles.

Notwithstanding any other provision of these Articles, this corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (2) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

The undersigned incorporators hereby declare under penalty of perjury that the statements made in the foregoing Articles of Incorporation are true.

Dated: January 18, 1991

Lois Wagstaff

STATE OF UTAH

COUNTY OF GRA D

)
; ss.
)

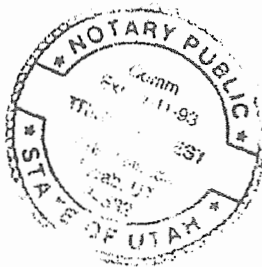
On this 18 day of January, A.D., 1991, personally appeared before me Lois Wagstaff, the signer of the foregoing, who duly acknowledged to me that she executed the same.

My commission expires:

4-11-93

Shirley West

Notary Public
Residing at Moab, Utah





State of Utah
DEPARTMENT OF COMMERCE
Division of Corporations & Commercial Code
Articles of Amendment to Articles of Incorporation (Non-Profit)

RECEIVED

JAN - 3 2017

Entity Number: 1105456-0140

AMENDMENT

Non-Refundable Processing Fee: \$17.00

Utah Div. Of Corp. & Comm. Code

Pursuant to UCA §16-6a part 10, the individual named below causes this Amendment to the Articles of Incorporation to be delivered to the Utah Division of Corporations for filing, and states as follows:

1. The name of the corporation is: Canyonlands Community Recycling
2. The date the following amendment(s) was adopted: 12/19/16
3. If changing the corporation name, the new name of the corporation is:
Resiliency Hub

4. The text of each amendment adopted (include attachment if additional space needed):

Article I – Name of the Corporation

The name of the Corporation is "Resiliency Hub"

Article II – Registered Agent and Principle Office

The principle office of this non-profit corporation shall be PO Box 97, 1819 Pebble Ln, Moab, UT 84532. The name and address of the Registered Agent and registered office of this corporation is Jeff Adams, whose address is PO Box 97, 1819 Pebble Ln, Moab, UT 84532

Please see attached for an additional ammendment

5. Indicate the manner in which the amendment(s) was adopted (mark only one):



The amendment was adopted by the board of directors or incorporators without member action and member action was not required.



The amendment was adopted by the members AND the number of votes cast for the amendment by each voting group entitled to vote separately on the amendment was sufficient for approval by that voting group.

6. Delayed effective date (if not to be effective upon filing) _____ (not to exceed 90 days)

Under penalties of perjury, I declare that this Amendment of Articles of Incorporation has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

By: [Signature]

Title: President of Board of Directors

Dated this 19 day of December, 20 16

Under GRAMA {63-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

Mailing/Faxing Information: www.corporations.utah.gov/contactus.html Division's Website: www.corporations.utah.gov

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certify that the foregoing has been read
and approved on this 3rd day of Jan 20 17
in this office of this Division and hereby issued
This Certificate thereof.

Examiner: [Signature] Date 1/24/17



Kathy Berg
Kathy Berg
Division Director

Receipt # 6705484

Articles of Amendment to Articles of Incorporation
Entity number – 1105456-0140

RECEIVED

JAN - 3 2017

Part 4, continued:

Utah Div. Of Corp. & Comm. Code

Article III – Specific and General Purposes

- A. The purpose of this non-profit corporation is to develop an infrastructure which will result in creative resource management and diversion of materials from the community landfill and recycling center through an ongoing comprehensive program; provide a physical demonstration of upcycled and diverted materials; to serve the public as an educational resource for waste management options emphasizing rethinking, reusing, and reducing waste generation; to promote individual awareness of the full scope of options available for integrated resource management and diversion and its impact on the environment, infrastructure, and economy.

**RESTATED AND AMENDED BYLAWS
OF
Resiliency Hub (formerly Canyonlands Community Recycling)**

WHEREAS, the Corporation adopted its Bylaws on March 18, 1991; and

WHEREAS, the Corporation adopted an Amendment to its Bylaws on October 19, 2016 to reflect the successful accomplishment of the Corporation's goal for a Recycling Center and the Corporation's new title and expanded vision and mission; and

WHEREAS, the Corporation intends these Restated and Amended Bylaws shall supersede and replace in their entirety the Bylaws and Amended Bylaws previously adopted in 1991 and 1993 by the Corporation, which Bylaws and Amended Bylaws shall have no further force or effect; and

NOW THEREFORE, the Corporation, through its Board of Directors, adopts the following Restated and Amended Bylaws

Article I

Offices and Purpose

Section 1. Registered Office: The Corporation shall have and continuously maintain in Grand County, Utah a registered office. The Corporation's current Registered Office is 1819 Pebble Ln, Moab UT 84532

Section 2. Registered Agent: The Corporation shall have and continuously maintain in the State of Utah a registered agent, who may be either an individual resident in the State of Utah, whose business office is identical with the Corporation's registered office, or a domestic or foreign Corporation authorized to transact business in the State of Utah, which has a business office identical with the Corporation's registered office. The Corporation's current Registered Agent is Jeff Adams.

Section 3. Principal Office: The principal office of the Corporation shall be located in Grand County, Utah and the Corporation may also have offices and branch offices or other such places within and without the State of Utah as the Board of Directors may designate and the business transactions of the Corporation may require. The Corporation's current Principal Office is 1819 Pebble Ln, Moab UT 84532

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Section 4. Purpose: The Corporation shall be operated for the following non-profit purposes, in accordance with Utah's Revised Nonprofit Corporation Act (the "Act"): Education and Public Safety through regenerative systems and permaculture design, including the management, operation, and maintenance of physical sites.

Article II

Board of Directors

Section 1. Authority: This Corporation shall have powers to the full extent allowed by law. All powers and activities of this Corporation shall be exercised and managed by the Board of Directors of this Corporation directly, or if delegated, under the ultimate direction of the Board. The Board of Directors of Resiliency Hub shall ensure that the Board has sufficient capacity and size to conduct its work effectively. The Board is to be composed of members with diverse skills, backgrounds, and experiences who are committed to Board service. The Board shall maintain a systematic process for recruiting, training, and evaluating Board members that will advance the mission of Resiliency Hub.

Section 2. Number: The Corporation shall have a minimum of three (3) directors and a maximum of thirteen (13) directors.

Section 3. Qualifications: Each Director shall reside in Grand County, at least part—time. Directors shall demonstrate a commitment to the mission of the Corporation and shall be responsible for active participation in the affairs of the corporation. Board members are expected to attend at least 75% of Board meetings each fiscal year. Board members are expected to serve on one or more committees, with committee appointments made by a majority vote of the Board.

Section 4. Duration: Each Director shall serve until he or she resigns, or is removed by a majority vote from the Board of Directors. Upon resignation or removal of a Director, the remaining Board of Directors shall:

- 1) If a minimum of (3) Board members remain, then a majority vote by the Board shall determine whether to solicit applicants to fill vacancies.
- 2) If less than (3) Board members remain, or upon a vote of a majority of current Board members to expand the number of Directors within the limits set by section 2, then the following process applies:
 - a. Request for Applicants is distributed with a timeline of 1 to 4 weeks for applications. Application requirements will include Qualifications per section 3. The amount and type of distribution will be at the discretion of the active Board members
 - b. Applications will be reviewed and voted on per a special meetings or electronically within 2 weeks of the closing date for applications.
- 3) If the resigning or removed Director is an Officer, then the Board shall vote to elect a replacement either in person or by email within 1 month of the vacancy, or upon approval of additional Board member(s) to meet the requirements of Section 2.

Section 5. Regular Meetings: The Board of Directors shall hold regular meetings on the first Friday of the month, without other notice than this bylaw. Alternate meeting times may be scheduled per a majority vote of active Directors, at least 2 weeks prior to the scheduled meeting date. The purpose of regular meetings shall be to transact corporate business.

Section 6. Annual Meeting: The Board of Directors shall hold an Annual Meeting each winter with notice sent to Board members at least one month prior to the meeting. The Directors may transact any business as may properly come before them at these meetings, including without limitation, hiring and terminating managing agents and other employees, agents, and independent contractors; making contracts and incurring liabilities; and exercising any other powers conferred by these Bylaws or Utah law. The Directors shall transact the following business at the Annual Meeting: electing Officers, voting for Directors, and adopting and amending budgets for revenues, expenditures, and reserves.

Section 7. Special Meetings: Special Meetings of the Corporation may be called by any Officer, or a majority of the Directors, as provided in the Articles of Incorporation and in these Restated and Amended Bylaws. The Secretary shall give written notice, via electronic mail, at least three (3) days prior to the Special Meeting to each Director. The notice shall set forth the time, location, and purpose for the Special Meeting.

Section 8. Budget: The President or Treasurer shall submit a Proposed Budget to the Directors at least ten (10) days prior to the Annual Meeting so that each Director may consider the budget. The Proposed Budget must be adopted by a formal, in-person vote. It may be adopted by electronic voting or proxy. In the event that the Proposed Budget is rejected, the periodic budget last proposed by the Board and not vetoed by the Directors must be continued until a subsequent budget proposed is adopted by the Directors. After adoption, the Budget may be amended, as necessary, by a majority vote of Directors represented in person and entitled to vote, at any Annual Meeting without notice, or at any Special Meeting with notice setting forth the terms of the amended budget.

Section 9. Place of Meetings: Meetings shall be held at such place, within Grand County, Utah, as may be set by the Board of Directors. In the absence of naming an alternative location, all meetings shall be held at the registered office of the Corporation in the State of Utah.

Section 10. Quorum: A majority of Directors entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of the Directors.

Section 11. Proxies: Each Director entitled to vote at any meeting of the Directors, or to express consent or dissent to corporate action in writing without a meeting, may authorize another Director to act for him or her by written proxy, which proxy shall be valid for up to one (1) year unless otherwise stated.

Section 12. Consent in Lieu of Meetings: Any action may be taken via electronic mail, facsimile, or US mail and without a meeting if every Director votes on the action proposed (to or for) and consents to an electronic vote in the absence of a meeting.

Article III

Powers and Duties of the Board of Directors

Section 1. Powers and Duties: The Board of Directors may act in all instances on behalf of the Corporation, except as provided in the Act or herein. The Board of Directors shall have, subject to the limitations contained in the Act and herein, the powers and duties necessary for the administration of the affairs of the corporation, and for the operation and maintenance of permaculture sites, specifically, including the following powers and duties:

- (a) Adopt and amend Rules and Regulations, Policies and Procedures, including penalties for infraction thereof;
- (b) Maintain a bank account, to account monies, and to disperse monies to carry out the responsibilities of the Corporation;
- (c) Buy, sell, lease, or otherwise acquire land, buildings, supplies, and equipment necessary to the purposes of the Corporation;
- (d) Adopt and amend budgets subject to any requirements herein;
- (e) Keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements of the Corporation;
- (f) Employ a managing agent, independent contractors or employees as it deems necessary, and prescribe their duties;
- (g) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of these Bylaws, and, in the corporation's name, on behalf of the corporation on matters affecting the water system;
- (h) Make contracts, administer financial accounts and incur liabilities in the name of the corporation;
- (i) Borrow funds and secure loans with an interest in future Monthly Usage Payments in order to pay for any expenditure or outlay required pursuant to the authority granted herein, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary and give security therefore subject to the requirements herein; and
- (j) Supervise all persons acting on behalf of and/ or at the discretion of the corporation.

(k) Invite prospective Board members or others to attend all or part of a meeting, per majority vote of the Board at least 1 week prior to the meeting. Prospective board members may be invited to participate for a trial period of up to 3 months before an official vote to accept or decline the applicant as a full member of the Board. This trial period may serve in lieu of OR in addition to doing individual interviews of applicants to Board, per majority vote of the Board.

Section 2. Vacancies: Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise, shall be filled by a vote of the Board of Directors.

Section 3. Resignations Effective at Future Date: When one or more Directors shall resign from the Board, effective at a future date, a majority of the Directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective. A majority of the Directors then in office, not including those who have so resigned, shall have power to fill such vacancy or vacancies prior to the effective future date by voting to remove the resigning director and following Article II (4).

Article IV **Officers**

Section 1. Officers. Term Vacancies & Compensation: The Officers of the Corporation shall consist of a President, a Vice-president, a Secretary, and a Treasurer and such other officers and agents as may be deemed necessary by the Board of Directors, each of whom shall be elected by the Board of Directors at its annual meeting. Each of the Officers shall serve at the pleasure of the Board of Directors for such compensation as may be fixed by such Board. However, each Officer shall hold office until the first of the following occurs: (a) until his or her successor shall have been duly elected and shall have qualified; (b) or until his or her death; (c) or until he or she shall resign; or (d) until he or she shall have been removed in the manner hereinafter provided. No more than two offices may be held by the same person, and the President and Treasurer must be different people

Section 2. Compensation: The compensation of all of the Officers of the Corporation shall be fixed by the Board of Directors. In all instances, any compensation shall be reasonable and shall be given in return for services actually rendered to or for the Corporation. All Board members can receive reimbursement for reasonable expenses pre-approved by the Board.

Section 3. Removal: Any Officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Election or appointment of an Officer or agent shall not, in and of itself, create contractual rights or obligations.

Section 4. President: The President shall be the executive head of the Corporation, subject to the control of the Board of Directors. He or she shall preside at all meetings of the shareholders and Directors, discharge all the duties that devolve upon a presiding officer, and perform such other duties as the Bylaws provide or the Board of Directors may prescribe.

Section 5. Vice-President: The Vice-President shall perform all acts in absence of the President, which shall include instances in which the President is unable or refuses to act. In so acting, the Vice-President shall perform all the duties of the President and shall have all the powers of, and be subject to all the restrictions on, the President. The Vice-President may also perform such other duties as the Bylaws provide or the Board of Directors may prescribe. In the absence of a vice-president, these duties will be the responsibility of the Secretary.

Section 6. Secretary: The Secretary shall attend all sessions of the Board of Directors and act as clerk thereof, and record all the votes of the Corporation and the minutes of all its transactions in a shared computer file to be kept for that purpose. He or she shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, and under whose supervision he or she shall be.

Section 7. Treasurer: The Treasurer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, and shall keep the moneys of the corporation in separate account to the credit of the Corporation. He or she shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 8. Transfer of Authority: In case of the absence of any Officer of the Corporation or for any other reason, the Board of Directors may transfer the powers or duties to that officer, to any other officer or to any director or employee of the Corporation, provided a majority of the full Board of Directors occurs.

Section 9. Vacancies: Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise, shall be filled by the Board of Directors.

Article V

Contracts, Loans, Checks and Deposits

Section 1. Contracts:

(a) For Day to Day Operations: The Board of Directors authorizes the President to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation if such contract or instrument is required to carry out normal business affairs, or day-to-day operations, of the Corporation so long as such contract does not obligate the Corporation in amounts greater than \$600.00

(b) For Special Expenditures: The President shall seek approval and consent from a majority of the Board of Directors prior to entering into or executing any contract or instrument in the name or on behalf of the Corporation if such contract or instrument shall obligate the Corporation in any way outside of the scope of the normal business affairs, or day-to-day operations, of the Corporation or Resiliency Hub Sites in all circumstances, if such contractor or instrument obligates the Corporation in amounts greater than \$600.00

Section 2. Loans: No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors, except for these loans which are required by the Utah Corporation Code to be approved by the affirmative vote of a majority of the Directors.

Section 3. Checks Drafts etc. The Board of Directors authorizes the President or the Treasurer to sign all checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation if such checks, drafts, or other orders for payment are required to carry out the normal business affairs, or day-to-day operations, of the Corporation or Resiliency Hub Sites, so long as each check or draft totals \$600.00 or less. For all greater sums, the President or the Treasurer shall seek approval and consent from a majority of the Board of Directors prior to obligating the Corporation.

Section 4. Deposits: All funds of the Corporation not otherwise employed shall be deposited by the President or Treasurer from time to time to the credit of the Corporation in such banks, trust companies or other depositaries as the Board of Directors may select.

Article VI

Corporate Records

Inspection of Record: Any Director, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's list of its members, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a member. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the member. The demand under oath shall be directed to the Corporation at its registered office in this state or at its principal place of business.

Article VII

Fiscal Year

The fiscal year of the Corporation shall end on December 31.

Article VIII

Equal Employment Opportunity Statement

It is the fundamental policy of the Corporation to provide equal opportunity to all its employees and applicants for employment and to assure there will be no discrimination against any person on grounds of race, color, religion, national origin, or sex. This obligation extends to all area of employment including, but not limited to, recruitment, demotion, determination, working condition, training, awards, and benefit.

Article IX

Amendments

These Bylaws may be amended or repealed and new bylaws adopted by a vote of the majority of Directors represented in person or by proxy and entitled to vote, at any Annual Meeting without notice, or at any Special Meeting with notice setting forth the terms of the proposed bylaws, amendment, or repeal. Any action taken pursuant to this Article of the Bylaws must be in conformance with the provisions of the Utah Corporation Code.

Article X

Indemnification of Proper Persons

Section 1. Indemnification of Proper Persons: For purposes of this Article X, a "Proper Person" means any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, by reason of the fact that he is or was a director, officer, employee, fiduciary or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, Officer, trustee, employee, fiduciary or agent of any foreign or domestic profit or nonprofit Corporation or of any partnership, joint venture, trust, profit or nonprofit unincorporated association, limited liability company, or other enterprise or employee benefit plan. The Corporation shall indemnify any Proper Person against reasonably incurred expenses (including attorneys' fees), judgments, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement reasonably incurred by him in connection with such action, suit or proceeding if it is determined by the groups set forth herein that he or she conducted himself or herself in good faith and that he or she reasonably believed (i) in the case of conduct in his or her official capacity with the Corporation, that his or her conduct was in the Corporation's best interests, or (ii) in all other cases (except criminal cases), that his or her Conduct was at least not opposed to the Corporation's best interest, or (iii) in the case of any criminal proceeding, that he or she had no reasonable cause to believe his or her conduct was unlawful, a Proper Person will be deemed to be acting in his or her official capacity while acting as a Director, Officer, employee or agent on behalf of this Corporation and not while acting on this Corporation's behalf for some other entity.

No indemnification shall be made under this Article X to a Proper Person with respect to any claim, issue or matter in connection with a proceeding by or in the right of a Corporation in which the Proper Person was adjudged liable to the Corporation or in connection with any proceeding charging that the Proper Person derived an improper personal benefit, whether or not involving action in an official capacity, in which he was adjudged liable on the basis that he derived an improper personal benefit. Further, indemnification under this Article X in connection with a proceeding brought by or in the right of the Corporation shall be limited to reasonable expenses, including attorneys' fees, incurred in connection with the proceeding.

Section 2. Right to Indemnification: The Corporation shall indemnify any Proper Person who was wholly successful, on the merits or otherwise, in defense of any action, suit or proceeding as to which he was entitled to indemnification under Section I of this Article X against expenses (including attorneys' fees) reasonably incurred by him in connection with the proceeding without the necessity of any action by the Corporation other than the determination in good faith that the defense has been wholly successful.

Section 3. Effect of Termination of Action: The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person seeking indemnification did not meet the standards of conduct described in Section 1 of this Article X. Entry of a judgment by consent as part of a settlement shall not be deemed an adjudication of liability, as described in Section 2 of this Article X.

Section 4. Groups Authorized to Make Indemnification Determination: Except where there is a right to indemnification as set forth in Sections 1 or 2 of this Article or where indemnification is ordered by a court in Section 5, any indemnification shall be made by the Corporation only as authorized in the specific case upon a determination by a proper group that indemnification of the Property Person is permissible under the circumstances because he has met the applicable standards of conduct set forth in Section 1 of this Article. This determination shall be made by the Board of Directors.

Authorization of indemnification and advance of expenses shall be made in the same manner as the determination that indemnification or advance of expenses is permissible except that, if the determination that indemnification or advance of expenses is permissible is made by independent legal counsel, authorization of indemnification and advance of expenses shall be made by the body that selected such counsel.

Section 5. Court-Ordered Indemnification: Any Proper Person may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction for mandatory indemnification under Section 2 of this Article, including indemnification for reasonable expenses incurred to obtain court-ordered indemnification. If the court determines that such Proper Person is fairly and reasonably entitled to indemnification in View of all the relevant circumstances, whether or not he met the standards of conduct set forth in Section 1 of this Article X or was adjudged liable in the proceeding, the court may order such indemnification as the court deems proper except that if the Proper Person has been adjudged liable, indemnification shall be limited to reasonable expenses incurred in connection with the proceeding and reasonable expenses incurred to obtain court-ordered indemnification.

Section 6. Advance of Expenses: Reasonable expenses (including attorneys' fees) incurred in defending an action, suit or proceeding as described in Section 1 may be paid by the Corporation to any Proper Person in advance of the final disposition of such action, suit or proceeding upon receipt of: (i) a written affirmation of such Proper Person's good faith belief that he has met the standards of conduct prescribed by Section 1 of this Article X; (ii) a written undertaking, executed personally or on the Proper Person's behalf, to repay such advances if it is ultimately determined that he did not meet the prescribed standards of conduct (the undertaking shall be an unlimited general obligation of the Proper Person but need not be secured and may be accepted without reference to financial ability to make repayment), and (iii) a determination is made by the proper group (as described in Section 4 of this Article) that the facts as then known to the group would not preclude indemnification. Determination and authorization of payments shall be made in the same manner specified in Section 4 of this Article X.

Section 7. Witness Expenses: The sections of this Article X do not limit the Corporation's authority to pay or reimburse expenses incurred by a director in connection with an appearance as a witness in a proceeding at a time when he has not been made a named defendant or respondent in the proceeding.

Article XI

Provision of Insurance

By action of the Board of Directors, notwithstanding any interest of the Directors in the action, the Corporation may purchase and maintain insurance, in such scope and amounts as the Board of Directors deems appropriate, on behalf of any person who is or was a Director, Officer, employee, fiduciary or agent of the Corporation, or who, while a Director, Officer, employee, fiduciary or agent of the Corporation, is or was serving at the request of the Corporation as a Director, Officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic Corporation or of any partnership, joint venture, trust, profit or nonprofit unincorporated association, limited liability company or other enterprise or employee benefit plan, against any liability asserted against, or incurred by, him in that capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions herein or applicable law. Any such insurance may be procured from any insurance company designated by the Board of Directors of the Corporation, whether such insurance company is formed under the laws of Utah or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Corporation has an equity interest or any other interest, through stock ownership or otherwise.


Article XII

Miscellaneous

Section 1. Conflicts: In the event of any irreconcilable conflict between these Restated and Amended Bylaws and either the Articles of Incorporation or applicable law, the latter shall control.

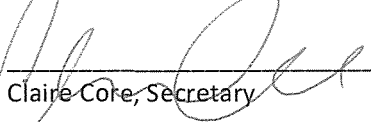
Section 2. Definitions: Except as otherwise specifically provided in these Amended Bylaws, all terms used in these Restated and Amended Bylaws shall have the same definition as in the Act.

Adopted by a unanimous vote of the Board of Directors on December 19, 2016



Jeffrey Adams, President

ATTEST:



Claire Core, Secretary

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
1100 COMMERCE STREET
DALLAS, TX 75242-0000

DEPARTMENT OF THE TREASURY

Date: **AUG 21 1996**

CANYONLANDS COMMUNITY RECYCLING
C/O LOIS WAGSTAFF
PO BOX 97
MOAB, UT 84532-0097

Employer Identification Number:
87-0485833
Case Number:
756225022
Contact Person:
ANNETTE SMITH
Contact Telephone Number:
(214) 767-6023
Our Letter Dated:
August 7, 1991
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Bobby E. Scott
District Director

"THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE."

Recorded at Request of _____

Ent 522720 Bk 848 Pg 806-807
Date: 07-FEB-2017 11:04:54AM
Fee: \$12.00 Cash
Filed By: JAC
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: NETHERCOTT JAY

at _____ M. Fee Paid \$ _____

by _____ Dep. Book _____ Page _____

Mail tax notice to _____ Address _____

WARRANTY DEED

JAY NETHERCOTT

of MOAB, County of GRAND

CONVEY and WARRANT to

RESILIENCY HUB

of P.O. Box 97
MOAB, UT 84532

\$1.00, grantee,
for the sum of
DOLLARS,

the following described tract of land in
State of Utah:

GRAND

County,

***Beginning at a point 16 rods West of the Southwest corner of Lot 2, Section 1, T26S,
R21E, Salt Lake Meridian, running thence North 100 feet, thence West 50 feet, thence
South 100 feet, thence East 50 feet to the point of beginning***

Subject to easements, reservations and restrictions, however evidenced.

SEE ATTACHMENT A.

WITNESS, the hand of said grantor, this

FEB, 2017, A. D.

Signed in the Presence of

6

day of

[Signature]
JAY NETHERCOTT

STATE OF UTAH,

County of

Grand

SS.

On the

6

day of

February

, A. D. 2017, personally appeared before me

the signer of the within instrument, who duly acknowledged to me that he executed the same.

JAY Nethercott

Eve Brannan

Notary Public

My Commission Expires:

04/13/2019

Residing at:

Utah

Application for Exemption – Real Property Schedule A

UCA §59-2-1101 and 1102
Form PT-020A
PT-020a.ai Rev. 10/99

Complete a separate Schedule A for each parcel of real property under consideration

Property Owner

Full name of the owner of record Resiliency Hub	EIN, SSN, or other tax ID number 87-0485833	
Address P.O. Box 97	Telephone 435-260-8931	
City Moab	State UT	Zip 84532

Property Information and Description

Property Location N 100 W 165 Moab, UT, 84532	Property parcel number 01-0001-0089
Brief description of parcel A parcel on the corner of 100 West and Walnut Lane with a small patio, benches, tool shed, paths, and garden.	Date the property was acquired 2/6/2017
	Acres: 0.1 <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Approximate

List separately and describe each building or physical structure on the property

There is a 9'x16' shed used to store tools and decorations. An exterior wall of the shed will be a backdrop for future free educational presentations. There are no utilities to the shed.

Use of Property

- Complete this first question separately for each building or structure, use additional sheets as necessary.
 - Building or structure Shed
 - Activities or functions this building or structure is used for Storage in the inside and the outside for presentations.
 - Percentage of building or structure used for this purpose 100%
 - Approximate hours per month building or structure is used for this purpose Ongoing
 - Date use for this purpose began 2/17/2021
- Have all activities/functions listed in 1 continued without interruption since first starting? ☒ Yes ☐ No
If no, explain any interim or non-use: _____
- Is there any use of the property, buildings or structures other than described in 1 above? ☒ Yes ☐ No
The land is for public use, education, and demonstration. Additionally, the southeast corner
If yes, describe: is a Moab City sewer easement, granted in 2019.
- Is all or part of the property, buildings or structures rented or leased? ☐ Yes ☒ No
If yes, answer the following.
 - Name of person or entity renting or leasing the property _____
 - Describe the portion that is rented or leased _____
 - Amount of rent or other compensation received _____
 - How is the rent or compensation determined? _____

Attachments Attach the following items

- A copy of the legal description of the real property under consideration.
- A current photograph of the real property under consideration.

Warranty Deed – Attachment A

The grant of the described property is granted with the express understanding, and grantor especially stipulates, that in the event that Resiliency Hub ceases to use this property for a publically accessible garden and education space, then said property will revert in ownership to the grantor or the grantors designee.

Ent 536322 Bk 891 Pg 807
Date: 13-DEC-2019 9:43:59AM
Fee: \$40.00 Check Filed By: JAC
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: TERRASOPHIA LLC

Release and Replacement of Deed Restriction on Warranty Deed

Jay Nethercott ("Grantor"), hereby releases and replaces a certain deed restriction to a Warranty Deed to Resiliency Hub, a Utah non-profit organization ("Grantee"), which Warranty Deed was recorded on February 7, 2017, in the Office of the Grand County Recorder, State of Utah, as Entry 522720, Book 848, and Pages 806 through 807. Said deed restriction is fully set forth in Attachment A (page 807) of said Entry, affecting certain real property particularly described as:

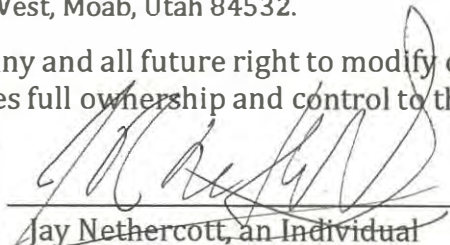
Beginning at a point 16 rods West of the Southwest corner of Lot 2, Section 1, T26S, R21E, Salt Lake Meridian, running thence North 100 feet, thence West 50 feet, thence South 100 feet, thence East 50 feet to the point of beginning, and also known as Tax Serial No. 26-21-1-111 (Hereinafter referred to as Lot)

In order to maintain the property as a publicly accessible garden and education space, Jay Nethercott, GRANTOR, hereby releases the deed restriction in Attachment A (page 807) and replaces it with the following:

The grant of the described property is granted with the express understanding that this property will be used as a publicly accessible garden and education space. In the event that Resiliency Hub ceases to use the property for a publicly accessible garden and education space, the property shall revert in ownership to the Moab Valley Multicultural Center, a Utah non-profit organization, located at 154 North 100 West, Moab, Utah 84532.

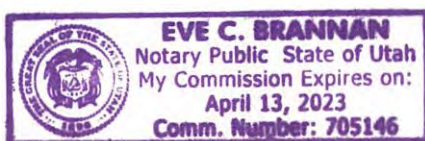
Upon signing this Release, the GRANTOR waives any and all future right to modify or otherwise influence this Warranty Deed and ceases full ownership and control to the Resiliency Hub with new restriction stated above.

GRANTOR:


Jay Nethercott, an Individual

State of Utah)
ss.
County of Grand)

The foregoing instrument was duly acknowledged before me on this 13 day of December 2019, by Jay Nethercott, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).




Notary Public

Application for Exemption – Personal Property Schedule B

UCA §59-2-1101 and 1102
Form PT-020B
PT-020b1.ai Rev. 10/99

Property Owner

Property owner Resiliency Hub	EIN, SSN, or other tax ID number 87-0485833	
Address P.O. Box 571	Telephone 435-260-8931	
City Moab	State UT	Zip 84532

Property Information and Description

Property Location N 100 W 165 Moab, UT, 84532	Personal property account number (if any)
--	---

Briefly describe the personal property under consideration for exemption

Shed containing decorations, tools, 2 burner camp stove, shade sails, plastic folding table, press, cups

List the original acquisition cost and year acquired.

	Year Acquired	Acquisition Cost
Furniture and fixtures		\$
Commercial and industrial equipment		\$
Mobile homes		\$
Other personal property	'17-'19	\$ +/- \$500
Estimated current value for items with unknown acquisition cost		\$

List all motor vehicles under consideration for exemption, including passenger cars, trucks and vans; motorcycles; campers, motor homes, travel trailers and other RVs; boats and watercraft; aircraft; and medium or heavy duty trucks.

License Plate No.	Type of Vehicle	Year	Make	Model	VIN/HIN	Location

Use of Property

1. Is the personal property used at a given parcel of real property? ☒ Yes ___ No

If yes, indicate the property parcel number or address: Parcel Number 01-0001-0089

If no, where is the property usually located? _____

2. Describe in detail all activities and functions that the property is used for, and the date the use began.

Since 2017, our tools are for garden maintenance, the press for demonstration, stove and cups for heating complimentary tea for free events, shade sails for guest comfort at garden, tables for events like seed swaps.

3. Have all activities and functions in 2 continued, without interruption since the use began? ☒ Yes ___ No

If no, explain any interim or non use: _____

(continued on reverse)

4. Was all property listed on page 1 acquired prior to January 1 of the tax year in question? ☒ Yes ☐ No
If no, indicate when property was or will be acquired: _____

5. Is any of the personal property listed on page 1 subject to any rental or lease agreements? ☒ Yes ☐ No
- If yes, complete the following schedule.

[illegible]

Application for Exemption – Benefactors Schedule C

UCA §59-2-1101 and 1102
Form PT-20C
PT-020c1.ai Rev. 9/00

Property Owner

Name of organization applying

Resiliency Hub

Contact person

Claire Core

Property location

N 100 W 165 Moab, UT, 84532

Property parcel or account number

01-0001-0089

Telephone

435-260-8931

Financial Information

1. Does the use of the property in any way create funds, revenue, products or services that are sold or given away? ☒ Yes ☐ No

If yes, state the amount and describe in detail: \$0; culinary herbs, berries, flowers, and ripe fruit is given away to the public and organizations like the Moab Valley Multicultural Center.

2. If you answered Yes in question 1, what portion of funds, revenue, products or services:

- a. Are used directly for the purposes for which exemption is claimed? 50%

Describe the individuals or organizations receiving benefits, and how they are selected: Workshop participants are taught about plant identification and uses and encouraged to pick from the garden. We have provided free culinary herbs and culturally significant flowers to the MVMC.

- b. Are used indirectly for the purposes for which exemption is claimed? 50%

Describe the individuals or organizations receiving benefits, and how they are selected: The garden is open to the public and available for free to community members and visitors.

- c. Are given to any shareholder or individuals or are distributed from the use of the property 0%

Explain in detail:

3. Does anyone receive compensation in wages, goods, services or other benefits, for services rendered with respect to the property? ☐ Yes ☒ No

If yes, attach the following information for each individual:

- Total compensation received in detail, e.g., money, goods, living quarters, services or other benefits.
- How the compensation is determined.
- Explanation of the services performed, including duties and working hours.
- Relationship of the individual to the owner, user or operator of the property, and whether the individual is a trustee, director, shareholder, lessor, member, employee or contributor of the owner.


(continued on reverse)

Attachments Attach the following documentation

1. Copies of any financial statements, income statements, profit and loss statements or other records that accurately reflect the use of the described property, including the source of all funds, the amount received from each source, and the use of such funds for the most recent fiscal year available.
2. All information requested in question 3, above.
3. If the use of the property did not create any funds, revenue, products or services that are sold or given away, but did result in a benefit to any individual or organization, attach detailed documentation indicating the following:
 - a. All individuals or organizations benefited.
 - b. The amount of benefit received by each.
 - c. How such individuals or organizations were selected.

Certification

I certify that all statements and information on this sheet are true and correct to the best of my knowledge, and that I will notify the Board of Equalization if any of the information should change. I further certify that I have authority to sign this document.

Name (printed) Claire Core	Position or capacity Resiliency Hub Board President
Signature 	Date signed 2/24/2021

When Recorded Mail to:

City of Moab

217 East Center Street

Moab, UT 84532

UTILITY EASEMENT AND AGREEMENT

THIS UTILITY EASEMENT AND AGREEMENT (the "Agreement") is made and entered into as of the date(s) set forth below by and between Resiliency Hub., the owner of record, (Grantor), and the City of Moab, a municipal corporation (Grantee). In consideration of the mutual promises and obligations contained herein, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a permanent Sewer Line easement located within the Northeast Quarter of Section 1, Township 26 South, Range 21 East, Salt Lake Base and Meridian, being more particularly described as:

Commencing at the centerline monument located at the intersection of 100 West Street and Walnut Lane, thence South 88°59'24" West 49.50 feet along the centerline of Walnut Lane and North 25.00 feet to the point of beginning, and running thence South 89°59'24" West 15.05 feet along the north right-of-way line of Walnut Lane; thence North 43°47'54" East 21.74 feet; thence South 15.69 feet along the west right-of-way line of 100 West Street to the point of beginning. Contains 118 square feet.

(the "Easement Area")

2. **Purpose.** The Easement is granted for the purpose of establishing, installing, constructing maintaining, enlarging, and repairing sewer lines, along with associated surface structures including manholes, control boxes, cables, and such other surface and sub-surface appurtenances as may be deemed necessary for the intended use. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purposes of this Agreement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

3. **Non-exclusive Use; Removal of Encroachments.** Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee. Grantor shall not construct any buildings, structures, or other permanent improvements within the Easement Area, and any such improvements or encroachments may be subject to removal without compensation.

4. **Restoration.** Upon completion of any repair or maintenance work contemplated by this Agreement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance.

5. Abandonment. This Agreement shall only be deemed abandoned upon lawful execution and recording of a written grant by Grantee conveying and abandoning this Agreement.
6. Warranty of Title and Authority. The Grantor warrants that he has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the lands subject to this Agreement.
7. Binding in Perpetuity. This Agreement is irrevocable and shall bind the subject property in perpetuity, and all of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties.
8. Sole Agreement; Modifications. This Agreement constitutes the sole and complete agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this instrument. No modification to this Agreement shall be binding unless it is in writing and duly executed by both parties.
9. Governing Law and Venue. This Agreement is governed by Utah law; the sole venue for any dispute arising from this Agreement shall be the courts of Grand County, Utah.
10. Remedies. In the event of any breach of the provisions of this Agreement, the non-breaching party may enforce same in an action for damages, specific performance, or both. In any such proceeding arising under this Agreement the prevailing party shall be entitled to recover its reasonable attorney fees and court costs, in addition to any other remedies or relief.
11. Notices. Any notice shall be sent by first class mail, postage prepaid, or delivered by courier, to the addresses for the parties as specified below:

Grantee:
City of Moab
Attn: City Manager
217 East Center St.
Moab, UT 84532

Grantor:
Resiliency Hub
PO Box 97
Moab, UT 84532

This Easement is binding and effective as of the date(s) of execution by the parties, below.

Resiliency Hub/City of Moab Utility Easement
Signature Page, Contd.

Grantor:

Resiliency Hub

By: 

Jeffrey Adams, Board President,
Resiliency Hub

STATE OF UTAH

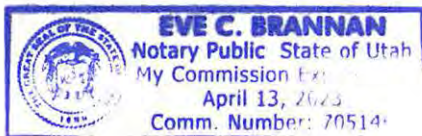
)

) ss.

COUNTY OF GRAND

)

The foregoing Easement was acknowledged and executed before me by Jeffrey Adams, Board President of Resiliency Hub, this 29 day of March, 2019. Witness my hand and official seal. My commission expires: 4/13/2023.



Eve C Brannan
Notary Public, State of Utah

Address: 25 S 100 E
Moab UT 84532

Grantee:

By: 

Emily Niehaus, Mayor of the City of Moab

Attest:



Rachel Stenta, Recorder

4-10-19

Date

-End of Document-

EVE C. BRANNAN
Notary Public, State of New York
My Commission Expires
April 13, 2011
Comm. Number: 12345678

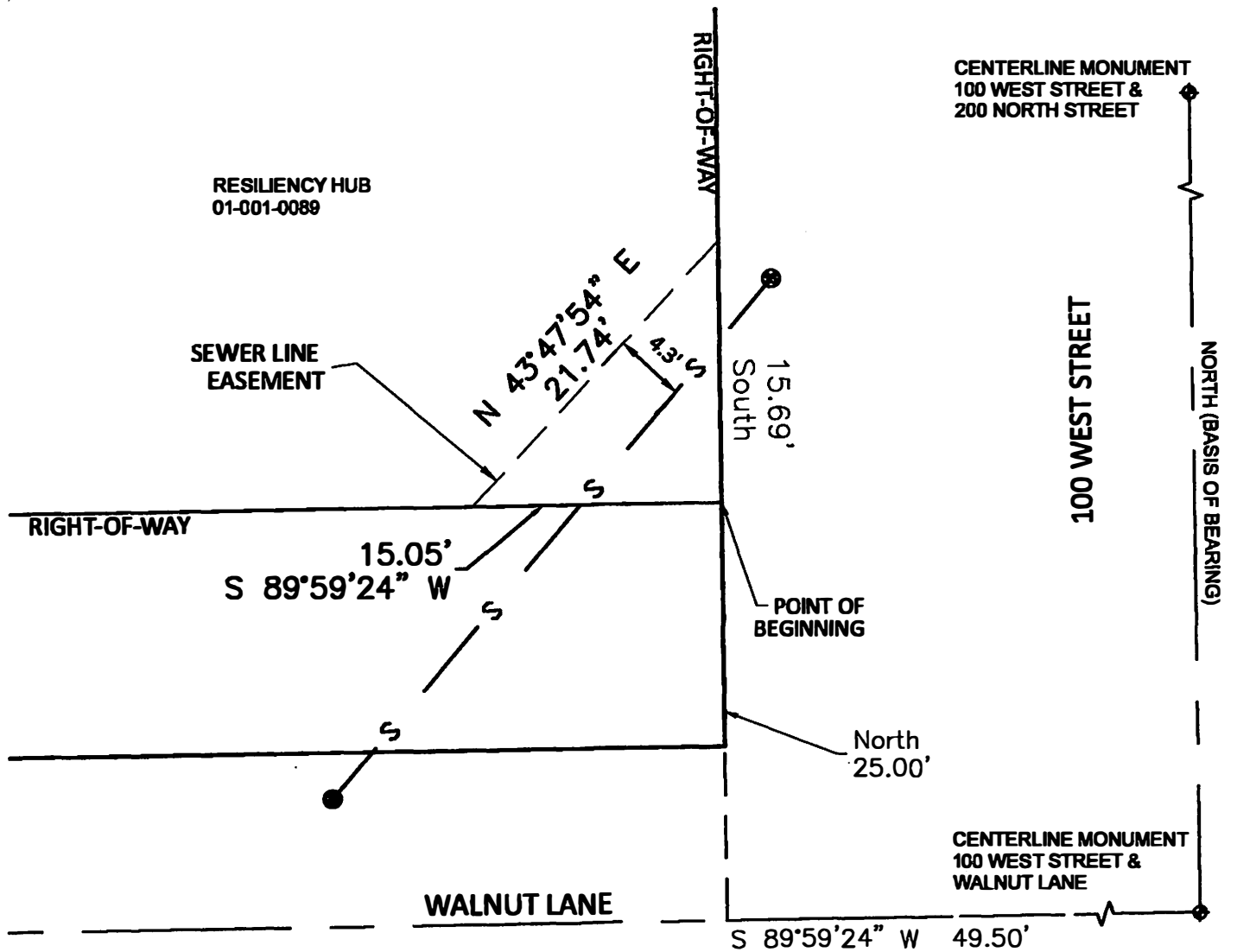


Exhibit A

A Sewer Line easement located within the Northeast Quarter of Section 1, Township 26 South, Range 21 East, Salt Lake Base and Meridian, being more particularly described as:

Commencing at the centerline monument located at the intersection of 100 West Street and Walnut Lane, thence South $88^{\circ}59'24''$ West 49.50 feet along the centerline of Walnut Lane and North 25.00 feet to the point of beginning, and running thence South $89^{\circ}59'24''$ West 15.05 feet along the north right-of-way line of Walnut Lane; thence North $43^{\circ}47'54''$ East 21.74 feet ; thence South 15.69 feet along the west right-of-way line of 100 West Street to the point of beginning.

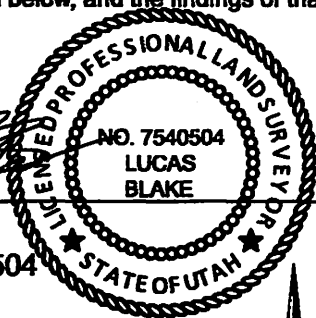
Contains 118 square feet.



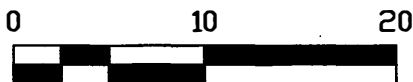
SURVEYOR'S CERTIFICATE

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

Lucas Blake
License No. 7540504



GRAPHIC SCALE



1" (INCH) = 10' (FEET)



EXHIBIT B

SEWER LINE EASEMENT



Project 038-19

Date 3/12/19

Sheet 1 of 1

Resiliency Hub 2019-2021 Budget Sheet
2/23/2021

EXPENSES	2019	2020	2021
Operating Costs			
Component	\$3,367	\$2,652	\$699
Property Taxes	\$1,497	\$1,586	\$0
Storage Fees	\$648	\$513	\$260
P.O. Box	\$134	\$172	\$134
Business name	\$10	\$10	\$10
Web Hosting	\$33	\$268	\$285
Board Retreat	\$875	\$79	\$0
Bank Fees	\$45	\$24	\$10
Legal Consultation	\$125	\$0	\$0

Educational Workshops			
Component	\$175	\$0	\$1,500
Speaker Fees	\$0	\$0	\$1,350
Refreshments	\$28	\$0	\$100
Advertising	\$147	\$0	\$50

Community Gardens Projects			
Component	\$2,586	\$2,569	\$2,700
Gardener Insurance	\$2,203	\$1,682	\$1,675
Plant signs (pending)	\$100	\$0	\$1,000
Irrigation	\$204	\$75	\$0
Pruning	\$0	\$500	\$0
Fencing/Tools	\$37	\$175	\$0
Covid Supplies	\$0	\$99	\$0
Advertising	\$42	\$38	\$25

Community Gardens Expansion (Grant Funded 2019)			
Component	\$1,000	\$0	\$0
Pollinator Garden	\$293	\$0	\$0
Food Bank Garden	\$157	\$0	\$0
MVMC Garden	\$318	\$0	\$0
Raised Beds	\$233	\$0	\$0

Ubuntu Project (Grant Funded 2018)			
Component	\$1,074	\$0	\$0
Ubuntu Press	\$180	\$0	\$0
Workshop Videos	\$894	\$0	\$0

Trashion - Event Costs			
Component	\$264	\$411	\$0
Performers	\$200	\$200	\$0
Advertising	\$64	\$174	\$0
Workshops	\$0	\$37	\$0
Grand Total Expense	\$8,465	\$5,632	\$4,899

REVENUES	2019	2020	2021
Trashion			
Component	\$2,867	\$3,453	\$0
Trashion - Entry	\$2,420	\$2,863	\$0
Trashion - Square	\$447	\$590	\$0

Sponsorships			
Component	\$1,261	\$754	\$700
SWSSD1	\$1,000	\$0	\$0
Synergy	\$252	\$250	\$250
Kroger	\$10	\$53	\$25
Moonflower 5% Day	\$0	\$451	\$425

Grants			
Component	\$2,209	\$179	\$2,500
Moonflower Seeds2Start	\$1,000	\$0	\$0
WabiSabi MAD (Carryover)	\$1,074	\$0	\$0
BF Grant (Carryover)	\$135	\$79	\$0
WabiSabi Covid Fund	\$0	\$100	\$0
UT Slow Food (pending)	\$0	\$0	\$1,000
Moab City Grant	\$0	\$0	\$1,500

Community Gardens Income			
Component	\$20	\$325	\$250
Garden Fees	\$20	\$225	\$250
Donations	\$0	\$100	\$0

Other			
Component	\$503	\$100	\$0
Reimbursements	\$503	\$100	\$0
Grand Total Revenue	\$6,860	\$4,811	\$3,450



2020 Notice of Property Valuation and Tax Changes

Quinn Hall, Grand County Clerk/Auditor

125 E Center St, Moab UT, 84532

(435)-259-1322, qhall@grandcountyutah.net

**THIS IS NOT
A BILL.
DO NOT PAY!**

The deadline for filing appeals of valuation or type is **September 15th 2020.**

Please see the back of this notice for important explanations and information.

Property Information

Parcel Number: 01-0001-0089	Street Address (legal on back): N 0100 W: 165	Property Owner(s): RESILIENCY HUB PO BOX 97 MOAB UT 84532-0097
Taxing District: 001 - MOAB CITY	Last Property Review Date: 05/15/2018	

Market and Taxable Valuations

Property Type	2019 Market Value	2019 Taxable Value	2020 Market Value	2020 Taxable Value
COMMERCIAL LAND	140,885	140,885	140,885	140,885
Total Property Value	140,885	140,885	140,885	140,885

Primary Residential Exemption:

If the property type says "Res." and the taxable value is less than the market value, then you are receiving the exemption. **You must file an appeal by Sept 15th to change this type.** See back for more info.

Tax Change Information

See the back of this notice for a detailed explanation of these columns.

Taxing Entities	2019	2020 Tax Amounts						Public Hearings for Budgets, place/date/time
	Last Year Amount	With no budget change		If proposed budget change approved		Change in 2020 with increase		
	Taxes	Rate	Taxes	Rate	Taxes	Amount	Percent	
GRAND COUNTY GENERAL	210.34	0.001456	205.13	0.002133	300.51	95.38	46.50%	12/03/2019 6:00 P.M. GRAND COUNTY COUNCIL CHAMBERS
SCHOOL - GENERAL	799.10	0.005472	770.92	0.005672	799.10	28.18	3.66%	
SCHOOL - STATE BASIC LEVY	234.01	0.001628	229.36	0.001628	229.36	0.00	0.00%	
GRAND COUNTY - DEBT	14.23	0.000101	14.23	0.000000	0.00	-14.23	-100.00%	
MULTICOUNTY ASSESSING & COLLECTING	1.27	0.000012	1.69	0.000012	1.69	0.00	0.00%	12/03/2019 6:00 P.M. GRAND COUNTY COUNCIL CHAMBERS
COUNTY A&C	53.11	0.000368	51.85	0.000368	51.85	0.00	0.00%	
LIBRARY	53.40	0.000370	52.13	0.000486	68.47	16.34	31.34%	
GRAND COUNTY CEMETERY	26.06	0.000180	25.36	0.000180	25.36	0.00	0.00%	
MOAB MOSQUITO ABATEMENT	25.08	0.000173	24.37	0.000228	32.12	7.75	31.80%	12/03/2019 6:00 P.M. 1000 SAND FLATS RD
MOAB VALLEY FIRE	61.71	0.000425	59.88	0.000425	59.88	0.00	0.00%	
CHARTER SCHOOL STATE LEVY	6.90	0.000046	6.48	0.000046	6.48	0.00	0.00%	
LIBRARY - DEBT	11.98	0.000080	11.27	0.000080	11.27	0.00	0.00%	
Totals	1,497.18	0.010311	1,452.67	0.011258	1,586.09	133.42	This notice does not include Personal Property	

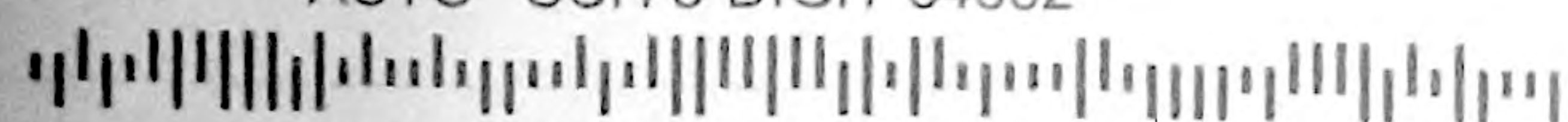
Tax Relief and Abatement: This notice does not reflect any tax relief/abatements. **File by September 1st.** See back for more info.

County Board of Equalization

Please review the information on this notice carefully. Appeals of value or the property type must be filed with the Board of Equalization (BOE) by **September 15th, 2020** or within 45 days of this mailing whichever is later. Appeal forms are at www.grandcountyutah.net or available by contacting the Assessor's Office 435-259-1329. BOE hearings will be held September 2-4, 2020, in the Grand County Council Chambers.

DO NOT PAY! THIS IS NOT A BILL.

*****AUTO**SCH 5-DIGIT 84532



RESILIENCY HUB
PO BOX 97
MOAB UT 84532-0097

AA 15 1/1-P1 T1





**Grand County, Utah
Board of Equalization**

TAX EXEMPTION GUIDELINES

Real property and personal business property owned by non-profit organizations shall be tax exempt under Utah Statute § 59-2-1101 and the Utah Constitution at Article XIII, Section 3 if the BOE determines that the property's use is exclusively charitable (serving the common good). Once exemption is approved, the non-profit organization must fill out and return an Annual Statement for Continued Property Tax Exemption by March 1 of each year, pursuant to Utah Statute § 59-2-1102 and Administrative Rule R884-24P-35.

When a non-profit organization acquires property on or after January 1 that may qualify for an exclusive use exemption, that entity may apply for the exclusive use exemption on or before the later of **MARCH 1ST** (or the next business day if the 1st falls on a weekend) or **30 days after the property is acquired**, pursuant to Utah Statute §§ 59-2-1101 and 1102 and Administrative Rule R884-24P-35.

These deadlines may not be waived by the Board of Equalization ("BOE"). Further, it is the responsibility of the non-profit organization to prove it is eligible for an exemption by presenting its application to the BOE (on forms maintained in the County Assessor's Office) and analyzing each of the criteria below with specificity.

As established by the Utah Supreme Court, the BOE shall evaluate the following criteria to determine if a property is being used exclusively for a charitable purpose rather than for private benefit.*

1. Whether the purpose of the organization and the use of the subject property is to provide a significant service to others without immediate expectation of material reward.
2. Whether the entity is supported, and to what extent, by donations and gifts.
3. Whether the recipients of the charity, and in particular the subject property, are required to pay for the assistance received, in whole or in part; whether there is "material reciprocity."
4. Whether the income received from all sources produces a profit to the organization in the sense that the income exceeds operating and long-term maintenance expenses.
5. Whether the organization profits from the use of the subject property.
6. Whether the beneficiaries of the charity and subject property are restricted or unrestricted; and, if restricted, whether the restriction bears a reasonable relationship to the entity's charitable objectives.

** These criteria do not apply to educational and religious organizations, which are evaluated differently under Utah law.*

7. Whether dividends or some other form of financial benefit, or assets upon dissolution, are available to private interests, and whether the entity is organized and operated so that any commercial activities are subordinate or incidental to charitable ones.
8. Whether the property is currently used for charitable purposes, or whether it is held for investment purposes (vacant property will not be considered).
9. Whether the non-profit organization provides a service that the government would otherwise have to perform.
10. Whether the use constitutes a gift to the community rather than community benefit.

The BOE shall evaluate each case on its own facts, may weigh the foregoing criteria differently, and need not make a finding of qualification under every factor to approve the tax exemption request.

If the BOE determines that the property is exclusively used for charitable purposes after weighing the criteria above, then the tax exemption shall be granted under Utah Statute and the Utah Constitution.

** These criteria do not apply to educational and religious organizations, which are evaluated differently under Utah law.*

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

APRIL 6, 2021

Agenda Item: F

TITLE:	ADOPTING ORDINANCE AMENDING ORDINANCE NO. 588 AND LAND USE CODE SECTIONS 6.5.3 (EXEMPT SIGNS) 6.5.4 (PROHIBITED SIGNS), 6.5.5(D) (PERMITTED SIGNS; ILLUMINATION), AND 10.2 (DEFINITIONS)
FISCAL IMPACT:	N/A
PRESENTER(S):	Christina Sloan, County Attorney

Prepared By:

Christina Sloan,
County Attorney

FOR OFFICE USE ONLY:

Attorney Review:

Complete

RECOMMENDATION:

I move to adopt the proposed amendment to Ordinance No. 588 and Land Use Code Sections 6.5.3, 6.5.4, 6.5.5(D), and 10.2.

BACKGROUND:

New billboards are prohibited in the County under LUC 6.5.4. However, we do not have express language in our Dark Skies Ordinance prohibiting the conversion of existing signs and billboards to electronic messaging signs and digital billboards in the unincorporated areas of Grand County. Bills in the General Session (which ultimately did not pass but will likely be brought up again in future sessions) require we allow such conversion unless expressly prohibited by Ordinance. Thus, the County Attorney recommends we update Ordinance No. 588 to remain whole and protect our Dark Skies, a major economic drive in Grand County.

The Grand County Planning Commission unanimously voted, after a public hearing held March 8, 2021, to forward a positive recommendation for amending Ordinance No. 588 and LUC Sections 6.5.3, 6.5.4, 6.5.5(D), and 10.2. The Grand County Commission held a public hearing on this matter on March 16, 2021.

ATTACHMENT(S):

1. Proposed Ordinance;
2. Exhibit A to Ordinance

GRAND COUNTY, UTAH
ORDINANCE NO. [REDACTED] (2021)

**AN ORDINANCE AMENDING ORDINANCE NO. 588 AND LAND USE CODE
SECTIONS 6.5.4 (PROHIBITED SIGNS), 6.5.5(D) (PERMITTED SIGNS;
ILLUMINATION), AND 10.2 (DEFINITIONS)**

WHEREAS, Utah Statute § 17-53-223 grants the legislative body power to enact and 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 same, 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, the previously named Grand County Council adopted the *Grand County Land Use Code* (“Land Use Code” or “LUC”) on January 4, 1999 with Ordinance No. 299 and amended it February 19, 2008 with Ordinance No. 468 for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, the Grand County Commission (the “Commission”) adopted Ordinance No. 588 (“Dark Skies Ordinance”) on April 2, 2019 after public hearing and determination that it was in the best interest of the citizens of the County;

WHEREAS, Utah’s Natural Bridges National Monument is the world’s first International Dark Sky Park, and Grand County is one of four Utah Counties with two or more International Dark Sky Parks;

WHEREAS, preserving Grand County’s dark night skies provides an economic benefit by encouraging visitors to stay longer as well as supporting astro-tourism specific businesses;

WHEREAS, Utah has some of the darkest skies in the world, the the Utah Office of Tourism advertises dark sky places as part of their promotion of Utah at www.visitutah.com, and the Fall 2020 Business Summit hosted by the Utah Governor’s Office of Economic Development highlighted presentations on the Economics of Dark Sky Communities;

WHEREAS, electronic messaging signs and digital billboards are harmful to the nighttime environment and electronic or digital billboard display technologies cannot be shielded, causing their light to flood the night sky, which wastes energy, contributes to light pollution, and harms the County’s economy; and

WHEREAS, the Grand County Commission desires to amend Ordinance No. 588 and LUC Sections 6.5.4, 6.5.5(D), and 10.2 to expressly prohibit electronic billboards in the unincorporated area of Grand County;

NOW, THEREFORE, BE IT ORDAINED that the Grand County Commission hereby amends Ordinance No. 588, in relevant part, and Land Use Code Sections 6.5.4, 6.5.5(D), and 10.2 (Definitions) as follows:

See Exhibit A.

To immediately preserve the peace and health of the County, its inhabitants, and its dark skies, this Ordinance shall take effect immediately upon publication in the *Times Independent* pursuant to Utah Statute § 17-53-208.

ADOPTED by the Commission in a public meeting on March 2, 2021 as follows:

Those voting aye:

Those voting nay:

Those absent:

Grand County Commission:

ATTEST:

Mary McGann, Chair

Quinn Hall, Clerk/Auditor

Exhibit A

Section 6.5.4 (Prohibited Signs)

Prohibited signs include the following signs:

- A. Signs advertising business, activity, product or service not conducted on the premises upon which sign is located, such as billboards;
- B. Signs employing mercury vapor, low pressure and high pressure sodium, metal halide lighting, internal illumination, and plastic panel rear-lighted;
- C. Signs on roofs, dormers, and balconies;
- D. Signs containing statements, words, or pictures of an obscene, indecent or immoral character;
- E. Signs that contain or consist of ribbon streamers, strings of light bulbs, spinners, or other similarly moving devices;
- F. Signs that have a moving part or are portable or wheeled;
- G. Signs painted or mounted upon the exterior side or rear walls of any principal or accessory building or structure, except as otherwise permitted hereunder; **and**
- H. **Signs employing flashing, intermittent, or moving light(s) such as electronic or digital display technologies (LED, LCD, etc).**

Section 6.5.5(D) Permitted Signs Illumination

1. Signs may be unlighted, lighted externally, lighted internally, or backlit. All sign lighting must be designed, directed, and shielded in such a manner that the light source is not visible beyond the property boundaries where the sign is located. Lighting for signs must be directed such that only the sign face is illuminated. All lighted signs must have stationary and constant lighting. **Flashing, intermittent, or moving light(s) including electronic or digital display technologies (LED, LCD, etc.) are prohibited pursuant to Section 6.5.4(H), as amended.**

Section 10.2 (Definitions)

Sign Any letter, figure, character, mark, plane, point marquee sign, design poster, pictorial, picture, stroke, stripe, line, trademark, reading matter, or billboard of illuminated or non-illuminated surface that shall be so constructed, placed, attached, painted, erected, fastened, or manufactured in any manner whatsoever, so that the same shall be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine, or merchandise whatsoever, that is displayed in any manner whatsoever out of doors.

**GRAND COUNTY, UTAH
ORDINANCE 588 (2019)**

**APPROVING OUTDOOR LIGHTING AND
SIGN ILLUMINATION STANDARDS**

WHEREAS, the Grand County Council (County Council) adopted the *Grand County General Plan Update* (General Plan) on February 7, 2012 with Resolution No. 2976;

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

WHEREAS, Sections 2.11.4, 6.5.5(D), and 6.6 of the Grand County LUC address outdoor lighting and sign illumination standards;

WHEREAS, Grand County acknowledges the relationship between land development, urban design, and potential impacts on dark skies;

WHEREAS, the Utah Legislature adopted Senate Concurrent Resolution (S.C.R.) 002 (2018), which encourages the use of shielded outdoor lighting to promote dark skies;

WHEREAS, backlight, uplight, and glare creates wasted light, excessive light, light pollution, and light trespass into unwanted areas;

WHEREAS, light pollution is the artificial brightening of the night sky due to light that escapes from poorly designed light fixtures;

WHEREAS, property owners and the County could reduce their power costs by discontinuing the use of unshielded light fixtures;

WHEREAS, humans and wildlife rely on the earth's daily cycle of light and dark, and research suggests that light pollution has a negative effect on sleep cycles;

WHEREAS, light pollution negatively impacts professional and amateur astronomers who rely on the darkness of skies to observe, study, further scientific knowledge, and generally enjoy the regional environment;

WHEREAS, many residents of an visitors to the Moab Area are attracted by the relatively pristine dark skies in the region and throughout the Colorado Plateau;

WHEREAS, in a public hearing on January 8, 2019, the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and forwarded a favorable recommendation to the Grand County Council;

WHEREAS, due notice was given that the Grand County Council would meet to hear and consider the proposed ordinance establishing new sign illumination and outdoor lighting standards in a public hearing on March 19, 2019;

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the subject application and has determined that the adoption of this ordinance is in the best interests of the citizens of Grand County, Utah;

NOW, THEREFORE, BE IT ORDAINED by the County Council that the LUC is hereby amended to read:

See Exhibit A

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this April 2, 2019 by the following vote:

Those voting aye: Halliday, Hawks, McGann, Morse, Wells, Clapper

Those voting nay: _____

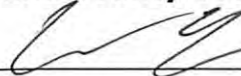
Those abstaining: Paxman

ATTEST:



Chris Baird, Clerk/Auditor

Grand County Council



Evan Clapper, Chair

Exhibit A

Outdoor Lighting and Sign Illumination Standards

Section 2.11.4 (Resort Commercial District)

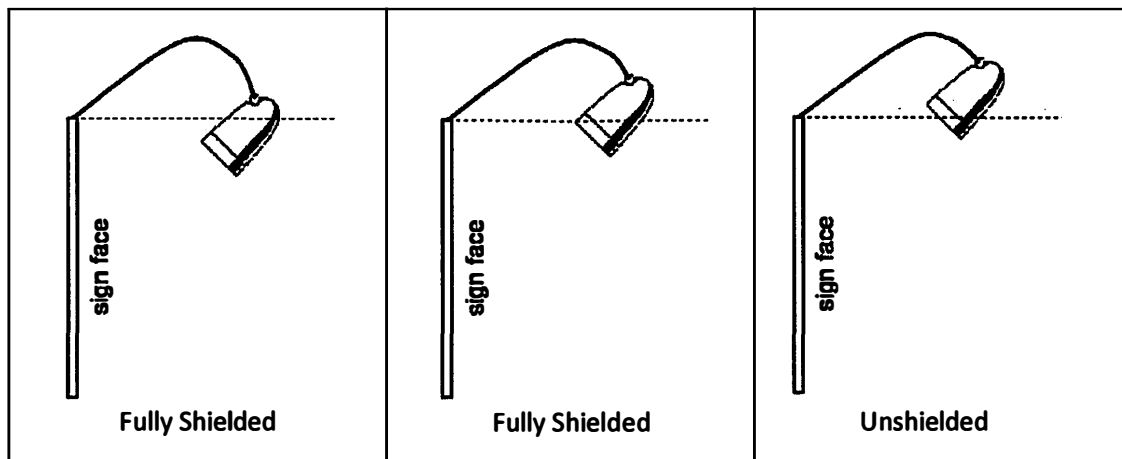
F. Signage

All signs shall comply with the requirements of Section 6.5.

Section 6.5.5(D) Permitted Signs Illumination

1. Signs may be unlighted, lighted externally, lighted internally, or backlit. All sign lighting must be designed, directed, and shielded in such a manner that the light source is not visible beyond the property boundaries where the sign is located. Lighting for signs must be directed such that only the sign face is illuminated. All lighted signs must have stationary and constant lighting. All sign lighting is included in the calculation of total light output for a property.
 - a. Standards for Externally Illuminated Signs:
 1. Lighting for externally illuminated signs must be aimed and shielded so that light is directed only onto the sign face and does not trespass onto adjacent streets, roads or properties or into the night sky.
 2. Lighting for externally illuminated signs must be mounted at the top of the sign (or within 2 feet of the top of a wall mounted sign), except for freestanding monument style signs which may be illuminated by ground mounted lighting.
 3. Lighting shall consist of no more than four (4) individual fixtures (or lamps) per sign face and produce a maximum of 40,000 lumens per fixture.
 4. All sign lighting shall be included in the calculation of total light output.

Permitted and Prohibited External Sign Lighting Configurations	
Allowed	Not Allowed



b. Standards for Internally Illuminated Signs:

1. Only sign text areas and logos may be illuminated on an internally illuminated sign.
2. Internally illuminated signs shall use semi-opaque materials for sign text and logos such that the light emanating from the sign is diffused. Transparent or clear materials are not allowed for sign text and logos. Non-text portions of the sign (e.g., background and graphics other than the logo) shall be made of completely opaque material.

c. Standards for Backlit Signs:

1. The light source shall not be visible.
2. Backlit signs shall only allow indirect illumination to emanate from the sign. For example, signs that create a "halo" effect around sign copy are allowed.

d. Standards for Illuminated Window Signs

1. Businesses may display a maximum of two (2) illuminated window signs positioned to be primarily visible outside the business structure.
2. Illuminated window signs shall not exceed four (4) square feet in area.
3. Illuminated window signs shall not be illuminated when the business is closed.

Section 6.6 – Outdoor Lighting

6.6.1 Purpose

The Purposes of this Section are to:

- A. Encourage outdoor lighting practices that will minimize light pollution, glare, light trespass and sky glow to curtail the degradation of the night time visual environment;

- B. Prevent lighting nuisances on properties located in and adjacent to Grand County;
- C. Promote energy conservation;
- D. Improve night-time safety, utility, security, and productivity;
- E. Develop an attractive nighttime appearance in the County;
- F. Minimize lighting health risks arising from inappropriate quantities and qualities of lighting;
- G. Prevent unnecessary or inappropriate outdoor lighting;
- H. Minimize nighttime impacts on nocturnal wildlife;
- I. Facilitate the economic development potential of astro-tourism, and the enhancement of the visitor experience in the Moab Area;
- J. Maintain the rural atmosphere of the County; and
- K. Encourage quality outdoor lighting through the use of efficient bulbs and light sources, fully shielded light fixtures, and limits on the location and uses of outdoor lighting.

6.6.2 Scope and Applicability

- A. All lighting should be consistent with and promote the Purposes set forth in Section 6.6.1.
- B. All exterior outdoor lighting installed after the effective date of this section in all zones in the County shall conform to the requirements established by this section. This Section does not apply to indoor lighting.
- C. All existing outdoor lighting that does not meet the requirements of this Section and is not exempted by this Section shall be considered a nonconforming use or part of a nonconforming structure subject to the five (5) year amortization schedule outlined in Section 6.6.10(B)(3) of this LUC.

6.6.3 Definitions

“Accent or Architectural Lighting” means lighting of building surfaces, landscape features, statues, and similar items for the purpose of decoration, ornamentation, creation of visual hierarchy, sense of liveliness, or other purpose unrelated to safety, business operation, or essential lighting function.

“Backlight” means all the light emanating behind a luminaire.

“B.U.G. Rating” means backlight, up-light, and glare rating, which exists on a scale of zero to five (0 to 5) and describes the light output of a luminaire.

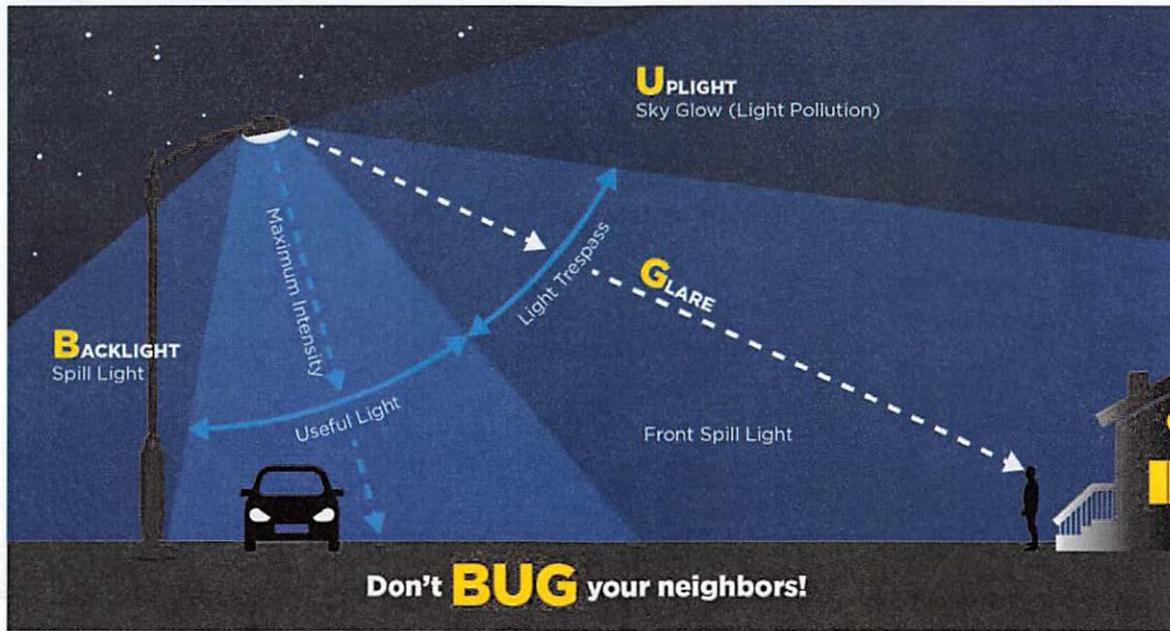


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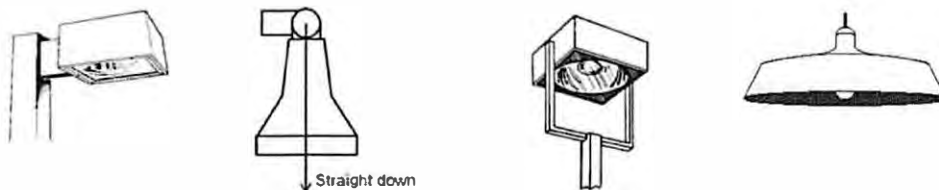
"Correlated Color Temperature" (CCT) is a specification of the color appearance of the light emitted by a lamp, relating its color to the color of light from a reference source when heated to a particular temperature, measured in degrees Kelvin (K). The CCT rating for a lamp is a general "warmth" or "coolness" measure of its appearance. Lamps with a CCT rating below 3,000 K are usually considered "warm" sources, while those with a CCT above 3,000 K are usually considered "cool" in appearance.

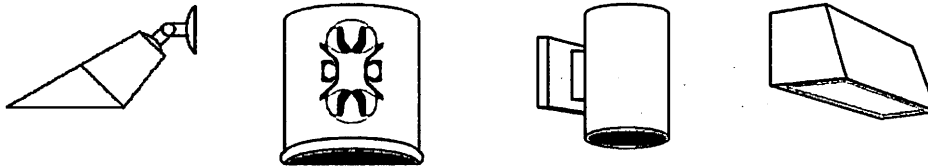
"Direct Illumination" means illumination resulting from light emitted directly from a bulb, luminary, or reflector. This does not include light reflected from other surfaces such as the ground or building faces.

"Fixture" means a complete lighting unit consisting of a lamp or lamps together with the parts designed to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply."

"Floodlight" means a fixture or bulb designed to "flood" an area with light. A specific form of bulb or fixture designed to direct its output in a specific direction. Such bulbs are often designated by the manufacturer and are commonly used in residential outdoor lighting.

"Fully Shielded Fixture" means an outdoor light fixture constructed and mounted so that the installed fixture emits no light above the horizontal plane. Where a light manufacturer provides a BUG rating, the uplight rating (U) must equal zero (0). Fully shielded light fixtures must be shielded in and of themselves. Surrounding structures, like canopies, are not to be considered when determining if the fixture is fully shielded. Fully shielded fixtures must be appropriately mounted so that the shielding prevents light from escaping above the horizontal and all light is directed downward.





Examples of fully shielded light fixtures.

“Glare” means the visual sensation caused by excessive brightness and which causes annoyance, discomfort, or a disability loss in visual performance or visibility.

“Internally Illuminated” as it relates to signs, means any sign which has a light source entirely enclosed within the sign and not directly visible to the eye.

“Light Pollution” means any adverse effect of manmade light. Often used to denote "sky glow" from developed areas, but also includes glare, light trespass, visual clutter and other adverse effects of lighting.

“Light Source” means the part of a lighting fixture that produces light, e.g. the bulb, lamp, or chips on board.

“Light Trespass” means any light that falls beyond the legal boundaries of the property it is intended to illuminate.

“Lumen” means a unit of luminous flux equal to the light emitted by a uniform point source of one candle intensity. Lumens refers to the amount of light emitted by a bulb (more lumens equals brighter light).

Common Relationships between bulb types, wattages and lumen levels

Brightness in Lumens	220+	400+	700+	900+	1300+
Standard	25W	40W	60W	75W	100W
Halogen	18W	28W	42W	53W	70W
CFL	6W	9W	12W	15W	20W
LED	4W	6W	10W	13W	18W

“Luminaire” means the same as “fixture.”

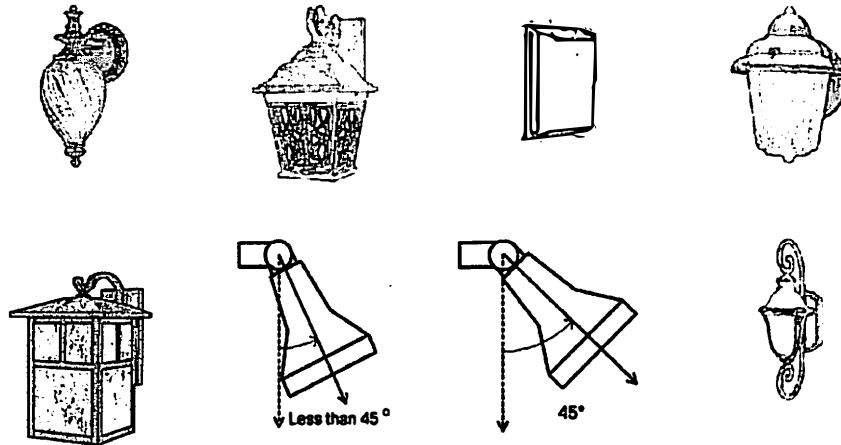
“Manufacturer’s Catalog Cuts” means a publication or other printed material of a bulb or lighting manufacturer offering visual and technical information about a lighting fixture or bulb.

“Developed Acre” means the proportionate amount of an acre (43,560 square feet) of land that is converted from raw, undeveloped land into land associated with the permitted principal and accessory uses occurring on a parcel. This includes building footprints, private roads, parking lot surface areas, designated recreational areas, walking paths, stormwater detention and retention facilities, and other lands clearly related to the permitted uses on a parcel. Present and future public rights-of-way, lands with natural slopes greater than 30 percent, jurisdictional wetlands, lands in the 100 year floodplain, public drinking water supply water sources (recharge areas for the aquifer in the Glen Canyon Formation), lands affected by immitigable geo-hazards, riparian habitats, archeological sites, and required open space shall not be included in the calculation of developed acreage.

“Outdoor Light Fixture” means a complete lighting unit consisting of a lamp(s) and ballast(s) (when applicable), together with the parts designed to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply. Also known as a luminaire, or simply as a fixture.

“Partially Shielded Light Fixture” means an outdoor light fixture constructed and mounted so that the installed fixture emits most of its light above the horizontal plane. Where a light manufacturer provides a BUG rating, the

uplight (U) and backlight (B) ratings are greater than zero (0). Light emitted at or above the horizontal plane (sideways or upwards) shall arise solely from incidental decorative elements or strongly colored or diffusing materials such as colored glass or plastic. Fixtures using spot or flood lamps are considered partially shielded if the lamps are aimed no higher than 45 degrees above the vertical plane beneath the fixture.



Examples of partially shielded lighting fixtures

“Recreational Lighting” means lighting used to illuminate sports fields, ball courts, playgrounds, or similar outdoor recreational facilities.

“Skyglow” means the brightening of the nighttime sky resulting from the scattering and reflection of artificial light by moisture and dust particles in the atmosphere. Skyglow is caused by light directed or reflected upwards or sideways and reduces one’s ability to view the nighttime sky.

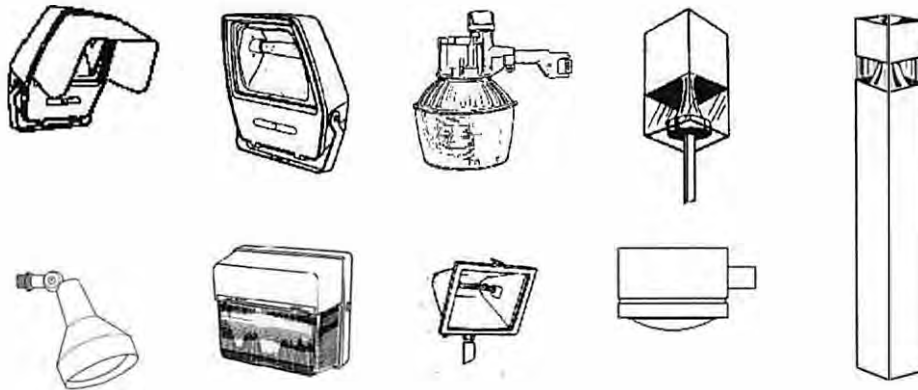
“Spotlight” means a fixture or bulb designed to light a small area very brightly. See definition of Floodlight.

“Total” means the sum of shielded and unshielded light.

“Total outdoor light output” means the total amount of light measured in lumens from all bulbs installed in outdoor lighting fixtures. For bulb types that vary in light output as they age (such as fluorescent and high intensity discharge (HID) bulbs), the initial lumen output as defined by the manufacturer shall be the lumen value used.

“Tower” means any monopole, antenna, or the like that exceeds eighteen feet (18') in height.

“Unshielded Fixture” means a fixture that has no shielding at all that would otherwise specifically prevent light emission above the horizontal.



Examples of unshielded light fixtures.

“Uplight” means all the light emanating above the horizontal plane of a luminaire.

6.6.4 Fully Shielded Fixture Requirements

- A. Unless specifically exempted by this Section, all outdoor lighting shall use fully shielded fixtures and shall be installed so light is directed downward with no light emitted above the horizontal plane of the fixture. Where a light manufacturer provides a BUG rating, the uplight rating (U) must equal zero (0).
- B. In order to qualify as a "fully shielded" fixture, a light fixture must have the top and sides made of completely opaque material such that light only escapes through the bottom of the fixture. Fixtures with translucent or transparent sides, or sides with perforations or slits, do not qualify as fully shielded. Any glass or diffuser on the bottom of the fixture must be flush with the fixture (no drop lenses). Merely placing a light fixture under an eave, canopy, patio cover, or other similar cover does not qualify as fully shielded.
- C. Fixtures must not be placed at a location, angle, or height that directs illumination outside the property boundaries where the light fixtures are located.
- D. Notwithstanding the exemptions in Section 6.6.4.E, all residential and commercial luminaires shall be fully shielded within twenty-five (25) feet of adjacent residential property lines.
- E. Exemptions to Fully Shielded Fixture Requirements:
 1. All lights exempted by this section shall be included in the calculation for total light output.
 2. Fixtures having a total light output less than one thousand (1,000) lumens are exempted from the fully shielded requirement provided the following criteria are met:
 - a. The fixture has a top that is completely opaque such that no light is directed upwards.
 - b. The fixture has sides that completely cover the light source and are made of opaque or semi-opaque material. Fixtures with opaque sides may have incidental decorative perforations that emit small amounts of light. Semi-opaque material such as dark tinted glass or translucent plastic may be used if the light source is not discernable behind the material. Completely transparent materials, such as clear or lightly tinted colored glass, are not allowed.
 - c. The light source must not be visible from any point outside the property on which the fixture is located.

3. Spotlights controlled by motion sensors having a light output less than one thousand (1,000) lumens per lamp are exempted from the fully shielded requirement provided:
 - a. The fixture is a spotlight or other type of directed light that shall be directed straight down; and
 - b. The fixture must not be placed in such a manner that results in illumination being directed outside the property boundaries where the light fixtures are located.
 - c. Lights controlled by motion sensors shall not be triggered by movement or activity located off the property on which the light is located.
4. Pathway lights less than eighteen inches (18") in height are exempted from the fully shielded fixture requirement, if the total light output from each pathway light is less than three hundred (300) lumens.
5. Temporary exterior lighting intended as holiday or seasonal decorations displayed between November 15 and the following January 15, provided that individual lamps do not exceed 70 lumens and neither cause light trespass nor interfere with the reasonable use and enjoyment of any other property.
6. Traffic control signals and devices.
7. Temporary emergency lighting in use by law enforcement or government agencies or at their direction.
8. The lighting of federal or state flags, provided that the light is a top-down and narrow beam aimed and shielded to illuminate only the flag.
9. An applicant requesting approval for lighting that does not conform to these standards shall follow the procedures and findings requirements set forth in Section 9.14 Variances.

6.6.5 Total Light Output

- A. Commercial. Total outdoor light output shall not exceed fifty thousand (50,000) lumens per developed acre. Streetlights used for illumination of public rights-of-way are excluded from this calculation. Commercial developments shall be permitted a minimum of 5,000 lumens of lighting regardless of parcel size.
 1. In non-residential zone districts, partially and unshielded lighting on a property shall not exceed 5,000 lumens per developed acre, and shall be included in the total outdoor light output calculation
- B. Residential. Total outdoor light output shall not exceed ten thousand (10,000) lumens of lighting for parcels one-half (acre), or larger, in size. Parcels smaller than one-half (1/2) acre shall be permitted five thousand (5,000) lumens of lighting regardless of parcel size. Total outdoor light output of any multifamily residential development including five (5) or more separate lots or units shall not exceed twenty thousand (20,000) lumens of lighting per developed acre.
 1. In residential zones, partially and unshielded lighting on a property shall not exceed 1,000 lumens per lot, and shall be included in the total outdoor light output calculation.

2. Residential units used for overnight accommodations or other commercial uses shall comply with the residential standards for total light output.

6.6.6 Lighting Hours

- A. Commercial establishments shall turn off all outdoor lighting, except that listed below, by twelve o'clock (12:00) midnight:
 - a. Businesses open to the public after twelve o'clock (12:00) midnight may leave all outdoor lighting on until one hour after the close of business.
 - b. Lighting to illuminate the entrance to the commercial establishments.
 - c. Parking lot and pathway lighting required for the safety of guests or customers.
- B. Recreational lighting (residential and commercial) shall be turned off by ten o'clock (10:00) P.M. or one hour after conclusion of a specific sporting event, whichever is later.

6.6.7 Lighting Color

All exterior lighting shall utilize light sources with correlated color temperature not to exceed 3,000 Kelvin (K).

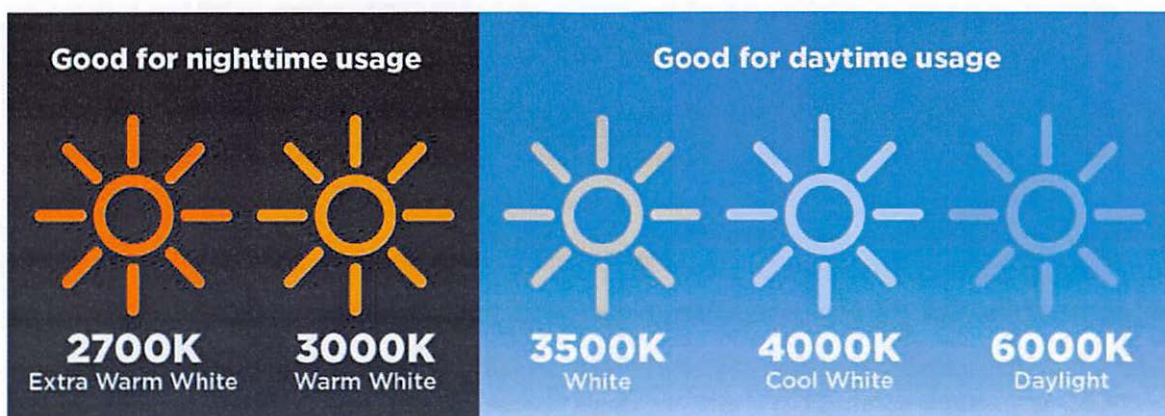


Image by City of Ft. Collins, Colorado and used here with permission.

6.6.8 Specialized Outdoor Lighting Conditions and Standards

- A. Gas station canopies may be illuminated provided all light fixtures are mounted on the undersurface of the canopy and all light fixtures are fully shielded. Merely placing the fixtures on the underside of the canopy does not qualify as fully shielding the light fixture.
- B. Roadway and street lights are prohibited unless recommended by the County engineer or required by UDOT to provide for the safety of the public. When deemed necessary, streetlights shall utilize lamp types that are fully shielded luminaires that minimize sky glow, light trespass, and other unintended impacts of artificial lighting. All streetlights shall utilize the lowest illuminance levels acceptable to the County engineer and UDOT.
- C. Parking lots may not utilize spot or flood lighting whether mounted on a post or exterior building wall. The overall height of any light post used to illuminate parking lots in commercial zones shall not exceed twenty-five feet (25'). All post mounted parking lot lights shall be set back from property lines a distance

equal to two and one-half (2.5) times the height of the pole unless an internal or external shield prevents the fixture being visible from outside the property boundaries. The overall height of any light post used to illuminate parking lots in residential zones shall not exceed twenty-five feet (25'). All parking lot lighting shall use fully shielded downward directed fixtures. Internal or external shields shall prevent the fixture being visible from outside the parking lots.

- D. Outdoor recreation areas or athletic fields at publicly owned facilities may use illumination to light the surface of play and viewing stands and for the safety of the public. The following standards shall apply to outdoor recreation area or athletic field lighting:
1. The recreational lighting does not exceed illuminance levels for class IV sports lighting set by the Illuminating Engineering Society of North America.
 2. The recreational lighting provides illuminance for the surface of play and viewing stands, and not for any other areas or applications.
 3. Off-site impacts of the lighting will be limited to the greatest practical extent possible
 4. The lighting for areas or applications outside the surface of play and viewing stands shall conform to all provisions in this Section.
 5. The recreational or athletic facility shall extinguish lighting exempted by this section no later than 10:00 pm or one hour after the end of play, whichever is later.
 6. The recreational lighting shall have timers that automatically extinguish lighting to ensure lights are not left on after the curfew or when the facilities are not in use.
- E. Outdoor amphitheaters may use illumination to light the performance area of the amphitheater and for the safety of the public. The following standards apply to all amphitheater lighting:
- a. Lighting used to illuminate the performance area must be either directed spotlighting or fully shielded lighting. If directed spotlighting, the light source must be located and designed such that it is not visible beyond the property boundaries.
 - b. Lighting used to illuminate the performance area may only be turned on during performances or rehearsals.
 - c. Lighting used to illuminate the seating areas, pathways, and other areas of the amphitheater must meet all standards of this Section.
- F. Special events may use illumination to light the event area and for the safety of the public. The following standards apply to all amphitheater lighting:
- a. Lighting used to illuminate the event area must be either directed spotlighting or fully shielded lighting. If directed spotlighting, the light source must be located and designed such that it is not visible beyond the property boundaries.
 - b. Lighting used to illuminate the event area may only be turned on during the hours event activities are open to the public or paying guests.
 - c. Lighting used to illuminate the seating areas, pathways, and other areas of the event must meet all standards of this Section.
- G. All illuminated signs shall comply with the standards of Section 6.5.

6.6.9 Application and Review Procedures

A. Lighting Plan

All sign permit applications, subdivision applications, site plan applications, building permit applications, and other development review applications within any zone district shall include a lighting plan that shows evidence that the proposed lighting fixtures and light sources comply with this code. Lighting plans shall include the following:

1. Plans or drawings indicating the proposed location of lighting fixtures, height of lighting fixtures on the premises, and type of illumination devices, lamps, supports, shielding and reflectors used and installation and electrical details.
2. Illustrations, such as contained in a manufacturer's catalog cuts, of all proposed lighting fixtures. For commercial uses, photometric diagrams of proposed lighting fixtures are also required. In the event photometric diagrams are not available, the applicant must provide sufficient information regarding the light fixture, bulb wattage, and shielding mechanisms for the planning commission to be able to determine compliance with the provisions of this Section.
3. A table showing the total amount of proposed exterior lights, by fixture type, wattage, lumens, and lamp type.

B. Approval Procedure:

1. The lighting plan for all new development shall be submitted for approval concurrent with the associated application process.
2. A certificate of occupancy shall not be issued until such time as the property is subject to a post installation nighttime inspection by the Planning and Zoning Administrator.

6.6.10 Amortization of Nonconforming Outdoor Lighting

A. The County shall require the termination of use of any and all nonconforming outdoor lighting fixtures, structures, lamps, bulbs or other devices that emit or generate light which are not otherwise exempted by this Section, pursuant to the amortization schedule contained in this Section 6.6.10.B.

B. All outdoor lighting legally existing and installed prior to the effective date of this Section, and which is not otherwise exempted, shall be considered nonconforming and shall be brought into compliance by the property owner as follows:

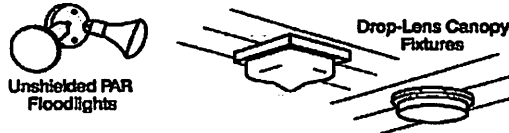
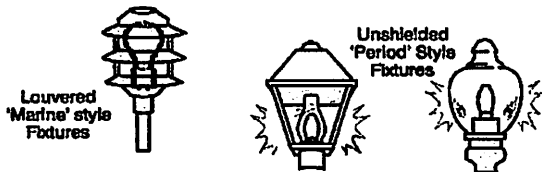
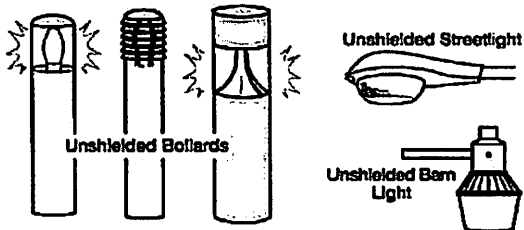
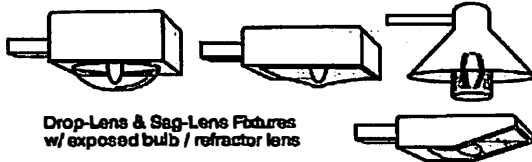
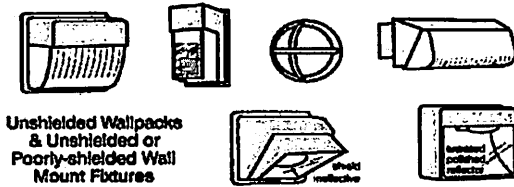
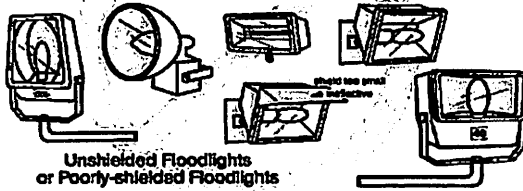
1. Immediately as a condition for approval upon application for a building permit, sign permit, conditional use permit, new (nonrenewal) business license, site plan review or similar County permit or review.
2. Immediately in the case of damaged or inoperative nonconforming lighting upon replacement or repair.
3. Within five (5) years from the effective date of this Section for all other outdoor lighting.

Additional Images:

Examples of Acceptable / Unacceptable Lighting Fixtures

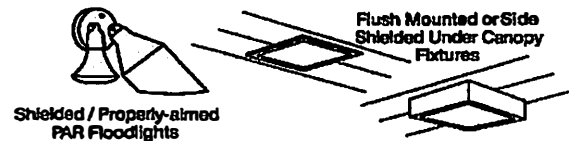
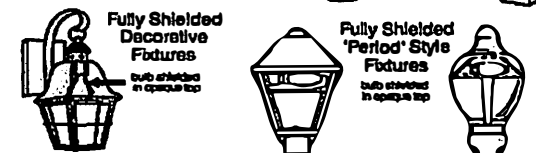
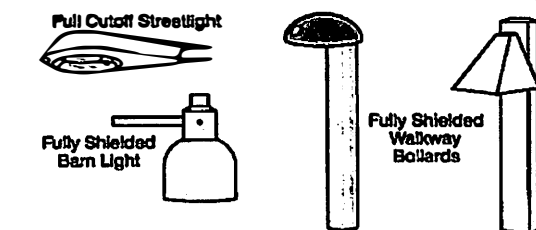
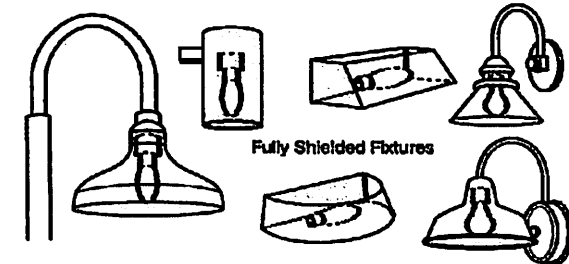
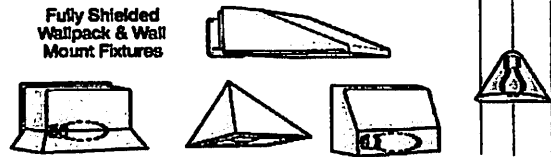
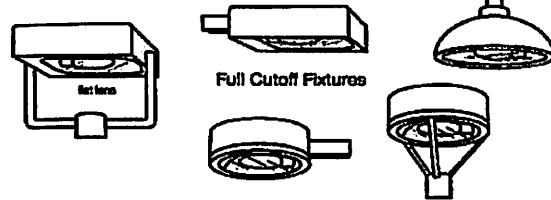
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



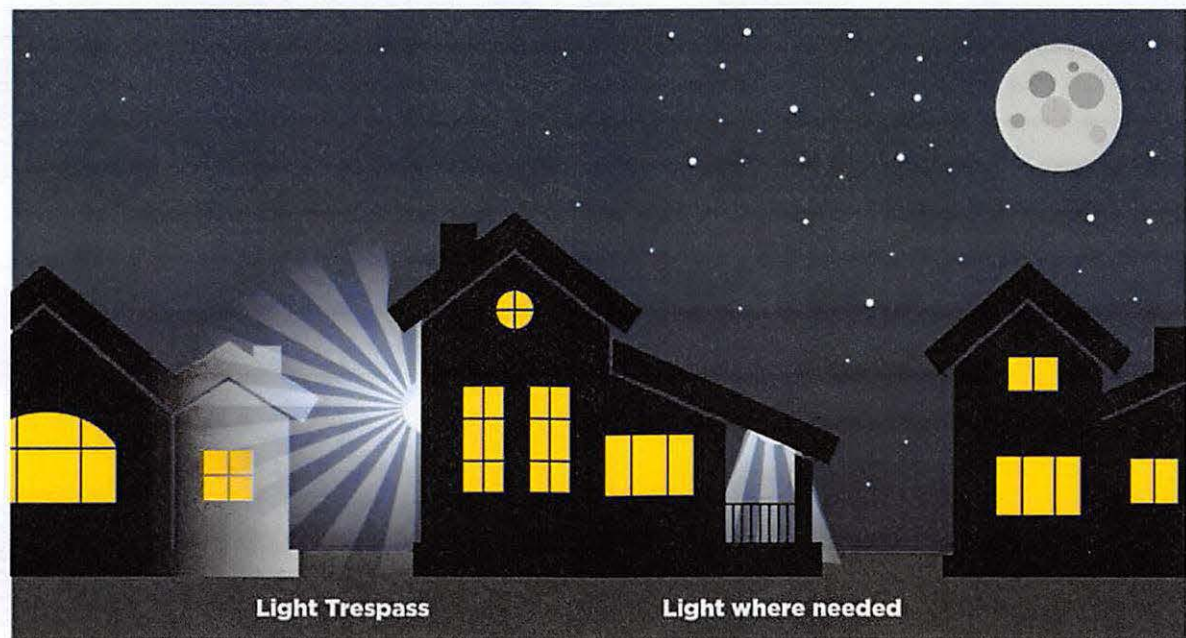
Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Crehn © 2005. Rendered for the Town of Southampton, NY. Used with permission.

Used by premission



AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

APRIL 6, 2021

Agenda Item: G

TITLE:	Adopting Resolution establishing Grand County's participation as an Anchor Community in the Community Renewable Energy Program and authorizing the Interlocal Agreement between participating public entities
FISCAL IMPACT:	\$4,200-\$12,004 over two fiscal years
PRESENTER(S):	Sarah Stock

Prepared By:

Sarah Stock

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the resolution establishing Grand County's participation as an Anchor Community in the Community Renewable Energy Program and authorizing the Interlocal Agreement between participating public entities.

BACKGROUND:

The Community Renewable Energy Program was made possible by state legislation in 2019 ([House Bill 411](#)) that allows eligible local governments to procure net-100% renewable electricity by 2030 on behalf of their residents and businesses.

In all, 23 Utah communities, including Grand County, Moab City, and Castle Valley, became eligible to participate in this public-private partnership with Rocky Mountain Power. This is the first program of its kind in the nation. It's unique in that it serves as a model of municipal partnership with a major utility to deliver a customer choice model.

If we would like Grand County to continue to be involved in the Community Renewable Energy Program, we must sign the Interlocal Agreement that specifies how participating communities will make decisions and share implementation costs. All participating communities must contribute payments which will go towards hiring the necessary experts in order to negotiate rates with RMP. Initial payments are due by the end July 2021.

Anchors communities are committed at a certain price so that all the other eligible communities can participate, knowing that their price wont go ABOVE the certain amount, but as more communities join, the price goes down, thus the range of possible cost.

ATTACHMENT(S):

-Resolution establishing Grand County's participation as an Anchor Community in the Community Renewable Energy Program and authorizing the Interlocal Agreement between participating public entities.

-Interlocal Agreement

GRAND COUNTY, UTAH
RESOLUTION NO.

**A RESOLUTION OF THE GRAND COUNTY COMMISSION APPROVING
AN INTERLOCAL COOPERATION AGREEMENT
AMONG PUBLIC ENTITIES REGARDING THE
COMMUNITY RENEWABLE ENERGY PROGRAM**

WHEREAS, the Grand County Commission (“*Commission*”) met in regular session on April 6th, 2021, to consider, among other things, approving an Interlocal Cooperation Agreement Among Public Entities Regarding the Community Renewable Energy Program; and

WHEREAS, in 2019, the Utah State Legislature enacted H.B. 411 that was codified at Utah Code Ann. § 54-17-901 et seq. and is known as the “Community Renewable Energy Act” (“*Act*”); and

WHEREAS, the Act authorizes the Utah Public Service Commission to establish a community renewable energy program whereby municipalities may cooperate with qualified utilities to provide electric energy for participating customers from renewable energy resources, in an amount that equals their annual consumption; and

WHEREAS, the Act provides that to participate in the renewable resources program (“*Participating Community*”) that a community must adopt a resolution that establishes a goal of a net 100% renewable energy supply for that community by 2030; and

WHEREAS, on December 3rd, 2019, Grand County adopted the applicable resolution to be a potential Participating Community and 22 other Utah communities adopted similar resolutions; and

WHEREAS, the Act contemplates (as supplemented by rules adopted by the Utah Public Service Commission) that the Participating Communities collaborate to develop a Community Renewable Energy Program and adopt a governance agreement (which is this Interlocal Agreement, a copy of which is attached hereto); and

WHEREAS, Grand County is a public agency, and the services contemplated in the Interlocal Agreement are joint and cooperative actions, as contemplated in the Utah Local Cooperative Act; and

WHEREAS, the Interlocal Agreement contemplates a concept known as an Anchor Community that creates a critical mass to make decisions and provides a financial mechanism to assure funding of critical components of the Program implementation; and

WHEREAS, Grand County desires to become an Anchor Community and commit to contribute no more than \$12,004 toward Phase 1 and Phase 2 Initial and Anchor Payments, in accordance with the Interlocal Agreement, to continue to implement the Program, however, such amount may be reduced depending on the number of other entities who become Anchor Communities; and

WHEREAS, the Interlocal Agreement has been presented to the Commission for review and approval; and

WHEREAS, after careful consideration, the Commission has determined that it is in the best interests of the health, safety and welfare of the County's residents to so act;

NOW, THEREFORE, BE IT RESOLVED that the Interlocal Agreement is approved, and that the Chair of the Grand County Commission is hereby authorized and directed to execute and deliver the same.

BE IT FUTHER RESOVED, that the **Chair and Commission Administrator** are hereby authorized and directed to approve a revised Schedule 2 provided that the aggregate of the Phase 1 and 2 Initial and Anchor Payment as defined therein does not exceed \$12,004 paid in accordance with the Interlocal Agreement.

This Resolution assigned **No.** , shall take effect immediately on passage.

PASSED AND APPROVED by the Grand County Commission this 6th day of April 2021.

Those voting aye: _____

Those voting nay: _____

Those absent: _____

ATTEST:

GRAND COUNTY COMMISSION

By: _____
Quinn Hall, Clerk/ Auditor

By: _____
Mary McGann, Chair

**INTERLOCAL COOPERATION AGREEMENT
AMONG PUBLIC ENTITIES REGARDING THE
COMMUNITY RENEWABLE ENERGY PROGRAM**

This Interlocal Cooperation Agreement (“Agreement”) is made among those public/governmental entities (“Listed Entities”) listed on Schedule 1 who have executed this Agreement and delivered the executed Agreement to the Secretary designated in Schedule 3 (“Secretary”). Each of the Listed Entities that duly executes and delivers this Agreement and that continues to indicate its intent to become a “Participating Community” as defined by Utah Administrative Rule R746-314 (“Rules”), as adopted by the Utah Public Service Commission (“Commission”), is and will remain an “Eligible Community” (as defined by the Rules) and will become a “Participating Community” (as defined by the Rules) upon satisfaction of all of the requirements of Utah Code Ann. § 54-17-902(10).

This Agreement will become effective (“Effective Date”) five calendar days after the date that at least five Listed Entities have (i) executed and delivered this Agreement to the Secretary and (ii) notified the Secretary that they agree to become Anchor Communities and will timely make Anchor Payments, as defined in and required by Section 7 (each, an “Anchor Community”). Any Listed Entity may become a Party (as defined below) to this Agreement by executing and delivering this Agreement to the Secretary at any time, whether before or after the Effective Date, on or before January 31, 2022, or such other date as may be determined by the Community Renewable Energy Board (“Participation Deadline”), with no financial commitment prior to July 31, 2021. Each Listed Entity that desires to be a Party shall deliver an executed Agreement to the Secretary with the name and contact information for such Listed Entity primary and alternate Board Members. Each Listed Entity that also agrees to become an Anchor Community shall notify

the Secretary of the same and shall timely deliver its Anchor Payments to the Treasurer as specified in Section 7. In the event any Anchor Community later determines to withdraw as a Party or as an Anchor Community, Section 7.d. shall apply. For so long as a Listed Entity that executes and delivers this Agreement as specified herein remains an Eligible Community or a Participating Community, as applicable, and continues to make any payments required of it herein on and after July 31, 2021, it will individually be a “Party,” and all collectively will be the “Parties,” to this Agreement.

RECITALS

A. In 2019, the Utah State Legislature enacted H.B. 411 that was codified at Utah Code Ann. § 54-17-901 *et seq.* and is known as the “Community Renewal Energy Act” (“Act”).

B. The Act authorizes a community renewable energy program (“Program”) to be proposed in an application (“Application”) to be filed by a qualified utility for approval by the Commission. The qualified utility relevant to this Program is Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon Corporation (referred to herein as “RMP”). Upon Commission approval of the Program, RMP will be authorized to provide electric service from one or more “renewable energy resources” as defined by the Act (“Renewable Resources”) to end-use customers within the Participating Communities who participate in the Program (“Participating Customers”). Each Listed Entity has adopted a resolution that establishes a goal of a net 100% renewable energy supply for that community by 2030, and therefore is eligible to become a Participating Community as contemplated by the Act.

C. The Act contemplates (as supplemented by the Rules) that the Parties will adopt a governance agreement (which is this Agreement) and enter into an agreement with RMP (“Service Agreement”) which must provide, among other things, for (i) the payment by the Parties of the costs associated with third-party expertise contracted by the Utah Division of Public Utilities and

the Utah Office of Consumer Services to assist with activities associated with the initial approval of the Program, (ii) payment by the Parties of the costs of providing certain notices required by the Act, (iii) determination of the obligations for payment of any termination charges associated with the Program that are not paid by Participating Customers and not included in Commission-approved utility rates for the Program to be paid by Participating Customers (“Program Rates”), (iv) identification of any proposed replacement assets, and (v) proposed plans addressing low-income programs and assistance.

D. On or about January 7, 2020, the Commission adopted the Rules to facilitate implementation of the Program as contemplated by the Act. The Rules require the adoption by the Parties of this governance Agreement to establish a decision-making process among the Parties to ensure that the Parties will be able to reach a single joint decision on any necessary Program issues.

E. Each of the Listed Entities that executes this Agreement, as an Eligible Community and a potential Participating Community, desires to enter into this governance Agreement as contemplated by the Act and Rules.

F. The Listed Entities are all “public agencies” under the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.* (“Interlocal Cooperation Act”) and are authorized to enter into this Agreement for joint or cooperative action, and to form a Community Renewable Energy Agency (“Agency”) as contemplated herein.

G. The Parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT

NOW THEREFORE, pursuant to the Interlocal Cooperation Act, the Act and the Rules, and in consideration of the mutual covenants and promises of the Parties set forth herein, the Parties agree as follows to foster the legitimate interests of the Parties actively working together

to implement the Program pursuant to the Act and Rules for the mutual benefit of the Parties. The Parties recognize that the ability to provide renewable energy options to their residents transcends political jurisdictional boundaries within Utah and intergovernmental coordination is essential to facilitate the efficient use of both public and private resources. The Parties therefore agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish the Agency and a decision-making process for Program design, cost share allocation, resource solicitation, resource acquisition, other Program issues and, as contemplated by the Act and Rules, to provide a means of ensuring that the Parties will be able to reach a single joint decision on necessary Program issues, and to implement the Program in their respective communities.

2. **Governance and Administration of Agency.** There is hereby created a governing board of the Agency called the Community Renewable Energy Board (“Board”). All action taken pursuant to this Agreement shall be governed and determined by the Board, which is comprised of representatives of the Parties.

a. **Board.**

i. Each Party may appoint one position on the Board from among its elected officials.

ii. Board members (“Board Members”) will serve indefinitely at the pleasure of the appointing Party. Any appointment or removal of a Board Member will be evidenced by a letter from the Party’s chief executive officer or resolution of such Party’s governing body notifying the Secretary of such action.

iii. A Party may designate an “alternate” Board Member from among its elected officials, appointed officials, or employees, to attend any Board meetings and to fully participate, including voting, in Board meetings on behalf of the Party if that Party’s designated

regular Board Member is not in attendance. The alternate Board Member serves indefinitely at the pleasure of the appointing Party and any appointment or removal of an alternative Board Member will be evidenced in the same way as the appointment of a regular Board Member for that Party. As used herein the term “Board Member” shall include a Party’s alternate Board Member acting in the place of a Board Member as appropriate.

iv. The Board may not hold an electronic meeting until the Board has adopted a resolution or rule (“Policy”) governing the use of electronic meetings as required by the Utah Open and Public Meetings Act, Utah Code Ann. §52-4-101 *et seq.* (including any successor statutes, “OPMA”). If the Board has adopted such a Policy, then the Board Members may participate remotely/electronically as provided in the Policy, and in accordance with the OPMA.

v. Unless otherwise specified herein, Board meetings, and all actions taken thereby, will require that a quorum of Board Members be present (either physically or, if permitted by the Policy, electronically) and shall operate in compliance with the OPMA. A simple majority of all Board Members shall constitute a quorum of Board Members.

vi. Other than as specified in Section 2.a.vii, matters related to the operation of the Board, such as meeting times, meeting locations, the conduct of meetings, election of officers, a chair and vice-chair, etc., will be established and adopted by the Board as written bylaws, policies and/or procedures (“Bylaws”) that include, but are not limited to, creation of various committees, hiring outside consultants, lawyers and administrators, and issuance of requests for proposals.

vii. The Parties agree to the appointment of an initial President, Secretary and Treasurer of the Agency as specified in Schedule 3. Until such time as the Board establishes Bylaws that include procedures and duties, and elects or appoints substitute officers, the President shall call and conduct board and committee meetings, conduct Agency business, and

retain and manage outside consultants, the Secretary shall receive and provide notices required or allowed hereunder and keep and prepare minutes and books of the Agency, and the Treasurer shall receive and hold payments in a separate ledger account for the benefit of the Agency and handle financial and accounting matters, including expenditures, of the Agency, in accordance with governmental accounting principles.

viii. The Board shall appoint a "participating communities' representative" ("Participating Communities' Representative") as defined in the Rules to present the decisions and opinions of the Agency and to take other actions as required by the Act or the Rules.

ix. The Board may, from time to time, appoint, establish, maintain, and replace any officers, the Participating Communities' Representative, executive committees, other committees, and outside administrative support as determined by the Board in accordance with the Bylaws. It is the intention of the Parties that the officers of the Agency will periodically be elected as set forth in the Bylaws, and that each Party will offer qualified employees to serve as potential officers of the Agency in order to equitably share administrative burdens and costs.

b. Voting.

i. Subject to Sections 2.b.ii, iii and iv, for all decisions and actions of the Agency as to all matters related to this Agreement, the Program, Commission and other proceedings relating to the Program, and otherwise, each Party as acted/voted upon by its Board Member will be entitled to one vote, and matters before the Board will be passed and approved by a vote of at least a majority of the Board Members who are present at a duly noticed meeting at which a quorum is present and who are present and voting with respect to a given matter.

ii. Subject to Sections 2.b.iii and iv, any two Board Members who are present at a Board Meeting may call for a weighted vote of the Board ("Weighted Voting") on any

action or matter appearing on the current agenda for action by the Board, in which event the Board's action on the matter will be determined by votes weighted by the Participation Percentage (as defined in Section 6) of each voting Board Member.

iii. Notwithstanding anything to the contrary in this Agreement, after the date on which the Commission has entered an order pursuant to Utah Code Ann. § 54-17-904 (3) approving the design and implementation of the Program ("Program Implementation"), neither the Agency nor any Party will make, propose or support any comment, give testimony or state a position with respect to any material change in connection with any Commission proceeding relating to the design or implementation of the Program unless and until such change has first been determined by the Board to be reasonable and material, and has been approved by Board Members, whether or not attending any given Board meeting, representing (A) at least two-thirds (2/3) of all Eligible Communities or Participating Communities, as then applicable, and (B) at least a majority of the Participation Percentages of all Eligible Communities or Participating Communities, as then applicable.

iv. Before any new Renewable Resource for the Program is acquired or approved by the Commission, the Board will, in consultation with experts as deemed appropriate, calculate reasonably projected long-term incremental per-kilowatt-hour rate impacts on Participating Customers of the new Renewable Resource, in conjunction with all other previously-approved Program Renewable Resources (the "Incremental Rate Impact"). The Incremental Rate Impact will be calculated by comparing the reasonably projected RMP revenue requirement that would otherwise apply to Participating Customers under standard RMP tariff rates to the reasonably projected RMP revenue requirement that will apply to Participating Customers if the new Renewable Resource is acquired. Notwithstanding anything to the contrary in this Agreement, neither the Agency nor any Party will make, propose or support any comment, give

testimony or state a position in support of any such acquisition or approval of a Renewable Resource for the Program unless and until the same has been approved by Board Members, whether or not attending any given Board meeting, representing (A) in the case of an Incremental Rate Impact of 10% or more, at least two-thirds (2/3) of all Eligible Communities or Participating Communities, as then applicable, and at least two-thirds (2/3) of the Participation Percentages of all Eligible Communities or Participating Communities, as then applicable; or (B) in the case of an Incremental Rate Impact of less than 10%, at least a majority of all Eligible Communities or Participating Communities, as then applicable, and at least a majority of the Participation Percentages of all Eligible Communities or Participating Communities, as then applicable.

3. **Immunity Act.** The decisions made pursuant to this Agreement are governmental functions and the Parties are all governmental entities under the “Governmental Immunity Act of Utah” (Utah Code Ann. § 63G-7-101, *et seq.*, or successor provision, the “Immunity Act”). The Parties do not waive any immunities, rights, or defenses available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act. Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees.

4. **Withdrawal.**

a. **Before July 31, 2021.** Any time prior to July 31, 2021, a Party that has previously executed and delivered this Agreement may elect not to continue as an Eligible Community and may withdraw as a Party to this Agreement by providing a notice as specified in Section 11 (“Notice”) to the Secretary of its intent to withdraw. The Secretary will provide Notice to all Parties of each Party that provided such a Notice of withdrawal or that did not timely make its Initial Payment as required by Section 7.b.i, and any such Party will be deemed to have

withdrawn as a Party to this Agreement as of July 31, 2021, unless the Initial Payment is paid within fifteen days of such Notice from the Secretary. An Eligible Community that withdraws or is deemed to have withdrawn as of July 31, 2021, will have no financial commitment to the Agency or the other Parties as a result of its participation in the Agency or its withdrawal as a Party hereto, other than as provided in Section 3.

b. Before Passage of Ordinance. From July 31, 2021 to the deadline for a Party to adopt an ordinance as required by Utah Code Ann. § 54-17-903(2)(c) following Program Implementation a Party may elect not to become a Participating Community and may withdraw as a Party to this Agreement by providing at least thirty days' advance Notice to the Secretary of its intent to withdraw.

c. Effect of Withdrawal. Upon delivery of any Notice of withdrawal or upon any deemed withdrawal of a Party, the withdrawing Party's Board Member must relinquish his or her position as Board Chair/Vice-Chair and as an officer, as applicable, and will also be automatically recused from all further discussions and votes on any matters affecting such withdrawal or the Program. Due to commitments made pursuant to this Agreement and the significant impact a withdrawal after July 31, 2021 may have on the other Parties, except as specifically provided herein, all Parties acknowledge and agree that any amount previously paid or committed to by any Party will not be refunded in whole or in part for any reason, including any withdrawal of a Party after July 31, 2021.

d. After Passage of Ordinance. Neither the Act nor the Rules contemplates that Participating Communities who have adopted an ordinance as required by Utah Code Ann. § 54-17-903(2)(c) following Program Implementation can thereafter terminate participation in the Program or withdraw as a Party to this Agreement.

5. **Admission of New Parties.** Unless the Act is amended, no one other than the Listed Entities who become Parties as specified in this Agreement may or will become Parties to this Agreement. If the Act hereafter allows the admission of additional Parties, the Board may adopt policies and procedures for such admission, including, without limitation, execution and delivery of a counterpart of this Agreement by the new Party following approval by its governing body.

6. **Participation Percentages.** The weight of the vote (“Participation Percentage”) of each Party’s Board Member for all matters specified in Sections 2.b.ii, iii and iv will be determined pursuant to the provision of this paragraph. The Participation Percentages of all Listed Entities, assuming every Listed Entity is becoming and remains a Party, is based on the relative estimated population and annual electrical loads within each Listed Entity and is specified in Column C of Schedule 1 (“Original Weight”).

a. From the Effective Date to July 31, 2021, the Participation Percentages of all Parties will equal each Party’s Original Weight as a percentage of the Original Weight of all Listed Entities who have previously become Parties by executing this Agreement and delivering it to the Secretary as specified herein.

b. From August 1, 2021, to the end of Phase 1, each Party’s Participation Percentage will be based on its Phase 1 Payment obligation, including its Phase 1 Initial Payment obligation and any Phase 1 Anchor Payment obligation (as defined below), as a percentage of the total approved Phase 1 expenditures specified in Section 7.b. Such Participation Percentages will be updated and calculated prior to any Board meeting or vote if any Listed Entity has become a new Party and/or an Anchor Community since the last time the same were updated.

c. From the end of Phase 1 through the end of Phase 2 each Party’s Participation Percentage will be as based on its aggregate Phase 1 and Phase 2 Payment

obligations, including its Phase 1 Initial Payment obligation, any Phase 1 Anchor Payment obligation, and any Phase 2 Initial or Anchor Payment obligations (as defined below), as a percentage of the total approved Phase 1 and 2 expenditures as specified Sections 7.b. and 7.c.

d. Unless otherwise agreed by all Parties, after the end of Phase 2, each Party's Participation Percentage will be updated as of April 1 of each year, or such other date as determined by the Board, to reflect the relative estimated annual electrical loads of Participating Customers within such Participating Community as a percentage of the annual electrical loads of all Participating Customers within all Participating Communities, based upon the most recently available 12-month data or estimates from RMP as approved by the Board.

e. The Participation Percentage of all parties shall equal 100%.

7. **Phases/Expenditures/Payments.**

a. Subject to additions and changes approved by the Board, this Agreement specifies authorized activities of the Agency and associated costs and expenditures in connection with at least two phases of the development, implementation and operation of the Program (each, a "Phase"). A Listed Entity that desires to remain a Party to this Agreement must pay to the Treasurer its share of approved expenditures for each Phase on or before the due date(s) determined by the Board or if no date is determined by the Board then as specified herein (each, a "Payment").

b. The first Phase ("Phase 1") will begin on the Effective Date and end on the date the design of the Program with proposed Program Rates has been submitted by RMP to the Commission for approval pursuant to Utah Code Ann. § 54-17-904 ("Program Submittal Date"). Phase 1 has approved expenditures in an amount of \$350,000. Each Listed Entity that intends to become or remain a Party after July 31, 2021, or other date as determined by the Board, shall make Phase 1 Payments as follows:

i. Each Party that desires to remain a Phase 1 Party after July 31, 2021, or other date as determined by the Board, shall make one or more Payments to the Treasurer on or before July 31, 2021, or other date as determined by the Board, in the amount of its Phase 1 Initial Payment as specified in Column D of Schedule 1. After the Effective Date, the Agency may commit to expenditures only after Parties have made full or partial Payments in amounts sufficient to cover such expenditures.

ii. Each Phase 1 Anchor Community shall also make one or more Phase 1 Anchor Payments to the Treasurer on or before October 31, 2021 for Anchor Communities that are municipalities and January 31, 2022 for Anchor Communities that are counties, or such other date in either case as may be determined by the Board, in an amount determined as specified below, up to the maximum Phase 1 Anchor Payment specified for such Anchor Community in Column D of Schedule 2. The aggregate total of all actual Phase 1 Anchor Payments shall equal the approved Phase 1 expenditures specified in Section 7.b, reduced by the aggregate total dollar amount received by the Treasurer in Phase 1 Initial Payments and from any other sources intended for such purpose other than from the Parties prior to January 31, 2022 or other date as determined by the Board, (“Phase 1 Remaining Balance”). The actual Phase 1 Anchor Payment to be paid by each Phase 1 Anchor Community shall be based on its proportionate share of the aggregate of all maximum Phase 1 Anchor Payments as specified in the “Total” Row of Column D of Schedule 2, multiplied by the Phase 1 Remaining Balance. Any Anchor Payments made by any Anchor Community in excess of such maximum Phase 1 Anchor Payments shall be entered in Column J of Schedule 2 and shall be deemed to be a prepayment (“Phase 2 Anchor Prepayment”) with respect to such Anchor Community’s Phase 2 Anchor Payment. The resulting actual Phase 1 Anchor Payment to be paid by each Phase 1 Anchor Community shall be entered in Column I of Schedule 2 and shall be paid to the Treasurer by each Phase 1 Anchor Community by October 31,

2021, for Anchor Communities that are municipalities and January 31, 2022 for Anchor Communities that are counties or such other date in each case as may be determined by the Board.

iii. Except as provided in Section 7.c.ii or 7.e, no Phase 1 Initial Payment, Phase 2 Anchor Prepayment, or Phase 1 Anchor Payment will be refunded regardless of the actual Phase 1 or Phase 2 expenditures, and no additional Phase 1 Payments other than those specified herein will be required of any Party absent such Party's consent. The Board will determine how any unused and uncommitted Phase 1 amounts held by it will be spent in connection with the Program.

c. The second Phase ("Phase 2") will begin on the Program Submittal Date and end on the expiration of the "implementation period" as defined in the Rules. Phase 2 has approved expenditures in an amount not to exceed \$350,000 or such lesser amount as approved by the Board. Each Party that intends to remain a Phase 2 Party shall make Phase 2 Payments as follows:

i. Each Party that desires to remain a Phase 2 Party shall make one or more Payments to the Treasurer on or before July 31, 2022, or other date as determined by the Board, in the amount of its Phase 2 Initial Payment as specified in Column E of Schedule 1.

ii. Each Phase 2 Anchor Community shall also make one or more Phase 2 Anchor Payments to the Treasurer on or before October 31, 2022, for Anchor Communities that are municipalities and January 31, 2023 for Anchor Communities that are counties or such other date in each case as may be determined by the Board, in an amount determined as specified below, up to the maximum Phase 2 Anchor Payment specified for such Anchor Community in Column G of Schedule 2. The aggregate total of all actual Phase 2 Anchor Payments shall equal the aggregate of the approved Phase 1 and Phase 2 expenditures specified in Sections 7.b and 7.c, reduced by the aggregate total dollar amount of all Phase 1 and Phase 2 Initial

Payments and any other amounts received from sources intended for such purpose other than Parties by July 31, 2022, or other date as determined by the Board, and further reduced by all Phase 1 Anchor Payments received by July 31, 2021, or other date as determined by the Board (“Phase 2 Remaining Balance”). The actual Phase 2 Anchor Payment to be paid by each Phase 2 Anchor Community shall be based on its proportionate share of the aggregate of all maximum Phase 2 Anchor Payments as specified in the “Total” Row of Column G of Schedule 2, multiplied by the Phase 2 Remaining Balance, as adjusted to credit each Phase 1 Anchor Community for its proportionate share of any Phase 1 Anchor Payments received by the Treasurer after July 31, 2021, or other date as determined by the Board. The resulting actual Phase 2 Anchor Payment to be paid by each Phase 2 Anchor Community shall be entered in Column K of Schedule 2 and shall be paid to the Treasurer by each Phase 2 Anchor Community by October 31, 2022 or other date as determined by the Board. In the event an Anchor Community’s Phase 2 Anchor Prepayment exceeds its actual Phase 2 Anchor Payment obligation, the Treasurer shall refund the excess prepayment.

iii. Except as provided in Section 7.e and 7.c.ii, no Phase 2 Initial Payment or Phase 2 Anchor Payment will be refunded regardless of the actual Phase 1 or Phase 2 expenditures, and no additional Phase 2 Payments other than those specified herein will be required of any Party absent such Party’s consent. The Board will determine how any unused and uncommitted Phase 1 or Phase 2 amounts held by it will be spent in connection with the Program.

d. If at any time an Anchor Community provides Notice to the Secretary that it elects to withdraw as a Party to this Agreement or as an Anchor Community, or if an Anchor Community fails to make any Phase 1 or Phase 2 Initial Payment or Anchor Payment as required hereunder, or if an Anchor Community is otherwise deemed to have withdrawn from this Agreement, the Secretary shall provide Notice to all Parties of the same and this Agreement shall

terminate unless all remaining Anchor Communities, including any other Parties that then agree to become Anchor Communities, reach agreement within 90 calendar days of such Notice as to expenditures and future Anchor Community Payments.

e. If this Agreement is terminated, any unused and uncommitted Payments or Phase 2 Anchor Prepayment held by the Agency or the Treasurer shall be refunded to the Parties making the Phase 2 Anchor Prepayment or otherwise based on their relative total Payments previously paid.

f. Any other or additional Phases approved by the Board in addition to Phase 1 and Phase 2 will include such activities, expenditures and Payment requirements as may be determined by the Board.

g. Notwithstanding anything to the contrary in this Agreement, each Eligible Community shall be solely responsible for paying separately all costs and expenses of providing notice within such Eligible Community as required by Sections 54-17-905(1) and (6)(a) of the Act.

8. **Commitments Subject to Appropriation; Failure to Pay.** All of the financial commitments made herein by the Parties, as governmental entities, are subject to the appropriation of funds approved by a Party's governing body and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution. In the event the governing body of a Party fails to make appropriations necessary to satisfy the Party's financial obligations hereunder, such failure to make an appropriation shall not be considered a breach of the Agreement and such Party shall endeavor to provide timely Notice of the same to the Secretary and to all Parties of its withdrawal from this Agreement. In the event a Party otherwise fails to timely make any Payment required by this Agreement, the Board will notify such Party of such non-payment and will provide 30 calendar days for such Party to make the required Payment. If such Party fails to make any such required Payment, the Agency may pursue all remedies available at law or equity

(including the judicial remedy of injunctive relief if applicable), and the Board may determine that such Eligible Community will be deemed to have withdrawn from this Agreement unless and until such Payment has been received.

9. **Term.** If not sooner terminated, the term of this Agreement shall be for 50 years from the Effective Date of this Agreement.

10. **Amendment.** This Agreement may not be amended except by written instrument signed by all the Parties.

11. **Notices.** All notices, requests, demands, and other communications hereunder (each, a “Notice”) to the Agency will be in writing and given by delivering a copy, by certified U.S. Mail, return receipt requested, to the Secretary specified in Schedule 3, as the same may be updated from time to time. Notice may also be sent to the Secretary via email as specified in Schedule 3, so long as the Notice is followed up by written notice via U.S. Mail unless the Secretary has provided written confirmation of receipt of such Notice. Notice information for each Party shall be included on such Party’s signature page to this Agreement, and may be updated from time to time by providing written Notice of the same to the Secretary. Notices received by the Secretary will promptly be sent electronically by the Secretary to all officers and Board Members of the Agency using such email address(es) as to which the Secretary has received Notice.

12. **Interlocal Cooperation Act Requirements.** The Parties enter into this Agreement pursuant to the Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Cooperation Act, the Parties agree as follows:

a. *Approval Resolution.* This Agreement shall be conditioned upon the approval, execution and delivery to the Secretary of this Agreement by the Parties pursuant to and in accordance with the provisions of the Interlocal Cooperation Act, including the adoption of

resolutions of approval if such resolutions of the legislative bodies of the Parties are required by the Interlocal Cooperation Act.

b. *Attorney Approval as to Form.* In accordance with the provisions of Utah Code Ann. §11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement becomes effective as to such Party or is delivered to the Secretary.

c. *Repository.* A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code Ann. §11-13-209.

d. *Joint Board.* As required by Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by the Board.

e. *Real and Personal Property.* No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

f. *Financing Joint Cooperative Undertaking; Budget.* The functions to be performed by the joint or cooperative undertaking are those described in this Agreement. There will be no financing of this joint or cooperative undertaking and no formal budget shall be established or maintained. Each Party's share of approved Agency expenditures shall be established and paid in accordance with this Agreement.

13. **Entire Agreement & Schedules.** This Agreement constitutes the entire agreement between the Parties regarding those subjects that are the subject matter of this Agreement, and this Agreement supersedes all prior agreements and understandings between the Parties pertaining thereto. All schedules annexed to this Agreement are expressly made a part of this Agreement as

though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such schedules and writings.

14. **Governing Law & Venue.** The provisions of this Agreement will be governed by and be construed in accordance with the laws of the state of Utah. Disputes and other issues between the Parties arising out of or related to this Agreement will, to the extent possible, be resolved by informal mediation. If informal mediation is unsuccessful then the disputing Parties shall attempt to mediate the dispute before an acceptable mediator. If the dispute is not successfully mediated or an acceptable mediator is not selected within ten business days of a request for mediation then the dispute will be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah.

15. **Waiver.** No failure by any Party to insist upon strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, will constitute a waiver of any such breach or of any other covenant, agreement, term, or condition of this Agreement. Any Party may, by Notice delivered in the manner provided in this Agreement, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other Parties. No waiver will affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof will continue in full force and effect with respect to any other then existing or subsequently occurring breach.

16. **Severability.** In the event that any condition, covenant, or other provision hereof is held to be invalid, void, or unenforceable, the same will be deemed severable from the remainder of this Agreement and will in no way affect any other covenant, condition, or other provision herein contained. If such condition, covenant, or other provision will be deemed invalid due to its

scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

17. **Ethics.** The Board members shall, as applicable, comply with the requirements of the “Municipal Officers and Employees Disclosure Act” (Part 13 of Chapter 3 of Title 10 of the Utah Code), the “County Officers and Employees Disclosure Act” (Chapter 16a of Title 17 of the Utah Code), the “Public Officers and Employees Ethics Act” (Chapter 16 of Title 67 of the Utah Code) and other applicable statutory provisions related to ethics and honesty in public government service.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed signature page by e-mail transmission or electronic signature shall be effective as delivery of a manually signed counterpart of this Agreement.

19. **Third-Party Beneficiaries.** There are no intended third-party beneficiaries to this Agreement. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person, other than the Party who receives benefits under this Agreement, shall be deemed an incidental beneficiary only.

20. **Authorization.** The individuals executing this Agreement on behalf of the Parties confirm that they are duly authorized representatives of the Parties and are lawfully enabled to execute this Agreement on behalf of the Parties.

IN WITNESS WHEREOF, each of the Parties, by resolution duly adopted, has caused this Agreement to be signed and delivered.

[Signatures begin after Schedules]

SCHEDULE 1

[Listed Entities/Original Weights/Initial Payments]

A	B	C	D	E
	Listed Entities:	Original Weight (%):	Phase 1 Initial Payment [Due 7/31/21]	Phase 2 Initial Payment [Due 7/31/22]
1	Grand County	0.603	2,109.37	2,109.37
2	Salt Lake County	3.306	11,570.26	11,570.26
3	Summit County	3.074	10,759.97	10,759.97
4	Town of Alta	0.063	218.93	218.93
5	Bluffdale City	3.168	11,088.57	11,088.57
6	Town of Castle Valley	0.030	106.74	106.74
7	Coalville City	0.161	562.99	562.99
8	Cottonwood Heights	3.126	10,942.10	10,942.10
9	Emigration Canyon Township	0.130	456.22	456.22
10	Francis City	0.120	421.54	421.54
11	City of Holladay	2.682	9,387.72	9,387.72
12	Kamas City	0.212	743.49	743.49
13	Kearns	2.745	9,606.01	9,606.01
14	Moab City	0.639	2,237.95	2,237.95
15	Millcreek	5.263	18,421.40	18,421.40
16	Oakley City	0.149	520	520
17	Ogden City	10.211	35,737.26	35,737.26
18	City of Orem	8.863	31,019.52	31,019.52
19	Park City	1.926	6,742.38	6,742.38
20	Salt Lake City	28.872	101,050.33	101,050.33
21	Springdale City	0.138	481.26	481.26
22	West Jordan City	10.833	37,916.77	37,916.77
23	West Valley City	13.685	47,899.22	47,899.22
	SUM	100.00	350,000.00	350,000.00

SCHEDULE 2

[Anchor Communities/Anchor Payments]

A	B	C	D	E	F	G	H	I	J	K	L
	Anchor Communities*	Phase 1 Initial Payment (from Schedule 1)	Maximum Phase 1 Anchor Payment	Maximum Phase 1 Total Payments	Phase 2 Initial Payment (from Schedule 1)	Maximum Phase 2 Anchor Payment	Maximum Phase 2 Total Payments	Actual Phase 1 Anchor Payment	Actual Phase 2 Anchor Pre-Payment	Actual Phase 2 Anchor Payment	Total Maximum Phase 1 and Phase 2 Initial and Anchor Payments
1	Grand County	2,109.37	2,716.04	4,825.41	2,109.37	2,716.04	4,825.41				9,650.82
2	Salt Lake County	11,570.26	14,897.93	26,468.19	11,570.26	14,897.93	26,468.19				52,936.38
3	Summit County	10,759.97	13,854.61	24,614.58	10,759.97	13,854.61	24,614.58				49,229.16
4	Town of Castle Valley	106.74	137.44	244.18	106.74	137.44	244.18				488.36
5	Moab City	2,237.95	2,881.60	5,119.55	2,237.95	2,881.60	5,119.55				10,239.10
6	Millcreek	18,421.40	23,719.50	42,140.90	18,421.40	23,719.50	42,140.90				84,281.80
7	Park City	6,742.38	8,681.52	15,423.90	6,742.38	8,681.52	15,423.90				30,847.80
8	Salt Lake City	101,050.33	130,112.96	231,163.29	101,050.33	130,112.96	231,163.29				462,326.58
	TOTALS:	152,998.40	197,001.60	350,000.00	152,998.40	197,001.60	350,000.00				700,000.00

***Not final until signed**

SCHEDULE 3

[Initial Officers/Contact Information/Payment Information]

Initial President:

Phone: _____
Fax: _____
Email: _____

Initial Secretary:

Phone: _____
Fax: _____
Email: _____

Initial Treasurer

Phone: _____
Fax: _____
Email: _____

Payment Information:

GRAND COUNTY

GRAND COUNTY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

Dated: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

SALT LAKE COUNTY

SALT LAKE COUNTY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

Dated: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

SUMMIT COUNTY

SUMMIT COUNTY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

Dated: _____

Contact Information:

Phone: _____
Fax: _____
Email: _____

TOWN OF ALTA

TOWN OF ALTA

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

Dated: _____

Contact Information:

Phone: _____
Fax: _____
Email: _____

BLUFFDALE CITY

BLUFFDALE CITY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____
Fax: _____
Email: _____ \

TOWN OF CASTLE VALLEY

TOWN OF CASTLE VALLEY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

COALVILLE CITY

COALVILLE CITY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____
Fax: _____
Email: _____

COTTONWOOD HEIGHTS

COTTONWOOD HEIGHTS

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

EMIGRATION CANYON TOWNSHIP

EMIGRATION CANYON TOWNSHIP

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

FRANCIS CITY

FRANCIS CITY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

CITY OF HOLLADAY

CITY OF HOLLADAY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

KAMAS CITY

KAMAS CITY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

KEARNS METRO TOWNSHIP

KEARNS METRO TOWNSHIP

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____
Fax: _____
Email: _____

MOAB CITY

MOAB CITY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____
Fax: _____
Email: _____

MILLCREEK

MILLCREEK

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

OAKLEY CITY

OAKLEY CITY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

ODGEN CITY

ODGEN CITY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

OREM CITY

OREM CITY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____
Fax: _____
Email: _____

PARK CITY

PARK CITY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____
Fax: _____
Email: _____

SALT LAKE CITY

SALT LAKE CITY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

SPRINGDALE CITY

SPRINGDALE CITY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

WEST JORDAN CITY

WEST JORDAN CITY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

WEST VALLEY CITY

WEST VALLEY CITY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
April 6, 2021
Agenda Item: H

TITLE:	Approving Volunteer Re-Appointment to Grand County Transportation Special Service District
FISCAL IMPACT:	None
PRESENTER(S):	Commissioner Kevin Walker, liaison to the Transportation Special Service District

Prepared By:

RECOMMENDATION:

I move to approve the re-appointment of Charlie Harrison to serve on the Grand County Transportation Special Service District, with term expiring 12/31/2024.

BACKGROUND:

The Grand County Transportation Special Service District met in an open meeting on March 9, 2021 interviewed one applicant for two vacancies. The Transportation Special Service District voted to forward the recommendation of applicant Charlie Harrison to the County Commission for appointment with term expiring 12/31/2024.

FOR OFFICE USE ONLY:

Attorney Review:

N/A

Resolution No. 3184 (2019) established a board appointment process and requirements of board members, commissioners, and committees. Board Members agree, in signing the application, to abide by Conflict of Interest Ordinance No. 593 (2019).

Upon re-appointment, the Commission's Office will mail the appointee a letter congratulating him and inviting him to a training/orientation to be scheduled for 2021.

Attachment(s):

1. Board recommendation
2. Application received

March 21, 2021

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

Re: Grand County Transportation Special Service District Recommendation Letter

Dear Grand County Commission Members:

The Grand County Transportation Special Service District received 1 application for 2 open vacancies. The Grand County Transportation Special Service District met on 3/9/2021 and interviewed all 1 candidate, Charlie Harrison.

On 3/9/2021 the Grand County Transportation Special Service District met in an open meeting and voted unanimously to recommend to Council Charlie Harrison term ending 12/30/2024.

Thank you,

A handwritten signature in blue ink that reads "Ashley Wareham". The signature is written in a cursive, flowing style.

Ashley Wareham, Chair

Grand County Transportation Special Service District

RECEIVED
2/24/21



Board and Commission Application and Certification Form

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

Board or Commission Applied For: GRAND COUNTY TRANSPORTATION SPECIAL SERVICE DISTRICT

Name: CHARLIE HARRISON

Mailing Address: 3001 EAST BENCH ROAD

City: MOAB

State: UTAH

ZIP Code: 84532

Day Phone: 435-260-1114

Email Address: TRENAH@YAHOO.COM

In what year did you establish your current residency in Grand County? 1990

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

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) GRAND COUNTY

Occupation or professional training: OWNER OF LOCAL EXCAVATION COMPANY

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

Owner of local excavation company. Lived in
moab for 50+ years. Knowledge of Roads, Flood
drainage, etc.

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

Served on TSSD Board and Fire department board.

CERTIFICATION

I have read Resolution No. 3184, I understand the eligibility requirements for serving on the above-named Board or Commission, and I certify, that all the information on this form is true and correct.

Additionally, I have read and understand the County's Professional Ethics and Conflict of Interest Ordinance No. 593 (2019), including my duty to disclose non-restricted conflicts of interest prior to relevant discussions and votes and recuse myself from discussions and votes involving my restricted conflicts of interest.

If appointed, I agree to faithfully attend the meetings and adhere to the State law, County resolution and ordinance, and the Bylaws that govern the Board or Commission on which I am appointed to serve.

Signature: Charles Harrison Date: 2/2/2021

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
APRIL 6, 2021

Agenda Item: I

TITLE:	Approving Outdoor Recreation Sponsor Agreement for the 2021 Summit
FISCAL IMPACT:	\$12,000 (Moab Area Travel Council)
PRESENTER(S):	Elaine Gizler, Executive Director, Economic Development and Tourism

Prepared By:

Elaine Gizler
Executive Director
Economic Development
and Tourism
84 No. 100 E. Moab
Utah, 84532
435 259 1370
director@discovermo
ab.com

FOR OFFICE USE ONLY:

Attorney Review:

For office use only

RECOMMENDATION:

I move to approve the Sponsor Agreement for the 2021 Utah Outdoor Recreation Summit.

BACKGROUND:

The Outdoor Recreation Summit is held twice a year. We have chosen to sponsor a lunch for the 250 attendees at the Summit. The Travel Council will be presenting the "Recreate with Respect" and Protecting the Lands We Love to the attendees. We will review the new educational marketing pieces as well as working with the local Land Agencies to craft the new messaging for Grand County. We will have table visuals, signs to show the rest of the state how we are educating the visitors before and during their visit to Moab.

ATTACHMENT(S):

- Outdoor Recreation Summit Sponsor Agreement

Utah Business

55 North 300 West, Suite 500
Salt Lake City, UT 84101
(801) 568-0114

ADVERTISING CONTRACT

Advertiser
Elaine Gizler
Moab Area Travel Council
84 N 100 E
Moab, UT 84532
435-259-1370
director@discovermoab.com

Billing Address
Elaine Gizler
Moab Area Travel Council
84 N 100 E
Moab, UT 84532
435-259-1370
director@discovermoab.com

Account Executive
Sarah Kyle

skyle@utahbusiness.com

Bill to (If different from above):

Attn: _____

Pub.	Issue	Year	Ad Size	Color	Net
Outdoor Summit	October	2021	Gold	4-Color	\$12,000.00

Extra Notes:	\$0.00
--------------	--------

Total:	\$12,000.00
--------	-------------

I have read and understand the terms, of this agreement, and have the authority to execute same, and in so doing accept full responsibility for payment of advertising under the terms of this contract.

Advertiser Signature

Date

Thank You for Your Business!

ADVERTISING TERMS & CONDITIONS

Contract Year: Frequency discounts are based on advance space contracts. Insertions must be completed during twelve consecutive months to earn frequency discount rates or short-rate may be incurred. (No contract orders are accepted for more than twelve months.) Size and date of insertions must be specified on original contract; otherwise each insertion will be billed at the earned rate until a frequency discount rate is earned. Utah Business Rankings, book of lists, counts toward frequency discounts, as do mixed-size ads. All trade contract credits must be used during consecutive twelve month period, unless agreed to in writing by both parties.

Contract Regulations: The rate card is an integral part of all Utah Business Magazine advertising contracts. Utah Business Magazine will not be bound by any conditions, printed or otherwise, appearing on insertion orders or copy instructions when such conditions conflict with Utah Business policies herewith. Utah Business Contract Policies & Conditions supersede. All ad materials designed and produced by Utah Business are exclusively for use in its publications and production charges cover only that use. Any production costs or charges incurred by the Publisher will be charged to the advertiser or agency.

Any further use of the produced ads, designs, logos, or materials used in other publications or media must be negotiated with the Publisher. The positioning of ads is at the discretion of the Publisher except where specific positions incurring a premium are agreed by contract. A special position guarantee includes an extra 10% computed on the applicable rate. Subject to approval from Publisher prior to space closing date. Publisher will use reasonable precaution to protect all printing materials, but will not be liable for loss or damage or for failure to acknowledge or return proofs or disks. Two tear-sheets will be mailed with invoice unless otherwise requested in writing. Production contact will be added to Utah Business email newsletter.

Short Rates: Ads ordered at frequency discount rate and not earned within twelve months of the first insertion will be short-rated to the earned rate. The short rate is due immediately upon receipt of the invoice. The advertiser agrees that upon timely payment of the any installment of this contract, the Publisher without notice or demand, may cancel the remainder of this contract and bill the advertiser the difference between the rate shown on this contract and the actual rate earned as per the prevailing rates at the time of default.

Bleeds: No extra charge. See mechanical requirements.

Copy Responsibility : Submission of copy is the responsibility of the advertiser. Material from the most recent insertion will be used if new material is not received by published art deadline. If no previous insertion material is available, client is liable for cost of the contracted space not used. Publisher reserves the right to alter any printing materials received at variance with mechanical requirements. In consideration of the publisher's ability to alter any printing material received from advertiser or agency, the publisher will indemnify, defend and hold harmless the advertiser and agency, jointly and severally, it's officers, agents and employees against expenses (including legal fees) and losses resulting from the publication of the contents of the advertisement, including without limitation, claims or suits for regulatory violations as a result of such alteration. Advertiser will be invoiced for such non-commission alterations between \$75-\$150. Publisher cannot guarantee color fidelity, changes or corrections on material received after the published art materials due date, even if art extension is granted.

Copy Authorization: The Publisher reserves the right to refuse any advertising with reasonable notice to Advertiser to allow time to make any necessary corrections and shall not be liable for damages if for any reason Publisher fails to publish advertisement. All ads are accepted and published on the representation of the agency and the advertiser that both are authorized to publish the entire contents of the ad. In consideration of an advertisement, the advertiser and the agency, jointly and severally, will indemnify and hold harmless the Publisher, its officers, agents and employees against expenses (including legal fees) and losses resulting from the publication of the contents of the advertisement, including without limitation, claims or suits for libel or defamation, violation of the right of privacy, copyright infringement or plagiarism.

Copy Acceptance: All ads and inserts are subject to Publisher's approval. Publisher reserves the right to reject any ad. Ads that resemble editorial will be marked "Advertisement" or "Advertorial" or likewise similar by the Publisher. Any reference to Utah Business Magazine in ads, promotional material or merchandising by advertiser or agency is subject to approval by Publisher.

Insert Rates : Saddle-stitched inserts: Contact Publisher for quote; Tip-on inserts: contact Publisher for quote; Bind-in Cards: \$950 plus a minimum of 1/2 page ad in same issue.

Changes in Rates : Publisher reserves the right to change rates on a 90-day notice. For new advertisers, rates are effective with the published date on the new rate card.

Verbal Commitments : All verbal orders are considered binding unless cancelled in writing prior to space closing date.

Changes/Cancellations for Print : Changes and cancellations by the advertiser/agency must be received in writing a minimum 15 days in advance of the space closing date. Cancellations within 7 to 15 days will incur a 25% cancellation fee and cancellations within 7 days of space closing date will incur a 50% cancellation fee.

Changes/Cancellations for Events : Changes and cancellations by the advertiser/agency must be received in writing. Cancellations made before 45 days of the scheduled event date will incur a 50% cancellation fee. No cancellations will be accepted within 45 days of the scheduled event date, full contracted amount will be due upon receipt.

Changes/Cancellations for Digital Products : At any time prior to the serving of the first impression of the Contract, Agency may cancel the Contract with 30 days prior with clear written notice, without penalty. For clarity and by way of example, if Agency cancels the Contract 15 days prior to the serving of the first impression, Advertiser will only be responsible for the first 15 days of the contract.

Upon the serving of the first impression of the Contract, Agency may cancel the Contract for any reason, without penalty, by providing Utah Business written notice of cancellation which will be effective after the later of: (i) 30 days after serving the first impression of the contract; or (ii) 14 days after providing Media Company with such written notice.

Either party may terminate a contract at any time if the other party is in material breach of its obligations here under that is not cured within 10 days after written notice thereof from the non breaching party, except as otherwise stated in this Agreement with regard to specific breaches. Additionally, if Agency or Advertiser commit a violation of the same Policy (as defined below), where such Policy had been provided by Utah Business to Agency, on three separate occasions after having received timely notice of each such breach, even if such breach has been cured by Agency or Advertiser, then Utah Business may terminate the Contract associated with such breach upon written notice. If Agency or Advertiser do not cure a violation of a Policy within the applicable ten day cure period after written notice, where such Policy had been provided by Utah Business to Agency, then Utah Business may terminate the Contract associated with such breach upon written notice.

Short rates will apply to cancelled buys to the degree stated on the Contract

Without Cause. Unless designated on the Contract as non-cancelable, Advertiser may cancel the entire Contract, or any portion thereof, as follows:

i. With 14 days' prior written notice to Utah Business, without penalty, for any guaranteed Deliverable, including, but not limited to, CPM Deliverables. For clarity and by way of example, if Advertiser cancels the guaranteed portions of the IO eight (8) days prior to serving of the first impression, Advertiser will only be responsible for the first six (6) days of those Deliverables.

ii. With seven (7) days' prior written notice to Utah Business, without penalty, for any non-guaranteed Deliverable, including, but not limited to, CPC Deliverables, CPL Deliverables, or CPA Deliverables, as well as some non-guaranteed CPM Deliverables.

Agency Commission : 15% of gross billing on space, color and position only, to recognized agencies who guarantee payment and who provide printer-ready digital files delivered to Publisher's office. The 15% advertising agency commission is not available as a "camera ready" discount. " Recognized Agency" as used in this rate sheet refers to an individual or group of individuals, independent of the advertiser, who makes the media selection, handles and submits the insertion order, coordinates and processes the space placed with the Publisher under terms of this rate sheet, provides final printer-ready files and proofs, furnishes and prepays transportation and import charges on all printing materials submitted and processes prompt payment. Production charges are non-commission. In consideration of publication of an advertisement in the event of nonpayment, Publisher reserves the right to hold the advertiser and/or its agency jointly and severally liable for such monies as due and payable to the Publisher.

Terms and Payments : All advertising is invoiced on the day of publication. Payment is due upon receipt of invoice. Invoices unpaid after 30 days are past due. Agency commissions on accounts unpaid after 60 days are subject to forfeiture. Accounts not paid within these terms are subject to a late payment finance charge of 2 1/2% (or portion of a month) or the maximum that may be lawfully charged under applicable law, whichever is less. Additionally, all commissions, discounts and/or special credits are disallowed on past due invoices. All contracts may be cancelled by the Publisher if the advertiser does not meet the terms of payment. If cancelled, the advertiser will be short-rated. Advertorials, preprinted inserts and special publications may require a non-refundable deposit. Client may not under any condition receive an early payment discount.

Collection Costs/Attorneys Fees : The Publisher reserves the right to hold the advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable (including all costs, attorneys fees, and expenses incurred in collection thereof). If an advertiser's account is delinquent and placed with an attorney or collection agency, the advertiser agrees to pay a fee equal to 40% of the unpaid account as attorney fees plus cost of suit if instituted.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
APRIL 6, 2021

Agenda Item: J

TITLE:	Approving amendment to 2021 assignments of County Commission Representatives / Liaisons to District and County Boards, Commissions and Committees and other agencies
FISCAL IMPACT:	N/A
PRESENTER(S):	Vice- Chair Woytek

Prepared By:

Mallory Nassau
Assoc. Commission
Admin

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the amendment to the 2021 Commission assignments to replace Commissioner Stock with Commissioner Woytek as the representative for the Economic Diversification Advisory Council.

BACKGROUND:

On February 2, 2021, the Grand County Commission approved the assignment of Commissioner Stock to the Economic Diversification Advisory Council. Commissioner Stock and Commissioner Woytek have determined that at this time, the assignment better aligns with Commissioner Woytek's other assignments.

ATTACHMENT(S):

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
APRIL 6, 2021

Agenda Item: K

TITLE:	Approving Parriott's Garage Performance Auto Show 2021 Special Event Permit
FISCAL IMPACT:	
PRESENTER(S):	Angie Book Old Spanish Trail Arena Director

Prepared By:

Angie Book
OSTA Director
(435) 259-1311
abook@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the 2021 Parriott's Garage Performance Auto Show Special Event Permit.

BACKGROUND:

The Parriott's Garage Performance (PGP) Auto Show will be an event for auto enthusiasts, with the goal of 300 car entries for 2021. The car show is being sponsored by a local family ran business, with a group of local community members. The PGP Auto Show has intentions on growing this event into a yearly tradition. Please see attached event proposal for more details.

The PGP Auto Show is requesting for a Special Event permit for 1,000 participants at this time with the intentions of requesting to up those numbers to 2-3,000 participants closer to the schedule event date, pending current COVID guidelines.

The Special Event Committee has reviewed the application and all necessary agency/department reviews have been completed. Per the Special Event Ordinance, County Commission approval is required for events with over 1,000 participants.

ATTACHMENT(S):

- Event Proposal
- SEC Staff Reports
- Special Event Application
- COVID Template
- Signed Pledge
- Signed Indemnification

Supplemental Documents available upon request

PGP Auto Show October 16, 2021

	Item	Notes	Received On
✓	Site Plan (include first aid station)	Rec. 3/19/21	
✓	Sales Tax License	Rec. 3/12/21	
✓	Business License	Rec. 3/12/21	
✗	Course Map (if leaving OSTA)	NO Alcohol	
✗	Alcohol Permit	NO	
✗	BLM Permits	NO	
✗	Film Permits	NO	
	Other Permits	EMS	
✗	Shuttle Plan		
✓	Indemnification Agreement	Rec. 3/12/21	
✓	Pledge Agreement	Rec. 3/12/21	
✓	COVID-19 Event Planning Template	Rec.	
	Signed OSTA Agreement	emailed 3/22	
✓	Admission fees, booth fees		
	Traffic Control Departure	emailed GCSO 3/18	
✗	Security		
	EMS	Emailed App 3/12/21 in process	
	Grand County Sheriff	emailed 3/18	
✗	Moab City		
✗	Utah Highway Patrol		
✗	Moab Fire		
✗	Health Department		
✗	UDOT		
✗	Other Special Services needed		
	Post Event Evaluations		

* FYI - NO Burn Out Contest is planned. This was stated for future planning purposes only *

Event Proposal

Event Name: PGP Auto Show (Parriott's Garage Performance Auto Show)

Event Client(s):

Automotive Enthusiasts who have interest in showing off what car they have built. Along with automotive businesses looking to advertise car builds and or parts. Automotive sponsors, performance shops, performance parts companies, participants/businesses entering their cars will all be welcome to join our automotive event.

Why:

In Moab Utah, there is currently only one car show every year done in late April. This April Action Car Show has brought on tons of attendance and has shown its success, but it does not have to be the only car show in Moab all year. We want to bring a modernized show with diverse vehicles from all over! Our town needs not another car show, but an Automotive Show that evolves past just single car owners and into an Expo for all automotive enthusiasts. Especially with the reoccurring April rain storms that seem to always make the show a struggle.

Who:

Our major stakeholders in an event like this are; automotive sponsors, performance shops, performance parts companies, participants/businesses entering their cars, owners of event location, staff, food sponsors, safety/hazard team, spectators, and any community members with positive & negative vested interest.

When: The Goal is Mid-September to Mid-October annually.

Where:

Our 2021 event will be at Old Spanish Trail Arena, the soccer field on the South end. This will be an amazing spot to showcase beautiful cars with a beautiful backdrop.

A large pavement area (unknown) is the main goal. The main reason I say pavement is the current car show now is on grass at the park, this eliminates certain portions that are crucial to an automotive event and eventually an expo. We need a location that suits vehicle use and parking. Pavement events are always much easier.

What:

A group of local community members have teamed up and decided to design an event that will bring attention to our company Parriott's Garage while giving automotive enthusiasts and businesses an Automotive Expo with a modern atmosphere. Our first year (2021) will be testing the waters also, it will be a fairly tight event with Covid regulations.

This will be a large automotive event focused around bringing enthusiasts from all over the vehicle spectrum together to enjoy what we all love! In the future this will be an event with mini events all around the location to keep spectators and participants involved and smiling! Examples of mini events would be; Burnout Contest, Best car/truck in more than one class, Rev contest, Highest Horsepower Dynos, Low car limbo, r.c. car tracks, and more.

To enter your vehicle into the show we are estimating about \$20-\$150 per entry and depending on entry level car use etc... Spectators ages 13+ will be \$5 to start, 5-12 is \$1, and all ages 4 and under are free. We will have vendors with entry fees and percentages of sales depending on sector and demand. Prices will all vary by event popularity, once our demand becomes high enough we will start to raise our prices to support a bigger event budget.

Event Proposal

Event Budget

Our budgets will range between \$10,000 and \$50,000, the budget would be part donations and personal investment planning for return for future shows and at minimum breakeven annually. Some costs could be paid after the event making the set-up budget cheaper. As the event grows so will the budget obviously, 2021 is estimated around 10,000. We are estimating the event will double the second and third year, then start a constant growth for another 5 years before we reach a pinnacle of attendance.

Expense Streams:

Insurance, Location, Booking Fee, Security DEP, OSTA Covid Staff, Cleaning staff, Staff, Applications, Permits, Trophies, Equipment, Raffle Items, Merchandise, Entry Bracelets, and Covid Costs.

Revenue Streams:

Sponsor Funds (Dealerships, Garages, Brand Sponsors, Automotive Enthusiasts)
Event Sales: Participants, Spectators, Vendors, Raffle, Merchandise.

2021 Event Outline:

Day Prior

- All equipment will be brought out and set up.
- Tables, pathways, sanitization, trash, restrooms and painting outline on grass.
- Vendors will be allowed to prepare and set up the day prior.
- Get baseline of car parking set up. Wooden Stakes & caution tape.

Day of

- 6am cars will be pulling in to park
- 6am Vendors will be setting up if they did not the day prior.
- Speaker and music setup in the morning for announcing.
- At about 8am-9am the additional pathways needed to help spectators with distancing will be set up.
- We are planning spectators to start entering at 10am.
- If spectators show up earlier and we are ready this time could change.
- Event will run until 9pm. Sheriffs dept. will assist in getting cars onto the highway and out of the venue location.

Event Description:

Cars will be parked for visuals all day there will be awards on cars towards the evening, but not any additional activities. Spectators will be observing cars and vendor stations.

Elements:

Max of 400 Cars, 10 Vendor Sections with product resale, Sponsor signage on fencing and surrounding areas, 4 independent food trucks, 2 extra porta toilets, 2 washing stations, and 1000-3000 spectators depending on external circumstances.

Event Proposal

Brenner Parriott
1080 S. Millcreek Dr.
Moab, UT 84532
parriottsgarage@outlook.com
10/10/21

Dear OSTA and Grand County:

This is a letter of intent on behalf of PGP Auto Show to Guarantee proper insurance for the event. A document has also been attached to show insurance quotes for the purpose of guaranteeing insurance. Insurance proof will be provided ASAP. It will be our first purchase upon approval and permission to have the event. We are currently securing donation funding to cover initial costs.

Specific intent is to provide insurance information with Grand County listed as additional insured for PGP Auto Show. The event will be insured, this letter guarantees our intentions to provide insurance, we guarantee insurance proof will be present 30 days prior to the event date, once funding and application has been approved.

In consideration, if insurance information is not submitted and approved within the time constraints given, PGP Auto Show will take full responsibility and if necessary cancel the event entirely due to lack of insurance. If circumstances involving insurance or lack thereof becomes an issue we will absolutely be in contact with grand county to solve.

Conditions are as follows:

Retrieve insurance documentation with Grand County Listed as additional insured 30 days prior to the event date (upon approval of OSTA/Grand County) and Provide all needed insurance amounts and provisions to legally hold PGP Auto Show.

This in fact is not an official agreement for parties involved until it has been approved by all parties involved. PGP Auto Show does approve of intentions above and will provide our end of agreement. If further negotiations are needed PGP Auto Show is more than happy to accommodate changes.

Sincerely,

Brenner Parriott

Coordinator for PGP Auto Show

Brenner Parriott
1080 S. Millcreek Dr.
Moab, UT 84532
3/10/2021

Dear OSTA & Grand County:

This letter is being submitted on behalf of PGP Auto Show with the intent to provide food permits and sales tax licenses for the food trucks attending PGP Auto Show on October 16th 2021. The intent is based on the following condition of retrieving information and approval from food truck entities.

This letter of intent is specifically for our verification of food truck vendors. We are planning to have six food and drink trucks to supply food and drinks. We have not yet approved any food trucks, but would like to have trucks approved 60 days prior to event day. Food Trucks will be required to provide; food resale permits, resale sales tax license, any necessary insurance, and a Covid Agreement policy form.

In Consideration of circumstances, we are willing to provide this information sooner if necessary. PGP Auto Show is willing to take full responsibility if Food Truck information is not submitted and will not allow any resale of food from vendors at the event. PGP Auto Show also guarantees to provide all necessary information in consideration 60 days prior to event day.

Conditions are as follows: retrieve all food truck information (date upon approval of OSTA/Grand County), retrieve all information listed in paragraph two, provide information in the most timely manner possible.

This in fact is not an official agreement for parties involved until it has been approved by all parties involved. PGP Auto Show does approve of intentions above and will provide our end of agreement. If further negotiations are needed PGP Auto Show is more than happy to accommodate changes.

Sincerely,

Brenner Parriott

Coordinator for PGP Auto Show

Description of event: Car Show, Approx 380 Vehicles
10 Vendors, 4 Food Trucks

Power Required: Yes

Water Required: NO

Furniture Required: Tables & Chairs

Compaction Level of Dirt: N/A

Cleaning will be maintained by: OSTA

Final Cleaning by: OSTA

Any Special Deliveries: N/A

Dumpster with open top: ON SITE @ OSTA & Having 1
Verified with Monument on: Spoke With: additional delivered
Drop off times: Final pick up: w/ Mon. Waste

Portable Restrooms & Sinks: YES → ZUNICH
Verified with Zurich on: Spoke With:
Drop off times: Final pick up:

Alcohol: NO

Location of Beer Garden:

Permit for:

Permits: EMS

Safety Plan (Dangerous Event): In google drive

Temporary Structures (How will they be secured to the ground): EZ Up tents

Other Special Instructions: Will require traffic control @ departure time on Saturday (after awards).

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

501-C3 Documentation Received On: N/A

Non-Refundable Deposit (Booking fee) Received On: Pd. 3/11/21 CK# 528

Refundable Security Deposit Received On:

Payment Received On:

Security Deposit Paid back on:

Door Code & What Doors: N/A

Date of Event:	Oct. 15-16, 2021	Arrival Date: Oct. 15	Departure Date: Oct. 16
Times of Event			
Name of Group:	PGP Auto Show		
Contact Person:	Brenner Parriott	Bryson Parriott	
Phone Number:	(435) 260-2811	(435) 260-9058	
Email Address:	parriottsgarage@outlook.com		
Expected # of Spectators	LOCAL:	OUT OF TOWN:	STAFF: 50

Planning for 1,000 in MODERATE
 * IF in LOW will Plan for 2-5,000

SUN	MON	TUE	WED	THUR	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15 SET UP	16 EVENT
17 CLEAN UP	18	19	20	21	22	23
24	25	26	27	28	29	30
31	Turn on Street Lights					

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

Arena	Conf. Room	Outside Arena	Admin Parking Lot	Pavilion	Stalls	X 2 Soccer Fields	Upper Park Lot	Baseball Fields	Scorer Box/ Conf. Room #2	Warm up Arena
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Angela Book <abook@grandcountyutah.net>

Online Form Submittal: OSTA Special Event Permit Application 2021

1 message

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

Thu, Mar 11, 2021 at 1:23 PM

OSTA Special Event Permit Application 2021

SPECIAL EVENT APPLICATION FOR OSTA EVENTS

APPLICANT INFORMATION

GRAND COUNTY, UTAH </DocumentCenter/View/11364/Feb-2021-Ordinance-signed>
ORDINANCE 627 (2021)

I have read and understand Yes
the Grand County, Utah
Ordinance 627 (2021)

I understand that All Grand Yes
County Permittee and
Special Events shall comply
with the County's Public
Health Order 2021-01GC, as
amended, and the Grand
County Special Events
Ordinance (Chapter 8.16 of
the General County
Ordinances) in effect at the
time of the Special Event.

COVID - PLEDGE </DocumentCenter/View/11397/Updated-Feb-Compliance-Pledge>

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

I have read and understand Yes
the Covid Pledge.

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

COVID-19 EVENT /DocumentCenter/View/11365/COVID_19_Event_Planning_Template_Fillable_Form
PLANNING TEMPLATE

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

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

Joint Public Health Order 11
17 2020

[https://www.grandcountyutah.net/DocumentCenter/View/10952/
Joint-Public-Health-Order-11-17-2020](https://www.grandcountyutah.net/DocumentCenter/View/10952/Joint-Public-Health-Order-11-17-2020)

I have read and understand
the Joint Public Health Order
11 17 2020

Yes

Event COVID Coordinator

Yes

Today's Date

3/10/2021

First Name

Brenner

Last Name

Parriott

Application Type

New Application

Applying 180 business days
prior to the first day of the
event?

yes

Applicant Name:

Brenner Parriott

Business or Organization:

Parriott's Grage LLC

Mailing Address:

1080 Millcreek Dr.

City

Moab

State

Utah

Zip

84532

Email Address:

parriottsgarage@gmail.com

Phone:

435-260-1301

Cell:

435-260-2811

Event Web Address:

parriottsgarage.com

Contact on-Call During the
Event:

Brenner Parriott

Contact's Cell Phone:

435-260-2811

Contact's Email:

parriottsgarage@outlook.com

Alternative on-Call:

Bryson Parriott

Alternative on-Call Cell
Phone:

435-260-9058

Alternative on-Call Email:

parriottsgarage@outlook.com

EVENT DETAILS

Event Name:

PGP Auto Show

Specific Description of Event:

A group of local community members have teamed up and
decided to design an event that will bring attention to our

company Parriott's Garage while giving automotive enthusiasts and businesses an Automotive Expo with a modern atmosphere. Our first year (2021) will be testing the waters also, it will be a fairly tight event with Covid regulations. This will be a large automotive event focused around bringing enthusiasts from all over the vehicle spectrum together to enjoy what we all love! An event with mini events all around the location to keep spectators and participants involved and smiling! Examples of mini events would be; Burnout Contest, Best car/truck in more than one class, Rev contest, Highest Horsepower Dynos, Low car limbo, r.c. car tracks, and more. To enter your vehicle into the show we are estimating about \$20-\$150 per entry and depending on entry level car use etc... Spectators ages 13+ will be \$5 to start, 5-12 is \$1, and all ages 4 and under are free. We will have vendors with entry fees and percentages of sales depending on sector and demand. Prices will all vary by event popularity, once our demand becomes high enough we will start to raise our prices to support a bigger event budget.

Preparation Begins	10/15/2021 8:00 AM
Event Start Date & Time	10/16/2021 6:00 AM
Event End Date & Time	10/16/2021 9:00 PM
Clean-up Completed	10/17/2021 5:00 PM

Please indicate which locations your event will be renting on OSTA grounds (Main Arena, Pavilion, Ballfields, Outdoor Arena, Parking lots, etc.)	Soccer Fields, Parking Lots Near Field / Arena Entrance and Pavlion.
--	--

Security /Cleaning Deposits

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

Concession	NA
Managers/Food Handlers Permit	<i>Field not completed.</i>
Concessionaires Insurance	<i>Field not completed.</i>
Property Owner Affidavit	https://www.grandcountyutah.net/DocumentCenter/View/10950/Property-Owner-Affidavit
Event Location & Property Description:	3641 South Hwy 191 Moab, Utah 84532
Trails or Surrounding Land Use:	none
Weather/Cancellation Policy:	Any heavy rain chance 80% or higher on the day of event we will cancel, postpone times, or reschedule depending on

severity.

Ticket Sales: We will be requiring an entry fee for spectators and participants if this is considered a "ticket sale"

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

Number of Event Staff & Volunteers	50
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	40
Maximum Number of Participants	500
Number of Spectators	2000
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0

Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff/Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Daily total attendance Staff/Volunteers	0
Daily total of attendance of Participants	0
Day Total of Spectators	0

CHECK YES OR NO FOR EACH

1. Event date verified with OSTA?	Yes
2. Will you be serving alcohol?	No
3. Public street/road or parking lot closure?	No
4. Merchandise Sales/Vendors Requiring Sales Tax Collection?	Yes
5. Onsite Food Service Vendors Requiring Sales Tax Collection?	Yes
6. Security or Escort required?	No
7. Race, Parade or Pedestrian/Bicycle event?	No
8. Emergency Management Services required?	No
9. Additional needs-portable toilets, waste collection, &	Yes

recycling?

- | | |
|--|-----|
| 10. Stages, platforms, scaffolding, bleachers grandstands, canopies, tents, booths, vehicles and trailers? | No |
| 11. Approval/permits from other entities? (see section 10 below for more details) | Yes |
| 12. Is Grand County listed as an Additional Insured on Certificate of Insurance? | Yes |
| 13. Is power required | Yes |
| 14. Is water required | Yes |
| 15. Furniture Rental (Tables, Chairs, Sound System, Timing Equipment, etc) | Yes |
| 16. Will you require compacting of arena dirt (floor) | No |
| 17. Hiring of OSTA Staff for cleaning during/after event | Yes |
| 18. Any Special Deliveries | No |
| 19. Will you have live entertainment (bands, DJ's, shows, animal events, etc) | No |
| 20. Will your event require any Tractor time, or implement use | No |
| 21. Will your event require use of stalls/pens for overnight use. | No |
| 22. Will you event offer overnight camping options. | No |
| 23. If renting Ballfields - Will you require lighting | Yes |
| 24. Will you require any rail/pen removal | No |

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

1. DATE VERIFICATION WITH THE OLD SPANISH TRAIL ARENA

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

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

All events that require street closures have street activities or require public parking to be blocked off must provide the following information and a Traffic Control Plan and uploaded with the site plan. All of the following must be on the site/sketch plan. All street closures proposed. Races indicate the start/end locations. Entrances and Exits. Parking and overflow parking needs to have the number of estimated vehicles. Applicants may work directly with Grand County to provide these services. Please contact the Sheriff's Office and the Road Department for a cost estimate for providing this service.

Sheriff's Office (435) 259-8115 swhite@grandcountysheriff.org

Road Department (435) 259-5308 bjackson@grandcountyutah.net

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

Street(s)/Road/Hwy to be closed: Attach Detailed Map. *Field not completed.*

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

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

Name of Traffic Control Coordinator: *Field not completed.*

Phone: *Field not completed.*

3. ESCORT OR SECURITY:

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

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

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

Sheriff's Fees;

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

Sheriff's Office (435) 259-8115 swhite@grandcountysheriff.org

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

Name of Escort/Security Company: *Field not completed.*

Contact Person Name: *Field not completed.*

Security Contact Phone: *Field not completed.*

Email: *Field not completed.*

4. EMERGENCY MEDICAL SERVICES:

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

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

EMS Department (435) 259-1301

Indicate One Grand County EMS

Agreement (Yes or No) Yes

Name of Staff/Volunteer *Field not completed.*

Contact Phone *Field not completed.*

Contact Email *Field not completed.*

Name of Staff/Volunteer *Field not completed.*

Contact Phone *Field not completed.*

Contact Email *Field not completed.*

Name of Staff/Volunteer *Field not completed.*

Contact Phone *Field not completed.*

Contact Email *Field not completed.*

If you have additional [Letter of Intent Staff Info pdf.pdf](#)

Staff/Volunteers upload the information here.

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

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

Name of Medical Provider:	NA
Contact Person Name:	<i>Field not completed.</i>
Contact Phone:	<i>Field not completed.</i>
Email:	<i>Field not completed.</i>
Name of Staff Member	<i>Field not completed.</i>
Contact Phone Number	<i>Field not completed.</i>
Contact Email	<i>Field not completed.</i>
Name of Staff Memeber	<i>Field not completed.</i>
Contact Phone Number	<i>Field not completed.</i>
Contact Email	<i>Field not completed.</i>
Name of Staff Member	<i>Field not completed.</i>
Contact Phone Number	<i>Field not completed.</i>
Contact Email	<i>Field not completed.</i>
GPS coordinates for Helicopter Landing Zone (remote event):	<i>Field not completed.</i>
GPS coordinates for first aid locations and important intersections:	<i>Field not completed.</i>

Livestock Events:

A veterinarian may be required to be on site at all times during your event.

Name of Veterinarian Clinic	NA
First Name	NA
Last Name	NA
Street Number	<i>Field not completed.</i>
Street Name	<i>Field not completed.</i>
Street Type	<i>Field not completed.</i>
City	<i>Field not completed.</i>

State *Field not completed.*
Zip *Field not completed.*
Office Number *Field not completed.*
Cell Number *Field not completed.*
Emergency Number *Field not completed.*

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

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

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

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

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

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

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

NO BOUNCE HOUSES ARE ALLOWED AT OSTA.

Describe any semi-permanent, mobile or moveable buildings, structure or vehicles to be used including stages, carts, stands, fences and barriers and attach illustrations and indicate location of these items on the Site/Sketch Plan.	4 food Trucks and up to 10 Miscellaneous Vendors with EZ-UP tents, approximately 380 vehicles on soccer field and parking area. Full Blueprint of event attached.
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Please contact the Building Dept. and Fire Department for information regarding permitting and inspections.

Building Department (435) 259-1344 bhulse@grandcountyutah.net

Fire Department (435) 259-5557 bmcguffeemoabfire@gmail.com

6. ALCOHOL PERMIT:

Complete the state & county approval process 60 days prior to the first day of the event's proposed date to start. Please contact the County Clerk's Office for temporary alcohol permit information (435) 259-1321. Local consent is granted by Grand County Commission and must be approved and processed prior to obtaining

a required Special Event Permit from the Utah Department of Alcohol Beverage Control (DABC) www.abc.utah.gov (801) 977-6800

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

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

Beer Garden

Include location on the site/sketch plan.

7. BUSINESS LICENSE & SALES TAX COLLECTION

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

Attach Business License [Bus. Lic. Parriotts Garage.pdf](#)

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

Attach Utah Sales Tax License [Parriotts Garage Sales Tax Lic..pdf](#)

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

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

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

501(c)3

Attach a copy of your 501 (c) 3

Attach 501 (c) 3 document Field not completed.

RAFFLES AND GAMBLING ARE ILLEGAL IN THE STATE OF UTAH

A. Merchandise Vendors:

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

Vendors

Vendors name and location on the site/sketch plan.

Number of Merchandise 5+ (attach additional information below)

Vendors:

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

Contact Name

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

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

Contact Name

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

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

Contact Name

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

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

Contact Name

Sales Tax number *Field not completed.*

Phone *Field not completed.*

If you have more than four vendors please attach additional information. [Letter of Intent Auto Vendors .pdf](#)

B. Food Vendors:

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

Food Vendor

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

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

Attach Insurance *Field not completed.*

Number of Food Vendors*: 4

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

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

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

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

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

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

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

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

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

If you have more than four vendors please attach additional information. [Letter of Intent Food Permits.pdf](#)

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

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

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

Number of Bicyclists *Field not completed.*

Description of staging/pre-event gathering and finish areas and event route: Day of Operations cars and vendors will enter at 6am spectators at 9am. We will set up the basics of the events the day before including food trucks and necessary equipment for layout and design.

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

The following requirements must be met.

Sanitation - Garbage - Recycling

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

Sanitation Service commitments, including the following minimum requirements:
daily, compost, recycling and garbage pick-up, daily restroom hauling and cleaning,

handwash replenishing, and waste diversion plan.

Bathroom Facilities

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

Sanitation Service Providers Name Old Spanish Trail Arena

Phone (435) 259-1311

Email abook@grandcountyutah.net

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

Garbage:

Daily garbage pick-up.

Please describe your detailed clean up plan during and after the event: OSTA Trash and Cleaning Staff will be Hired, If additional trash control is needed volunteers will assist with any trash removal needs.
We will schedule Drop off of a dumpster on south end.

Attach Garbage Contract *Field not completed.*

Recycling:

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

Please describe in detail your recycling plan: We will provide at least 10 recycling bins labeled as required. Again, if a separate waste contract is required other than OSTA, we are happy to do so.

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

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

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

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

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

Permit from other entity *Field not completed.*

Permit from other entity *Field not completed.*

Permit from other entity *Field not completed.*

Permit from other entity *Field not completed.*

11. Proof of Insurance

A copy of your Certificate of Insurance naming Grand County as an Additional Insured in an amount not less than \$2 million per occurrence and \$4 million aggregate unless a letter amount is approved in writing by the Commission, Administrator or County Attorney.

Upload copy of Certificate of Insurance [Letter of Intent Insurance.pdf](#)

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

Indemnification and Liability Agreement Other related docs only lets you upload one document. Additional information has been emailed to abook@grandcountyutah.net.

REFER TO EXHIBIT A - 8.16.090 in the Grand County Ordinance 627 (2021)
A list/description of Special Events requirements

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

CHECKLIST OF REQUIRED ATTACHMENTS / TASKS:

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

Conformation from OSTA verifying date., Booking fee paid with signed OSTA Rental Agreement, Certificate of liability insurance: current policy names Grand County additionally insured , Indemnification and Reimbursement Agreement , Sanitation service commitments, Recycling/Garbage Plan, Business License or Temporary Business License , Utah State Tax License or copy of 501(c)3, Information about fees generated by event - admission charges, booth fees, rental charges, A description of the number and types of vendors planned for the event, Traffic control plan, include fire evacuation routes and suppression, as it pertains to event, Security Plan (If required), Medical Services Plan (Provide specifics outlined in 2018 EMS Event Guidelines), COVID 19 TEMPLATE, Permits from other entities (If applicable)___City of Moab ___UDOT ___BLM ___Forest Service ___Arches National Park ___DABC ___SITLA___Canyonlands National Park ___Dead Horse Point State Park

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

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

Site Plan and/or Detailed Course Map [PGP Auto Show Site Plan.pdf](#)

Other Related Documents [IndemnificationLiabilityAgreement.pdf](#)

2021 Fee Schedule <https://www.grandcountyutah.net/DocumentCenter/View/10744/2021-Consolidated-Fee-Schedule--Ord-618->

GROUND FOR DENIAL

8.16.130 Grounds for Denial The Committee, or the County Commission upon referral, may deny an application for a Special Events Permittee for any of the

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

APPLICANT CERTIFICATION

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

Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.
First Name	Brenner
Middle Initial	Trace
Last Name	Parriott
Date	3/11/2021

OSTA Contact Information:

The Old Spanish Trail Arena 3641 S. HWY 191(Physical) 125 E. Center St.
(Mailing) Moab, UT. 84532 (435) 259-1311 or (435) 259-6226
abook@grandcountyutah.net

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

GRAND COUNTY FACILITIES RENTAL AGREEMENT

Event Name PGP Auto Show

Event Date October 16, 2021

Event Contact Person Brenner Parriott & Bryson Parriott

Contact Person's Cell # (435) 260-2811 (435) 260-9058

Contact Person's Email parriottsgarage@outlook.com

It is the Renter's responsibility to confirm event dates on the OSTA website to ensure accuracy. Go to: <http://www.grandcountyutah.net> to view our Calendar.

√	Possible requirement(s) for your event* * Please consult ____ for more information	Recommended Time Frame
	Special Event Permit (County)—not needed for small events	6-12 months prior
	Sponsors (budgets are set 3 months prior to new year)	1 year prior
X	Temporary Alcohol Permit (County & State approval required)	3 months prior
	General Commercial Insurance (Grand County must be designated as Additional Insured)	2 months prior
	Security Deposit by separate check (determined per OSTA policy), from which the non-refundable \$50.00 Booking Fee shall be deducted	2 months prior
	Safety Plan (required for some events at the discretion of OSTA's Manager)	Prior to contract signing
	Temporary Business Permit for each out of County vendor (\$10 payable to Grand County)	At event
	Payment for Event per Grand County Code Section 3.06.140 (Fees of the Old Spanish Trail Arena Recreation Complex)	Last day of event or up to 1 week after
	Security Deposit refund less deductions for damage, if any	Within 30 days

Old Spanish Trail Arena (435) 259-6226 or (435) 259-1311

Old Spanish Trail Arena Conditions of Conduct

General rules

Children must not be subject to alcohol or drugs in any area that they are occupying.

Children must be supervised at all times.

No walking on bleacher tops by anyone.

No access behind bucking or roping chute areas for any person not involved with an equine event involving roping or bronc/bull riding. Only exception is to retrieve a ball.

Sound

Music or speech decibel rating from sound systems must not in excess of 85db

Alcohol

Alcohol must be in cans only (pull rings must not be left on the floor-No glass containers are allowed on the arena dirt or grass areas. Intoxicated persons will be asked to leave the facility

Event shut down times

Ballfields events curfew 10:30pm to 7am

Arena events curfew 12pm to 7am

Motorized Vehicles

No vehicles are allowed on any concrete (this includes the pavilion and walkway, foot paths, concrete slabs outside arena doors.

Motorized vehicles can access the arena dirt areas when authorized by OSTA staff.

Drivers will not spin motor vehicle wheels on any surface and will obey the speed limits while driving on site. 20mph on roads, 10mph near pedestrians, livestock and near buildings.

Smoking

Smoking is not allowed in the buildings and within 25 feet of a door or window. Any cigarette butts left in the arena or outside the arena will be the responsibility of the event manager to have them cleaned up.

Building surfaces

Building surfaces equipment and furniture if damaged or removed from site will be paid for by the event manager at the replacement cost.

Inappropriate behavior

Anyone that is abusive, argumentative or threatening to another person on site will be removed from the site either voluntarily or by a sheriff's department officer.

Security Deposits

A portion or all of a security deposit will be withheld by Grand County for violation of the above and the time taken to resolve the issue.

OSTA Security

OSTA Staff will be required at cost of event holder for all events where alcohol is served or live entertainment is present, min. of 2 staff.

*****Violation of any rule revokes loss of deposit.**

GRAND COUNTY FACILITIES RENTAL AGREEMENT

This **FACILITIES RENTAL AGREEMENT**, entered into by and between Grand County, a Utah political subdivision (hereinafter "County"), which owns the following facility known as: **The Old Spanish Trail Arena** ("OSTA") located at 3641 S Hwy 191 (hereinafter "Owner"), and _____ (hereinafter "Renter").

TERMS AND CONDITIONS

Facilities: **The Old Spanish Trail Arena Recreation Complex**

Purpose of Function: **PGP Auto Show**

Term of Use: Starting **October 16, 2021** Ending **October 16, 2021**

Charges by line Item:

Items Charged	# Of Days/hrs	Amount	Amount Total
Soccer Fields (2)	2	\$200.00	\$400.00
Pavilion	1	\$200.00	\$200.00
COVID Event Coordinator (Hourly - Event Hours)		\$50.00	\$0.00
OSTA Staff (Hourly - Event Hours (2 Employees))		\$35.00	\$0.00
Tables	15	\$2.00	\$30.00
Chairs		\$1.00	\$0.00
Ticket Sales (\$1.00 per Ticket Sale - Payable to OSTA)		\$1.00	\$0.00
			\$0.00
			\$0
Non-Refundable Booking Paid 3/11/21 CK # 528		\$50.00	\$0.00
Total Cost of event (subject to ticket sales, business licenses, and concession sales)		Sub Total:	\$630.00
Refundable security Deposit	1	\$1,500.00	\$1,500.00
Extended total including refundable security deposit		Total:	\$2,130.00

Security Deposit

Renter shall pay to County \$1 550 00 as a Security Deposit, \$50.00 of is a Non-refundable Booking Fee pursuant to Grand County Code Section 3.06.110. County shall return the Security Deposit to Renter within thirty (30) days of the termination of this Agreement, subject to forfeiture provisions below. County shall apply the Security Deposit towards the costs of cleaning/damage to the property/furniture in the event the renter returns Property to County in worse condition than the Inspection Report of Facility (hereinafter "Inspection"), attached as Exhibit "A." County may assess additional fees and costs to Renter in the event of damage to the facility, or furniture over and above the cost of cleaning/replacement.

Duties of Renter

Immediately upon entering into possession of the Property, Renter shall inspect the Property for safety and usability of the Property for its intended purpose utilizing the Inspection Report of Facility (see attached Exhibit "A," hereinafter "Inspection"), and Renter shall then immediately report to County any preexisting damage to the Property (contrary to any pre-existing damage shown on the Inspection), or the existence of any danger on the Property which may cause injury to Renter, or Renter's guests. At the end of the rental term, Renter shall clean and restore the Property to its condition before rental and return possession of the Property to County. If Renter or Renter's guests or invitees cause any damage to Property, Renter shall immediately report the damage to County, and Renter shall repair damage during the rental term.

Serving of Alcohol

Renter may serve alcohol on premise when done so in accordance with all Federal, State, and Local laws. Renter shall warrant that all servers of alcohol have the necessary licenses and certificates required to serve alcohol. Renter shall assume all liability in serving alcohol and provide at Renter's sole expense insurance coverage that includes serving alcohol. Renter shall further include County as an Additional Insured on such insurance policy. Proof of insurance shall be submitted sufficient to the County's Insurance Coordinator that liability with serving alcohol is included with insurance coverage. Proof of insurance shall be in the form attached as Exhibit "B."

Indemnification

Renter shall release, Indemnify, defend, and hold harmless County from any and all claims, losses, judgements, expenses, fees (including attorneys' fees), and costs asserted against or incurred by County or arising from any action of Renter, its guests and invitees, or its use of the Facility or this Agreement, regardless of cause, unless due solely by the negligence of the County. Renter also guarantees to have all participants in activities that involve physical exertion shall complete and execute the Participant's release form attached in Exhibit "A" prior to participating in the event.

Breach and Liquidated Damages

If Renter breaches any provision of this Agreement, and damages suffered by County cannot be estimated, calculated, or determined, then Renter shall forfeit the entire Security Deposit to County as liquidated damages. In addition to forfeiture of the Security Deposit, nothing in this provision or this Agreement shall prevent County from pursuing other legal remedies to seek relief or compensation for damages above and beyond the amount of the Security Deposit.

Termination

Either party may terminate this Agreement by providing written notice 30 days in advance of the termination date. Notice is effective upon receipt. In all cases the County may terminate this agreement in fewer days specified herein when the County is notified that the event for which the facility is rented for will violate or may likely violate any city, county, state, or federal law.

Termination by Damage Not the Fault of Renter

Upon prior written notice of twenty-four (24) hours, effective upon receipt, County may terminate this Agreement and retake exclusive possession of the Property if fire, natural causes or disaster, or a previous renter destroys the Property to the extent that it may no longer be used for its purpose, in which case, County shall return to Renter the Security Deposit and all unused rental fees, calculated on a prorated daily basis.

Special Terms and Conditions

The Property is unique, and as such, may require special terms and conditions in addition to those listed above, which are listed more particularly on the attached Exhibit "D", incorporated within this Agreement by reference, and to which this Agreement is subject. The County cannot accept any liability during an event for loss of comfort, services, equipment and the like due to weather, accidental shutoffs and breakdowns. Every effort will be made to ensure continuance of an Event through temporary means and pre-planning etc.

Attorneys' Fees

In the event of a legal proceeding to enforce the terms of this Agreement, for each claim, the Court shall award the prevailing party its reasonable collection costs, including attorneys' fees and costs, incurred in enforcing this Agreement and asserting or defending the claim.

Venue and Jurisdiction

The parties hereunder consent to the jurisdiction of the 7th District Court in Moab for adjudication of any dispute, transaction or occurrence arising out of this Agreement and the laws of the State of Utah shall govern this Agreement.

Entire Agreement/Amendment

This Agreement, and its exhibits, contain the entire agreement of the Parties with regards to the rental of the Facility and shall be binding and inure to the benefit of each party's respective employees, agents, successors and assigns. This Agreement may not be altered or amended except by a writing duly executed by the Parties. **IN WITNESS WHEREOF**, the Parties have executed this Agreement, subject also to the Special Terms and Conditions contained within Exhibits "A", "B", "C", and "D." All photocopies, or fax transmissions of this Agreement shall have the same force and effect as the original, whether executed by the parties contemporaneously or separately and transmitted by fax.

Renter -Dated: 3/23/2020

County Dated: March 22, 2021

Signature: Brenner Parriott

Signature: _____

By: Brenner Parriott **(Printed name)**

By: Angela Book (Printed name)

Its: OSTA Director

Address: 1080 Millcreek Dr.
Moab, UT 84532

Address: 3641S Hwy 191 Moab UT 84532

Phone: 435-260-2811

Phone: (435) 259-1311 or (435) 259-6226

Email: pgpautoshow@gmail.com

Email: abook@grandcountyutah.net

Exhibit "A"

Participant's Release Form

GRAND COUNTY RELEASE AND WAIVER OF LIABILITY & PARENTAL PERMISSION, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

EVENT(s): PGP Auto Show

Date(s): OCT 16th

Location: Grand County-The Old Spanish Trail Arena 3641 S. Hwy 191 Moab, Utah 84532

The undersigned hereby states that he/she is an adult participant or the parent or legal guardian of the below named minor participant, and that the said parent or legal guardian grants permission for said minor participant to participate in said event(s). Furthermore, the parent or legal guardian:

1. Hereby acknowledges that the activities of the above-named event(s) are very dangerous and involve the risk of serious injury and/or death and/or property damage and hereby assumes full responsibility for any risk of such injury, death or damage whether caused by negligence of releasee or otherwise.
2. Hereby agrees to indemnify, save and hold harmless Grand County, grand county special service district, and each agency designee, agent, and employee, for any loss, liability, damage, or cost they may incur arising out of the participation of the undersigned's child or the minor over which the undersigned has legal guardianship in the event(s) whether caused by the negligence of the releasees or otherwise.
3. Hereby agrees that the hold harmless, and indemnity agreement extends to all acts of negligence by the releasees, including negligent rescue operations or procedures of the releasees or any person aforementioned.
4. Hereby agrees to release from liability, indemnify, save and hold harmless releasee, and each of its designees, agents, and employees, for any loss, liability, damage, or cost they may incur due to, health, sickness (including the current outbreak of equine herpes virus), injury, or possible death of any pet or livestock, including health concerns that may appear later after the undersigned's participation in the event(s).
5. Herby agrees to release from liability, indemnify, save and hold harmless releasee, and each of its designees, agents, and employees, for any loss, liability, damage, or cost they may incur due to, accident to themselves or others, health, sickness, or injury by flying a hang glider, para-gliders, motorized ultra-lite or similar flying machines including health concerns that may appear later after the undersigned's in activities with the before mentioned aircraft/flying machine. Any crash or accident involving yourself or a third party will be your sole responsibility.

I have read the forgoing agreement, fully understanding its terms, understanding that i have given up substantial rights by signing it, and have signed freely and voluntarily without inducement, assurance or guarantee being made to me. **Adults signature must be added alongside child's name**

	Adults Name	Adults Signature	Childs Name	Childs Signature
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2				

	Adults Name	Adults Signature	Childs Name	Childs Signature
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	Adults Name	Adults Signature	Childs Name	Childs Signature
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Note extra pages may be added above.

Exhibit "B"

Inspection Report of Facility

Property: The Old Spanish Trail Arena Recreational Complex 3641 S. Hwy. 191, Moab, Utah 84532

The County has inspected the Property and found it to be in the condition described below. Renter agrees to inspect the real property immediately upon entering into possession of the real property or the beginning of the term of rental (whichever occurs first) and notify County of any pre-existing damage dangerous condition on the property. Failure by Renter to inspect and notify County shall be construed as a waiver of any future claim for damages and as acquiescence to and the County's inspection. Items identified as unclean prior to event omitted.

(Include below a description of various aspects of the property, e.g.: tables, chairs, equipment, carpets, walls, restrooms, etc., that the County will inspect immediately prior to the term)

Arena	Ballfields
Furniture cleaned -tables, chairs, chalkboards, carpet, blinds- If used	Furniture cleaned -tables, chairs, chalkboards, carpet, blinds
Building surfaces cleaned -floors, walls, ceilings, windows, bleachers- If used	Building surfaces cleaned -floors, walls, ceilings, windows, bleachers
Building fixtures cleaned - toilets, urinals, basins, mirrors	Building fixtures cleaned - toilets, urinals, basins, mirrors
Garbage's - pick up all garbage, empty and reline trash cans into dumpsters	Garbage's - pick up all garbage, empty and reline trash cans into dumpsters
Grounds -pick up garbage and manure.	Grounds - repair damage to grass and fences, pick up garbage
Arena- No animal excrement left in the arena –must be cleaned up before leaving.	Fields- No animal excrement on the fields – must be cleaned up before leaving
Stalls - clean and remove manure to specified onsite dump	

Exhibit "C"

Proof of Insurance

Renter has submitted and the County's Insurance Coordinator has approved the Proof of Insurance to cover the Renter's duty to indemnify, described in this agreement. Proof of insurance is attached in this Exhibit.

Renter shall designate Grand County Utah as an Additional Insured on all such insurance policies and provide proof of the same.

Insurance values

Each occurrence	\$2,000,000
Damage to rented premises	\$1,000,000
Personal Injury	\$1,000,000
General aggregate	\$4,000,000
Products Comp/OP AGG	\$2,000,000

Renter warrants having all participants in sporting events or activities that involve physical exertion to complete and executed the Participant's Release Form attached in this Exhibit.

Exhibit "D"

Special Terms and Conditions

Renter herewith agrees to abide with the following special terms and conditions as described below or a separate page labeled as Special Terms and Conditions and attached to this agreement. If a separate page is attached each page shall be initialed by the County's authorized agent and renter.

1. **Cleaning:** User Cleans, Renter is responsible for the cleaning, sanitizing, sweeping and mopping all restrooms that are used (trash, toilet paper, etc.), emptying of the trash cans inside and outside of the rented facility, and cleaning of the rented facility as necessary. User is also responsible for putting away any tables and/or chairs that are used during the event. Bleachers and Dugouts must also be cleaned after event. OSTA staff is available to clean during event but event holder will be charged appropriate fees according to the authorized fee schedule. In the event that the event holder would like to have OSTA staff clean before/during/ or after event, OSTA must be informed before the start date of event to discuss what hours are needed for OSTA staff to be present for cleaning. OSTA staff will only be available to clean during the agreed upon hours. If event is using stalls, it is the event holder's responsibility to make sure stalls are cleaned up after event unless otherwise stated in contract. If OSTA staff has to clean stalls and it is NOT stated in contract, event holder will pay a fee of \$5 per stall to be cleaned and a minimum of \$35 for the tractor fee.
2. **Set Up and Take Down:** Renter is responsible for the set up and take down before/during/and after the event. Renter is also responsible for the care and management of their own equipment. OSTA is not liable for any damages or theft that may occur to renter's equipment during the event duration. If event holder needs assistance from OSTA staff to assist with set up and/or take down of event, event holder will be charged the appropriate fees according to the authorized fee schedule and should inform OSTA before start date of event to discuss what hours are needed for OSTA staff to be present for assistant with set up and/or take down.
3. **Banners/Posters/Signs:** NO Banners/Posters/Signs etc. are to be hung on ANY painted surfaces. If Banners/Posters/Signs etc. are hung on any painted surface Renter will be responsible for the repainting of that area if damaged and it will be taken out of the security/cleaning deposit. No tape is to be used to hang up posters and the like and all zip ties etc. shall be placed in garbage during clean up period.
4. **Access to Stalls:** Renter must allow stall renters, and other customers & client access to stalls and or other rentable areas not involved in this event and this for the duration of the entire event. Overnight stall renters use designated overnight stalls that will be available in the central barn area, unless arrangements have been made prior for event holder to rent all central stalls. Under these circumstances, OSTA will use the north stalls for overnight rentals during this event. In the example of a non-equestrian event renting the full facility, overnight stalls will remain in north barn area. OSTA will designate the stalls and the 'access road' needed to allow trucks with horse trailers to pull through and turn around and exit during the event. If any arenas on facility are not being rented, event holder must also

allow other event renters and local equestrian riders access to arena(s) and areas that are not being rented.

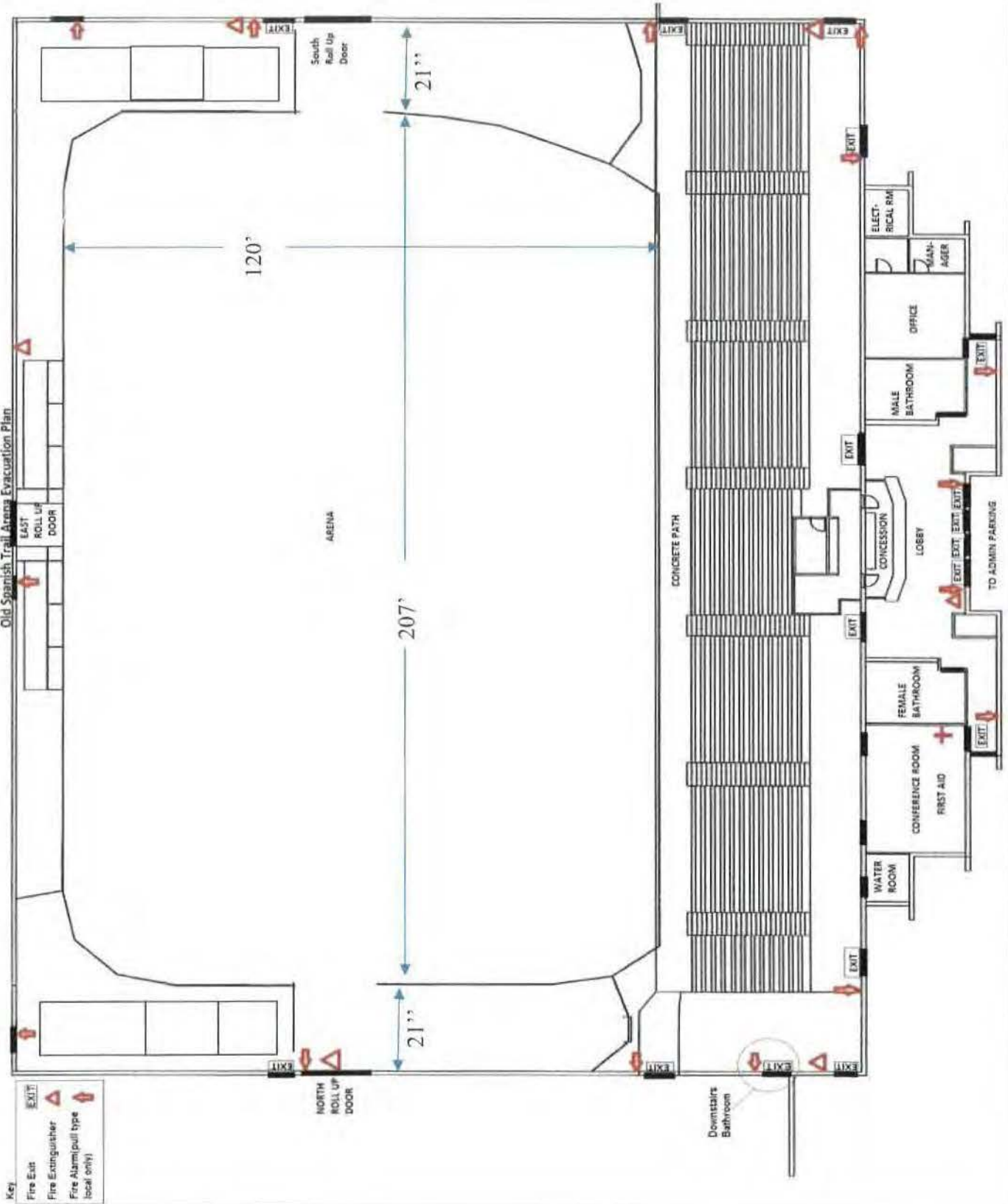
5. **Contact Information:** Contact information from both OSTA and Renter must be provided before Event begins. OSTA employees will only work with Renter's designated representatives and any requests must be channeled through these representatives.
6. **Removal of Equipment/Property:** No privately owned or personal equipment or property may be left on OSTA property after events conclude unless agreement is made prior. Any item(s) left over 30 days, without agreement of such, shall become the property of Grand County and shall be disposed of according to the law.
7. **Staff Parking:** During the event duration the event holder must **ALWAYS** leave the parking spaces in front of the OSTA Office door available for OSTA Staff. That will include AT LEAST FIVE vehicle spaces available **AT ALL TIMES**. These spaces have 'OSTA Employee Parking Only' signs and if someone other than an OSTA employee is parked in these designated parking stalls they will be towed at Owners Expense.
8. **Traffic Laws:** All guests, participants and vehicles drivers must obey the laws of the land which also apply on the Old Spanish Trail Arena site. Any infractions will be referred to the Sheriff's Department.
 - Speed limit is 20mph maximum on roads and 10mph maximum around buildings and people. The speed limit is for personal safety of the public and to reduce the advent of dust.
 - No parking in front of Fire Exits or on emergency access roads as agreed with event holders.
 - No speeding, excess noise or burn outs or the like will be tolerated from vehicle drivers.
 - There is no access to and from site for non-street licensed vehicles except by trailer.
 - No vehicles are permitted on gardens, grass, ponds, pavilion, curb and footpath concrete
- 9- **Evening Hours:** There is a requirement that all event activity should cease at 12:30 p.m. except for cleaning & security operations for Arena area and 10:30pm at the Ball Fields.

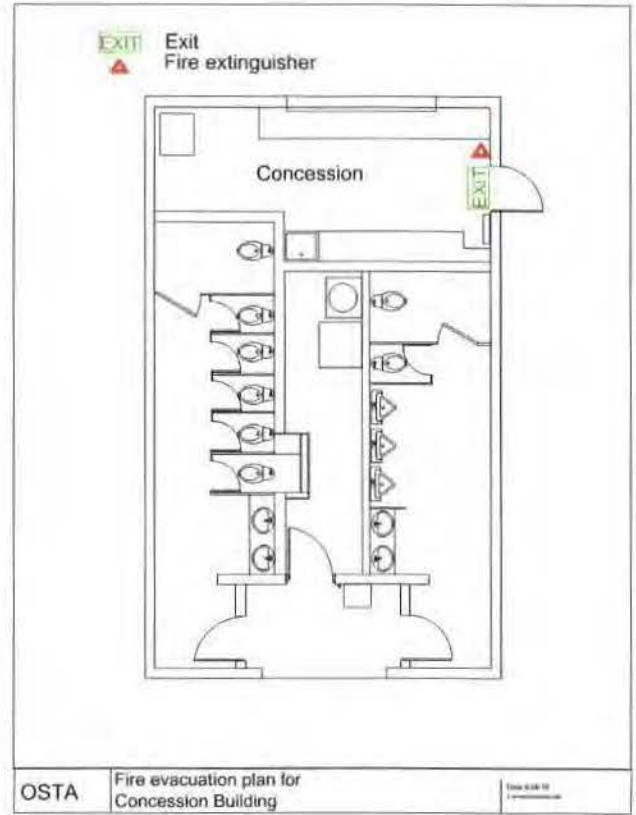
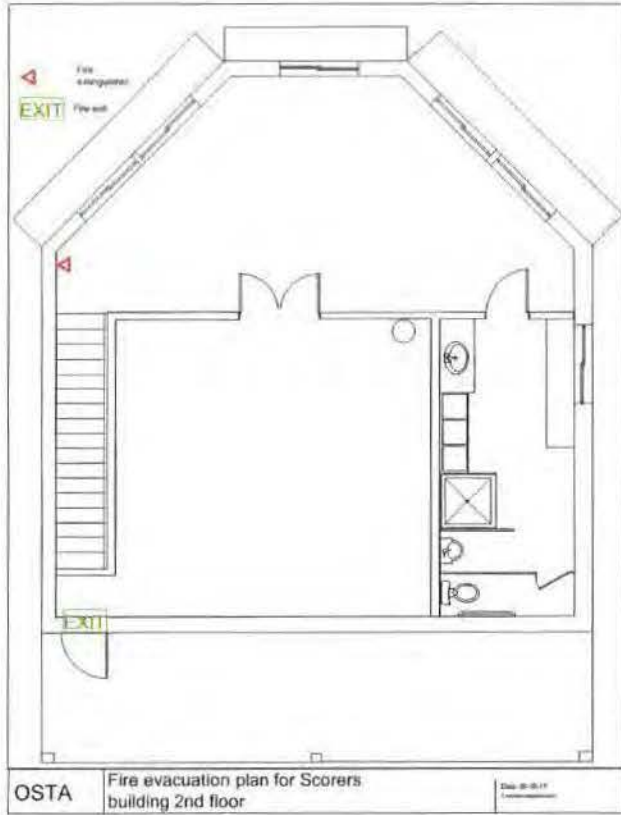
It is the Renter's responsibility to enforce all rules and to protect areas of The Old Spanish Trail Arena community asset being used for their event.

I hereby have read and agree to special terms and conditions.

Signature Brenner Parriott Date 3/23/2021

Old Spanish Trail Arena Evacuation Plan







In Case of evacuation from the Arena or ball fields area, please go to the safest area near you. **Area 1 is the preferred area.**

Emergency Information

Old Spanish Trail Arena

Emergency Medical Services (EMS) -----> 911

Event Location:

**Old Spanish Trail Arena
3641 S. Hwy 191
Moab, UT 84532**

Urgent Care Services:

**Moab Regional Hospital
450 W Williams Way
Moab, UT 84532**

Directions to Hospital:

- Starting from US-191 N
- Head northwest on US-191 N toward W Lemon Ln
- Turn left onto W 100 S/1st S St
- Continue to follow W 100 S
- Take the 2nd left onto Williams Way
- Arriving at 450 W Williams Way
- Total: 5.7 mi - about 9 minutes

Other Emergency Contacts:

**Grand County Sherriff's Department → 435-259-8115
Moab City Police Department → 435-259-8938
Moab Fire Department → 435-259-5557**

Arena Manager 435 259 6226 or 435 259 1311

If there is any emergency, please call the Arena Manager after first calling the relevent emergency response departments.

For all building problems please call the Arena Manager.



Utah State Tax Commission

TAXPAYER SERVICES DIVISION 210 N 1950 W SALT LAKE CITY Utah 84134-9000

Website: tax.utah.gov

SLC012-03-2018

Sales Tax License and/or Use Tax Certificate of Registration

PARRIOTTS GARAGE LLC
PARRIOTTS GARAGE LLC
1080 MILLCREEK DR
MOAB UT 84532-3056

Account Number: **14462738-002-STC**

This business is registered to make
taxable sales from the
unincorporated area of:
Grand County

Outlet: 0002 Issued: March 1, 2020 Valid until revoked or cancelled. Post in a noticeable place.

This business is authorized to make taxable sales, purchase tax free for resale, collect and remit sales and use taxes in the State of Utah. The authority to engage in business is subject to city and/or county business licensing laws and other rules and regulations. This license may be revoked for violations or failure to comply with these laws, rules and regulations. If this business moves, closes or is sold, you must contact the Tax Commission immediately by calling 801-297-2200 or toll free 1-800-662-4335 and return this license to the Tax Commission for cancellation. This license is NOT transferable.

ABOVE IS YOUR
SALES TAX LICENSE

TEAR OFF AT PERFORATION AND POST IN A NOTICEABLE PLACE
Keep this portion for your records.

Account Number: **14462738-002-STC**

<<< Use this number for all correspondence or contact
with the Utah State Tax Commission.

Jurisdiction: **Grand County**

Issued: **March 1, 2020**



Your Personal Identification Number (PIN) will be sent in a different notice in a few days.

You are required to register your account at tap.utah.gov for electronic filing, paying and managing your account. Your PIN is needed to register.

NOTICE OF LIABILITY

30013
NOT TRANSFERABLE



From: January 1, 2021
Expires: December 31, 2021

BY THE AUTHORITY OF THE BOARD OF COUNTY COUNCIL PERSONS, GRAND COUNTY, STATE OF UTAH

Parriott's Garage in conformity to the Laws of the State of Utah, to conduct a Auto Repair business at 1080 Millcreek Dr in Grand County, State of Utah, commencing for the same on 01/01/2021 and ending on 12/31/2021. Subject to the provisions of the Laws of the State of Utah, having paid into the County Treasury the fees in accordance with the order of the Board of Grand County Council and the same is hereby duly authorized.

Given under my hand and the seal of said Grand County this day February 23, 2021.

A handwritten signature in cursive script, appearing to read "Janet Kula".

Deputy Clerk

A handwritten signature in cursive script, appearing to read "Quinn Hall".

County Clerk

INDEMNIFICATION, HOLD HARMLESS AND RELEASE OF LIABILITY
AGREEMENT

Whereas PGP Auto Show, Brenner Parriott (hereinafter "User")
desire(s) to use Grand County (herein after "County") Property or Facilities located at
Old Spanish Trail Arena, (Soccer Field, and dirt parking lots.) to engage in the following activities;

Hold an Automotive Car Show, non moving vehicles.,
and in consideration of County's willingness to allow User to use said facilities and/or
property, I

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

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

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

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

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

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

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

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

Brenner Parriott

Signature of User Agent

Brenner Parriott

Printed Name of User Agent

Date: 3/10/2021

PLEDGE

This PLEDGE is made this day of 3/10/2021 by **Brenner Parriott** personally ("Applicant"), and on behalf of **Parriotts Garage** (the "Business/Organization"), and in consideration of requesting and obtaining a special event permit in Grand County for **PGP Auto Show** (the "Special Event"). The Applicant and Business/Organization shall be referred to collectively herein as Applicant.

1. Applicant hereby acknowledges and understands that:

a. March 6, 2020, Governor Herbert issued Executive Order 2020-1, declaring a state of emergency to facilitate the State's response to novel coronavirus disease 2019 (COVID-19), which state of emergency has been extended by the Utah Legislature;

b. March 16, 2020, Grand County (the "County") declared a local state of emergency, which state of emergency has been extended by the Grand County Commission;

c. August 18, 2020, Grand County and the South Eastern Utah Health Department issued a Joint Health Order requiring Face Coverings that completely cover the nose and mouth in public areas, including any indoor or outdoor space open to the public, where consistent social distancing of at least six feet is not possible, reasonable, or prudent, which Joint Health Order has been extended (the "Joint Health Order");

d. November 8 and 9, 2020 Governor Herbert issued Executive Orders 2020-72 and 2020-73 declaring a state of emergency Due to Rising COVID-19 case counts Creating a Shortage of Hospital Beds and imposing new requirements on individuals, special events, and event hosts (collectively "Executive Order");

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

g. Under Utah Statute § 26-23-3, it is unlawful for any person, association, or corporation, and the officers thereof to willfully violate, disobey, or disregard the provision of the public health law or the terms of any lawful notice, order, standard, rule or regulations issued under the Utah Health Code;

h. Under Utah Statute § 26-23-6, any person, association, or corporation, or the officers of any of them, who violates any provision of the Utah Health Code or lawful orders of the local health department is guilty of a class B misdemeanor for the first violation and a class A misdemeanor for any subsequent violation within 2 years, and conviction in a criminal proceeding does not preclude the local health department from assessment of civil penalties or denial, revocation, or refusal to renew a permit, license or certificate, or seek other injunctive or equitable remedies; and

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

2. Applicant further hereby acknowledges and understands that:

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

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

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

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

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

f. **Failure to enforce the COVID-19 Plan, the Joint Health Order, or the Executive Order may lead to the immediate closure of the Special Event, criminal citations, a civil penalty of \$10,000, and/or suspension of the Applicant's eligibility for permits in Grand County for a period of at least one (1) year.**

3. Applicant hereby promises and agrees to:

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

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

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

APPLICANT, Individually

Brenner Parriott

Name: Brenner Parriott

Date: 3/11/2021

Name:

Date:

BUSINESS/ORGANIZATION

Brenner Parriott

Name: Parriotts Garage Date: 3/11/2021

Title: Owner of

Name:

Title:

Date:

COVID-19 EVENT PLANNING TEMPLATE

In accordance with Governor Herbert's Executive Order, event size can exceed 50 individuals if organizational oversight can be provided that ensures guidelines are followed. Formal organizations are required to complete the following event management template to assist their efforts to plan a safe event. This document must be kept and available for inspection by the local health officer or their designee.

Event Details:			
Event Name:	Parriott's Garage Performance Auto Show (PGP Auto Show)		
Event Location:	3641 S. Highway 191	Moab	84532
	<i>Address</i>	<i>City</i>	<i>Zip</i>
Party Responsible for Organizational Oversight:	1080 Millcreek Dr.	Moab	84532
	<i>Address</i>	<i>City</i>	<i>Zip</i>
	parriottsgarage@outlook.com		4352602811
	<i>Email Address</i>		<i>Phone</i>
Event Dates:	10/16/2021	10/16/2021	
	<i>Start Date</i>	<i>End Date</i>	
Anticipated Number of Attendees:	1000	1000	
	<i>Per Day Total</i>	<i>Grand Total</i>	
Event Type	<input type="checkbox"/> <u>Static</u> : events where the attendees primarily enter, watch and depart <input checked="" type="checkbox"/> <u>Interactive</u> : events where attendees create a traffic flow and interact with each other <input type="checkbox"/> <u>Participant</u> : events where attendees primarily participate in an activity or production <input type="checkbox"/> <u>Community</u> : events with many activities and populations centers and likely a random traffic pattern		

Employees, Volunteers, Players, Performers, Actors, Etc.

Checklist:	<ul style="list-style-type: none"> ■ Symptom checking symptoms checked (checklist or verbal), including temperature checks when feasible ■ Face coverings are worn in settings where other social distancing measures are difficult to maintain ■ Ensure that face coverings are available 	<ul style="list-style-type: none"> ■ Provide accommodations to high-risk employees & volunteers; minimize face-to-face contact, assign tasks that allow these individuals to maintain a 6-foot distance from other employees or customer ■ Comply with distancing and hygiene guidelines
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Tracking Attendance:

Must have the ability to track attendance, please describe your plan to track attendance to support contract tracing.

All vehicle and Vendor entires will be tracked through an online portal to sign all waivers, covid responses, and agreements. When they arrive they will be checked off a predetermined list and given a bracelet and car tag. All spectators that enter will sign a covid release form, and wear a bracelet upon entry. We will track spectators via covid entires and bracelets used.

Social Distancing

A 6-foot distance must be maintained between household groups at all times including while seated, limiting the number of people in a confined area to enable adequate distancing at all times, and congregating at any point is not allowed. Please describe your plan to maintain appropriate social distancing throughout the event.

Area mapping and Signage will be our best supporter here.

- An initial spectator/participant waiver will be signed warning distance rules and mask rules before entry.
- There will be directional walk ways between cars to avoid cross paths, and sufficient walk space between bystanders looking and cars and those walking past.
- Signs will be allocated at every walkway and stopping points for distance warnings.
- The vehicles when parked will be distanced accordingly.

When 6ft compliance is not followed even after warning, individual will be removed from event.

Procedure for enforcing the current mask mandate. A mask must be worn when a safe 6' social distancing can not be maintained at all times.

High-Risk Attendees

Set an established window time for high-risk groups to come in without pressure from crowds and/or separate entrances and queues, please describe your plan to accommodate high-risk attendees.

High risk attendees will be welcome to enter the event 1 hour before spectator entry. High Risk attendees will also be notified of all emergency exits available along with locations for access to medical staff

Signage

Maintain signage to remind and help individuals stand or sit at least 6 feet apart, please describe your plan to maintain signage including the number of anticipated signs as well as locations.

The first signage point will be at every entry in large format. Another point of signage will be the written signature agreeing to covid regulations before entering the facility. Signs will be added at every walkway entrance, mid , and exit. Signs will be at all vendor locations and bathrooms. We are estimating 50 plus locations that signage will be applied. There will not be much sitting arrangements, there will be around eating areas, although, signs will be posted in a regular fashion around any food areas.

Signs will have wording such as:

- Proper wearing of mask (needs to cover nose and mouth) or a face shield.
- Procedure for enforcing the current mask mandate. A mask must be worn when a safe 6' social distancing can not be maintained at all times.

Payment Options

Encourage contactless payment; disinfect between transactions at facility stores/gift shops and comply with other retail recommendations, please describe your plan for payment.

The main concern here will be walk in spectators. When spectators arrive they will be advised to use PayPal, Venmo, or online format to enter event, you will be required to sanitize if cash and physical release form is the only option. You will be required to sanitize for entry into event as well. Our event car entry customers and vendors will pay online through card functions. All vendors will be requested to offer card and Venmo transactions. If any cash transactions take place, we are requiring those involved in transaction to sanitize. When using card functions throughout event, it will be necessary for vendors to offer a disinfected processor to directly use without the physical transfer of cards hand to hand. Every time a processor is used it will be disinfected.

Food Vendors

- will not have the same person handling payment transactions as the food prep or distribution.
- NO self serving of any kind. Single use condiment only (hand given with order, not out on display) or Condiments applied by food vendors.
- Food Vendors will have properly worn masks on at all times.

Hygiene & Sanitization

Dedicated staff for sanitizing high-touch areas, please describe your plan to provide hygiene and regular sanitization throughout the event.

Normal Hand Sanitizer locations will be provided at all entrances and exits along with disinfectant sprays. Sanitizing stations will be provided at entrances of walkways between cars and vendors. All vendor locations will also offer hand sanitizer stations and disinfectant sprays. Furthermore, all employees and or volunteers will be required to carry hand sanitizer at all times, employees will also be required to follow hygiene guidelines as stated: any employee who comes into contact with another person physically or within 6 feet will be required to sanitize on spot, we will also require sanitization before integrating with any customers/spectators.

- Proper wearing of mask (needs to cover nose and mouth) or a face shield

Concessions

Checklist:

- Serving and seating protocols consistent with [restaurant guidance](#)
- Any concessions/restaurant seating is compliant with [restaurant dine-in guidance](#)
- Encourage contactless payment
- To the extent reasonable, serve grab-and-go food items
- Maintain 6-foot distancing for all lines

Additional Safeguards

Please share any additional planned safeguards or measures being enacted at the event.

Additional Safe guards include

- Signed agreements to follow covid guidelines from all Attendees, Vendors, Spectators, and Staff,
- Temperature checks for all persons entering event no matter circumstance.
- Multiple sanitizing stations across event.
- Staff glove use upon any interaction with spectators/customers.
- Even re entries will be required to temperature check before entering.
- Volunteer Covid guides will be enacted to control the crowds. Planning on a minimum of 10 covid advisors to observe and report and suspicious or infringing actions.
- Free Masks will be provided at entrances to accommodate those without.
- On the spot medical services for any emergency needs.
- Security for any persons needing removed from facility.
- OSTA COVID Event Coordinator will be present during the event.
- OSTA Staff will be maintaining cleaning procedures during the event.
- COVID Template and COVID Protocols will be posted on the event webpage.

Signature

Please provide the signature of the organizational representative that will be responsible for ensuring event oversight.

Brenner Parriott

Event Coordinator / Owner

Printed Name

Title



2/12/2021

Signature

Date

GRAND COUNTY EMS SSD
520 EAST 100 NORTH
MOAB, UT 84532
435-259-1301



COMMERCIAL EVENT AGREEMENT

COMPANY INFORMATION

Company name: Parriotts Garage Performance Auto Show

Billing Address: 1080 Millcreek Dr. Moab, UT 84532

Telephone number: 435-260-1301

Contact: Brenner Parriott

Contact Phone Number: 435-260-2811

Contact E-Mail Address: parriottsgarage@gmail.com

Preferred Payment Method (circle one): Credit Card (through Paypal) Check Cash

Event Description and Location: Car show located at OSTA Soccer Fields, event included car entries and spectators.

Event Date/s and Times for Services: October 16th 2021 9am to 9pm

SERVICES REQUESTED

<u>QUANTITY</u>	<u>SERVICE</u>	<u>PRICE EACH</u>
<input type="checkbox"/>	ALS Ambulance with two EMTs	\$125.00
<input type="checkbox"/>	Quick Response Vehicle	70.00
<input type="checkbox"/>	Motorcycle	60.00
<input type="checkbox"/>	Bicycle	50.00
<input type="checkbox"/>	Single Paramedic	45.00
<input type="checkbox"/>	Single Advanced EMT	40.00
<input checked="" type="checkbox"/>	Single Basic EMT	35.00
<input type="checkbox"/>	Supervisor (IC)	70.00

Hours are calculated from the time the unit leaves the station to the time the unit returns and is in service. If a patient requires transport from a stand-by event, they will be billed at the regular ambulance transport fee rate (see GCEMS Fee Schedule). A supervisor is required on any event with more than 3 EMS resources. Cancellation fees apply to any event canceled with less than 24-hour notice. Deposit of 3 hours for each service requested is to be submitted with agreement. Remaining payment is due upon receipt of invoice.

Brenner Parriott
Commercial Event Representative

3/10/2021
Date

Grand County Emergency Medical Services Special Service District
Fee Schedule
Adopted 10/14/2019

EMS Response and Transport Fees

Grand County Emergency Medical Services SSD will charge at the allowable state mandated rates. Pursuant to Utah Code Annotated Title 26-81-403 and Administrative Rule R426-8-2 the allowable ambulance rates beginning July 1, 2018 are as follows:

Base Rates:

Ground Ambulance	\$	772.00
Advanced EMT Ground Ambulance	\$	1,018.00
Paramedic Ground Ambulance	\$	1,490.00

Mileage Rates:

The standard mileage rate is \$31.65 per mile or a fraction thereof. In all cases, mileage shall be computed from the point of pick-up to the point of patient delivery.

Fuel fluctuation rate changes may be granted when diesel fuel exceeds 5.10 per gallon or when gasoline exceeds 4.25 per gallon as invoiced; a surcharge of 0.25 per mile traveled may be assessed.

An off-road rate may be charged when an ambulance is required to travel for ten miles or more on unpaved roads. A surcharge of 1.50 per mile may be assessed.

Supplies and Medications:

A licensed ambulance provider may charge for supplies and for providing supplies, medications, and administering medications used on any response if (1) supplies and medication are priced fairly and competitively, (2) the individual does not refuse service, and (3) the licensed personnel for the licensed ambulance provider assess or treat the individual.

Special Provisions:

Waiting time – a licensed ambulance provider shall allow 15 minutes of time at no charge to the patient at both pick-up and delivery. Once 15 minutes have elapsed, a licensed ambulance provider may charge \$22.05 per quarter hour or fraction thereof. On round trips, a licensed ambulance provider shall allow 30 minutes at no charge from the time the ambulance reaches the point of delivery until starting the return trip. Once 30 minutes have elapsed, the licensed ambulance provider may charge \$22.05 per quarter hour or fraction thereof.

EMS Stand-by Fees

	Hourly rate	Minimum hours
Ambulance	\$ 125.00	3
Quick Response Vehicle	\$ 70.00	3
Motorcycle	\$ 60.00	3
Bicycle	\$ 50.00	3
Single Paramedic	\$ 45.00	3
Single Advanced EMT	\$ 40.00	3
Single Basic EMT	\$ 35.00	3
Supervisor (IC)	\$ 70.00	3

Hours are calculated from the time the unit leaves the station to the time the unit returns and is in service. Lunch breaks, or other pauses in service less than four hours will be charged at the standard stand-by rate. Ambulances include 2 providers with at least one provider being ALS (advanced life support). If a patient requires transport from a stand-by event, they will be billed at the regular ambulance transport fee rate. A supervisor will be required on any event with more than 3 EMS resources. Cancellation fees apply to any event canceled with less than 24 hour notice. Overnight services will be subject to a surcharge.

Education Fees

AHA Course and Training center fees

ACLS course	\$ 200.00	Classes include course material and certification card. Classes taught offsite will also be subject to a site fee based on distance and travel time.
ACLS update course	\$ 160.00	
BLS course	\$ 50.00	
Heartsaver CPR/AED	\$ 50.00	
Heartsaver First Aid	\$ 50.00	
Skills test for all levels	\$ 37.00	

Fees for Training Sites

ACLS cards	\$ 7.00	Fees include the training center verifying records and issuing the training site instructor e-cards for their distribution
BLS cards	\$ 5.00	
Heartsaver CPR&AED cards	\$ 19.00	
Heartsaver CPR/AED & FA cards	\$ 19.00	

**Parriott's Garage
Performance Auto Show
Emergency Action Plan**

EMERGENCY ACTION PLAN

For PGP Auto Show

Facility Name: Old Spanish Trail Arena

Facility Address: 3641 S. Highway 191 Moab, UT 84532

DATE PREPARED: 02 / 25 / 2021

Edited: 3/10/2021

EMERGENCY PERSONNEL NAMES AND PHONE NUMBERS

DESIGNATED RESPONSIBLE OFFICIAL EMERGENCY COORDINATOR:

Name: Brenner Parriott Phone: (435-260-2811)

SECONDARY RESPONSIBLE OFFICIAL

Name: Bryson Parriott Phone: (435-260-9058)

AREA MONITORS:

Area: Soccer Field Name: Michael McCurdy Phone: (435-705-4480)

Area: Soccer Field Name: Deborah Brown Phone: (775-980-9819)

Area: Entrance & Exit Name: Melissa Parriott Phone: (435-260-1831)

Area: Entrance & Exit Name: Jason Parriott Phone: (435-260-8003)

EVACUATION ROUTES

- Evacuation route maps have been shared with site map in application.
The following information is marked on evacuation maps:

1. Emergency exits
2. Primary and secondary evacuation routes

- Site personnel should know all evacuation routes.

Primary evacuation route is North Dirt Road Facing the town of Moab.

-This road leads to a large dirt parking area or into Arena depending on emergency type.

Secondary Evacuation route is South Dirt road access to Rim Village housing.

-This is an emergency exit if the North route is compromised.

Tertiary Evacuation Route is East Dirt Road between Arena and Pavilion

-This is used if both North and South Routes are compromised.

EMERGENCY PHONE NUMBERS

FIRE DEPARTMENT: 435-259-5557

PARAMEDICS: 911

AMBULANCE: 911

SHERIFF: 435-259-8115

LOCATION MANAGER: Angie 707-980-3082

UTILITY COMPANY EMERGENCY CONTACTS

ELECTRIC: 1877-508-5088

WATER: 435-259-7485

GAS (if applicable): 1 -800-323-5517

EMERGENCY REPORTING AND EVACUATION PROCEDURES

Types of emergencies to be reported by site personnel are:

MEDICAL
FIRE
SEVERE WEATHER
BOMB THREAT
CHEMICAL SPILL
STRUCTURE CLIMBING/DESCENDING
EXTENDED POWER LOSS
TERRORIST ATTACK
SHOOTING

MEDICAL EMERGENCY

- Call medical emergency phone number (check applicable):

Paramedics
Ambulance
Fire Department

Provide the following information:

- a. Nature of medical emergency,
 - b. Location of the emergency (address, building, room number),
and
 - c. Your name and phone number from which you are calling.
- Do not move victims unless absolutely necessary.
 - Call the following personnel trained in CPR and First Aid to provide the required assistance prior to the arrival of the professional medical help:
 - If personnel trained in First Aid are not available, as a minimum, attempt to provide the following assistance:
 1. Stop the bleeding with firm pressure on the wounds (note: avoid contact with blood or other bodily fluids).
 2. Clear the air passages using the Heimlich Maneuver in case of choking.
 - In case of rendering assistance to personnel exposed to hazardous materials, consult the Material Safety Data Sheet (MSDS) and wear the appropriate personal protective equipment. Attempt first aid ONLY if trained and qualified.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

APRIL 6, 2021

Agenda Item: L

TITLE:	Resolution stating Grand County's opposition to US-191 Bypass alignments and requesting that UDOT remove the project from UDOT 2021 Southeastern Utah Regional Transportation Plan project list.
FISCAL IMPACT:	None
PRESENTER(S):	Sarah Stock and Kevin Walker

Prepared By:

SUGGESTED MOTION:

I move to approve the resolution stating Grand County's opposition to US-191 Bypass alignments and requesting that UDOT remove the project from UDOT 2021 Southeastern Utah Regional Transportation Plan project list.

BACKGROUND:

In 2018 state funding became available for recreational communities to study and implement congestion mitigation, locally known as Arches Hotspot Funding. One of the items that was studied was the option of a bypass via UDOT consultants Fehr & Peers '2018 "UDOT Main Street (US-191) Moab Bypass Planning Study" (the Study). This Study identified 11 bypass alternatives, narrowed those 11 down to two alignment options labeled Alternatives "1A" and "1D," both of which would have significant negative impacts to westside City neighborhoods. Since then, residents who would be most impacted by these alignments and others overwhelmingly expressed opposition to these routes to elected officials.

Recently, UDOT, the City of Moab, Grand and San Juan Counties, and SITLA have funded a Southeastern Utah Regional Transportation Plan (RTP) (also referred to as the Moab & Spanish Valley RTP) to document short, medium, and long range projects for inclusion in UDOT's long range transportation funding plans. UDOT is the lead agency on the project, with Fehr & Peers as their consultant. The RTP is currently in near final form. During the plan drafting process many potential projects were identified, including a "Moab bypass" with references to the preferred alignments from the 2018 Study mentioned above. Several participants in the planning process, including City and County elected officials, expressed that the bypass alternatives favored by the 2018 Study, and raised in the RTP process, were not acceptable. UDOT and its consultants have previously stated that if the community did not want the bypass on the RTP project list, it would not be on that list. UDOT also stated that even if a project is not on the RTP project list, it could be added at any time. It should also be noted that in the latest draft RTP it states: "the recommendation of this plan is to include the notion of a bypass in this plan without a specific alignment or timeframe. This makes no commitment for any agency to take action on it but leaves the decision to take a more comprehensive analysis open as an option **that UDOT leadership** and/or local elected bodies **can initiate.**" In other words, as long as the bypass remains in the RTP, it can be initiated with or without the support of local elected bodies.

FOR OFFICE USE ONLY:

Attorney Review:

This resolution makes clear to UDOT that Grand County opposes including the bypass as identified in the RTP, and wants to see resources and planning put towards other solutions to the downtown traffic and noise problem.

ATTACHMENT(S):

-Resolution

RESOLUTION _____ (2021)

**RESOLUTION STATING GRAND COUNTY'S OPPOSITION TO US-191
BYPASS ALIGNMENTS AND REQUESTING THAT UDOT REMOVE THE
PROJECT FROM UDOT 2021 SOUTHEASTERN UTAH REGIONAL
TRANSPORTATION PLAN PROJECT LIST**

WHEREAS, many Grand County residents dislike the noise caused by high traffic volumes in downtown Moab; and

WHEREAS, several studies of possible Highway 191 bypass routes around downtown Moab have been studied over the past 20 or more years; and

WHEREAS, all of the practical and cost-efficient routes place the bypass close to large numbers of homes; and

WHEREAS, the noise impacts from a nearby busy highway would significantly detract from the quality of life for affected residents; and

WHEREAS, numerous studies have demonstrated the relationship of noise to adverse health impacts, including anxiety, depression, high blood pressure, heart disease, and stroke; and

WHEREAS, the Fehr & Peers' 2018 Main Street (US-191) Moab Bypass Study, commissioned by UDOT, reported that modeling projected that less than 30% of Highway 191 peak hour traffic is likely to use a bypass, and this modest reduction in traffic is unlikely to significantly improve the sound environment of downtown Moab; and

WHEREAS, the Bypass Study also reports that a bypass would likely reduce north-south travel times by only 2-5 minutes; and

WHEREAS, despite all of the above, the draft Moab & Spanish Valley 2050 Regional Transportation Plan (RTP) lists a bypass as a recommended project for the medium term; and

WHEREAS, there has been, to date, little study of alternative ways of creating quieter, pedestrian-friendly commercial areas in Moab.

NOW THEREFORE, be it resolved that:

- The Grand County Commission requests that the Moab bypass be removed from the recommended project list in the RTP and UDOT's Statewide Rural Long-Range Transportation Plan.
- The Commission opposes bypass routes 1A and 1D as identified in Fehr & Peers' 2018 Study, and opposes the inclusion of a bypass in the UDOT 2021 Southeastern Utah Regional Transportation Plan project list or UDOT's Statewide Rural Long-Range Transportation Plan.
- The Commission intends to collaborate with the City of Moab in studying possible downtown projects to create pedestrian-friendly commercial areas in Moab, including the utilization of areas behind existing Main Street shops.

- The Commission supports planning which emphasizes reductions in peak traffic levels, including transit, shuttles, and alternative modes of transportation, and demand smoothing including education, congestion pricing, and event timing.

APPROVED by the Grand County Commission in open session this 6th day of April, 2021 by the following vote:

AYE:

NAY:

ABSTAIN :

ABSENT:

ATTEST:

APPROVE:

Quinn Hall
Grand County Clerk/Auditor

Mary McGann
Grand County Commission Chair

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

APRIL 6, 2021

Agenda Item: M

TITLE:	Travel Council Research, Site Impact, and Ecosystem Tourism Data
FISCAL IMPACT:	The estimated financial impact to the Moab Area Travel Council \$62,750
PRESENTER(S):	Elaine Gizler, Executive Director, Economic Development and Tourism

Prepared By:

Elaine Gizler
Executive Director
Economic Development
and Tourism
84 No. 100 E. Moab
Utah, 84532
435 259 1370
director@discovermo
ab.com

FOR OFFICE USE ONLY:

Attorney Review:

For office use only

RECOMMENDATION:

I move to approve the proposed contracts with Qualtrics, Love Communications, and Adara by the Chair

BACKGROUND:

Love Communications will direct Qualtrics to create a robust data-driven persona. It will include Respondent, Recruitment, and Research survey to survey over 3000 targeted individuals; the cost will consist of the research analytics and persona creation hours. Also included in this project will be Adara to conduct Site Impact provide EcosystemData. This survey will provide us with a robust data set of contemporarily relevant survey questions to execute a clustering algorithm that isolates the survey respondents into data-driven audience segments.

ATTACHMENT(S):

See the Adara and Qualtrics proposals



Audience Segmentation Proposal

Client: Discover Moab

Date: March 9th, 2021

Project Overview

Love Communications will craft and execute an audience segmentation project that will deliver to Discover Moab an array of robust, data-driven personas that are curated with the new economic development driven goals in mind that are now a priority for the office. More tangibly, these will not just be run-of-the-mill personas, but those unearthed with a distinct focus on understanding how they impact the county in the coming years. This begins and ends with a survey delivered to a representative sample of 3,000 individuals who have visited a national park in Arizona, Utah, Colorado, or Wyoming. The survey itself will include basic questions such as demographics (where they live, gender, age, income, et cetera), behavioral measurements (what hobbies/activities they enjoy, what media they consume, et cetera), and travel-specific inquiries (travel-planning window, how often they vacation, what they do on vacations, how much they spend, et cetera). However, a large chunk of the survey will be focused on asking these individuals questions surrounding sustainable travel and their perceptions around it. As such, the final deliverables can include data on which audience segments are spending the most, staying the longest, and most importantly, partaking in environmentally favorable practices while traveling.

This survey will provide Love with a robust dataset of contemporarily relevant survey questions to execute a clustering algorithm that isolates the survey respondents into data-driven audience segments. This is done by using mathematics to create "buckets" of individuals that share similar response patterns across the entire survey. The result of this is a number of audience segments (and potentially sub-segments) that are later turned into audience personas. These studies most frequently result in roughly three and seven personas in total, but it can vary from project to project. Love will then manually go through each question and undergo what is called "audience typing," where we determine which survey questions were most influential in the segmentation procedure to begin outlining the key differentiators of

each one. At this point, these segments are parsed through and changed from nothing more than charts and numbers into living, breathing personas. This involves creating empathy maps, names, and more personal qualities to each audience segment for further use in marketing, strategy, content creation, and anything else potentially touched by audience-based intelligence.

Services & Deliverables

The project will be conducted in five proposed phases, as detailed below:

Phase 1: Survey Creation (Timeframe: 1 to 2 weeks)

Love Communications will work in conjunction with Discover Moab to curate the survey and ensure that questions are being asked in a way that procure the best possible insights for each of our core audiences devised from the algorithm. This usually begins with a kick-off brainstorm session between the two teams to discuss what pieces of information would be most desirable to have for each persona that is created. The Love team will then create a draft of the survey to send to the Discover Moab team for edits. This process continues until the survey itself is approved. The team of market research professionals at Love will ensure that each question is up to academic standards of quality and avoids common pitfalls in survey research such as question biasing through leading/improper wording, logical flow issues that can impact data integrity, and more.

Phase 2: Response Collection (Timeframe: 2 to 3 weeks)

The second phase of the project involves recruiting individuals to take the survey, for which we use a trusted partner named Qualtrics. Each response is collected over the internet in accordance with our recruitment parameters (those who have taken a trip to a national park in Utah, Colorado, Arizona, or Wyoming). The surveys are distributed over the internet, wherein respondents are paid to take the survey as organized by Qualtrics. Fraud, bot traffic, and low-quality responses are top-of-mind when it comes to internet-based survey research, and as such, Love works with Qualtrics to place strict safety measures and validation on every response that is collected. The data is analyzed by hand every 24 hours to look for low-quality response patterns (such as straight-lining or pattern-based responses). Any responses that fall

below academic standards are refunded free of charge, and a new respondent is recruited to meet our collection quotas. Additionally, we ensure that the final pool of respondents is census-reflective, meaning to say that the spread of demographics in the sample (gender, age, education, et cetera) look like the average U.S. citizen, thereby ensuring our results are not skewed by oversampling from specific populations.

Phase 3: Audience Segmentation & Typing (Timeframe: 2 weeks)

With the data collected, a final cleaning process takes place to remove outliers and ensure it is ready to be ingested by the clustering algorithm. This is done via several methods (namely a connectivity-based clustering model as well as a centroid-based model) to determine which is producing the most distinguishable clusters that can be turned into unique personas later on. This is executed by Love's analytics and research team, with all relevant code able to be delivered to Discover Moab upon request. This algorithm then assigns each respondent to a definable segment that leads into the audience typing process.

While the algorithms can *segment* these audiences for us, they aren't great at telling us *why* something was segmented in a certain way, which is where audience typing comes into play. The Love team will comb through each question in the survey and see how each segment responded. Similarly, each segment is viewed individually across questions to begin understanding the "make-up" of each segment at a more real-world level. All of the insights and data points drawn from this process are catalogued and used as the basis for persona creation.

Phase 4: Persona Creation (Timeframe: 1 to 2 weeks)

Using the data points derived from the audience segmentation & typing phase, Love then begins creating tangible personas that come with a name, bio, and fully fleshed out "empathy map" that details how they feel about specific topics and conversations amongst our survey question set. This turns the final product into something that is more tangible and isn't simply a list of data points defining a segment; rather, it puts a name, face, and feeling to each audience that was unearthed during this process. However, data is still at the heart of each of these personas, and the things that make each of them unique can be directly tied back to takeaways from the survey and segmentation process.

Phase 5: Presentation & Delivery of Materials (Timeframe: End of Project)

At the conclusion of the project, Love Communications will put together an array of deliverables for the Discover Moab team. The first of which is a presentation of results that walks through each project phase and key insights that were unveiled each step of the way. This includes, but is not limited to, broad survey trends, algorithm results, data points by audiences, final personas, and delivery of the empathy maps. In addition to this, profiles on each persona will be delivered that serve as “one-sheets” of their core demographics, beliefs, attitudes, and differentiators at both a data-driven and creative execution level. Lastly, any and all raw data files can be provided as requested.

Timeframe

Because each of the above phases have varying timelines, the overall project can fluctuate in terms of an overall timeframe. Below is a quick breakdown of each phase, where they overlap, and how they combine for the full 6-to-8-week projected timeline for project completion.

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
Phase 1: Survey Creation								
Phase 2: Response Collection								
Phase 3: Audience Segmentation & Typing								
Phase 4: Persona Creation								
Phase 5: Presentation & Delivery of Materials								

Cost Breakdown

Cost is broken down below, with a final project cost of \$27,750 for full execution as detailed in the above sections.

Parameter	Description	Cost
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Respondent Recruitment (Hard Cost)	In order to collect the 3,000 responses needed to complete the project, a hard cost of \$21,000 is needed. This is a direct pass-through from Qualtrics, who prices their respondent paneling & collection on a cost per respondent basis.	\$21,000
Research & Analytics Hours	This cost encompasses the hours of the research and analytics team to oversee survey creation, manage distribution and collection of responses (including quality checks), conduct the audience segmentation and typing tests, and assist in delivery of materials at the end of the project.	\$3,750
Persona Creation Hours	This cost encompasses the hours of the creative team to assist in survey creation, curate the personas, craft the empathy maps, and assist in delivery of materials at the end of the project.	\$3,000
TOTAL	-	\$27,750

For further questions, please reach out to Adam Whalen (awhalen@lovecomm.net) for more information.



ADARA, Inc.
2625 Middlefield Road #827
Palo Alto, CA 94306
United States

Order Form for: Love Communications, LLC
Offer Valid Through: 3/30/2021
Proposed by: Mark Gokingco

Order Form

Address Information

Bill To:
546 South 200 West
Salt Lake City, Utah 84101
United States

Ship To:
546 South 200 West
Salt Lake City, Utah 84101
United States

Billing Company Name: Love Communications, LLC
Billing Contact Name: Scott Billing
Billing Email Address: scott@lovecomm.net

Billing Phone: 801-519-8880

Terms and Conditions

Contract Start Date: 4/1/2021
Contract End Date: 3/31/2022
Billing Frequency: Prepaid

Payment Method: ACH
Payment Terms: Net 30
Billing Method: Email

Services

Services to be used with End Client: Moab Area Travel Council

Services	Order Term (Months)	Price	Quantity	Total Price
Site Impact & Ecosystem data	12	USD \$35,000	1	USD \$35,000
Total:				USD \$35,000

In exchange for the prices listed herein, Adara will provide you access to the Services. Adara will invoice you upon execution of this Order Form.

Prices shown above are exclusive of any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form? (Customer to complete)

☐ No

☐ Yes - Please complete below

PO Number: _____

Terms

This Order Form is between Adara, Inc. and the entity specified below ("Customer"). It consists of the terms and conditions contained herein, as well as the Master Terms & Conditions which can be found at <https://adara.com/adara-master-terms-and-conditions> (the "Terms of Service"). If there is a discrepancy between this Order Form and the Terms of Service, this Order Form shall control.

Unless otherwise specified, payment for all Services purchased herein will be invoiced upon signature of this Order Form. All Services purchased herein expire upon the Contract End Date. Professional Services are provided strictly on a time and materials basis, and all travel, lodging and other expenses are not included. Unless otherwise specified, all unused Professional Services will expire upon the Contract End Date. No credit for unused Services will be issued. Subscriptions are non-cancelable before their Contract End Date.

Signature Block

By his or her signature below, the individual signing this Order Form on behalf of the Customer represents that they are duly authorized to sign on behalf of the Customer and bind the Customer to this Order Form.

Customer: Love Communications, LLC

By: _____

Name: _____

Title: _____

Authority Level: _____

Date: _____

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

APRIL 6TH, 2021

Agenda Item: N

TITLE:	Approving suspension of Initial Grade and Step Assignment policy to increase negotiation power within Grade 18 for the Planning and Zoning Director
FISCAL IMPACT:	
PRESENTER(S):	Renee Baker, Personnel Services Director and Commissioner Walker

Prepared By:

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

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve suspending the Initial Grade and Step Assignment Policy to increase negotiation power within Grade 18 for the Planning and Zoning Director.

BACKGROUND:

Resolution 3159, Grand County Employee Handbook: Section VII- Compensation- All Employees- Initial Grade and Step Assignment, requires that any initial grade and step placement is capped at a Step 6. By suspending the policy, the County will have negotiation power across the entire range of the Grade 18 for hiring in the Planning and Zoning Director. *The proposed action does not modify the previously approved grade for the Director.*

ATTACHMENT(S):

-Resolution 3159: Grand County Employee Handbook: Section VII- Compensation- All Employees- Initial Grade and Step Assignment.
- 2021 Approved: Grade and Step Chart (Hourly + Annual Wage)

RESOLUTION NO. 3159

A RESOLUTION AMENDING RESOLUTION No. 2840 (2008)

GRAND COUNTY EMPLOYEE HANDBOOK: SECTION VII – COMPENSATION – ALL EMPLOYEES – INITIAL GRADE AND STEP ASSIGNMENT

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

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

WHEREAS, Exhibit A, incorporated herein, more fully describes the new “Initial Grade and Step Assignment Policy” established in order to align the step assignment process for hiring external recruits with the current process for hiring internal recruits; and

WHEREAS, the policy established herein is to be effective January 1, 2019, and is to be included in the next County Council-approved version of the Employee Handbook (last adopted effective January 1, 2014); and

WHEREAS, adoption of this resolution is not intended to replace or repeal Resolution No. 3087 (2016) that Re-established a Grade and Step Assignments Policy for Entry Level Law Enforcement Positions (currently Grade 13: Deputy Sheriff I, Corrections Deputy I, and Drug Court Tracker). Such resolution provides starting wage rates for Grand County entry level law enforcement officers at one step for every two years of directly related prior experience, up to a maximum of five steps (ten years of directly related experience), until such Resolution No. 3087 (2016) is officially repealed.

NOW THEREFORE, be it resolved by the Grand County Council to amend and enact policies pertaining to the compensation for all employees. The proposed amendments are contained in Exhibit A, which is attached to and made a part of this resolution. The amendment text is contained in Exhibit B as a redlined version with insertions and deletions as signified respectively by underlines or strikethroughs.

APPROVED this 7th day of November 2018, by the following vote:

Those voting aye: Clapper, Halliday, Hawks, McGann, Morse, Wells

Those voting nay: _____

Those absent: Paxman

ATTEST:



Diana Carroll
Grand County Clerk


Mary McGann
Grand County Council Chairman

EXHIBIT A

SECTION VII – COMPENSATION-ALL EMPLOYEES

Amended: 10/16/2018 Resolution #: ____ amending Resolution#:2840 (2008)

B. Initial Grade and Step Assignment

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

- If an employee cannot be recruited for the position at the beginning step, or
- If the employee exceeds the minimum qualifications and is expected to perform at a level equal to that of other individuals paid at a higher step.
- Has previous related experience. Employees hired with four (4) years or more of service with other employers directly relevant to the job position generally will receive a one (1) step increase for each unit of four (4) years of directly related prior experience, up to a maximum of five (5) steps (twenty (20) years of directly related experience), (Resolution #: ____).
- ~~Or if an existing employee, to consider every four (4) years of service will generally receive a one (1) step increase (Resolution #2916).~~
- The starting wage rates for entry level law enforcement officers (currently Grade 13: Deputy Sheriff I, Corrections Deputy I, and Drug Court Tracker) will be provided at one (1) step for every two (2) years of directly related prior experience, up to a maximum of five (5) steps (ten (10) years of directly related experience), until such time that Resolution #3087 (2016) is officially repealed. (Resolution #3087 (2016)).

EXHIBIT B

SECTION VII – COMPENSATION-ALL EMPLOYEES

Amended: 10/16/2018 Resolution #: _____ amending 08/05/2008 Resolution#:2840 (2008)

B. Initial Grade and Step Assignment

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

- If an employee cannot be recruited for the position at the beginning step, or
- If the employee exceeds the minimum qualifications and is expected to perform at a level equal to that of other individuals paid at a higher step.
- Has previous related experience. Employees hired with eight-four (84) years or more of service with other employers directly relevant to the job position generally will receive a one (1) step increase for each unit of eight-four (84) years of directly related prior experience, up to a maximum of five (5) steps (twenty (20) years of directly related experience). (Resolution #2916: _____).
- Or if an existing employee, to consider every four (4) years of service will generally receive a one (1) step increase (Resolution #2916).
- The starting wage rates for entry level law enforcement officers (currently Grade 13: Deputy Sheriff I, Corrections Officer Deputy I, and Deputy Sheriff Drug Court Tracker) will be provided at one (1) step for every two (2) years of directly related prior experience, up to a maximum of five (5) steps (ten (10) years of directly related experience), until such time that Resolution #3087 (2016) is officially repealed. (Resolution #3087 (2016)).

Column1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Grade 1	\$ 31,241.60	\$ 32,178.85	\$ 33,144.21	\$ 34,138.54	\$ 35,162.70	\$ 36,217.58	\$ 37,304.10	\$ 38,423.23	\$ 39,575.92	\$ 40,763.20	\$ 41,986.10	\$ 43,245.68	\$ 44,543.05	\$ 45,879.34	\$ 47,255.72
Grade 2	\$ 32,803.68	\$ 33,787.79	\$ 34,801.42	\$ 35,845.47	\$ 36,920.83	\$ 38,028.46	\$ 39,169.31	\$ 40,344.39	\$ 41,554.72	\$ 42,801.36	\$ 44,085.40	\$ 45,407.96	\$ 46,770.20	\$ 48,173.31	\$ 49,618.51
Grade 3	\$ 34,443.86	\$ 35,477.18	\$ 36,541.50	\$ 37,637.74	\$ 38,766.87	\$ 39,929.88	\$ 41,127.77	\$ 42,361.61	\$ 43,632.46	\$ 44,941.43	\$ 46,289.67	\$ 47,678.36	\$ 49,108.71	\$ 50,581.98	\$ 52,099.43
Grade 4	\$ 36,166.06	\$ 37,251.04	\$ 38,368.57	\$ 39,519.63	\$ 40,705.22	\$ 41,926.37	\$ 43,184.16	\$ 44,479.69	\$ 45,814.08	\$ 47,188.50	\$ 48,604.16	\$ 50,062.28	\$ 51,564.15	\$ 53,111.07	\$ 54,704.41
Grade 5	\$ 37,974.36	\$ 39,113.59	\$ 40,287.00	\$ 41,495.61	\$ 42,740.48	\$ 44,022.69	\$ 45,343.37	\$ 46,703.67	\$ 48,104.78	\$ 49,547.93	\$ 51,034.36	\$ 52,565.40	\$ 54,142.36	\$ 55,766.63	\$ 57,439.63
Grade 6	\$ 39,873.08	\$ 41,069.27	\$ 42,301.35	\$ 43,570.39	\$ 44,877.50	\$ 46,223.83	\$ 47,610.54	\$ 49,038.86	\$ 50,510.02	\$ 52,025.32	\$ 53,586.08	\$ 55,193.67	\$ 56,849.48	\$ 58,554.96	\$ 60,311.61
Grade 7	\$ 41,866.73	\$ 43,122.73	\$ 44,416.42	\$ 45,748.91	\$ 47,121.38	\$ 48,535.02	\$ 49,991.07	\$ 51,490.80	\$ 53,035.52	\$ 54,626.59	\$ 56,265.39	\$ 57,953.35	\$ 59,691.95	\$ 61,482.71	\$ 63,327.19
Grade 8	\$ 43,960.07	\$ 45,278.87	\$ 46,637.24	\$ 48,036.35	\$ 49,477.44	\$ 50,961.77	\$ 52,490.62	\$ 54,065.34	\$ 55,687.30	\$ 57,357.92	\$ 59,078.66	\$ 60,851.02	\$ 62,676.55	\$ 64,556.84	\$ 66,493.55
Grade 9	\$ 46,158.07	\$ 47,542.81	\$ 48,969.10	\$ 50,438.17	\$ 51,951.32	\$ 53,509.86	\$ 55,115.15	\$ 56,768.61	\$ 58,471.66	\$ 60,225.81	\$ 62,032.59	\$ 63,893.57	\$ 65,810.37	\$ 67,784.68	\$ 69,818.23
Grade 10	\$ 48,465.98	\$ 49,919.95	\$ 51,417.55	\$ 52,960.08	\$ 54,548.88	\$ 56,185.35	\$ 57,870.91	\$ 59,607.04	\$ 61,395.25	\$ 63,237.11	\$ 65,134.22	\$ 67,088.24	\$ 69,100.89	\$ 71,173.92	\$ 73,309.14
Grade 11	\$ 50,889.27	\$ 52,415.95	\$ 53,988.43	\$ 55,608.08	\$ 57,276.33	\$ 58,994.62	\$ 60,764.45	\$ 62,587.39	\$ 64,465.01	\$ 66,398.96	\$ 68,390.93	\$ 70,442.66	\$ 72,555.94	\$ 74,732.62	\$ 76,974.59
Grade 12	\$ 53,433.74	\$ 55,036.75	\$ 56,687.85	\$ 58,388.49	\$ 60,140.14	\$ 61,944.35	\$ 63,802.68	\$ 65,716.76	\$ 67,688.26	\$ 69,718.91	\$ 71,810.48	\$ 73,964.79	\$ 76,183.73	\$ 78,469.25	\$ 80,823.32
Grade 13	\$ 56,105.42	\$ 57,788.59	\$ 59,522.25	\$ 61,307.91	\$ 63,147.15	\$ 65,041.56	\$ 66,992.81	\$ 69,002.60	\$ 71,072.67	\$ 73,204.85	\$ 75,401.00	\$ 77,663.03	\$ 79,992.92	\$ 82,392.71	\$ 84,864.49
Grade 14	\$ 58,910.70	\$ 60,678.02	\$ 62,498.36	\$ 64,373.31	\$ 66,304.51	\$ 68,293.64	\$ 70,342.45	\$ 72,452.73	\$ 74,626.31	\$ 76,865.10	\$ 79,171.05	\$ 81,546.18	\$ 83,992.57	\$ 86,512.34	\$ 89,107.71
Grade 15	\$ 61,856.23	\$ 63,711.92	\$ 65,623.28	\$ 67,591.97	\$ 69,619.73	\$ 71,708.32	\$ 73,859.57	\$ 76,075.36	\$ 78,357.62	\$ 80,708.35	\$ 83,129.60	\$ 85,623.49	\$ 88,192.19	\$ 90,837.96	\$ 93,563.10
Grade 16	\$ 64,949.04	\$ 66,897.51	\$ 68,904.44	\$ 70,971.57	\$ 73,100.72	\$ 75,293.74	\$ 77,552.55	\$ 79,879.13	\$ 82,275.50	\$ 84,743.77	\$ 87,286.08	\$ 89,904.66	\$ 92,601.80	\$ 95,379.86	\$ 98,241.25
Grade 17	\$ 68,196.49	\$ 70,242.39	\$ 72,349.66	\$ 74,520.15	\$ 76,755.76	\$ 79,058.43	\$ 81,430.18	\$ 83,873.09	\$ 86,389.28	\$ 88,980.96	\$ 91,650.39	\$ 94,399.90	\$ 97,231.89	\$ 100,148.85	\$ 103,153.32
Grade 18	\$ 71,606.32	\$ 73,754.51	\$ 75,967.14	\$ 78,246.16	\$ 80,593.54	\$ 83,011.35	\$ 85,501.69	\$ 88,066.74	\$ 90,708.74	\$ 93,430.01	\$ 96,232.91	\$ 99,119.89	\$ 102,093.49	\$ 105,156.29	\$ 108,310.98
Grade 19	\$ 75,186.64	\$ 77,442.23	\$ 79,765.50	\$ 82,158.47	\$ 84,623.22	\$ 87,161.92	\$ 89,776.77	\$ 92,470.08	\$ 95,244.18	\$ 98,101.51	\$ 101,044.55	\$ 104,075.89	\$ 107,198.16	\$ 110,414.11	\$ 113,726.53
Grade 20	\$ 78,945.97	\$ 81,314.35	\$ 83,753.78	\$ 86,266.39	\$ 88,854.38	\$ 91,520.01	\$ 94,265.61	\$ 97,093.58	\$ 100,006.39	\$ 103,006.58	\$ 106,096.78	\$ 109,279.68	\$ 112,558.07	\$ 115,934.81	\$ 119,412.86
Grade 21	\$ 82,893.27	\$ 85,380.06	\$ 87,941.47	\$ 90,579.71	\$ 93,297.10	\$ 96,096.01	\$ 98,978.89	\$ 101,948.26	\$ 105,006.71	\$ 108,156.91	\$ 111,401.62	\$ 114,743.67	\$ 118,185.98	\$ 121,731.56	\$ 125,383.50
Grade 22	\$ 87,037.93	\$ 89,649.07	\$ 92,338.54	\$ 95,108.69	\$ 97,961.96	\$ 100,900.81	\$ 103,927.84	\$ 107,045.67	\$ 110,257.04	\$ 113,564.76	\$ 116,971.70	\$ 120,480.85	\$ 124,095.27	\$ 127,818.13	\$ 131,652.68
Grade 23	\$ 91,389.83	\$ 94,131.52	\$ 96,955.47	\$ 99,864.13	\$ 102,860.05	\$ 105,945.86	\$ 109,124.23	\$ 112,397.96	\$ 115,769.90	\$ 119,242.99	\$ 122,820.28	\$ 126,504.89	\$ 130,300.04	\$ 134,209.04	\$ 138,235.31
Grade 24	\$ 95,959.32	\$ 98,838.10	\$ 101,803.24	\$ 104,857.34	\$ 108,003.06	\$ 111,243.15	\$ 114,580.44	\$ 118,017.86	\$ 121,558.39	\$ 125,205.14	\$ 128,961.30	\$ 132,830.14	\$ 136,815.04	\$ 140,919.49	\$ 145,147.08
Grade 25	\$ 100,757.28	\$ 103,780.00	\$ 106,893.40	\$ 110,100.20	\$ 113,403.21	\$ 116,805.31	\$ 120,309.46	\$ 123,918.75	\$ 127,636.31	\$ 131,465.40	\$ 135,409.36	\$ 139,471.64	\$ 143,655.79	\$ 147,965.47	\$ 152,404.43
Grade 26	\$ 105,795.15	\$ 108,969.00	\$ 112,238.07	\$ 115,605.21	\$ 119,073.37	\$ 122,645.57	\$ 126,324.94	\$ 130,114.69	\$ 134,018.13	\$ 138,038.67	\$ 142,179.83	\$ 146,445.23	\$ 150,838.58	\$ 155,363.74	\$ 160,024.65
Grade 27	\$ 111,084.90	\$ 114,417.45	\$ 117,849.97	\$ 121,385.47	\$ 125,027.04	\$ 128,777.85	\$ 132,641.18	\$ 136,620.42	\$ 140,719.03	\$ 144,940.60	\$ 149,288.82	\$ 153,767.49	\$ 158,380.51	\$ 163,131.93	\$ 168,025.88
Grade 28	\$ 116,639.15	\$ 120,138.32	\$ 123,742.47	\$ 127,454.75	\$ 131,278.39	\$ 135,216.74	\$ 139,273.24	\$ 143,451.44	\$ 147,754.98	\$ 152,187.63	\$ 156,753.26	\$ 161,455.86	\$ 166,299.54	\$ 171,288.52	\$ 176,427.18
Grade 29	\$ 122,471.11	\$ 126,145.24	\$ 129,929.60	\$ 133,827.48	\$ 137,842.31	\$ 141,977.58	\$ 146,236.91	\$ 150,624.01	\$ 155,142.73	\$ 159,797.02	\$ 164,590.93	\$ 169,528.65	\$ 174,614.51	\$ 179,852.95	\$ 185,248.54
Grade 30	\$ 128,594.66	\$ 132,452.50	\$ 136,426.08	\$ 140,518.86	\$ 144,734.42	\$ 149,076.46	\$ 153,548.75	\$ 158,155.21	\$ 162,899.87	\$ 167,786.87	\$ 172,820.47	\$ 178,005.09	\$ 183,345.24	\$ 188,845.60	\$ 194,510.96

2021 APPROVED Grade and Step Chart

WITH 1.4% COLA

Column1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Grade 1	15.0200	15.4706	15.9347	16.4128	16.9051	17.4123	17.9347	18.4727	19.0269	19.5977	20.1856	20.7912	21.4149	22.0574	22.7191
Grade 2	15.7710	16.2441	16.7315	17.2334	17.7504	18.2829	18.8314	19.3963	19.9782	20.5776	21.1949	21.8308	22.4857	23.1602	23.8551
Grade 3	16.5596	17.0563	17.5680	18.0951	18.6379	19.1971	19.7730	20.3662	20.9771	21.6065	22.2547	22.9223	23.6100	24.3183	25.0478
Grade 4	17.3875	17.9092	18.4464	18.9998	19.5698	20.1569	20.7616	21.3845	22.0260	22.6868	23.3674	24.0684	24.7905	25.5342	26.3002
Grade 5	18.2569	18.8046	19.3687	19.9498	20.5483	21.1648	21.7997	22.4537	23.1273	23.8211	24.5358	25.2718	26.0300	26.8109	27.6152
Grade 6	19.1697	19.7448	20.3372	20.9473	21.5757	22.2230	22.8897	23.5764	24.2837	25.0122	25.7625	26.5354	27.3315	28.1514	28.9960
Grade 7	20.1282	20.7321	21.3540	21.9947	22.6545	23.3341	24.0342	24.7552	25.4978	26.2628	27.0507	27.8622	28.6981	29.5590	30.4458
Grade 8	21.1346	21.7687	22.4217	23.0944	23.7872	24.5008	25.2359	25.9930	26.7727	27.5759	28.4032	29.2553	30.1330	31.0369	31.9681
Grade 9	22.1914	22.8571	23.5428	24.2491	24.9766	25.7259	26.4977	27.2926	28.1114	28.9547	29.8234	30.7181	31.6396	32.5888	33.5665
Grade 10	23.3009	24.0000	24.7200	25.4616	26.2254	27.0122	27.8226	28.6572	29.5169	30.4025	31.3145	32.2540	33.2216	34.2182	35.2448
Grade 11	24.4660	25.2000	25.9560	26.7347	27.5367	28.3628	29.2137	30.0901	30.9928	31.9226	32.8803	33.8667	34.8827	35.9291	37.0070
Grade 12	25.6893	26.4600	27.2538	28.0714	28.9135	29.7809	30.6744	31.5946	32.5424	33.5187	34.5243	35.5600	36.6268	37.7256	38.8574
Grade 13	26.9738	27.7830	28.6165	29.4750	30.3592	31.2700	32.2081	33.1743	34.1696	35.1946	36.2505	37.3380	38.4581	39.6119	40.8002
Grade 14	28.3225	29.1721	30.0473	30.9487	31.8772	32.8335	33.8185	34.8330	35.8780	36.9544	38.0630	39.2049	40.3810	41.5925	42.8402
Grade 15	29.7386	30.6307	31.5497	32.4961	33.4710	34.4752	35.5094	36.5747	37.6719	38.8021	39.9662	41.1651	42.4001	43.6721	44.9823
Grade 16	31.2255	32.1623	33.1271	34.1209	35.1446	36.1989	37.2849	38.4034	39.5555	40.7422	41.9645	43.2234	44.5201	45.8557	47.2314
Grade 17	32.7868	33.7704	34.7835	35.8270	36.9018	38.0089	39.1491	40.3236	41.5333	42.7793	44.0627	45.3846	46.7461	48.1485	49.5929
Grade 18	34.4261	35.4589	36.5227	37.6183	38.7469	39.9093	41.1066	42.3398	43.6100	44.9183	46.2658	47.6538	49.0834	50.5559	52.0726
Grade 19	36.1474	37.2318	38.3488	39.4993	40.6842	41.9048	43.1619	44.4568	45.7905	47.1642	48.5791	50.0365	51.5376	53.0837	54.6762
Grade 20	37.9548	39.0934	40.2662	41.4742	42.7185	44.0000	45.3200	46.6796	48.0800	49.5224	51.0081	52.5383	54.1145	55.7379	57.4100
Grade 21	39.8525	41.0481	42.2796	43.5479	44.8544	46.2000	47.5860	49.0136	50.4840	51.9985	53.5585	55.1652	56.8202	58.5248	60.2805
Grade 22	41.8452	43.1005	44.3935	45.7253	47.0971	48.5100	49.9653	51.4643	53.0082	54.5984	56.2364	57.9235	59.6612	61.4510	63.2946
Grade 23	43.9374	45.2555	46.6132	48.0116	49.4519	50.9355	52.4636	54.0375	55.6586	57.3284	59.0482	60.8197	62.6442	64.5236	66.4593
Grade 24	46.1343	47.5183	48.9439	50.4122	51.9245	53.4823	55.0868	56.7394	58.4415	60.1948	62.0006	63.8606	65.7765	67.7498	69.7822
Grade 25	48.4410	49.8942	51.3911	52.9328	54.5208	56.1564	57.8411	59.5763	61.3636	63.2045	65.1007	67.0537	69.0653	71.1372	73.2714
Grade 26	50.8631	52.3889	53.9606	55.5794	57.2468	58.9642	60.7331	62.5551	64.4318	66.3647	68.3557	70.4064	72.5185	74.6941	76.9349
Grade 27	53.4062	55.0084	56.6586	58.3584	60.1092	61.9124	63.7698	65.6829	67.6534	69.6830	71.7735	73.9267	76.1445	78.4288	80.7817
Grade 28	56.0765	57.7588	59.4916	61.2763	63.1146	65.0080	66.9583	68.9670	71.0361	73.1671	75.3621	77.6230	79.9517	82.3503	84.8208
Grade 29	58.8803	60.6467	62.4662	64.3401	66.2703	68.2585	70.3062	72.4154	74.5879	76.8255	79.1303	81.5042	83.9493	86.4678	89.0618
Grade 30	61.8244	63.6791	65.5895	67.5571	69.5839	71.6714	73.8215	76.0362	78.3172	80.6668	83.0868	85.5794	88.1467	90.7912	93.5149

** APPROVED 12.15.2020 COMMISSION MEETING **

CONSENT AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

April 6, 2021

Consent Agenda Item: O - U

TITLE:	<p>O. Ratifying Chair's signature on Airport Coronavirus Response Grant Program (ACRGP) grant agreement for Canyonlands Regional Airport</p> <p>P. Approving Independent Contractor Agreement for drive through gate operator upgrade at Canyonlands Regional Airport</p> <p>Q. Pre-approving Enterprise lease schedule for Sand Flats Recreation vehicles</p> <p>R. Approving contract with the State of Utah Administrative Office of the Courts for Grand County for Bailiff and Security Services for July 1, 2021 through June 30, 2022</p> <p>S. Approving contract with the Bureau of Land Management (BLM) for law enforcement services through the Grand County Sheriff's Office on BLM administered lands in the county</p> <p>T. Approving the Visa Destination Insights Service Subscription Agreement for the Moab Area Travel Council</p> <p>U. Approving Letter of Support and Grant Signature Authorization for the Non-Motorized Recreational Trails Program (RTP) grant (Madeline Logowitz, Active Transportation and Trails Director)</p>
FISCAL IMPACT:	See Corresponding Agenda Summaries, if any
PRESENTER(S):	None

Prepared By:

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

FOR OFFICE USE ONLY:

Attorney Review:
N/A

RECOMMENDATION:

I move to adopt the consent agenda as presented.

BACKGROUND:

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

ATTACHMENT(S):

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

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

APRIL 6, 2021

Agenda Item: O

TITLE:	Ratifying acceptance of FAA ACRGP Grant #36 and Grant #37 Offer
FISCAL IMPACT:	\$1,009,152.00 Reimbursable Revenue
PRESENTER(S):	Andy Solsvig, Airport Director

Prepared By:

Andy Solsvig
Canyonlands Field
Airport Director
435-259-4849
asolsvig@grandcountyu
tah.net

FOR OFFICE USE ONLY:

Attorney Review:

Christina Sloan
County Attorney
435-259-1324
csloan@grandcounty
utah.net

RECOMMENDATION:

I motion to approve and accept the Federal Aviation Administration (FAA) Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-49-0020-036-2021 and Grant No. 3-49-0020-037-2021, for the Canyonlands Regional Airport.

BACKGROUND:

As part of the federal government Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) stimulus package approved in December 2020 the FAA received funds to assist airports throughout the nation in an effort to support financial sustainability due to the loss of passenger travel and the impact on the aviation industry.

The amount of funds are developed through a formula based on entitlement funding and passenger enplanements. The amount calculated for Grant #36 is \$1,005,613.00. The amount calculated for Grant #37 is \$3,539.00 to be used specifically for concession relief.

As a part of this grant offer these funds may be used as reimbursement for the following:

- Debt Service Payments
- Airport Operating and Maintenance Budget
- Concession Relief

As with any federal grant, there are conditions and grant assurances Grand County and the Airport must follow. These are listed in the grant offer.

ATTACHMENT(S):

1. FAA Grant Offers – CRRSA Act Transmittal Letter



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

FAA DEN ADO
26805 E 68th Ave, Suite 224
Denver, CO 80249

CRRSA Act Transmittal Letter

March 16, 2021

Ms. Mary McGann
Chair, Grand County Commission
125 E. Center Street
Moab, Utah 84532

Dear Commissioner McGann:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-49-0020-036-2021 for Canyonlands Regional Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than April 16, 2021 in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. **A copy of a "Single Audit Certification Form" will be sent separately via email.** Please complete and return a copy to our office and make a copy for your files.

Eric Trinklein is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Eric Trinklein at eric.trinklein@faa.gov.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


John P. Bauer (Mar 16, 2021 06:19 MDT)

John P. Bauer
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date March 16, 2021

Airport/Planning Area Canyonlands Regional Airport

ACRGP Grant Number 3-49-0020-036-2021 [Contract No. DOT-FA21NM-K1029]

Unique Entity Identifier 05-015-7981

TO: Grand County, Utah

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 20, 2021, for a grant of Federal funds at or associated with the Canyonlands Regional Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Canyonlands Regional Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to

reimburse airport operational and maintenance expenses directly related to Canyonlands Regional Airport incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,005,613, allocated as follows:

\$5,145	Primary	KC2021
\$1,000,468	Primary	KQ2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before April 16, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant

Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

14. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
- 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements,

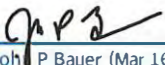
encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated March 16, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


John P. Bauer (Mar 16, 2021 06:19 MDT)

(Signature)

John. P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the **following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated March 19, 2021

Grand County, Utah

(Name of Sponsor)

Mary McGann

Mary McGann (Mar 19, 2021 10:18 MDT)

(Signature of Sponsor's Designative Official/Representative)

By: Mary McGann

(Type Name of Sponsor's Designative Official/Representative)

Title: Chair Grand County Commission

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Christina Sloan, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at March 19, 2021

By:



Christina Sloan (Mar 19, 2021 14:47 MDT)

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). ¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). ¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"Grand County, Utah, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 16, 2021, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

FAA DEN ADO
26805 E 68th Ave, Suite 224
Denver, CO 80249

March 16, 2021

Ms. Mary McGann
Chair, Grand County Commission
125 E. Center Street
Moab, Utah 84532

SUBJECT: Airport Coronavirus Response Grant Program (ACRGP) Concessions Addendum

Dear Commissioner McGann:

Please find the following electronic ACRGP Concessions Relief Addendum Offer, Addendum No. 3-49-0020-037-2021 for Canyonlands Regional Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the addendum to the individual signing the addendum; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the addendum, followed by the attorney's certification, no later than April 16, 2021 in order for the addendum to be valid.
- c. You may not make any modification to the text, terms or conditions of the addendum offer.
- d. The addendum offer must be digitally signed by the sponsor's legal signatory authority and then the addendum offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the addendum, an email with the executed addendum will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this addendum must be made electronically via the Delphi invoicing System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds to provide relief from rent and minimum annual guarantees (MAG) to on-airport car rental, on-airport parking, and in-terminal concessions.

With each payment request you are required to upload a summary directly to Delphi. The summary should include at least the list of concessions, baseline numbers for proportional calculations, amount of rent and MAG relief, and the consultation date with any Airport Concession Disadvantaged Business Enterprise. Please refer to the [ACRGP Frequently Asked Questions](#) for further information

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A closeout report (A sample report is available [here](#)).


Until the addendum is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this addendum is open (due December 31 of each year this addendum is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Eric Trinklein is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Eric Trinklein at eric.trinklein@faa.gov.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


John P. Bauer (Mar 16, 2021 06:19 MDT)

John P. Bauer
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

CONCESSIONS RELIEF ADDENDUM

Part I - Offer

Federal Award Offer Date	March 16, 2021	
Airport/Planning Area	Canyonlands Regional Airport	
ACRGP Addendum Number	3-49-0020-037-2021	[Contract No. DOT-FA21NM-K1030]
Unique Entity Identifier	05-015-7981	

TO: Grand County, Utah

(herein called the "Sponsor") (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Concessions Relief Addendum also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an application dated February 20, 2021 to amend Airports Coronavirus Response Grant Program (ACRGP or "the Agreement") Grant Agreement 3-49-0020-036-2021 to provide relief from rent and minimum annual guarantees (MAG) obligations to each eligible airport concession at Canyonlands Regional Airport, in accordance with the Coronavirus Response and Relief Appropriations Act ("CRRSA Act" or "the Act"), Public Law 116-260, Division M;

WHEREAS, the FAA has agreed with the Sponsor to amend its ACRGP Grant Agreement 3-49-0020-036-2021 to further allocate \$3,539 to fund Concession Relief as defined below;

WHEREAS, the Sponsor has accepted the terms of the FAA's ACRGP Concessions Relief Addendum offer;

WHEREAS, in consideration of the promises, representations, and assurances provided by the Sponsor, the FAA has approved the ACRGP Concessions Relief Addendum Application for the Canyonlands Regional Airport;

WHEREAS, no other terms, conditions, or assurances of the 3-49-0020-036-2021 shall be negated as a result of this ACRGP Concessions Relief Addendum;

WHEREAS, this ACRGP Concessions Relief Addendum hereby amends 3-49-0020-036-2021 for the purpose of adding \$3,539 for Canyonlands Regional Airport to use to provide relief from rent and minimum annual guarantees (MAG) obligations, as applicable, to each eligible airport concession in an

amount that reflects each eligible airport concession's proportional share of the total amount of the rent and MAGs of all eligible airport concessions at Canyonlands Regional Airport as further defined herein, for relief provided no earlier than December 27, 2020, until the specified Concession Relief funds have been fully expended.

NOW THEREFORE, in accordance with the applicable provisions of the Coronavirus Response and Relief Appropriations Act, Public Law 116-260, Division M, the representations contained in the ACRGP Concessions Relief Addendum Application, and in consideration of, (a) the Sponsor's acceptance of this Offer for an ACRGP Concessions Relief Addendum, the terms, conditions, and assurances of which are hereby attached to and made part of the terms, conditions, and assurances agreed to under 3-49-0020-036-2021 and, (b) the benefits to accrue to the United States and the public from the accomplishment of the ACRGP Concession Relief Addendum, and in compliance with the conditions and requirements as herein provided

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred accomplishing ACRGP Concessions Relief as a result of and in accordance with this ACRGP Concession Relief Addendum.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:**

CONDITIONS

ADDENDUM TO AIRPORT CORONAVIRUS RELIEF GRANT AGREEMENT 3-49-0020-036-2021

- 1a. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$3,539 to be provided to the airport sponsor for rent relief provided to eligible airport concessions as described herein.
- 2a. **Period of Performance.** This ACRGP Concessions Relief Addendum is subject to the following federal award requirements:
 - a. This Addendum does not change the period of performance date prescribed in the ACRGP Grant Agreement 3-49-0020-036-2021.
 - b. This Addendum does not change the budget period prescribed in the ACRGP Grant Agreement 3-49-0020-036-2021.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
 2. The FAA may terminate this ACRGP Concessions Relief Addendum, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340.
- 3a. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

- 4a. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the Concessions Relief unless this offer has been accepted by the Sponsor on or before April 16, 2021, or such subsequent date as may be prescribed in writing by the FAA.
- 5a. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Concessions Relief Addendum electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

SUPPLEMENTAL TO ACRGP GRANT AGREEMENT 3-49-0020-036-2021

CONDITION FOR AIRPORT CONCESSIONS RELIEF -

1. **ACRGP Concessions Relief.** The Sponsor agrees that it will use the funds in this ACRGP Concessions Relief Addendum allocated specifically to cover lawful expenses to provide relief from rent and minimum annual guarantee obligations to on airport car rental, on-airport parking, and in-terminal airport concessions (collectively referred to herein as "Concessions") as defined in part 23 of title 49, Code of Federal Regulations, in accordance with the CRRSA Act, Public Law 116-260, Division M, Title IV. Use of these funds shall be governed by the following specific conditions defined in the CRRSA Act:
 - a. Relief provided to Concessions must equal the total amount of funds allocated for Concessions under this ACRGP Concessions Relief Addendum, to the extent practicable and to the extent permissible under state laws, local laws, and applicable trust indentures;
 - b. Relief provided to Concessions from rent and minimum annual guarantee obligations to each eligible airport concession in an amount that reflects each eligible airport concession's proportional share of the total amount of the rent and minimum annual guarantees of all the eligible airport concessions at such airport;
 - c. Relief provided to Concessions shall be prioritized to minority-owned businesses, to the extent permissible;
 - d. Relief shall only be provided to Concessions that have certified they have not received a second draw or assistance for a covered loan under Section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or minimum annual guarantee costs; and
 - e. Each Concession provided relief with these funds shall certify to the Sponsor it will not apply for a covered loan as described above for rent or minimum annual guarantee costs.

The Sponsor agrees that it will provide the FAA with reporting data in lieu of invoices to be reimbursed for eligible expenses as described herein and certify data submitted is true and correct. The FAA will provide reporting options for the Sponsor. The Sponsor may not use funds allocated for Concessions for other airport purposes except that the Sponsor may retain up to two percent of the amount allocated for Concession relief purposes in this ACRGP Concession Relief Addendum to administer the Concession relief program. Funds not expended under this condition are subject to recovery by FAA.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Concessions Relief Addendum Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise an ACRGP Concessions Relief Addendum, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Concessions Relief and compliance with the conditions as provided herein. Further, this ACRGP Concessions Relief Addendum shall be attached to ACRGP 3-49-0020-036-2021, inclusive of all terms, conditions, and assurances provided there, and become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



John P. Bauer (Mar 16, 2021 06:19 MDT)

(Signature)

John. P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Concessions Relief Addendum Application and incorporated materials referred to in the foregoing Offer under this ACRGP Concessions Relief Addendum, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer. Furthermore, the Sponsor acknowledges all terms, conditions and assurances in this ACRGP Concessions Relief Addendum are hereby attached to any ACRGP Grant Agreements previously or concurrently executed for any other purpose.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this March 22, 2021

Grand County, Utah

(Name of Sponsor)

Mary McGann
Mary McGann (Mar 22, 2021 10:50 MDT)

(Signature of Sponsor's Authorized Official)

By: Mary McGann

(Typed Name of Sponsor's Authorized Official)

Title: Chair Grand County Commission

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Christina Sloan, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing ACRGP Concessions Relief Addendum under the laws of the State of Utah. Further, I have examined the foregoing ACRGP Concessions Relief Addendum and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. In addition, for grants involving Concessions Relief to be carried out by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. The Sponsor understands funding made available under this ACRGP Concessions Relief Addendum may only be used for the Concessions Relief prescribed in the Act and identified herein. The Sponsor acknowledges all terms, conditions and assurances in this ACRGP Concessions Relief Addendum are hereby attached to any ACRGP Grant Agreements previously or concurrently executed for any other purpose. Further, it is my opinion that the said ACRGP Grant Agreement and the ACRGP Concessions Relief Addendum attached hereto constitute a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at March 22, 2021

By: Christina Sloan
Christina Sloan (Mar 22, 2021 11:20 MDT)
(Signature of Sponsor's Attorney)

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

APRIL 6, 2021

Agenda Item: P

TITLE:	Approving Independent Contractor Agreement for Drive Through Gate Operator Upgrade at Canyonlands Regional Airport
FISCAL IMPACT:	\$5,588.00
PRESENTER(S):	Andy Solsvig, Airport Director

Prepared By:

Andy Solsvig
Airport Director
435-259-4849
asolsvig@grandcountyutah.
net

FOR OFFICE USE ONLY:

Attorney Review:

RECOMMENDATION:

I move to approve the Independent Contractor Agreement with Upgrades by Arch for the drive-through gate operator system upgrade at Canyonlands Regional Airport, contingent upon submission of Certificate of Insurance and Conditional Waiver and Release of Liens and Claims.

BACKGROUND:

Canyonlands Regional Airport (CNY) is requesting to update its existing drive through gate operator to improve performance and security. CNY is obligated under federal regulations to maintain security of the airside of the airport, as well as; allowing access for airport tenants.

The current drive through gate is not up to safety codes, very slow at opening and closing, has continuous maintenance issues and is in excess of 20 years old.

Estimates were solicited from four different companies (Taylor Fence Company; Upgrades By Arch; Bates Custom Fence; Valleywide Fence and Deck) with two estimates received.

The low quote was received by Upgrades By Arch and is recommended for an Independent Contractor Agreement to perform the scope of work.

ATTACHMENT(S):

- 1) Taylor Fence Company of Grand Junction \$5,631
- 2) Upgrades By Arch, Inc. \$5,588
- 3) Independent Contractor Agreement with Upgrades By Arch

TAYLOR FENCE COMPANY OF GRAND JUNCTION

832 21 1/2 ROAD P.O. BOX 3125
 GRAND JUNCTION, CO 81502
 970-241-1473
 FAX 970-241-1475

SYMBOL OF QUALITY AND WORKMANSHIP

SUBMITTED TO

NAME: Canyon Lands Field Moab Airport DATE: February 19, 2021

ADDRESS 125 East Center St Tammy Howland <thowland@grandcountyutah.net>

CITY: Moab UT 84532 PHONE: 1-435-259-4120

WE PROPOSE TO FURNISH MATERIALS AND/OR PERFORM WORK DESCRIBED AND PRICED AS FOLLOWS ON TERMS AND CONDITIONS APPEARING ON THIS FORM.

FENCE HEIGHT: WIRE GAUGE: TERMINAL POST SIZE: LINE POST SIZE:

TOP RAIL SIZE: GATES: See below TYPE:

PROJECT: Ramset Gate Operator Parts

Thank you for giving Taylor Fence the opportunity to bid on the above project. The materials are as follows:

- 1 LiftMaster Model CSL24U Slide Operator
- 1 Reflective Photo eye
- 2 Loop detectors
- 1 Monitored Wireless Edge Receiver and Transmitter
- 20' # 41 Chain

This Price is figuring that keypads and Loops are working ok

TOTAL FURNISHED AND INSTALLED

\$4,881.00

NOTES:

- 1. You will need your electrician disconnect and connect power
- 2. If you have any questions please call.

THIS QUOTATION IS FOR MATERIAL ONLY () MATERIAL AND LABOR (X) LABOR ONLY ()

THIS QUOTATION IS SUBJECT TO BUYERS ACCEPTANCE WITHIN 10 DAYS.

YOUR ACCEPTANCE WILL CONSTITUTE AN ORDER, WHICH, WITH OUR OFFICE APPROVAL, WILL BECOME AN AGREEMENT BETWEEN US.

PLEASE SIGN ORIGINAL

RESPECTFULLY SUBMITTED,

TAYLOR FENCE CO OF GRAND JUNCTION:

BY

Jerry Orman
 Jerry Orman

METHOD OF PAYMENT

DATE ACCEPTED

BUYER:

BY



TAYLOR FENCE COMPANY OF GRAND JUNCTION

832 21 1/2 ROAD P.O. BOX 3125

GRAND JUNCTION, CO 81502

970-241-1473

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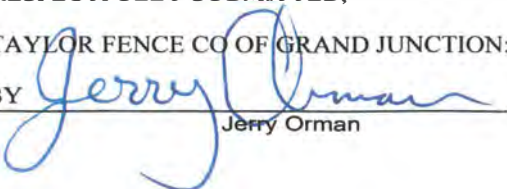
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PLEASE SIGN ORIGINAL

RESPECTFULLY SUBMITTED,

TAYLOR FENCE CO OF GRAND JUNCTION:

BY


Jerry Orman

METHOD OF PAYMENT

DATE ACCEPTED

BUYER:

BY

TAYLOR FENCE COMPANY OF GRAND JUNCTION



832 21 1/2 ROAD P.O. BOX 3125
GRAND JUNCTION, CO 81502
970-241-1473
FAX 970-241-1475

SYMBOL OF QUALITY AND WORKMANSHIP

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ADDRESS 125 East Center St Tammy Howland <thowland@grandcountyutah.net>

CITY: Moab UT 84532 PHONE: 1-435-259-4120

WE PROPOSE TO FURNISH MATERIALS AND/OR PERFORM WORK DESCRIBED AND PRICED AS FOLLOWS ON TERMS AND CONDITIONS APPEARING ON THIS FORM.

FENCE HEIGHT: WIRE GAUGE: TERMINAL POST SIZE: LINE POST SIZE:

TOP RAIL SIZE: GATES: See below TYPE:

PROJECT: New Safety Device

Thank you for giving Taylor Fence the opportunity to bid on the above project. The materials are as follows:

Per Each Optex OVS-01GT Vehicle Presence Sensors with Mounting Posts
Unit Per Each \$2500.00

NOTES:

1. Taylor Fence will not be responsible for any broken sprinkler lines or underground wires.
2. Certificate of insurance is available upon request.
3. Taylor Fence will want 1/2 upon ordering any materials
4. If you have any questions please call.

YOUR ACCEPTANCE WILL CONSTITUTE AN ORDER, WHICH, WITH OUR OFFICE APPROVAL, WILL BECOME AN AGREEMENT BETWEEN US.

PLEASE SIGN ORIGINAL

RESPECTFULLY SUBMITTED,

TAYLOR FENCE CO OF GRAND JUNCTION:

BY 
Jerry Orman

METHOD OF PAYMENT

DATE ACCEPTED

BUYER:

BY _____



UPGRADES BY ARCH, INC.
285 S. 400 E.
Moab, UT 84532
435-260-2690
info@upgradesbyarch.com

Bid 1168

ADDRESS	DATE	TOTAL	EXPIRATION DATE
Canyonlands Regional Airport	03/01/2021	\$5,588.00	03/08/2021

DESCRIPTION	AMOUNT
Lift Master HDSL24UL Heavy Duty Slide Operator	0.00
Reflective loop Photo eye	0.00
loop detectors	0.00
Monitored Wireless Edge Kit and Transmitter	0.00
#40 Chain	0.00
optex OVS-01GT vehicle presence sensors with mounting post	0.00
remove and dispose of existing	0.00
Installed	5,588.00

Customer Name:

Job Address:

Billing Address:

Email:

Phone:

TOTAL

\$5,588.00

THANK YOU.

Accepted By

Accepted Date

INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** is hereby entered into this 7th day of April, 2021 (“Effective Date”) by and between **Grand County**, a political subdivision of the State of Utah, located at 125 E. Center Street, Moab, UT 84532 (the “County”) and Upgrades by Arch, Inc. a Utah Corporation located at 285 S. 400 E. Moab, Ut. 84532 (the “Contractor”).

WITNESSETH

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

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

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

Upgrade Drive Through Gate Operator

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

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

To be completed within 30 days of this contract.

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

3. **[PROPERTY.** Contractor shall perform the Services for the benefit of real property owned by the County located at 110 W. Aviation Way Moab, UT. 84532 (the “Property”). The County warrants and represents that it owns the Property.]
4. **TERM OF AGREEMENT.** This Agreement shall begin on the Effective Date and shall expire on or before May 5th, 2021.

5. PAYMENT.

- a. Compensation. County shall pay Contractor, and Contractor shall accept from County, in full payment for the Services under this Agreement, the following compensation: \$5,588.00 (the "Compensation"). Contractor shall invoice the County upon completion of the Services, and the County shall pay Contractor within thirty (30) days of the County's approval of the same.
- b. Lien Waivers. As a condition precedent to each payment under this Agreement, including the final payments, not later than the date of payment request, the Contractor shall furnish affidavits and lien waivers and releases in the form attached hereto, confirming that no liens or rights in rem of any kind lie upon or have attached against the Property, the Services or materials, articles or equipment therefore and shall furnish such other documents as may be required by the County as may be necessary in its judgment to protect its interests, including, without limitation, monthly waivers of mechanics', laborers' and materialmen's liens by all subcontractors and all suppliers who have supplied material and/or labor for the Services. The Contractor agrees that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold harmless from and against such liens, rights and any and all expenses incurred by the Contractor or the County in discharging them.

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

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

8. CONTRACTOR, DEFINED.

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

- b. No Third Party Beneficiary. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.
 - c. Miscellaneous. As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor's employees engaged hereunder shall be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.
9. **OWNERSHIP RIGHTS**. Contractor understands and agrees that the Work Product created by Contractor hereunder is for the sole and exclusive use of the County. Contractor further understands and agrees that the County shall be the sole and exclusive owner of all right, title, and interest in and to such Work Product. The County has the right to use or not use the Work Product and to use, reproduce, reuse, alter, modify, edit or change the Work Product as it sees fit and for any purpose.
10. **CONFIDENTIALITY**. All designated confidential information disclosed by the County to the Contractor hereunder shall be kept confidential by Contractor. In such event, Contractor agrees to use all reasonable precautions to ensure that all such confidential information is properly protected and kept from unauthorized persons or disclosure.
11. **REPRESENTATIONS AND WARRANTIES**.
- a. Best Efforts. Contractor warrants that the materials and equipment furnished under this Agreement shall be of good quality and new, unless otherwise required or permitted hereunder, that the Services shall be free from defects not inherent in the quality required or permitted, and that the Services shall conform with the requirements hereunder. The Services not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by the County, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
 - b. Service Warranty. Contractor further warrants that the Services shall be free of defects and deficiencies for a period of one (1) year after the Final Notice of Completion Date (the "Warranty Period"). The County may enforce the Warranty by providing a written Notice of Deficiency within the Warranty Period. Contractor shall have thirty (30) days from the Notice of Deficiency Date to inspect, object/respond, or repair/replace the Services.
 - c. Legal Compliance. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.

12. INSURANCE.

- a. General. Prior to Contractor's commencement of the Services, Contractor shall carry the following insurance with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of "A-" or better and provide a copy of each Certificate of Insurance to the County:
 - i. *Commercial General Liability* with coverage not less than \$1 million each occurrence with a \$2 million combined single limit. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, or work performed by Contractors;
 - ii. *Workers' Compensation and Employers' Liability Insurance* with coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease; and
 - iii. *Business Auto Liability Insurance* with coverage of not less than \$1,000,000 for each accident.
- b. Certificates of Insurance. Each Certificate of Insurance shall provide the following: a) designation of the County as an Additional Insured; b) requirement that Insurer provide the County at least thirty (30) days' prior written notice of cancellation and termination of the County's coverage thereunder; and c) an endorsement for Waiver of Subrogation. Contractor shall provide a copy of the Certificate of Insurance to the County prior to commencing the Services.

13. BREACH. As used herein, Breach shall mean any failure to by a party hereunder to perform any of its obligations under this Agreement, including but not limited to: Contractor's failure to commence or otherwise perform the Work in accordance with the provisions of this Contract, Contractor's failure to use an adequate amount or quality of personnel or equipment to complete the Work without delay, a party's adjudication as bankrupt, assignment of this Agreement for the benefit of its creditors, insolvency, or any party's failure to make prompt payments required hereunder, including Contractor's payments to its subcontractors, materialman, or laborers.

14. TERMINATION OF AGREEMENT.

- a. By the County. In the event of Contractor's Breach hereunder, the County may, after giving the Contractor three (3) days' written notice, terminate this Contract and take possession of the Work. Upon receipt of such notice, Contractor shall cease operations and terminate existing subcontractors and purchase orders to the extent directed in the notice and complete such portions of the Work and take all actions to mitigate any losses and damages arising from the termination, as specified in the notice. Upon termination pursuant to this Section, the Contractor shall be entitled to receive, as full and final compensation for the Services, the Contract Sum attributable to the Work properly performed prior to the effective date of termination to the extent not previously paid and reasonable and necessary termination expenses for demobilization (subject to the County's receipt of supporting documentation acceptable to the County) and the ratable proportion of the Contractor's profit earned as of that date, provided, however, that the total amount paid to Contractor pursuant to this Section shall not exceed the Compensation.
 - b. By the Contractor. Contractor shall have the right to terminate this Contract in the event the County has failed, without cause, to make payment required hereunder, or the Project has been suspended for more than one hundred twenty (120) days; however, provided that such suspension is not the result of acts of force majeure or acts or omissions of the Contractor.
 - c. Effect of Termination. In the event of termination under this Section, this Agreement (other than Sections 9 through 12 and 15, which survive termination under law), shall forthwith become wholly void and of no further force and effect; provided, however, that nothing herein shall relieve any party from liability for willful Breach of this Agreement.
15. INDEMNIFICATION. The Services performed by Contractor shall be at the risk of Contractor exclusively. Contractor herewith agrees to indemnify, defend, and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, taxes, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons.
16. ENTIRE AGREEMENT. This Agreement contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement

except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.

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

17. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.
18. NO ASSIGNMENT. This Agreement is not assignable without the written consent of the Parties.
19. DISPUTES. Should any disputes arise with respect to this Agreement, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.
20. CHOICE OF LAW. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial District, State of Utah, Grand County.
21. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
22. SEVERABILITY. The invalidity of any portion of this Agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining

provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.

23. UNDERSTANDING AND EFFECT OF AGREEMENT.

- A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into Agreement.
- B. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
- C. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

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

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

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

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

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

_____ Contractor's Signature	_____ Printed Name of Contractor and Title	_____ Date
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_____ County Signature	_____ Chair, Grand County Commission	_____ Date
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ATTEST:

_____ Grand County Clerk/Auditor	_____ Date
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Contact Information

Contractor's Contact Information

Name: Archie Walker
Title: Proprietor
Address: 285 S. 400 E. Moab, Ut. 84532
Phone: 435-260-2690
Fax:
Email: info@upgradesbyarch.com

County's Assigned Project Manager

Name: Tammy Howland
Title: Airport Operations Manager
Address: 110 W. Aviation Way Moab, Ut. 84532
Phone: 435-259-4120
Fax:
Email: thowland@grandcountyutah.net



Exhibit A Scope of Work

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

Scope of Work

Drive Through Gate Operator Upgrade

Canyonlands Regional Airport (CNY) is upgrading its existing drive through gate operator to improve performance and security. CNY is obligated under federal regulations to maintain security of the airside of the airport, as well as; allowing access for airport tenants.

Project Scope Statement

The project objective is to replace the existing Ramset Gate Operator with a new LiftMaster Operator, utilizing existing gate, pedestal, loops and keypad. The gate system will be brought up to applicable codes. Materials to be provided for this project include:

- LiftMaster HDSL24UL Heavy Duty Slide Operator
- Reflective loop photo eye
- Loop detectors
- Monitored Wireless Edge Kit and Transmitter
- #40 Chain
- Optek OVS-01GT vehicle presence sensors with mounting posts
- Remove and dispose of existing operator

Any item not listed above shall be approved by the project manager prior to work taking place.

Security of the airport is of the utmost importance and the contractor will work with the project manager to maintain compliance throughout the project.

CONDITIONAL WAIVER AND RELEASE OF LIENS AND CLAIMS

1. The undersigned is the duly authorized agent for Upgrades By Arch, Inc. ("**Contractor**") and is authorized to grant, on Contractor's behalf, the lien and claim waivers set forth herein.

2. Contractor has supplied laborers, machinery, tools, equipment, materials, and/or professional or skilled services (collectively, the "**Improvements**") to the real property described as follows:

Canyonlands Regional Airport

110 W. Aviation Way Moab, Ut. 84532 (collectively, the "**Property**").

3. Contractor, for all Improvements supplied through the date of May 6th, shall, upon receipt of \$5,588.00 ("**Payment**"):

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

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

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

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

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

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

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

Signature: _____

Company Name: _____

Printed Name: _____

Title: _____

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

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

Witness my hand and official seal.

(SEAL)

Notary Public

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
APRIL 6, 2021
Agenda Item: Q

TITLE:	Approving Enterprise lease schedule for Sand Flats Recreation vehicles
FISCAL IMPACT:	\$16,000.00 within Budget
PRESENTER(S):	

Prepared By:

C. McKinney
Fleet Manager Grand
County
125 E. Center
Moab, UT 84532
(435)259-4132
cmckinney@grandcount
yutah.net

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve Enterprise Lease Schedules for two Sand Flats Recreation vehicles not to exceed \$16,000.00.

BACKGROUND:

The Enterprise Master lease agreement has been approved, and we are moving forward with the vehicle schedules. As vehicles become available there is a need to be able to purchase/lease them in a timely fashion. This motion would pre-approve both Sand Flats Recreation lease schedules not to exceed the budgeted amount of \$16,000.00. The two vehicles for purchase are:

- 1) ½ ton 4 door crew cab truck \$588.00 mo. plus or minus
- 2) mid-size 4 door truck \$530.00 mo. plus or minus

This pre-approval is time sensitive because one of the Sand Flats trucks (#876 F150) has become non drivable due to engine problems and wear and tear.

ATTACHMENT(S):



STATE OF UTAH

CONTRACT

CONTRACT # 152088 AMENDMENT #6

Vendor#	22710H	CommCd	00000
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TO BE ATTACHED TO AND MADE PART OF the above numbered contract by and between the State of Utah, Administrative Office of the Courts, referred to as State and Grand County Sheriff.

THE PARTIES AGREE TO THE CONTRACT AS FOLLOWS:

1. **Contract period:** 07/01/21 Effective Date
06/30/22 Termination Date unless terminated early or extended in accordance with the terms and conditions of this contract.

Renewal options: Unlimited (they are required by statute to provide these services). All payments under this contract will be completed within 90 days after the Termination Date.

2. **Contract amount:**

	Hrs Allotted	Hrly Rate	Contract Amt	Total
Bailiff Security	520	\$20.99	\$10,916.00	
Perimeter Security	280	\$20.99	\$ 5,880.00	\$16,796.00

3. **Attachment A: Terms & Conditions**

Attachment B: Scope of Work

Attachment C: Sample Invoice

4. **Contact Information:**

Courts: Seventh District & Juvenile Court
 Attn: Travis Erickson
 Addr: 149 East 100 South
 City/Zip: Price 84501
 Phone: 435 636-3400
 E-mail: travise@utcourts.gov

County: Grand County Sheriff
 Attn: Steven White
 Addr: 25 South 100 East
 City/Zip: Moab 84532
 Phone: 435 259-8115
 E-mail: swhite@grandcountysheriff.org

IN WITNESS WHEREOF, the parties sign and cause the contract to be executed.

COUNTY

AOC

County Commission

County Sheriff

County Attorney

Court Security Director or AOC Designee

District Court Executive

Juvenile Court Executive

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☐ For-Profit Corporation
- ☐ Partnership
- ☒ Government Agency

Court Counsel

Availability of Funds

State Division of Finance

ATTACHMENT A: TERMS AND CONDITIONS – Bailiff and Security Contracts

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 11-13-101 commonly referred to as the Inter-local Cooperation Act, 17-22-2, 17-22-27 and UC78A-2-602.
2. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
3. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
4. **TERMINATION:** This contract may be terminated in advance of the specified expiration date, by either party, upon ninety (90) days written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Termination shall not affect the rights and duties of either party as may be required by law.
5. **NONAPPROPRIATION OF FUNDS:** The provision of this contract placing an obligation upon the State to compensate the Sheriff for services is contingent upon, and limited to the extent that, funds are appropriated and available for this purpose by the Legislature. The State will actively seek adequate funding from the Legislature to fulfill the obligations of this contract. In the event that funds are not appropriated or otherwise available to honor the terms of this contract, the State may renegotiate the agreement or may terminate the agreement without penalty upon 30 days written notice to the Sheriff.
6. **INDEMNIFICATION:** The State shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of State employees in connection with the performance of this contract. The County shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the County in connection with the performance of this Contract. The County shall indemnify and hold the State free and harmless from all claims that arise as a result of the negligence or fault of the County, its officers, agents and employees. The obligation of a party to indemnify the other pursuant to any provision of this agreement is subject to the terms and conditions of the Governmental Immunity Act of Utah, UCA 63G-7-101*et.seq.*, including, but not limited to, the liability limits contained therein.
7. **EMPLOYMENT STATUS:** All persons performing duties under the terms of this Contract shall be County employees and shall have no right to any state pension, civil service, workers' compensation, unemployment or any other state benefit for services provided hereunder. The County will have full supervision authority, subject to the Scope of Work, over all persons employed to carry out the requirements of this Contract.
8. **PAYMENT:** Payments are normally made within 30 days following the date a correct invoice is received. All invoices must be submitted in an approved format.
9. **COMPENSATION:** The compensation paid by the State to the County pursuant to this Agreement shall be used only for the services provided pursuant to the Agreement, and County shall not have the authority or right to use such funds for other purposes. The State shall compensate the County for salary and benefits of sworn officers in conformance with the provisions of Sections 17-22-2, 17-22-23, 17-22-27 and UC78A-2-602, and Rule 3-414 of the Code of Judicial Administration. This agreement shall not serve to compensate County for costs related to security administration, supervision, travel, equipment and training.
10. **EQUIPMENT:** The equipment used by County personnel shall be provided and maintained by the County except for elements of the security systems (i.e. magnetometers, surveillance and other monitoring devices) provided by the State.

11. NOTICE: The Sheriff shall respond to a request for assistance with additional law enforcement personnel and services, without compensation, upon the occurrence of a breach of peace or when a security problem is anticipated.
12. PROBLEM RESOLUTION: The State's designated representative or representatives shall have the right, upon request, to meet and confer with the Sheriff, and/or his designated contract representatives, to discuss any problems arising from the Sheriff's performance or the individual deputies performing services under this Agreement, the costs for future periods under this contract, or any other issues related to this contract.
13. CONTINUITY OF COURT OPERATIONS: The Sheriff shall continue to provide bailiff and security services to the State if a natural disaster or other disruption forces the Court to modify its operations or convene at an alternate site(s) within the County.
14. SECURITY INCIDENT REPORTING: The Sheriff shall report all breaches of security, criminal acts, or threats to the Court or court personnel to the Local Security Coordinator. Such incidents include, but are not limited to: threats, suspicious incidents, vandalism, theft/burglary/robbery, medical assists and assaults. The Sheriff further agrees to provide a written report of the incident to the Local Security Coordinator on the Sheriff's standard departmental report form or on a Court Security Incident form provided by the local Security Coordinator. This will be completed as soon as is reasonably possible after the incident.
15. SECURITY REVIEWS: The Sheriff will cooperate with the Court Security Director and Court Facilities Manager in conducting periodic court security reviews to determine compliance with physical and procedural security standards and will assist in correcting any deficiencies identified. To the extent possible, the Sheriff will implement the standards set forth in the Model Post Orders document (as applicable) dated March, 2014, and provided by the Courts.
16. TRAINING: The Sheriff agrees to send bailiffs and court security officers to the 16 hours of basic court security training provided free-of-charge by the Court, as soon as possible after their appointment.
17. ENTIRE CONTRACT: This Contract, including all Attachments and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised 04/22/2016)

ATTACHMENT B: SCOPE OF WORK

Bailiff Services:

A. County shall assign such law enforcement or special function officers as bailiffs in each courtroom when court is in session in the Seventh District, District and Juvenile Courts in Grand County.

B. County and AOC through their designees shall coordinate the staffing, scheduling and service levels at the various court locations with the goal of promoting efficiency and quality. The County is hiring authority for all officers assigned under this contract; however, the appointment or reassignment of a courtroom bailiff is subject to the concurrence of the judges with whom the bailiff will work/works.

Security Service:

Sheriff agrees to provide court security services and such other duties as may be required by law for the Seventh District, District and Juvenile Courts in Grand County. The Sheriff agrees to provide sufficient security staff of qualified law enforcement officers to provide security according to the Court Security Plan. The Sheriff agrees to provide security staff sufficient to provide door access security as frequently as possible.

Court Security Plan:

In accordance with Rule 3-414, *Utah Code of Judicial Administration*, the court executive in consultation with the Sheriff, has developed a court security plan. The plan outlines the responsibilities of the Sheriff and a written copy of that plan has been provided to the Sheriff. The Court Security Plan is hereby incorporated by reference into this contract.

Revised (00/00/0000)

DATE: _____

INVOICE NUMBER: _____

(Required)

**Due by the 15th day of the month*

TO: Seventh District & Juvenile Courts
 Attn: Travis Erickson
 149 East 100 South
 Price UT 84501

travise@utcourts.gov

FROM: Grand County Sheriff
 Attn: Steven White
 25 South 100 East
 Moab UT 84532

swhite@grandcountysheriff.org

Services for the month of: _____

_____ 0 _____ hours for **BAILIFF** services @ \$ _____ - ea = \$ _____ -

_____ 0 _____ hours for **SECURITY** services @ \$ _____ - ea = \$ _____ -

TOTAL \$ _____ -

 County Agent Signature

 Trial Court Executive Signature

Month: _____

Year: _____

Courtroom: _____

Court Location: _____

BAILIFF

Date	Officer Name	Name of Judge	District Hours	Juvenile Hours
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				

Total **BAILIFF** hours

0

0

County Agent Signature_____
Trial Court Executive Signature

Month: _____

Year: _____

Court Location: _____

[illegible]

Date	Security Officer Name	Hours
	Total Hours	0.00

Total *Security* hours 0.00

County Agent Signature

Trial Court Executive Signature

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

APRIL 6, 2021

Agenda Item: S

TITLE:	Approving contract with the Bureau of Land Management (BLM) for law enforcement services through the Grand County Sheriff's Office on BLM administered lands in the county
FISCAL IMPACT:	
PRESENTER(S):	

Prepared By:

**MALLORY NASSAU
ASSOC. COMMISSION
ADMINISTRATOR**

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the contract with the Bureau of Land Management (BLM) for law enforcement services through the Grand County Sheriff's Office on BLM administered lands in the county.

BACKGROUND:

- The Bureau of Land Management (BLM) is providing funding for the Grand County Sheriff's Office to hire a deputy to assist with law enforcement services on BLM lands in the county. The deputy will enforce the civil and criminal laws of the State and the county on public lands, waters, roads, and trails administered by the BLM.
- The contract consists of one base year and four, one- year options, for a total of \$638,302.89.

ATTACHMENT(S):

- Contract for BLM Law Enforcement Services

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>		1 REQUISITION NUMBER 0040519865		PAGE OF 1 11	
2 CONTRACT NO 140L3521C0001		3 AWARD/ EFFECTIVE DATE		4 ORDER NUMBER	
5 SOLICITATION NUMBER 140L3521Q0005		6 SOLICITATION ISSUE DATE 03/09/2021			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Jackie Stevens		b. TELEPHONE NUMBER (No collect calls) (435) 259-2104	
9. ISSUED BY		CODE		LUA	
BLM UT-STATE OFC ADM SVCS BR (UT952) 440 WEST 200 SOUTH, SUITE 500 SALT LAKE CITY UT 84101		10. THIS ACQUISITION IS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 561612 <input type="checkbox"/> 8(A) SIZE STANDARD \$22.0	
11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12 DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
15 DELIVER TO		CODE		0004276675	
BLM-UT UTAH STATE OFFICE* 440 WEST 200 SOUTH, SUITE 500 SALT LAKE CITY UT 84101		18 ADMINISTERED BY		CODE	
		BLM UT CANYON COUNTRY DIST-UTY01 82 EAST DOGWOOD MOAB UT 84532		LUY	
17a CONTRACTOR/ OFFEROR		CODE		0070420592	
FACILITY CODE		18a PAYMENT WILL BE MADE BY		CODE	
COUNTY OF GRAND Attn: ATTN GOVERNMENT POC 125 E CENTER ST MOAB UT 84532-2429		Invoice Processing Platform System US Department of Treasury https://www.ipp.gov		IPP INV	
TELEPHONE NO. 000-000-0000		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	LAW ENFORCEMENT ON BLM ADMINISTERED LANDS IN GRAND COUNTY, UTAH Changes to this contract require prior approval from the Contracting Officer. Contracting Officer: Leslie Gunn, lgunn@blm.gov, 801-539-4177 Technical Point of Contract: Jason Moore, jdmoores@blm.gov, 435-539-4221 (Use Reverse and/or Attach Additional Sheets as Necessary)				
25 ACCOUNTING AND APPROPRIATION DATA 01				26 TOTAL AWARD AMOUNT (For Govt. Use Only) \$121,562.94	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				<input type="checkbox"/> 29. AWARD OF CONTRACT OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)	
				Leslie B. Gunn	
31c. DATE SIGNED					

19. ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	<p>Invoices must be submitted at www.ipp.gov, with supporting documentation attached. See clauses, statement of work, and other supporting documents for details and requirements.</p> <p>Legacy Doc #: BLM</p> <p>Delivery: 03/31/2022</p> <p>Account Assignm: K G/L Account: 6100.252R0</p> <p>Business Area: L000 Commitment Item: 252R00 Cost Center: LLHQ120300 Functional Area: L16300000.NU0000 Fund: 212L1109AF Fund Center: LLHQ120300 Project/WBS: LX.SI.LEAG0000 PR Acct Assign: 01</p> <p>Period of Performance: 04/01/2021 to 03/31/2022</p>				
00010	<p>Law Enforcement Services on BLM administered lands in Grand County, Utah in accordance with the attached Statement of Work, Clauses, and DOL Wage Determinations.</p> <p>Obligated Amount: \$121,562.94</p> <p>Product/Service Code: F099</p> <p>Product/Service Description: NATURAL RESOURCES/CONSERVATION- OTHER</p>				121,562.94
00020	<p>Option Year 1 - Law Enforcement Services</p> <p>Amount: \$125,410.05 (Option Line Item)</p> <p>Continued ...</p>				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE RECD (YY/MM/DD)		42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
140L3521C0001

PAGE 3 OF 11

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF GRAND

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	02/01/2022 Product/Service Code: F099 Product/Service Description: NATURAL RESOURCES/CONSERVATION- OTHER				
00030	Option Year 2 - Law Enforcement Services Amount: \$127,884.50 (Option Line Item) 02/01/2023 Product/Service Code: F099 Product/Service Description: NATURAL RESOURCES/CONSERVATION- OTHER				0.00
00040	Option Year 3 - Law Enforcement Services Amount: \$130,415.18 (Option Line Item) 02/01/2024 Product/Service Code: F099 Product/Service Description: NATURAL RESOURCES/CONSERVATION- OTHER				0.00
00050	Option Year 4 - Law Enforcement Services Amount: \$133,030.22 (Option Line Item) 02/01/2025 Product/Service Code: F099 Product/Service Description: NATURAL RESOURCES/CONSERVATION- OTHER DUNS # 050157981 The total amount of award: \$638,302.89. The obligation for this award is shown in box 26.				0.00

GRAND COUNTY, UTAH
LAW ENFORCEMENT ORDER FOR SERVICES
STATEMENT OF WORK

I. Scope of Work

- a) The Bureau of Land Management (BLM) is responsible for managing the public lands under its administration. Providing law enforcement and protective services in a consistent, efficient, and effective manner is a critical component to preserve public order and safety and to protect national interests in natural resources and infrastructure.
- b) The services requested by the BLM are of an extraordinary nature outside the scope of normal and routine law enforcement activities on the public lands. The purpose of this contract is to obtain law enforcement services to assist the BLM in the administration and regulation of the use and occupancy of the public lands located in Grand County, Utah. This contract will consist of one base year and four, one-year options. The Contractor will enforce the civil and criminal laws of the State and or county on the public lands, waters, roads, and trails administered by the BLM.

II. General Work Requirements

- a) The BLM requires law enforcement patrol services as outlined below. Services include labor, materials, overhead, supplies, and all other costs necessary to meet the requirements outlined below.
- b) The work of the Contractor shall supplement the BLM's existing law enforcement program.
- c) The Contractor shall provide sufficient, qualified personnel to cover the hours requested under this contract. The Contractor shall provide one POST certified deputy/law enforcement officer, or the equivalent of one full-time POST certified deputy/law enforcement officer, to cover the hours requested under this contract. The Contractor shall provide for the supervision of this designated law enforcement officer/deputy.
- d) The Contractor shall provide for the necessary equipment required to carry out this contract.
- e) The project locations are BLM administered public lands within Grand County, Utah. A map of the patrol area and project location will be provided.
- f) The performance period for the base contract shall be for one year, its term commencing 4/1/2021 to include four (4) additional one-year option periods that may extend the contract up to 3/31/2026. The exercise of options is solely at the discretion of the BLM.
- g) Nothing in this contract alters, limits, or supersedes the authorities and responsibilities of the parties on any matter within their respective jurisdictions. Nothing in this contract shall require any of the parties to perform beyond its respective authorities including those granted pursuant to this agreement.

- h) The Contractor shall have no liability for a failure to discover or stop illegal activity on BLM managed public land.

III. Description of Services

- a) The Contractor will provide law enforcement services as specified, for the enforcement of State and local laws relating to the protection of persons and property on the public lands located in Grand County, Utah. The lack of any specific request by BLM will not limit the authority of the Contractor or the Contractor's personnel to respond within the norms and policies of their agency to any situation occurring on BLM administered lands.
- b) The Contractor's personnel shall comply with the minimum standards as required by the Utah Peace Officer Standards and Training (POST). These standards can be found by contacting POST or at the following link: <https://post.utah.gov/prospective-officers/>.
- c) Personnel who have been convicted of a misdemeanor domestic violence crime shall not be used on this contract in a law enforcement role, in accordance with 18 USC 922.
- d) The contractor is responsible to manage and provide sufficient staffing to conduct regularly scheduled patrols of the public lands, waters, roads, and trails administered by the BLM within the confines of and adjacent to Grand County not to exceed 2080 hours in one year.
- e) The contractor is responsible to abide by all labor laws (overtime, benefits, fringe, etc), including the Service Contract Act (wage rates attached). This shall be factored into the contractor's quoted, fixed hourly rate as the BLM will not pay separately for overtime, benefits, etc.
- f) Hours billed to the BLM must be directly related to the patrols of the identified public lands.
- g) Patrols shall include scheduled tours on BLM lands, waters, roads and trails with special attention given to the following areas:
- Highway 128 Campgrounds, Trailheads, and Boat Ramps
 - Highway 279 Campgrounds, Trailheads, and Boat Ramps
 - Kane Creek Campgrounds and Trailheads
 - Highway 313 Campgrounds, and Trailheads
 - Sand Flats Recreation Area Campgrounds, Trailheads, OHV Routes and Mountain Bike Routes
 - Blue Hills Road
 - Klondike Bluffs
 - Bartlett Wash
 - Gemini Bridges
 - White Wash Sand Dunes
 - Book Cliffs
 - Cisco Area
 - Westwater Area
- h) The Contractor or the law enforcement officer assigned to this contract will attend the monthly all employees meeting at the Moab Field Office.

- i) The Contractor shall make certain law enforcement coverage is provided on national holidays and weekends, particularly during the spring and fall to ensure adequate patrols are conducted on BLM administered campgrounds, recreation areas, and other administrative areas during periods of high use and concentrated activities. These patrols will be made during hours determined between the BLM Utah State Chief Ranger, Canyon Country Supervisory Ranger, the Moab Field Office Manager and the Contractor. Total hours will not exceed 2,080 during the year.
- j) Given the variety of land ownership in Grand County and the "checkerboard" pattern of public, private and state lands, the Contractor shall be provided with a Global Position System unit with land status maps. This will ensure the Contractor is patrolling public lands administered by the BLM.
- k) The Contractor and his or her designee shall coordinate with the BLM Canyon Country Supervisory Ranger and the BLM Utah State Chief Ranger regarding patrol needs and to exchange law enforcement information of benefit to both the BLM and Grand County.
- l) The Contractor shall ensure sworn personnel assigned to duties on public lands are aware of the provisions of the Archaeological Resources Protection Act (16 USC 470 aa-470 ll) and the Native American Graves Protection and Repatriation Act (25 USC 3001-3013), regarding skeletal remains. They will also ensure that the Contractor's personnel conducting the patrols are instructed not to disturb, unless critically necessary, what possibly may be an archaeological site on the belief that the presence of the skeletal remains is indicative of a crime scene over which they have jurisdiction, without first conferring with the BLM Utah State Chief Ranger, the Canyon Country Supervisory Ranger and/or the Moab Field Office manager.
- m) The Contractor shall make certain the law enforcement officers assigned to duties on public land under this contract maintain and complete a daily patrol log supplied by the BLM. This patrol log will be reviewed quarterly by the Utah State Chief Ranger and/or Canyon Country District Supervisory Ranger.

IV. Contractor Furnished Materials

- a) The Contractor shall provide all labor, equipment, supplies, overhead, and supervision to cover the services outlined in this contract.
- b) The Contractor shall provide one fully equipped, marked, four-wheel drive law enforcement vehicle which is capable of traveling roads throughout Grand County.

V. Government Furnished Materials

- a) The Contractor will comply with Federal Acquisition Regulation clause 52.245-1 for all federal government property acquired or furnished under this contract.
- b) The Government will provide the Contractor with a Global Positioning System with land status maps to ensure the Contractor is operating on public lands administered by the BLM.

- c) The Government will provide the Contractor with patrol logs to accurately track areas patrolled and observations on public land administered by the BLM.

VI. Reporting Requirements

- a) The Contractor will furnish to the Canyon Country Supervisory Ranger and the BLM Utah State Chief Ranger, monthly reports of all noted law enforcement activities on public land to include the following:
 - 1) Patrol Logs
 - 2) Dates, locations and observations where patrols were made, number of patrols and miles traveled
 - 3) Hours worked
 - 4) Arrests made on public lands, misdemeanors and felonies, with case numbers
 - 5) Citations and warnings issued
 - 6) Incidents investigated or responded to, with case numbers
 - 7) Assistance given to BLM personnel
 - 8) Responses to search and rescue incidents
 - 9) Compliance checks conducted on archaeological and paleontological sites
- b) Reports will be submitted by the fifth of each month and include all information for the previous month. Data provided may be entered into the BLM's Incident Management and Analysis Reporting System (IMARS) for tracking purposes. A template for the reports will be provided to the Contractor.
- c) The Contractor or his or her designee, shall notify the BLM Utah State Chief Ranger or Canyon Country District Supervisory Ranger of significant incidents occurring on public lands within Grand County. These incidents and reporting timelines will be consistent with BLM Law Enforcement General Order 29, which will be provided to the Contractor.

VII. Payment

- a) The Contractor will bill the BLM via the Electronic Invoicing, Internet Payment Platform System at www.IPP.gov on a quarterly basis. Advanced payments are not allowed under this contract. The contractor can bill only once services are performed and accepted by the BLM.
- b) The Contractor shall send a copy of the invoice and itemized documentation showing the number of hours worked in support of this contract. The BLM Utah State Chief Ranger will certify all invoices for accuracy and verify that patrols were performed within the standards stated above.

SCHEDULE OF PRICING

BLM GRAND COUNTY LAW ENFORCEMENT SOLICIATION FOR QUOTE

	HOURS	WAGE	ANNUAL WAGE ONLY	EMPLOYER FICA	RETIREMENT	INSURANCE	TRAINING	VEHICLES	TOTAL ANNUAL COST	TOTAL HOURLY COST
2021 BASE YEAR	2080	\$28.36	\$58,988.80	\$4,512.64	\$15,921.08	\$29,140.42	2,000	11,000	\$121,562.94	\$58.44
2022- OPTION 1	2080	\$29.21	\$60,756.80	\$4,647.90	\$16,398.26	\$30,607.10	2,000	11,000	\$125,410.05	\$60.29
2023- OPTION 2	2080	\$30.09	\$62,587.20	\$4,787.92	\$16,892.29	\$30,617.09	2,000	11,000	\$127,884.50	\$61.48
2024- OPTION 3	2080	\$30.99	\$64,459.20	\$4,931.13	\$17,397.54	\$30,627.31	2,000	11,000	\$130,415.18	\$62.70
2025- OPTION 4	2080	\$31.92	\$66,393.60	\$5,079.11	\$17,919.63	\$30,637.87	2,000	11,000	\$133,030.22	\$63.96

* WAGE IS +3% EVERY YEAR

*INSURANCE IS +5% EVER YEAR

Contract Clauses

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/browsefar>

52.203-3 Gratuities (APR 1984)

52.203-16 Preventing Personal Conflicts of Interest (JUN 2020)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

52.204-13 System for Award Management Maintenance (OCT 2018)

52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)

52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)

52.232-11 Extras (APR 1984)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

52.242-15 Stop-Work Order (AUG 1989)

52.242-17 Government Delay of Work (APRIL 1984)

52.245-1 Government Property (Jan 2017)

52.245-9 Use and Charges (Apr 2012)

52.246-4 Inspection of Services – Fixed Price (AUG 1996)

52.246-16 Responsibility for Supplies (Apr 1984)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)

(a) Definitions As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities),

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations,

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities),

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material),

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code, or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements, or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or

wholesaler number), item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

52.212-4 Contract Terms and Conditions — Commercial Items (OCT 2018)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered, and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent,

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent Indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably not fled of such claims and proceedings

(i) Payment —

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected line item or subline item, if applicable, and
 - (D) Contractor point of contact
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.
 - (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
 - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if —
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days,
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement, or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2)
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts, 18 U.S.C. 431 relating to officials not to benefit, 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks, 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American, and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause,
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jan 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232)

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note))

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) {Reserved}.

X (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___ (10) {Reserved}.

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).

___ (ii) Alternate I (Mar 2020) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (Mar 2020) of 52.219-4.

___ (13) {Reserved}

___ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-6.

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

- ___ (iii) Alternate II (Nov 2016) of 52.219-9
- ___ (iv) Alternate III (Jun 2020) of 52.219-9.
- ___ (v) Alternate IV (Jun 2020) of 52.219-9
- ___ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644©).
- ___ (ii) Alternate I (Mar 2020) of 52.219-13.
- ___ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
- X (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Nov 2020) (15 U.S.C. 632(a)(2)).
- ___ (ii) Alternate I (MAR 2020) of 52.219-28.
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).
- ___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644©).
- ___ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- X (27) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
- X (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- ___ (ii) Alternate I (Feb 1999) of 52.222-26.
- X (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- ___ (ii) Alternate I (Jul 2014) of 52.222-35.
- X (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- ___ (ii) Alternate I (Jul 2014) of 52.222-36.
- X (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

- X (35) (i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(iii)) (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ___ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- ___ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ___ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- ___ (ii) Alternate I (Jan 2017) of 52.224-3.
- ___ (48) 52.225-1, Buy American-Supplies (Jan 2021) (41 U.S.C. chapter 83).
- ___ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Jan 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (Jan 2021) of 52.225-3.
- ___ (iii) Alternate II (Jan 2021) of 52.225-3.

___ (iv) Alternate III (Jan 2021) of 52.225-3.

___ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).

___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

___ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

___ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

___ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67)

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

X (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020)

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (c)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232)

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the

applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).
 - (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212)
 - (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
 - (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)
 - (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
 - (xiii) (A) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O 13627).
 - (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
 - (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).
 - (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
 - (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - (B) Alternate I (Jan 2017) of 52.224-3.
 - (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792) Flow down required in accordance with paragraph (c) of FAR clause 52.226-6.
 - (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at any time before contract expiration.

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 20 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

52.252-4 Alterations in Contract (APR 1984)

Portions of this contract are altered as follows: NA

DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements — Internet Payment Platform (IPP) (APRIL 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions — Commercial terms included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>. Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

Copy of the Vendor's Commercial Invoice

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 — 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

1452.201-70 AUTHORITIES AND DELEGATIONS (SEPT 2011)

- (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
- (b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
- (c) The COR is not authorized to perform, formally or informally, any of the following actions:
 - (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
 - (2) Waive or agree to modification of the delivery schedule;
 - (3) Make any final decision on any contract matter subject to the Disputes Clause;
 - (4) Terminate, for any reason, the Contractor's right to proceed;
 - (5) Obligate in any way, the payment of money by the Government.

- (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (c) of this clause.
- (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
- (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

DIAPR 2010-14 AMENDMENT 3 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2010)

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position, title, phone number and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not released to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for Online Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the cause and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the Contractor on (date). The Contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation: 1. Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions. 2. Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control. 3. Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven (7) days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Sjoms Division of Wage Determination No.: 2015-5497
Director Wage Determinations Revision No.: 12
Date Of Last Revision: 12/21/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Utah

Area: Utah Counties of Carbon Daggett Duchesne Emery Grand San Juan
Uintah

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.92
01012 - Accounting Clerk II		17.07
01013 - Accounting Clerk III		20.00
01020 - Administrative Assistant		25.64
01035 - Court Reporter		19.50
01041 - Customer Service Representative I		13.73
01042 - Customer Service Representative II		15.44
01043 - Customer Service Representative III		16.85
01051 - Data Entry Operator I		13.11
01052 - Data Entry Operator II		14.30
01060 - Dispatcher Motor Vehicle		20.72
01070 - Document Preparation Clerk		14.82
01090 - Duplicating Machine Operator		14.82
01111 - General Clerk I		13.10
01112 - General Clerk II		14.29
01113 - General Clerk III		16.04
01120 - Housing Referral Assistant		20.76
01141 - Messenger Courier		12.00
01191 - Order Clerk I		15.64
01192 - Order Clerk II		17.07
01261 - Personnel Assistant (Employment) I		16.64
01262 - Personnel Assistant (Employment) II		18.62
01263 - Personnel Assistant (Employment) III		20.76
01270 - Production Control Clerk		21.77
01290 - Rental Clerk		14.36
01300 - Scheduler Maintenance		16.64
01311 - Secretary I		16.64
01312 - Secretary II		18.62
01313 - Secretary III		20.76
01320 - Service Order Dispatcher		18.52
01410 - Supply Technician		25.64
01420 - Survey Worker		16.16
01460 - Switchboard Operator/Receptionist		24.84
01531 - Travel Clerk I		12.92
01532 - Travel Clerk II		13.72
01533 - Travel Clerk III		14.36
01611 - Word Processor I		14.82
01612 - Word Processor II		16.64
01613 - Word Processor III		18.62
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer Fiberglass		19.35
05010 - Automotive Electrician		18.09
05040 - Automotive Glass Installer		17.17
05070 - Automotive Worker		17.14
05110 - Mobile Equipment Servicer		15.24
05130 - Motor Equipment Metal Mechanic		18.82
05160 - Motor Equipment Metal Worker		17.14
05190 - Motor Vehicle Mechanic		17.82
05220 - Motor Vehicle Mechanic Helper		14.11
05250 - Motor Vehicle Upholstery Worker		16.19
05280 - Motor Vehicle Wrecker		17.14
05310 - Painter Automotive		18.09
05340 - Radiator Repair Specialist		17.14
05370 - Tire Repairer		15.02
05400 - Transmission Repair Specialist		18.46
07000 - Food Preparation And Service Occupations		
07010 - Baker		12.35
07041 - Cook I		13.45
07042 - Cook II		15.58
07070 - Dishwasher		11.51
07130 - Food Service Worker		11.76

07210 - Meat Cutter	16.71
07280 - Waiter/Waitress	10.15
09080 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	24.53
09040 - Furniture Handler	15.13
09080 - Furniture Refinisher	24.53
09090 - Furniture Refinisher Helper	18.26
09110 - Furniture Repairer Minor	21.39
09130 - Upholsterer	24.53
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.64
11060 - Elevator Operator	13.44
11090 - Gardener	19.40
11112 - Housekeeping Aide	14.07
11150 - Janitor	14.07
11210 - Laborer Grounds Maintenance	14.80
11240 - Maid or Houseman	13.01
11260 - Pruner	13.26
11270 - Tractor Operator	17.86
11310 - Trail Maintenance Worker	14.80
11360 - Window Cleaner	15.74
12000 - Health Occupations	
12010 - Ambulance Driver	14.67
12011 - Breath Alcohol Technician	17.09
12012 - Certified Occupational Therapist Assistant	24.54
12015 - Certified Physical Therapist Assistant	26.58
12020 - Dental Assistant	15.53
12025 - Dental Hygienist	35.80
12030 - EKG Technician	27.10
12035 - Electroneurodiagnostic Technologist	27.10
12040 - Emergency Medical Technician	14.67
12071 - Licensed Practical Nurse I	15.90
12072 - Licensed Practical Nurse II	17.09
12073 - Licensed Practical Nurse III	19.94
12100 - Medical Assistant	15.35
12130 - Medical Laboratory Technician	19.04
12160 - Medical Record Clerk	15.92
12190 - Medical Record Technician	20.15
12195 - Medical Transcriptionist	15.90
12210 - Nuclear Medicine Technologist	39.30
12221 - Nursing Assistant I	11.29
12222 - Nursing Assistant II	12.70
12223 - Nursing Assistant III	13.85
12224 - Nursing Assistant IV	15.55
12235 - Optical Dispenser	17.61
12236 - Optical Technician	15.90
12250 - Pharmacy Technician	17.97
12280 - Phlebotomist	15.90
12305 - Radiologic Technologist	26.60
12311 - Registered Nurse I	24.14
12312 - Registered Nurse II	29.54
12313 - Registered Nurse II Specialist	29.54
12314 - Registered Nurse III	35.74
12315 - Registered Nurse III Anesthetist	35.74
12316 - Registered Nurse IV	42.84
12317 - Scheduler (Drug and Alcohol Testing)	22.15
12320 - Substance Abuse Treatment Counselor	11.76
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.49
13012 - Exhibits Specialist II	20.44
13013 - Exhibits Specialist III	25.00
13041 - Illustrator I	10.72
13042 - Illustrator II	23.20
13043 - Illustrator III	28.30
13047 - Librarian	22.73
13050 - Library Aide/Clerk	12.99
13054 - Library Information Technology Systems Administrator	20.53
13051 - Library Technician	13.99
13061 - Media Specialist I	14.81
13062 - Media Specialist II	16.57
13063 - Media Specialist III	18.40
13071 - Photographer I	15.59
13072 - Photographer II	17.59
13073 - Photographer III	21.61
13074 - Photographer IV	26.44
13075 - Photographer V	31.90
13090 - Technical Order Library Clerk	17.14
13110 - Video Teleconference Technician	16.34
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.01
14042 - Computer Operator II	17.92
14043 - Computer Operator III	19.97
14044 - Computer Operator IV	22.19
14045 - Computer Operator V	24.58
14071 - Computer Programmer I	23.80
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.01
14160 - Personal Computer Support Technician	22.19
14170 - System Support Specialist	24.58
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.89
15020 - Aircrew Training Devices Instructor (Rated)	38.58

15030 - Air Crew Training Devices Instructor (Pilot)	42.72
15050 - Computer Based Training Specialist / Instructor	31.89
15060 - Educational Technologist	26.42
15070 - Flight Instructor (Pilot)	42.72
15080 - Graphic Artist	26.18
15085 - Maintenance Test Pilot Fixed Jet/Prop	42.72
15086 - Maintenance Test Pilot Rotary Wing	42.72
15088 - Non-Maintenance Test/Co-Pilot	42.72
15090 - Technical Instructor	25.72
15095 - Technical Instructor/Course Developer	31.47
15110 - Test Proctor	20.77
15120 - Tutor	20.77
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.98
16030 - Counter Attendant	9.98
16040 - Dry Cleaner	13.27
16070 - Finisher Flatwork Machine	9.98
16080 - Presser Hand	9.98
16110 - Presser Machine Drycleaning	9.98
16130 - Presser Machine Shirts	9.98
16160 - Presser Machine Wearing Apparel Laundry	9.98
16190 - Sewing Machine Operator	14.24
16220 - Tailor	15.88
16250 - Washer Machine	11.14
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.93
19040 - Tool And Die Maker	30.53
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.94
21030 - Material Coordinator	22.24
21040 - Material Expediter	22.24
21050 - Material Handling Laborer	16.98
21071 - Order Filler	14.17
21080 - Production Line Worker (Food Processing)	20.94
21110 - Shipping Packer	16.38
21130 - Shipping/Receiving Clerk	16.38
21140 - Store Worker I	12.50
21150 - Stock Clerk	16.93
21210 - Tools And Parts Attendant	20.94
21410 - Warehouse Specialist	20.94
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.06
23019 - Aircraft Logs And Records Technician	20.93
23021 - Aircraft Mechanic I	25.53
23022 - Aircraft Mechanic II	27.06
23023 - Aircraft Mechanic III	28.40
23040 - Aircraft Mechanic Helper	17.87
23050 - Aircraft Painter	24.80
23060 - Aircraft Servicer	20.93
23070 - Aircraft Survival Flight Equipment Technician	24.60
23080 - Aircraft Worker	22.41
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.44
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.53
23110 - Appliance Mechanic	24.53
23120 - Bicycle Repairer	15.58
23125 - Cable Splicer	32.51
23130 - Carpenter Maintenance	21.81
23140 - Carpet Layer	22.98
23160 - Electrician Maintenance	27.65
23181 - Electronics Technician Maintenance I	25.05
23182 - Electronics Technician Maintenance II	26.74
23183 - Electronics Technician Maintenance III	28.45
23260 - Fabric Worker	21.39
23290 - Fire Alarm System Mechanic	24.89
23310 - Fire Extinguisher Repairer	19.83
23311 - Fuel Distribution System Mechanic	30.89
23312 - Fuel Distribution System Operator	23.49
23370 - General Maintenance Worker	19.38
23380 - Ground Support Equipment Mechanic	25.53
23381 - Ground Support Equipment Servicer	20.93
23382 - Ground Support Equipment Worker	22.48
23391 - Gunsmith I	19.83
23392 - Gunsmith II	22.98
23393 - Gunsmith III	26.10
23410 - Heating Ventilation And Air-Conditioning Mechanic	21.02
23411 - Heating Ventilation And Air Conditioning Mechanic (Research Facility)	22.04
23430 - Heavy Equipment Mechanic	23.43
23440 - Heavy Equipment Operator	23.71
23460 - Instrument Mechanic	26.10
23465 - Laboratory/Shelter Mechanic	24.53
23470 - Laborer	16.98
23510 - Locksmith	24.53
23530 - Machinery Maintenance Mechanic	33.47
23550 - Machinist Maintenance	25.62
23580 - Maintenance Trades Helper	13.20
23591 - Metrology Technician I	26.10
23592 - Metrology Technician II	27.66
23593 - Metrology Technician III	29.03
23640 - Millwright	26.10
23710 - Office Appliance Repairer	24.53
23760 - Painter Maintenance	23.40
23790 - Pipefitter Maintenance	27.94
23810 - Plumber Maintenance	26.26
23820 - Pneumatic Systems Mechanic	26.10

23850 - Rigger	26.10
23870 - Scale Mechanic	22.98
23890 - Sheet-Metal Worker Maintenance	26.10
23910 - Small Engine Mechanic	22.90
23931 - Telecommunications Mechanic I	31.47
23932 - Telecommunications Mechanic II	33.35
23950 - Telephone Lineman	27.23
23960 - Welder Combination Maintenance	21.89
23965 - Well Driller	26.02
23970 - Woodcraft Worker	26.10
23980 - Woodworker	19.03
24000 - Personal Needs Occupations	
24550 - Case Manager	15.66
24570 - Child Care Attendant	12.32
24580 - Child Care Center Clerk	15.37
24610 - Chore Aide	11.94
24620 - Family Readiness And Support Services Coordinator	15.66
24630 - Homemaker	15.66
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.10
25040 - Sewage Plant Operator	23.53
25070 - Stationary Engineer	26.10
25190 - Ventilation Equipment Tender	10.26
25210 - Water Treatment Plant Operator	23.53
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.02
27007 - Baggage Inspector	15.54
27008 - Corrections Officer	23.10
27010 - Court Security Officer	19.30
27030 - Detection Dog Handler	10.03
27040 - Detention Officer	23.10
27070 - Firefighter	19.02
27101 - Guard I	15.54
27102 - Guard II	10.03
27131 - Police Officer I	23.00
27132 - Police Officer II	26.51
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.38
28042 - Carnival Equipment Repairer	17.79
28043 - Carnival Worker	12.52
28210 - Gate Attendant/Gate Tender	17.33
28310 - Lifeguard	13.32
28350 - Park Attendant (Aide)	19.39
28510 - Recreation Aide/Health Facility Attendant	14.15
28515 - Recreation Specialist	22.70
28630 - Sports Official	15.43
28690 - Swimming Pool Operator	21.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.00
29020 - Hatch Tender	24.00
29030 - Line Handler	24.00
29041 - Stevedore I	22.42
29042 - Stevedore II	25.71
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.09
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	21.01
30022 - Archeological Technician II	22.23
30023 - Archeological Technician III	27.53
30030 - Cartographic Technician	27.53
30040 - Civil Engineering Technician	24.15
30051 - Cryogenic Technician I	26.75
30052 - Cryogenic Technician II	29.54
30061 - Drafter/CAD Operator I	21.01
30062 - Drafter/CAD Operator II	22.23
30063 - Drafter/CAD Operator III	24.78
30064 - Drafter/CAD Operator IV	30.21
30081 - Engineering Technician I	18.73
30082 - Engineering Technician II	21.03
30083 - Engineering Technician III	23.53
30084 - Engineering Technician IV	29.15
30085 - Engineering Technician V	35.65
30086 - Engineering Technician VI	43.13
30090 - Environmental Technician	29.04
30095 - Evidence Control Specialist	24.15
30210 - Laboratory Technician	26.41
30221 - Latent Fingerprint Technician I	26.75
30222 - Latent Fingerprint Technician II	29.54
30240 - Mathematical Technician	27.53
30361 - Paralegal/Legal Assistant I	17.90
30362 - Paralegal/Legal Assistant II	22.17
30363 - Paralegal/Legal Assistant III	27.12
30364 - Paralegal/Legal Assistant IV	32.81
30375 - Petroleum Supply Specialist	29.54
30390 - Photo-Optics Technician	27.53
30395 - Radiation Control Technician	29.54
30401 - Technical Writer I	25.36
30402 - Technical Writer II	31.02
30403 - Technical Writer III	37.51
30401 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	30.21
30502 - Weather Forecaster II	36.75

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30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2)	24.78
30621 - Weather Observer Senior	(see 2)	27.53
31008 - Transportation/Mobile Equipment Operation Occupations		
31018 - Airplane Pilot		30.67
31020 - Bus Aide		14.16
31030 - Bus Driver		20.81
31043 - Driver Courier		17.27
31260 - Parking and Lot Attendant		13.91
31290 - Shuttle Bus Driver		18.76
31310 - Taxi Driver		12.96
31361 - Truckdriver Light		18.76
31362 - Truckdriver Medium		21.41
31363 - Truckdriver Heavy		23.64
31364 - Truckdriver Tractor-Trailer		23.64
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		14.95
99030 - Cashier		10.67
99050 - Desk Clerk		12.25
99095 - Embalmer		33.91
99130 - Flight Follower		25.33
99251 - Laboratory Animal Caretaker I		15.32
99252 - Laboratory Animal Caretaker II		16.62
99260 - Marketing Analyst		28.65
99310 - Mortician		33.91
99410 - Pest Controller		21.68
99510 - Photofinishing Worker		13.32
99710 - Recycling Laborer		20.55
99711 - Recycling Specialist		24.71
99730 - Refuse Collector		18.40
99810 - Sales Clerk		13.25
99820 - School Crossing Guard		12.74
99830 - Survey Party Chief		18.63
99831 - Surveying Aide		13.27
99832 - Surveying Technician		16.93
99840 - Vending Machine Attendant		18.51
99841 - Vending Machine Repairer		23.29
99842 - Vending Machine Repairer Helper		18.51

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 38 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care, or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Good Friday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)

(See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES** Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$435 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending drying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like, minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and handling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(i)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(i)).

4) Within 30 days of receipt the wage and hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process

the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

APRIL 6, 2021

Agenda Item: T

TITLE:	Approving the Visa Destination Insights Service Subscription Agreement
FISCAL IMPACT:	Estimated financial impact to the Moab Area Travel Council \$5060
PRESENTER(S):	Elaine Gizler, Executive Director, Economic Development and Tourism

Prepared By:

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FOR OFFICE USE ONLY:

Attorney Review:

RECOMMENDATION:

I move to approve the proposed Visa Destination Insights Service Subscription Agreement.

BACKGROUND:

The Visa Destination Insights (VDI) Subscriber Subscription Page will provide Visa Vue statistics for Grand County related to International and Domestic spending. The Travel Council has used the Visa Vue information for over five years. This information provides detailed insight to visitors coming to Moab and their spending habits.

ATTACHMENT(S):

- VDI Agreement

**Visa Destination Insights Service Subscription Agreement
(VDI Subscriber)**

THIS SUBSCRIPTION AGREEMENT (“Agreement”) is by and between Visa U.S.A. Inc., a Delaware corporation (“Visa”), having its mailing address at P.O. Box 8999, San Francisco, California, 94128, (phone: 650-432-3200; fax: 650-432-8510); and **Grand County, Utah/ Moab Area Travel Council** a (“VDI Subscriber”), having an office and its principal place of business at **125 E. Center Street, Moab, Utah 84532**.

W I T N E S S E T H:

WHEREAS, Visa offers to destination marketing organizations the Visa Destination Insights reporting service that compiles aggregated and depersonalized Visa cardholder transaction data for selected market segments of international and domestic travelers within the United States, to help generate state and regional reports (the “Service”); and

WHEREAS, VDI Subscriber desires to subscribe to the Service for its own use to review and analyze aggregated and depersonalized Visa cardholder transaction data for international or domestic travelers within the United States, including cardholder count, transaction count, aggregate United States dollar transaction amount and average ticket count.

WHEREAS, VDI Subscriber is a **Moab Area Travel Council/ Grand County, Utah** and therefore eligible for special pricing through participation in a Denise Jordan and the Utah Office of Tourism Office, Salt Lake City , Utah

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, it is agreed:

1. DESCRIPTION AND LIMITATIONS ON USE.

(a) Subject to the terms of this Agreement, Visa hereby grants to VDI Subscriber a paid, non-exclusive, non-transferable, non-sublicensable, revocable, limited term license to access and use the Service, including reports containing data selected by VDI Subscriber in Exhibit A, attached hereto hereto (“VDI Reports”) in the United States for VDI Subscriber’s (i) own internal uses to develop marketing strategies and plans with respect to its travel and tourism activities. In addition, VDI Subscriber’s use of VDI Reports must be in compliance with applicable laws.

(b) VDI Subscriber agrees that:

(i) all access to the Service is accomplished through Visa Online (“VOL”). VDI Subscriber’s access and continued access to the Service is subject to Lead Subscriber’s continued access and compliance with the terms governing the access and use of VOL. Such compliance includes VDI Subscriber ensuring that its authorized personnel do not permit or allow other persons to have access to or use its VOL user identification and password, and VDI Subscriber must notify Visa immediately of any unauthorized use of user identification

or password, or any other actual or potential security breach relating to Lead Subscriber's VOL account. VDI Subscriber acknowledges and agrees that it is entirely responsible for all activities that occur through the use of its VOL password or user identification.

(ii) it shall not attempt to disaggregate VDI Reports in an attempt to determine the performance or behaviors of any individual cardholder or specific VDI Subscriber competitor.

(iii) prior to engaging any third party vendor to assist VDI Subscriber with data aggregation or data analysis, Lead Subscriber must obtain a written agreement with such vendor containing provisions that (A) prohibit such vendor from engaging in activities or processes that enable the results of such aggregation, analysis or other vendor service to be accessed in any manner that would reveal or otherwise identify the Service or VDI Reports; (B) prohibit such vendor from retaining, transferring or otherwise disclosing the Service data, including the VDI Reports, to another third party, and (C) requires such vendor to destroy or return to VDI Subscriber all Service data, including the VDI Reports, upon completion of any specific task provided to VDI Subscriber by such vendor.

(iv) the Service does not link individual cardholders, households or account numbers to any individual transaction or group of transactions.

(v) in its use of the Service, it shall not engage in any of the following activities: (a) sending spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (b) sending or storing infringing, obscene, threatening, libelous or otherwise unlawful or tortious materials, including material harms to children or violative of third party privacy rights; (c) sending or storing material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (d) interfering with or disrupting the integrity or performance of the Service or the data contained therein, or unreasonably burdens the infrastructure utilized by Visa or its suppliers to deliver the Service; (e) attempting to gain unauthorized access to the Service or its related systems or networks; or (f) offering the Service as a service bureau or as any other hosted service to any third party.

(vi) in addition to other restrictions contained in this Agreement, VDI Subscriber shall not itself and shall not authorize or knowingly enable others to: (a) use the Service, including the VDI Reports for anything other as expressly permitted under this Agreement; (b) reverse engineer, decompile, disassemble or otherwise attempt to obtain the underlying ideas, algorithms, structure or organization of the Service or any component thereof, including but not limited to data that is masked, hashed, or otherwise protected, for any reason; (c) make copies of any aspect of the Service, in whole or in part, except as necessary to exercise its rights under this Agreement; (d) modify or make derivative works of the Service; (e) alter or remove any copyright, trademark, trade name, patent or other proprietary rights notice, legend, symbol or the like appearing on or in the Service or VDI Reports, except as necessary to exercise its rights under this Agreement; or (f) distribute, disclose, commercialize, sell, offer to sell, license, import, transfer, lease or loan all or any portion of the Service or VDI Reports. For avoidance of doubt, this subsection (vii) does not impose any restrictions on VDI Subscriber from utilizing its own VDI Subscriber data or

information that is owned by or independently developed by VDI Subscriber without any use of the Service or VDI Reports disclosed under Agreement.

(vii) (A) unless otherwise permitted by Visa or this Agreement, it shall not disclose Service data, including any VDI Reports, to any third parties, including its partners, vendors or other payment card systems, even if Service data, including VDI Reports, is aggregated or combined with other source data for analytical purposes, and (B) it shall retain the VDI Reports provided via the Service for its own use in its possession at all times; provided, however, that VDI Subscriber may use its own statistical conclusions drawn from the VDI Reports in VDI Subscriber's advertising, press releases or other marketing efforts so long as the following conditions are satisfied:

- 1) each VDI Subscriber conclusion or claim ("Claim") drawn from VDI Reports is/are true, correct and not misleading;
- 2) each Claim specifically identifies Visa as a source of the data on which the Claim(s) are based with the following attribution footnote: "[VDI Subscriber's] estimate is based on and extrapolated from aggregate card usage data provided by Visa Destination Insights for the period of [insert applicable time period] and incorporates data from other independent research sources.";
- 3) The Service data, including VDI Reports, is/are not specifically referenced in such advertising, press releases or other marketing efforts, except as permitted hereunder or required by applicable law for Claims substantiation; and
- 4) VDI Subscriber presents its Claims and modified VDI Reports for distribution to third parties in accordance with the approved Information Distribution Templates and guidelines as set forth in Exhibit C hereto.

(viii) VDI Subscriber will designate one or more access stewards who will manage the access of VDI Subscriber personnel, as appropriate, in accordance with the terms of this Agreement ("Access Steward(s)"). VDI Subscriber shall notify Visa of its Access Stewards using the enrollment form attached hereto as Exhibit D. VDI Subscriber may modify such Access Stewards at any time by notifying Visa of such modifications in accordance with the terms set forth on the Exhibit D – Enrollment Form. All requests to add, delete or modify the access rights to the Service shall originate from an Access Steward that is on file with Visa. Access Steward shall within 24 hours inform Visa of any need to delete or modify access to the Service.

2. FEEDBACK. If VDI Subscriber, its agents, subcontractors and affiliates, generates or provides any suggestions, ideas or modifications relating to the Service ("Feedback"), VDI Subscriber hereby grants to Visa, without attribution or cost, all rights necessary for Visa to make use of any and all VDI Subscriber such Feedback for improvement, modification or amendment of the Service (and any other Visa product or service), and to

implement any such Feedback in future versions of the Service (or any other Visa product or service), for making available to VDI Subscriber VDI Subscriber and/or any other party.

3. OWNERSHIP. Visa has expended significant resources gathering, assembling, and compiling the Service and the VDI Reports, and, as between the parties, the Service and the VDI Reports are the valuable property of Visa. Service and the VDI Reports provided by Visa under the Agreement are an original compilation protected by US copyright laws and are the trade secrets of Visa. As between the parties, Visa owns all right, title and interest in and to the Service and the VDI Reports. The Visa Service are licensed as set forth in Section 1 above and not sold

4. FEES. VDI Subscriber will pay Visa for access to the Service, including the VDI Reports, in accordance with the pricing terms and conditions set forth in such Exhibit B, attached hereto.

5. INDEMNIFICATION.

(a) Where permitted by applicable law, VDI Subscriber shall, at its sole expense, indemnify, defend and hold Visa and its directors, officers, employees, agents and affiliates (collectively, “Indemnified Visa Parties”) harmless from and against all claims, suits, actions, damages, settlements, losses, liabilities, costs and expenses, including without limitation reasonable attorneys’ fees, arising out of or in connection with: (i) a breach of this Agreement by VDI Subscriber and/or any of its personnel; or (ii) the negligence or intentional misconduct of VDI Subscriber and/or any of its personnel.

(b) VDI Subscriber agrees that, due to the unique nature of Confidential Information (as defined in Section 9.1), the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury to the Indemnified Visa Parties, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, VDI Subscriber agrees that Visa, in addition to any other available remedies, shall have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement by VDI Subscriber, without the necessity of posting any bond or other security. VDI Subscriber shall notify Visa in writing immediately upon VDI Subscriber becoming aware of any such breach or threatened breach.

6. DISCLAIMER. The Service data, including the VDI Reports, is provided by Visa on an “as is” basis without any warranties of any kind, express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and/or non-infringement. Visa (including its licensors) does not warrant that the Service or VDI Reports will be uninterrupted, timely, accurate, reliable, updated, correct or secure; that the Service or VDI Reports will be available at any particular time or location; that any defects or errors will be corrected; or that the Service or VDI Reports are free of viruses or other harmful components. The Service data, including VDI Reports, is a sample set of aggregated depersonalized Visa cardholder transaction data for selected market segments across Visa’s VisaNet global transaction processing network and Visa makes no warranties (a) as to the accuracy of the data, (b) that the Service data, including the VDI Reports, reflects Visa

cardholder spending patterns for relevant market segments taken as a whole, or (c) as to the validity of the statistical approaches used in Visa's data aggregation.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL VISA BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT AND/OR ITS SUBJECT MATTER, REGARDLESS OF THE THEORY OF LIABILITY GIVING RISE TO SUCH DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VISA'S LIABILITY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF FEES FOR THE SERVICE PURSUANT TO THIS AGREEMENT.

8. TERM AND TERMINATION.

(a) This Agreement shall become effective as of the Effective Date (as defined below) and, unless terminated earlier in accordance with the terms of this Agreement, shall continue for one (1) year ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term", together with the Initial Term, the "Term"); provided, however, that VDI Subscriber may terminate this Agreement by providing written notice to Visa at least thirty days in advance of the expiration of the then existing Term.

(b) VDI Subscriber may terminate this Agreement upon thirty (30) days prior written notice if: (i) Visa materially breaches this Agreement and fails to cure the breach within such thirty (30) day period; or (ii) Visa modifies or otherwise changes the Service, as permitted in Section 8(c), and VDI Subscriber objects in writing within thirty (30) days of VDI Subscriber's receipt of written notice from Visa of such modification or change.

(c) Visa reserves the right to change the content, format, medium, access requirements and/or form of delivery of the Service at any time. Visa will make a reasonable effort to notify VDI Subscriber in writing of any anticipated change to the Service that may reasonably have a material adverse effect on the Service.

(d) Visa may terminate this Agreement immediately upon written notice if: (i) VDI Subscriber is in breach of this Agreement, including any misuse of the Service or VDI Reports (ii) a change in applicable law makes termination appropriate in Visa's sole discretion.

(e) Visa shall have no obligation to refund to VDI Subscriber any fees paid for the Service.

9. CONFIDENTIALITY, PUBLICITY.

(a) The term "Confidential Information" shall mean: this Agreement and all proprietary information, data, trade secrets, business information and other information of any kind whatsoever which (i) Visa discloses, in writing, orally or visually, to VDI Subscriber, or

to which VDI Subscriber has access, in connection with the negotiation and performance of this Agreement, and (ii) relates to (1) Visa or any Visa Affiliate (as defined in Section 10), (2) other customers of Visa or any Visa Affiliate, or (3) third-party vendors or licensors who have made confidential or proprietary information available to Visa.

(b) VDI Subscriber hereby agrees on behalf of itself and its representatives and subcontractors, that Confidential Information will not be disclosed or made available to any person for any reason whatsoever, other than on a “need to know basis” and then only to: (i) its representatives; (ii) subcontractors and other third-parties specifically permitted under this Agreement, provided that all such persons are subject to a confidentiality agreement which shall be no less restrictive than the provisions of this Section 9; (iii) employees with a need to know who are obligated to hold such information confidential, and (iv) as required by law or as otherwise permitted by this Agreement, either during the term or after the termination of this Agreement. Prior to any disclosure of Confidential Information as required by law, VDI Subscriber shall (y) notify Visa of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated, and (z) cooperate with Visa’s reasonable, lawful efforts to resist, limit or delay disclosure.

(c) The obligations of confidentiality in this Section 9 shall not apply to any information which VDI Subscriber rightfully has in its possession when disclosed to it by Visa, information which VDI Subscriber independently develops, information which is or becomes known to the public other than by breach of this Section 9 or information rightfully received by VDI Subscriber from a third party without the obligation of confidentiality.

(d) All media releases, public announcements and public disclosures by either party, or their representatives, relating to this Agreement or the name or logo of VDI Subscriber or Visa, including, without limitation, promotional or marketing material, but not including any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing party, shall be coordinated with and approved by the other party in writing prior to the release thereof as provided herein. Each party shall obtain prior written approval from the other parties for any news releases, press advisories and interviews relating to the Service; provided that this restriction shall apply to Visa only to the extent that VDI Subscriber is specifically identified in such disclosure. Each party shall review all submissions and notify the other parties in writing within five (5) business days of its approval, which shall not be unreasonably withheld. VDI Subscriber acknowledges and agrees, subject to approval of copy, that Visa may announce VDI Subscriber’s participation in the Service.

(e) Upon the earliest of: (i) the termination or expiration of this Agreement or (ii) Visa’s request, VDI Subscriber will promptly return to Visa, at no cost to Visa, all Visa Confidential Information and property. Alternatively, if so directed by Visa, VDI Subscriber will destroy, at no cost to Visa, all Visa Confidential Information according to Visa’s instructions or relevant industry best practices if no instructions are provided, and all copies thereof, in VDI Subscriber’s possession or control, and will provide a certificate signed by an officer of VDI Subscriber that certifies such return or destruction in detail acceptable to Visa.

10. CHOICE OF LAW. This Agreement shall be interpreted according to the laws of the State of New York.

11. NOTICE. Notice to each party under this Agreement shall be sent to the respective address shown above unless a written change of address is received by the notifying party. If notice is sent to an address, it shall be deemed validly sent upon deposit via registered mail or via an express courier service, and shall be deemed received five (5) days after the date of such deposit.

12. MISCELLANEOUS.

(a) Entire Agreement. Except as expressly indicated herein, this Agreement and its attached Exhibits, which are incorporated herein by reference, represent the entire agreement between the parties relating to the subject matter hereof. In the event of a conflict between the terms of this Agreement and any other document, the terms of this Agreement shall control.

(b) Modification/Waiver. No modification or waiver of this Agreement or the Exhibits hereto shall be binding unless it is in writing and signed by both parties.

(c) Severability. If a court of competent jurisdiction finds any provision of this Agreement invalid, illegal or unenforceable, the parties shall omit it from the Agreement to the extent required. The remaining terms shall remain in full force and effect.

(d) Assignment. Each party agrees that it will not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, any right or obligation under this Agreement, without the consent of the other party, which consent shall not unreasonably withheld; provided that Visa may assign this Agreement to any a subsidiary, parent, joint venture, partner, or any other entity which, in whole or in part, is owned by, owns, or has a common owner with Visa, Visa Inc., Visa International Service Association, Visa Canada Inc. or Visa Technology & Operations LLC (each a "Visa Affiliate"). Any assignment in contravention of this provision will be null and void. Subject to the foregoing limits on assignment and delegation, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

(e) Survival. The terms of this Agreement that by their sense and context are intended to survive termination hereof will so survive, including without limitation, the following Sections: 1(b), 2, 3, 5 through 12.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date of last signature below ("Effective Date").

VISA U.S.A. INC.

NAME OF VDI SUBSCRIBER

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Exhibit A – Visa Destination Insights Service Subscription

Key Terms and Conditions of Visa Destination Insights Service Subscription

Reporting Area: Reporting Areas are defined by the VDI Subscriber as groupings of one or more postal codes that it would like to view aggregated Subscription Data.

Subscription Data: The Visa Destination Insights web application will present the aggregate number of cardholders, number of transactions, and sales volume along with various other metrics and dimensions that Visa may change from time to time. Visa Destination Insights will not include personally identifiable cardholder, issuer or merchant information and will not identify individual cardholder, issuer or merchant patterns. Subscription Data will include data as it becomes available during the Term per the Subscription Data Update Frequency and two years of historical data.

Subscription Data Update Frequency: Data in the application are generally updated within 45 days following the end of each calendar quarter. Depending on the report package selected, during the Term, Visa will update data for the Subscription Package selected on the Master Subscription and Pricing Form.

Subscription Package: The VDI Subscriber selects a Subscription Package on the Master Subscription and Pricing Form for each Reporting Area that they would like access to in the Visa Destination Insights web application during the Term.

User Access: Visa will provide access to Visa Destination Insights web application through Visa Online to the individual or individuals (not to exceed three) designated by VDI Subscriber to Visa in writing.

Subscription Package Options

International Subscription Package includes cross-border spend within the designated Reporting Area broken out by originating country. Optionally, the VDI Subscriber may define additional Reporting Areas within its business area. Each additional Reporting Area will be priced separately.

U.S. Domestic Subscription Package includes U.S. domestic spend within the designated Reporting Area broken out by originating core based statistical area (CBSA). The VDI Subscriber may define up to five (5) Reporting Areas within its business area as part of the base subscription. Additional Reporting Areas will be priced separately.

Combined Subscription Package includes cross-border spend and U.S. domestic spend within the designated Reporting Area broken out by originating country and

originating core based statistical area (CBSA). The VDI Subscriber may define up to five (5) Reporting Areas within its business area for U.S. domestic spend and one (1) Reporting Area within its business area for cross-border spend as part of the base subscription. Additional Reporting Areas will be priced separately.

DRAFT

Exhibit B – Master Subscription and Pricing Form

Visa Destination Insights Service Master Subscription

As part of execution of Agreement, VDI Subscriber will select their desired Master Subscription Package, as well as an optional add-on Reporting Areas, for the Term.

	International Subscription Package (includes 1 Reporting Area)	U.S. Domestic Subscription Package (includes up to 5 Reporting Areas)	Combined Subscription Package (includes 1 Reporting Area for International Subscription and up to 5 Reporting Areas for U.S. Domestic Subscription)
Select desired Master Subscription (Check Appropriate Column)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	International Subscription	U.S. Domestic Subscription	Combined Subscription
Select desired Add-On Subscriptions (List number of desired additional Reporting Areas)			

Visa Destination Insights Service Pricing Form

Report Pricing:

At the start of Initial Term and Renewal Term(s), Visa will invoice VDI Subscriber for the annual package price for the Visa Destination Insights Subscription Package selected and VDI Subscriber shall VDI SubscriberVDI SubscriberVDI SubscriberVDI SubscriberVDI Subscriberpay such amount within thirty (30) days of receipt of such invoice.

Determining Package Pricing:

Based on the VDI Subscriber's desired Subscription Package selected above, the below section lists the package pricing. This selection when reviewed and agreed to by Visa shall constitute the package pricing for the Term.

	International		Domestic		Combined		Total
	Subs	Cost	Subs	Cost	Subs	Cost	
Subscription Package (Annual Payment)		\$2,310		\$3,500		\$5,060	
Add-On Per Reporting Area (Annual Payment)							
Total							

Exhibit C – Approved Information Distribution Templates and Guidelines
Visa Destination Insights Product Office to provide

DRAFT

Exhibit D – Access Steward Enrollment Form

**VISA DESTINATION INSIGHTS (VDI) – ACCESS STEWARD
DESIGNATION FORM**

As part of the Effective Date (defined below) of this Enrollment Form, the undersigned VDI Subscriber hereby designates the individual listed below as the authorized Access Steward for VDI Subscriber identified below and that person shall be primarily responsible for:

1. Managing the VDI users and profile information for such VDI access;
2. Communicating with Visa concerning such users and profile information, which includes approving and notifying Visa of any changes and additions required to profiles and users.

Such Access Steward shall be the authorized individual to manage the VDI access user and profile information for VDI Subscriber and to communicate with Visa concerning such users and profile information until such time that VDI Subscriber revokes this authorization.

VDI Subscriber Name	Moab Area Travel Council, Grand County, Utah
Access Steward Name	Elaine Gizler
Access Steward email	director@discovermoab.com
Signature of Authorized Representative	<i>Elaine Gizler</i>
Date (“Effective Date”)	3/24/2021

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
APRIL 6, 2021

Agenda Item: U

TITLE:	Approving Letter of Support and Grant Signature Authorization for the Non-Motorized Recreational Trails Program (RTP) grant
FISCAL IMPACT:	None.
PRESENTER(S):	Madeline Logowitz, Director of GCATT

Prepared By:

FOR OFFICE USE ONLY:
Attorney Review:

N/A

RECOMMENDATION:

I move to approve a letter of support and grant signature authorization for the Recreational Trails Program (RTP) grant.

BACKGROUND:

Active Transportation and Trails (GCATT) would like to submit an application for the RTP grant to support ongoing maintenance of the local non-motorized trail network. GCATT applies to this grant annually and has been awarded funding for the last five consecutive years. Specifically, this grant application focuses on funding for trail maintenance and needed upgrades to structures such as cattle guards. Grant funding would be matched with labor, including donated labor, which is valued at \$24.99 per hour. If awarded, the grant period would begin in September 2021 and close in August 2023.

ATTACHMENT(S):

1.



GRAND COUNTY COMMISSION MEMBERS

**Mary McGann (Chair) · Gabriel Woytek
(Vice Chair) · Sarah Stock · Trisha Hedin ·
Evan Clapper · Kevin Walker ·
Jacques Hadler**

April 6, 2021

Dear Recreational Trails Program Committee:

Grand County Commission fully supports the application of the Grand County Active Transportation and Trails Division for a Recreation Trails Program (RTP) grant. The Commission recognizes that the area's trail network, developed with support from the RTP grant program, is an essential part of the local economy and contributes to residents' quality of life. This grant would enable the Trails Division to complete needed upgrades and improvements to the trail network, enhancing the quality of recreation opportunities for visitors and locals alike.

Visitation and the popularity of Grand County's non-motorized trail network has grown steadily over the past decade, and the spike in visitation during the end of last year was unprecedented. As visitation increases, so does the demand for maintenance to preserve a high-quality recreation experience. In 2019, Grand County demonstrated its commitment to long-term maintenance of the trail network by establishing the Trails Division as a new county department and associated staff positions. The funding requested in this application will further support this initiative by enabling needed maintenance projects, including repairs to trails damaged by intensive use and upgrades to aging trail infrastructure. These maintenance projects are key to ensuring that as this region's popularity continues to grow, the area's unique outdoor recreation opportunities remain world-class.

Once again, the Grand County Council wholly endorses this Recreational Trails Program grant application. We appreciate your support.

Regards,

Mary McGann
Grand County Commission Chair

CERTIFICATION:

I certify that I am authorized to sign this application and that the information herein provided is, to the best of my knowledge, true and accurate. I further certify that the applicant has the necessary financial resources to fulfill all obligations relative to this project including the cost of operation and maintenance. I further certify that this application is submitted by an official action of the governing board of the applicant agency.

<hr/>	<hr/>
Signature of Authorized Agent / Primary Project Manager (Required)	Date

Director, Grand County Active Transportation & Trails Division

Grand County

<hr/>	<hr/>
Title of Authorized Agent / Primary Project Manager	Agency

<hr/>	<hr/>
Signature of Secondary Project Manager (Required)	Date

Operations Coordinator, Grand County Active Transportation & Trails Division

Grand County

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Title of Secondary Project Manager	Agency

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Signature of Authorizing Agent	Date

Grand County Council Chair

Grand County

<hr/>	<hr/>
Title of Authorizing Agent	Agency

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	31	1	2	3
			8:30am - Chamber 6pm - John Curtis	10:30am - Agenda 11am - Housing 1:30pm - PIO 7pm - Water SSD &		
4	5	6	7	8	9	10
Easter Sunday	Easter Monday 5pm - Airport Board 5pm - Airport Board 5:30pm - Mosquito	8:30am - SARC 4pm - Commission 4pm - Council 4pm - County	10am - DRT Mtg 5:30pm - Mosquito	12:30pm - Motorized 5:30pm - Cany		
11	12	13	14	15	16	17
	12:30pm - Council 4pm - GC PC 4pm - Planning	11am - Trail Mix Mtg 11am - Trail Mix- 2pm - Conservation 3pm - MATC Bd. Mtg 3pm - MATC Meeting 5:30pm - OSTA 9/8 5:30pm - OSTA Mtg 6pm - Cemetery Bd 6pm -	10am - SEC Meeting 1pm - Homeless 6:30pm - Thompson	Tax Day 9am - Agenda 12pm - HASU Bd. 1:30pm - PIO 4pm - Arches SSD 4pm - Solid Waste 7pm - Water SSD &		
18	19	20	21	22	23	24
		9am - EMS SSD Mtg 3pm - Moab Fire 4pm - Council 4pm - County 4pm - TSSSFD Mtg	1:30pm - Perf. Rvw. 5:30pm - Museum 7pm - Rec Board 7pm - Rec. SSD Bd.	CCP Mtg 1pm - SEUALG Mtg		
25	26	27	28	29	30	1
	4pm - Planning	2:30pm - MTPSC 2:30pm - MTPSC	8:30am - Chamber	9am - Agenda 1:30pm - PIO		

Grand County Events not including QSTA											
Date	Size	Daily Attendees per day	# of Locations or Heats per day	Applications Details description of staging and finishing areas and event route	Event name	Location	Event type	DateVerified	Application in process	Permitted	Event Sponsor
1/30/2021	1000				MM Arches Ultra	Seven Mile parking/ Bar M/ Klondike/ Klonzo	50 miles, 50k, Half, 9k foot race	YES	Complete	Yes	Justin and Denise Ricks
2/13/2021	1350				MM Red Hot	Gemini Bridges/poison spider/gold Bar/ Seven Mile Parking	55k & 33kFoot race	Yes	Complete	YES	Justin and Denise Ricks
No informtion researching	400				Moab Thaw	Bar M area	Bike event/ vendor show				
March 12-16	550	Day 1- 550 Day-2 550 Day 3- 550 Day 4- 400 Day 5- 100		30 Volunteers and 550 participants registered. We are requesting more specific details for the COVID Protocol each day. Here are the daily participants.Day 1 -500 Participants, Day 2 -550 participants, Day 3- 550 participants, day 4 -400, day 5- 100 participants not including volunteers. The participants start from their unique accommodations to access routes; never do they have 250 gathered in one place at one time; all cyclists beginning at 8:00 am and 8:30 am each day (this timing gap of 30 minutes is in addition to the participants starting from unique accommodations located well over 1/2 mile from each other, there is no starting line, All water/packaged food stops are	Skinny Tire Festival	Bike Path, hwy 191,313,279,128, ANP, DHPSP	Bike race	Yes	Complete	Yes	Beth
3/20/2021	250	Day 1, 8 volunteers and 175 participants Day 2, 25 Volunteers and 250 participants	10 runners start every 60 seconds	Runners not to approach start line area until 5 munutes before the start of their wave. They must remain at their vehicles, Spectators are not allowed. Runners will be informed ahead of time about guidelines. Everyone to wear masks unless running, eating or drinking. Noncompliance means disqualification	MM Canyonland Half Marathon	Hwy 128, lions park	foot race	Yes	Complete	Yes	Justin and Denise Ricks
3/27/2021	250	Day 1, 12 Volunteers and 250 Participants. Runners will regsiter beforehand and those who register on the day of , tables are set up 6 ft apart and cones are set up for the line 6 ft apart with volunteers making sure directions are followed.	Runners will be started in waves in order to seperate them.	Planned for Social Distancing at packet pickup and use signs to inform runners of proper social distancing guidelinews. The start line will be arranged to allow for social distancing by using chip timing. Runners will be sarterd in waves in order to seperate them. They are told not to approach the start line area until 5 minutes befere the start of their wave. They must remain at their behicles. Spectators are not allowed on the course. Runners will be informed ahead of time about guidelines. All individuals must wear theri mask unless they are running or eating/drinking. Non Compliance means a disqualification.	MM Behind the Rocks Ultra	Behind the rocks, Amasa, Kane creek	running event	Yes	Complete	Yes	Justin and Denise Ricks
April 10-12 2021	220				Trans Rockies Moab Rocks	Swanny Park/ Klondike /Porcupine Rim/ Mag 7	3 day bike race				Kevin McDonald
	300				Fallen Peace officer	Fallen peace officer trail	UTV poker run			Canceled	

			Runners will not exit their vehicles. The start line will allow for social distancing by using chip timing and small wave starts.	Packet pickup will be drive thru only. Runners will not exit their vehicle. Runners will be informed ahead of time about guidelines in race guide and pre-race emails, and will be well informed. Masks will be required when runners are not running or eating/drinking. Signs will be placed at race and at aid stations to remind runners. Race announcer is also a race director. Runners will be reminded about mask and distancing guidelines throughout the event. There are no confined areas at the event.							
4/17/2021	300	Day 1 - 5 Volunteers and 150 Participants. Day 2 - 25 Volunteers 30 Spectators and 300 Participants.			MM Amasa Back	Amasa Back	running event	Yes	Completed	Yes	Justin and Denise Ricks
April 22-25	Canceled				Car Show	Swanny City	Car Show	Canceled			
April 29 - May 4	700				Building Man	Jenkstar Ranch Green River		Yes			
May 1, 2021	250			lot closest to access of bike path. VVe will	Gran Fondo	Hwy 128, loop Rd, Spanish Valley	bike race	Yes	Yes		
May 1 - May 8	100				Jeep Wrangler TJ Fest		Jeep Event	Yes	Yes		Chris Jumonville
					FMCA	Old Airport	RV				
					Back of Beyond SUP race	Colorado river/ Kens Lake?	Paddle board race				
May 20-22 2021	450			in Fruita Colorado, using primarily BLM gravel	Co2uT Gravel Race	Fruita/Moab	Cycling Event	Yes	Yes		Morgan Murri
Memorial Day Weekend					May 29th through May 31st						
					Moab Arts Festival	Swanny City	Art festival				
6/5/2021	500				MM Thelma and Louise Half	Dead horse	Half marathon/relay	Yes			Justin and Denise Ricks
					Dawg Days of Summer	Old City Park	BBQ, Concert, Fundraiser				
8/7/2021	200				Vigilanties Car Show	OSTA	Car Show				Mike McCurdy
					Free Concert Series	Swanny City Park	Concert				
August 13-14					UTE 100	La Sal Mountains, Mount Peal inn	foot race	Yes			Sean Run Bum Blanton
	700				Moab Music Festival	Westwater	Music Festival				Erin Groves
September 18-19	600				Moab Century Tour	Hwy 128, 313	Bike race	Yes			Beth
September 24th- 25th	1200-1400				Utah High School Cycling League - South Region	Bar M area	Cycling Event	YES			Ginger Hall
	200				Skydive boogie	CNY, Mineral bottom, Sorrel River	sky diving				
October 1-3 2021					Outerbike	Bar M area	Bike event/ vendor show	Yes			Sean Hayes
					Banff Mountain Film	High School	Film Festival				
					Rock and Gem Show	OSTA	Rock Show				
Oct 8-12 2021	250				Moab 240	Hidden vally, Kane creek, Hurray	240 mile race	Yes			Samantha De La Vega
10/10/2021	700				MM Arches Half Marathon	County	running event	Yes			Justin and Denise Ricks
October 15-18	300				Trans Rockies Moab Rocks	Rim/ Mag 7	3 day bike race	YES			Kevin McDonald
October 30-31					Desert Gravel Race Co2Ut	Fruita to Moab	Cycling Event	YES			Morgan Murri
					HoDown	Amasa Back	Bike Race				
					Folk Festival	GCHS, Star Hall, Ball Fields	Music event				
	2000				Moab Trail Marathon	Creek, Amasa, Behind the Rocks	running event				Danelle Ballengee
11/20/2021	1800				MM Deadhorse Ultra	Bar/ Seven Mile Parking	running event	Yes			Justin and Denise Ricks
	700				GGYB Highline Gathering	Fruit Bowl	Slack line				Daniel Walsh
	380				MM Winter Sun 5k	Golf Course to High School	5k foot race				Justin and Denise Ricks

Date	Size	Event Name	Location	Event Type	Date Verified	Does this event require a SEC Permit	Date Permitted	Other Info	Reoccurring event Yes or No
February	80	Dog Agility	OSTA - Main Arena	Dog agility	Cancelled for 2021	No			YES
March - May	20-50	Soccer	Soccer Fields	Sporting Event	Reoccurring event	No		Daily Practices including games through the week and on weekends	Yes
March - May	20-50	Baseball	Baseball Fields	Sporting Event	Reoccurring event	No		Daily Practices including games through the week and on weekends	Yes
March	300 +	Team Rubicon	OSTA - Full Facility	special Training	Postponed @ this time	Yes			NO
March 27th-April 4th	1000+	Jeep Safari	OSTA - Full Facility w/ Trails	Jeep Event	Approved w/ Commission 2-16-21	Yes	03/18/2021	On OSTA Calendar & Trail Permits for 10 Years	YES
April 4th	210	Evoke Life	OSTA - Pavilion	Easter Church Services	2020	Yes	03/18/2021		YES
April 5th - 9th	20	Rigging for Rescue	OSTA - Conference room	Training	Reoccurring event	No			YES
April 9th	25	Moab Fire Dept.	OSTA - Ballfield rd/ Scorekeeper bldg.	Training	Feb. 2021	No			YES
April 12th - 18th	250	Cruise Moab	OSTA - Main Arena, Camping, Trails	Toyota	Reoccurring event	Yes	03/18/2021	On OSTA Calendar & Trail Permits for 10 Years	YES
April 17th	250	Fallen Peach Officer	OSTA - Pavilion	Ceremony	Cancelled for 2021 Reoccurring event	Yes			YES
April 23rd - 26th	50	K9 Knows Work	OSTA - Main Arena, Pavilion, Score Keeper	K9 Competition	Nov. 2020	No			YES
April 29th - May 2nd	25	Mandy Rush Barrel Race Clinic	OSTA - Main Arena	Clinic	Reoccurring event	No			YES
April 30th	250	Bronco Safari	OSTA - Pavilion, Trails	Bronco	Reoccurring event	Yes			YES
May 3 - 7	80-100	Private Government	OSTA - Main Arena	Private - Government	Reoccurring event	No			YES
May TBD	250-300 Vehicles	Pop-up Drive in Movie	OSTA - Soccer Fields	Movie	Tentative dates held in May	Yes			NO
May 23rd	80-100 Vehicles	Gone Moab	OSTA - Main Arena	Nissan Event	Cancelled for 2021Reoccurring event	Yes			YES
May 28th-31st	200	Barrels 4 Bucks	OSTA - Main Arena	Barrel Racing	Cancelled for 2021	Yes			YES
June 4th - 6th / OCTOBER TBD	-	Canyolands PRCA Rodeo	OSTA - Main Arena	Rodeo	Tent. Oct 1st - 3rd on hold (most likely using these dates)	Will Advise		Has a Grand County Resolution in place.	YES
June 12th		Private Wedding	OSTA - Pavilion	Wedding		No			YES
June 12th	60	Youth M.U.L.E.Y.	OSTA - Main Arena	Youth Outdoors Clinic	Reoccurring event	No			YES
June 15th - 19th	30	Wilderness Adventures	OSTA - Main Arena	Youth Training	Reoccurring event	No			YES
August 7th	200	Car Show Name TBD	OSTA - Soccer Fields	Car Show	Feb. 2021	Yes			YES
September 3rd -6th	200 +	Barrels 4 Bucks	OSTA - Main Arena	Barrel Racing	Reoccurring event	Yes			YES
September 12th-18th		Solihul Society	OSTA - Main Arena, Camping, Trails	Land Rover	2019	Yes		This event happens every other year.	YES
September 24th - 26th	200	Barrels 4 Bucks	OSTA - Main Arena	Barrel Racing	Reoccurring event	Yes			YES
October 2	100	Frisbee Tournament	OSTA - Soccer Fields	Frisbee	Reoccurring event	Yes			YES
October 8th - 10th	50	Moab Fire Dept. w/ UVU Fire	OSTA - Ballfield rd/ Scorekeeper bldg.	Fire Certification	Reoccurring event	No			YES
October 8th - 10th	200+	Points and Pebbles Gem Show	OSTA - Main Arena	Rock Show	Reoccurring event	Yes			YES
October 15th - 16th	1000	PGP Auto Show	OSTA - Soccer Fields & Pavilion	Car Show	Feb. 2021	Yes			YES
October 18th - 22nd	25	Rigging for Rescue	OSTA - Conference room	Training	Reoccurring event	No			YES
October 21st - 23rd	200	Jeep Jamboree	OSTA - Main Arena & trails	Jeep Event	Reoccurring event	Yes			YES
October 22nd - 24th	200	Barrels 4 Bucks	OSTA - Main Arena	Barrel Racing	Reoccurring event	Yes			YES
October 27th - 29th	25	Jeep Jamboree	OSTA - Pavilion & Trails	Intro to 4x4 driving Jeep	Feb. 2021	No			YES
October 31st	1000+	Trunk or Treat	OSTA - Ballfield road	Halloween trick or treating	Reoccurring event	Will Advise			YES
March 28th - April 2, 2022	1000+	Trail Fest	OSTA - Full Facility, Race in County	Running Expo	Jan. 2021	Yes			
April 19th - 22nd, 2022	100+	Jeepster Commando	OSTA - Main Arena, Trails	Jeep	2019	Yes			

Item: W

Moab, Utah

March 2, 2021

The County Commission (the “Commission”) of Grand County, Utah, met in regular session by electronic means on March 2, 2021, at the hour of 4:00 p.m., with the following members of the Commission being present:

Mary McGann	Chair
Gabriel Woytek	Vice-Chair
Evan Clapper	Commission Member
Jacques Hadler	Commission Member
Trisha Hedin	Commission Member
Sarah Stock	Commission Member
Kevin Walker	Commission Member

Also present:

Quinn Hall	Clerk/Auditor
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Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, a Certificate of Compliance with Open Meeting Law with respect to this March 2, 2021 meeting was presented to the Commission, a copy of which is attached hereto.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Commissioner Kevin Walker and seconded by Commissioner Jacques Hadler, was adopted by the following vote:

Aye: Clapper, Hadler, Hedin, McGann, Stock, Walker, Woytek

Nay:

The Resolution is as follows:

GRAND COUNTY, UTAH
RESOLUTION NO. 3265 (2021)

A RESOLUTION OF THE COUNTY COMMISSION OF GRAND COUNTY, UTAH (THE "COUNTY") AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$57,000,000 AGGREGATE PRINCIPAL AMOUNT OF THE COUNTY'S HOSPITAL REVENUE AND REFUNDING BONDS (MOAB REGIONAL HOSPITAL PROJECT), SERIES 2021 TO REFUND CERTAIN OUTSTANDING OBLIGATIONS AND TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF IMPROVEMENTS TO MOAB REGIONAL HOSPITAL AND THE ADJACENT MEDICAL OFFICE BUILDING AND RELATED IMPROVEMENTS (COLLECTIVELY, THE "PROJECT"); PROVIDING FOR THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED AND A NOTICE OF PUBLIC HEARING; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AND RELATED MATTERS.

WHEREAS, the County is authorized by the Industrial Facilities and Development Act, Chapter 17, Title 11, Utah Code Annotated 1953, as amended, (the "Act") to issue revenue bonds for the purpose of defraying the cost of financing, acquiring, constructing, equipping and furnishing land, buildings, facilities and improvements which are suitable for use for any business purposes; and

WHEREAS, the Act provides that a county may issue revenue bonds for the purpose of using substantially all of the proceeds thereof to pay or to reimburse a company for the costs of the acquisition and construction of the facilities of a project and that title to or in such facilities may at all times remain in the company and in such case the bonds of the municipality shall be secured by a pledge of one or more notes, debentures, bonds or other secured or unsecured debt obligations of the company; and

WHEREAS, Moab Valley Healthcare, Inc. d/b/a Moab Regional Hospital, a Utah nonprofit corporation (the "Borrower") has requested the County to adopt a resolution authorizing the issuance and sale of the County's Hospital Revenue and Refunding Bonds (Moab Regional Hospital Project), Series 2021 (the "Bonds"), with such other title or designation as may be determined, the proceeds of which will be used to (a) refund all or a portion of the County's outstanding FHA Insured Mortgage Hospital Revenue Bonds (Moab Regional Hospital Project), Series 2009 and the Supplemental Mortgage Note dated as of June 24, 2010, executed by the Borrower in favor of U.S. Bank National Association (collectively, the "Refunded Obligations") and (b) finance all or a portion of the costs of the acquisition, construction, reconstruction, remodeling, replacement, equipping and furnishing of (i) an approximately 8,500 square foot addition to the Moab Regional Hospital, (ii) an approximately 18,600 square foot addition to the office medical building adjacent to the Moab Regional Hospital (the "Moab Regional Hospital Complex"), (iii) an approximately 2,500 square foot new mental health and addiction

medicine building including medication-assisted treatment on a site proximate or adjacent to the Moab Regional Hospital and the Moab Regional Hospital Complex, (iv) approximately 2,600 square feet of existing space at the Moab Regional Hospital Complex, (v) approximately 15,000 square feet of existing space at the Moab Regional Hospital and (vi) related improvements to the Moab Regional Hospital and the Moab Regional Hospital Complex sites (collectively, the “Project”); and

WHEREAS, the Bonds shall be special limited obligations of the County payable solely from and secured by revenues, rights, interests and collections pledged by the Borrower and shall not constitute nor give rise to a general obligation or liability (legal or equitable) of the County or of the State of Utah or of any subdivision thereof or a charge against its general credit or taxing power; and

WHEREAS, the County has determined that it would be in furtherance of the purposes of the County and the Act, and in the public’s best interest, to issue not more than \$57,000,000 of the Bonds, for the purpose of refunding the Refunded Obligations and financing the acquisition, construction, and equipping of the Project; and

WHEREAS, Section 11-17-16 of the Act provides for the publication of a Notice of Bonds to be Issued, and the County desires to publish such a notice at this time in compliance with the Act with respect to the Bonds and to give notice of a public hearing to be held by the County with respect to the Bonds;

THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF GRAND COUNTY, UTAH, AS FOLLOWS:

Section 1. All terms defined in the foregoing recitals hereto shall have the same meanings when used herein.

Section 2. All action heretofore taken (not inconsistent with the provisions of this Resolution), by the County and by the officers of the County directed toward the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 3. In order to refund the Refunded Obligations and to finance the acquisition, construction and equipping of the Project with the resulting public benefits which will flow therefrom, the County hereby expresses its intent to issue the Bonds pursuant to the provisions of the Act in a principal amount presently estimated not to exceed \$57,000,000, subject to the County Commission adopting a final bond resolution approving documentation for such Bonds.

Section 4. The County will loan the proceeds of the Bonds to the Borrower pursuant to a loan agreement or other financing document between the County and the Borrower whereby such entity will be obligated, among other things, (i) to make payments to the County or the purchaser of the Bonds in amounts and at times sufficient to pay the principal of and premium, if any, and interest on all of the Bonds and (ii) to provide, or cause to be provided, collateral or other security to secure payment of the Bonds in such manner and in such amounts as the purchaser of the Bonds deems

appropriate. The County has not authorized the pledge of its credit for the payment of the Bonds or the financing of the Project.

Section 5. The County hereby expresses the intent to reimburse the Borrower for costs of the Project determined to be qualified for reimbursement pursuant to the provisions of Treasury Regulation Section 1.150-2. Notwithstanding anything herein contained to the contrary, the County shall have no liability to the Borrower for any costs or funds advanced if the Bonds are not issued.

Section 6. The Commission hereby finds and determines that it is in the best interests of the County for the County to issue not more than \$57,00,000 aggregate principal amount of its Hospital Revenue and Refunding Bonds (Moab Regional Hospital Project), Series 2021 (with such other designation as may be determined by appropriate officers of the County) for the purpose of refunding the Refunded Obligations, financing the acquisition, construction, and equipping of the Project to be located in the County and paying related expenses.

Section 7. The County hereby authorizes and approves the issuance and sale of the Bonds pursuant to the provisions of this Resolution and a Final Bond Resolution to be adopted by the Commission authorizing and confirming the issuance and sale of the Bonds.

Section 8. In accordance with provisions of the Act and in order to comply with Section 147(f) of the Internal Revenue Code of 1986, as amended, the Commission hereby authorizes the Clerk/Auditor to publish a "Notice of Bonds to be Issued and of Public Hearing" (i) one time in the Times Independent, a newspaper of general circulation within the County, at least fourteen (14) days prior to April 6, 2021, the hearing date set forth in said Notice, (ii) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended, and the Commission will meet in public session on April 6, 2021 to receive public comment on the proposed issuance of the Bonds. The Clerk/Auditor shall also cause a copy of this Resolution to be kept on file in his/her office in Moab, Utah, for public examination during the regular business hours of the County until at least thirty (30) days from and after the date of publication thereof. The Notice of Bonds to be Issued and of Public Hearing is in substantially the following form:

NOTICE OF BONDS TO BE ISSUED
AND OF PUBLIC HEARING
COUNTY COMMISSION OF GRAND COUNTY, UTAH

WITH RESPECT TO
NOT TO EXCEED \$57,000,000
HOSPITAL REVENUE AND REFUNDING BONDS
(MOAB REGIONAL HOSPITAL PROJECT)
SERIES 2021

NOTICE IS HEREBY GIVEN that on March 2, 2021, the County Commission of Grand County, Utah (the "County") adopted a resolution (the "Resolution") declaring its intent to issue hospital revenue and refunding bonds in an aggregate principal amount not to exceed \$57,000,000 (the "Bonds") and to mature on or prior to December 31, 2024, pursuant to the Utah Industrial Facilities and Development Act, Title 11, Chapter 17, Utah Code Annotated 1953, as amended (the "Act"). Pursuant to the Resolution, the County proposes to lend the proceeds of the Bonds to Moab Valley Healthcare, Inc. d/b/a Moab Regional Hospital, a Utah nonprofit corporation (the "Borrower"), pursuant to the terms of a loan agreement (the "Loan Agreement"), for the purpose of (1) refinancing all of the County's outstanding FHA Insured Mortgage Hospital Revenue Bonds (Moab Regional Hospital Project), Series 2009, issued in the original principal amount of \$29,857,000 for the purpose of financing a portion of the acquisition, construction, equipping and furnishing of an approximately 56,000 square foot, 17-bed, new hospital facility for the Borrower ("MRH") and related improvements, including but not limited to an approximately 12,000 square foot medical office building ("MRHC") adjacent to MRH (collectively, the "2009 Improvements"); (2) refinancing all of the outstanding Supplemental Mortgage Note dated as of June 24, 2010, executed by the Borrower in favor of U.S. Bank National Association, issued in the original principal amount of \$1,500,000 for the purpose of financing the construction of additional useable square footage for MRHC (the "2010 Improvements"); (3) financing all or a portion of the acquisition, construction, reconstruction, remodeling, replacement, equipping and furnishing of (i) an approximately 8,500 square foot addition to MRH, (ii) an approximately 18,600 square foot addition to MRHC, (iii) an approximately 2,500 square foot new mental health and addiction medicine building including medication-assisted treatment (e.g. Methadone, suboxone, etc.) on a site proximate or adjacent to MRH and MRHC, (iv) approximately 2,600 square feet of existing space at MRHC, (v) approximately 15,000 square feet of existing space at MRH, and (vi) related improvements to the MRH and MRHC sites (collectively, the "2021 Improvements," and together with the 2009 Improvements, and the 2010 Improvements, the "Improvements"); and (4) financing capitalized interest and costs of issuing the Bonds (such purposes, the "Project"). The Improvements are or will be located at 450 Williams Way, Moab, Utah, and sites proximate or adjacent thereto, and are or will be owned and operated by the Borrower.

The Bonds shall be issued pursuant to a resolution of the County and the Loan Agreement, and the principal amount, interest rate or rates, maturity and discount, if any,

on the Bonds will not exceed the respective maximums authorized by the County. The Bonds will be special obligations of the County payable solely from amounts provided by the Borrower. The Bonds and the interest thereon will not be a general obligation debt of the County, the State of Utah or any political subdivision thereof, and none of the County, the State of Utah or any political subdivision thereof will be liable thereon. The issuance of the Bonds shall not directly, indirectly or contingently, obligate the County, the State of Utah or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Copies of the Resolution and the Loan Agreement are on file in the offices of the County, where they may be examined Monday through Friday (except on legal holidays) from 8:00 a.m. to 5:00 p.m. for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that the County will meet electronically on April 6, 2021, at 4:00 p.m., Mountain Standard Time, via Zoom to receive input from the public with respect to the issuance of the Bonds and the financing and refinancing of the Improvements and the Project. The public may participate by visiting <https://us02web.zoom.us/j/86716252356?pwd=UDd0dDF0bTdjODQ5UmNoWjNjU1VaZ09>, or calling 1-346-248-7799, meeting ID 867 1625 2356, passcode 279317. All members of the public are invited to attend virtually and participate in the public hearing described above. Written comments may be submitted to the County at 125 East Center, Moab, Utah, attention County Administrator. Written comments should be mailed in sufficient time to be received before the public hearing. Additional information can be obtained from the County at its office. Subsequent to the public hearing, the County Commission of the County will consider approving the issuance of the Bonds.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days after the date of publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Loan Agreement or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

Date: March 4, 2021

COUNTY COMMISSION OF
GRAND COUNTY, UTAH

/s/ Quinn Hall
Clerk/Auditor

Section 9.

If any provisions of this resolution should be held invalid, the invalidity of such provision shall not affect the validity of any of the other provisions of this resolution.

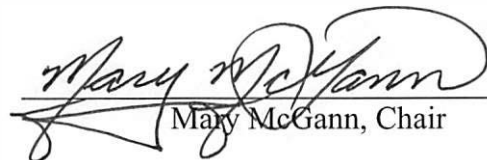
Section 10. No member of the Commission of the County or employee of the County has any interest, direct or indirect, in the transactions contemplated by the County as described herein.

Section 11. The County hereby reserves the right to opt not to issue the Bonds for any reason.

Section 12. All resolutions of the County or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency.

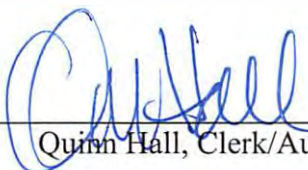
Section 13. This resolution shall become effective immediately upon its adoption.

ADOPTED BY THE COUNTY COMMISSION OF GRAND COUNTY, UTAH
THIS MARCH 2, 2021.


Mary McGann, Chair

(SEAL)

ATTEST:


Quinn Hall, Clerk/Auditor

STATE OF UTAH)
 :ss.
COUNTY OF GRAND)

I, Quinn Hall, the undersigned duly appointed, qualified and acting Clerk/Auditor of Grand County, Utah (the "County"), do hereby certify:

1. The foregoing pages are a true, perfect and complete copy of a resolution duly adopted by the County Commission (the "Commission") of the County during proceedings of the Commission, had and taken at a lawful regular meeting of said Commission held at the County offices in Moab, Utah, on March 2, 2021, commencing at the hour of 4:00 p.m., as recorded in the regular official book of the proceedings of the County kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

2. All members of said Commission of said County were duly notified of said meeting, pursuant to law.

3. I further certify that the Resolution, with all exhibits attached, was deposited in my office on March 2, 2021, and that pursuant to the Resolution, a Notice of Bonds to be Issued and of Public Hearing will be published:

(i) in the Times Independent, a newspaper having general circulation in the County, with said publication being no less than fourteen (14) days prior to said hearing, and with the affidavits of said publication, when available, attached hereto;

(ii) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended, no less than fourteen (14) days prior to said hearing; and

(iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended, no less than fourteen (14) days prior to said hearing.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this March 2, 2021.

By: 
Quinn Hall, Clerk/Auditor

(SEAL)

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Quinn Hall, the undersigned Clerk/Auditor of Grand County, Utah (the "County") do hereby certify, according to the records of the County in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the March 2, 2021, public meeting held by the County Commission as follows:


(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the County on _____, 2021, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Times Independent, on _____, 2021; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the 2021 Notice of Annual Meeting Schedule for the County Commission, in the form attached hereto as Schedule 2, was given specifying the date, time and place of the regular meetings of said Commission to be held during the year, by causing said Notice to be (i) posted on _____, 2021 at the principal office of the Commission, (ii) provided to at least one newspaper of general circulation within the County on _____, 2021 and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this March 2, 2021.



Quinn Hall, Clerk/Auditor

(SEAL)

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

Entity: Grand County

Body: Grand County Commission

Subject:	Political Subdivisions (Local Issues)
Notice Title:	Regular Meeting - Amended
Meeting Location:	Held virtually on Zoom and on YouTube, see instructions for public comment Moab UT 84532
Event Date & Time:	March 2, 2021 March 2, 2021 04:00 PM
Description/Agenda:	<p>Held virtually on Zoom and live on YouTube. Dial: (669) 900 - 6833 Meeting ID: 867 1625 2356 # Password (if needed): 279317 Link: https://us02web.zoom.us/j/86716252356?pwd=UDd0dDF0bTdjODQ5UmNoWjNjU1Vadz09 WATCH ON YOUTUBE - search for: 'GRAND COUNTY UTAH GOVERNMENT' https://www.youtube.com/c/GrandCountyUtahGovernment</p> <p>Agenda - AMENDED 4:00 p.m. Call to Order Presentations A. Presentation and update from South Eastern Utah Health Department (SEUHD) on COVID-19 and vaccination efforts in Grand County (Brady Bradford, SEUHD Health Director) General Business- Action Item- Discussion and Consideration of: B. Extending the state of local emergency and public health order, to expire on June 15, 2021 (Christina Sloan, County Attorney and Brady Bradford, SEUHD Health Director) Citizens to Be Heard (and again at approximately 6:00 pm) We are receiving public comments by phone and online through Zoom. Dial: (669) 900 - 6833 Meeting ID: 867 1625 2356 # Password (if needed): 279317 Link: https://us02web.zoom.us/j/86716252356?pwd=UDd0dDF0bTdjODQ5UmNoWjNjU1Vadz09 Please note that when joining the meeting, you will be placed in a waiting room and will be added to the meeting by the moderator. Your comments will be recorded and on YouTube. (Unmute for public comment: *6)</p>

Approval of Minutes (Quinn Hall, Clerk/Auditor)

C. February 16, 2021 (Regular County Commission Meeting)

Ratification of Payment of Bills

Commission Member Disclosures

General Commission Reports and Future Considerations

Elected Official Reports

Commission Administrator Report

Department Reports

D. Report on Canyonlands Regional Airport (Andy Solsvig, Airport Director)

General Business- Action Items- Discussion and Consideration of:

E. Adopting Resolution amending the Bylaws of the Planning Commission (Chris Baird, Commission Administrator)

F. Approving Revised High Density Housing Overlay Rules & Regulations (Christina Sloan, County Attorney)

G. Adopting Resolution approving Sky Retreat Minor Record Survey in the Westwater Area (Parcel No. 04-0025-0089) (Christina Sloan, County Attorney)

H. Consideration for adoption of a Resolution authorizing the issuance and sale of not more than \$57,000,000 aggregate principal amount of the County's hospital revenue and refunding bonds, series 2021 to refund certain outstanding obligations and to finance the acquisition, construction and equipping of improvements to Moab Regional Hospital and the adjacent medical office building and related improvements; and related matters (Chris Baird, Commission Administrator)

I. Amending Ordinance no. 617 and Chapter 1.16 of the general Grand County Ordinances to establish consistency with County timeframes and procedures for Administrative Hearings (Christina Sloan, County Attorney)

J. Adopting Ordinance repealing and replacing Ordinance Nos. 38, 43, 146, 210, 251, 265, 294, 329, and 359 to update Title 5 of the Grand County General Ordinances (Business Licenses and Alcohol Regulations) (Christina Sloan, County Attorney)

Consent Agenda- Action Items

K. Filling vacancies on Regional Transportation Plan stakeholder's group (Commissioner Clapper)

Consent Agenda- Action Items

L. Ratifying the Chair's signature on Standard Forms 424 (SF 424) for Airport Coronavirus Response Grant Program applications for Canyonlands Regional Airport

Discussion Items

M. Legislative Update (Christina Sloan, County Attorney)

N. Discussion on noise enforcement (Christina Sloan, County Attorney and Commissioner Walker)

O. Calendar items and special events (Mallory Nassau, Associate Commission Administrator)

Public Hearings- Possible Action Items

Closed Session(s) (if necessary)

1. Character, Professional Competence or Physical or Mental Health of an Individual

Adjourn

Notice of Special Accommodations:

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

Notice of Electronic or telephone participation:

Held virtually on Zoom and live on YouTube. Dial: (669) 900 - 6833 Meeting ID: 867 1625 2356 # Password (if needed): 279317
Link: [https://us02web.zoom.us/j/86716252356?](https://us02web.zoom.us/j/86716252356?pwd=UDd0dDF0bTdjODQ5UmNoWjNjU1Vadz09)

pwd=UDd0dDF0bTdjODQ5UmNoWjNjU1Vadz09 WATCH ON YOUTUBE - search for: 'GRAND COUNTY UTAH GOVERNMENT'

<https://www.youtube.com/c/GrandCountyUtahGovernment> 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.

Other information:

Contact Information:

Mallory Nassau, Assistant Council Administrator
(435)259-1346
council@grandcountyutah.net

Posted on:

February 26, 2021 03:45 PM

Last edited on:

March 01, 2021 12:03 PM

Printed from Utah's Public Notice Website (<http://pmn.utah.gov/>)

SCHEDULE 2

ANNUAL MEETING SCHEDULE

GRAND COUNTY 2021 MEETING SCHEDULE

NOTICE IS HEREBY GIVEN of the 2021 regularly scheduled meetings for the Grand County Commission and its Boards, Commissions and Committees. Meeting dates, times and locations are subject to change. The annual schedule for the Grand County Commission and its Local and Special Service Districts is published separately.

BOARD, COMMISSION, OR COMMITTEE	MEETING DATE	MEETING TIME	LOCATION
Airport Board	Monthly 1 st Monday (2 nd Monday if 1 st is a holiday)	5:00 PM	County Chambers 125 E Center St
Boundary Commission	As needed		
Budget Advisory Board	As needed		
Castle Valley (CV) Fire Protection, Grand County Special Area	Monthly 2 nd Thursday	7:00 PM	CV Fire Station 1, Loop Road or CV Fire Station 2, CV Drive
Children's Justice Center Advisory Board	Quarterly- 2 nd Tuesday except Oct. will be 3 rd Tuesday Jan., April, July & Oct.	12:00 PM	Fire Dept.
Council on Aging	Every other month (starting Feb) 2 nd Monday	12:30 PM	Grand Center, 182 N 500 W
County Commission	Semi-monthly 1 st & 3 rd Tuesday except Nov. mtg will be 1 st Wednesday Administrative Meetings, if needed, 5 th Tuesdays @ 9:00 am	4:00 PM	County Chambers 125 E Center St
Economic Development Advisory Board	Jan. 28, then 3 rd Thursday quarterly: March 18, June 17, Sept 16, Dec 16	3:00 PM	County Chambers 125 E Center St
Historical Preservation Commission	Every other month, starting January 2 nd Friday Jan, March, May, July, Sept, Nov	10:00 AM	Grand Center 182 N 500 W
Housing Authority of Southeastern Utah Board	Monthly 3 rd Thursday	12:00 PM	City Chambers
Library Board	Every Other Month beginning Jan. 2 nd Thursday Jan, Mar, May, July, Sept, Nov	5:00 PM	Public Library 257 E Center St
Moab Trailings Project Steering Committee	Quarterly 4 th Tuesday Jan 26, April 27, July 27, Oct 26	3:00 PM	County Chambers 125 E Center St
Motorized Trails Committee	Monthly 2 nd Thursday	12:15 PM	Grand Center 182 N 500 W
Old Spanish Trail Arena Advisory Committee	Monthly 2 nd Tuesday	~ 5:30 PM	OSTA Conf Room 3641 S. Hwy 191
Planning Commission	Bi-Monthly 2 nd & 4 th Monday	4:00 PM	County Chambers 125 E Center St
Safety & Accident Review Committee	Monthly 1 st Tuesday	8:30 AM	County Chambers 125 E Center St
Sand Flats Recreation Area Stewardship Committee	Quarterly 2 nd Thursday on Mar 11, June 10, Sept 9, & Dec 9	3:00 PM	Sand Flats Office 156 East 100 North
Special Events Committee	As needed		County Chambers 125 E. Center Street
Star Mail Advisory Committee	As needed		
Trail Mix Committee	Monthly 2 nd Tuesday	11:00 AM	Grand Center 182 N 500 W
Travel Council Advisory Board	Monthly 2 nd Tuesday, except no meeting in July	3:00 PM	County Chambers 125 E Center St
Weed Control Board (Noxious)	Every other Month 1 st Monday except in July, 2 nd Monday Jan 4, Mar 1, May 3, July 12, Sept 13, & Nov 1	4:00 PM	Grand Center, 182 N 500 W

Proof of Publication

STATE OF UTAH,)
)
County of Grand,) ss.

Zane W. Taylor, being first duly sworn according to law, deposes and says: That he is the publisher of The Times-Independent, a weekly newspaper of general circulation, published every Thursday at Moab, Grand County, State of Utah, and a designated agent of the Utah Press Association; that the notice attached hereto and which is a copy of a

Grand County
2021 Meeting Schedule

which is made a part of this Affidavit of Publication, was published in said newspaper for a period of 1 issues, the first publication date having been made

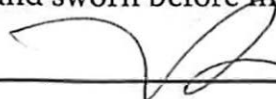
January 7, 2021

; and the last on
; and the said notice was published in each and every copy of said newspaper during the period and time of publication, and that it was published in the newspaper proper and not in a supplement thereof, and that said notice was published on Utahlegals.com on the same day as the first newspaper publication and the notice remained on Utahlegals.com throughout the period and time of print publication.



Publisher

Subscribed and sworn before me this



Notary Public

Residing in Moab, Utah

My Commission Expires



AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

APRIL 6, 2021

Agenda Item: X

TITLE:	PUBLIC HEARING RE. AMENDMENT TO LAND USE CODE SECTIONS 3.1 (USE TABLE) 3.2.3 (COMMERCIAL USE STANDARDS), 3.4.9.H (VEHICLES SALES AND SERVICE), AND 10.2 (DEFINITIONS)
FISCAL IMPACT:	N/A
PRESENTER(S):	Christina Sloan, County Attorney

Prepared By:

Christina Sloan,
County Attorney

FOR OFFICE USE ONLY:

Attorney Review:

Complete

SUGGESTED MOTION: *2/3rds majority vote needed to suspend Commission policy and vote on this item on 4/6*

I move to approve the proposed amendments to Land Use Code Sections 3.1, 3.2.3, 3.4.9.H, and 10.2.

BACKGROUND:

The noise impacts caused by street-legal ATVs, and the community's concern about the same, need no introduction. On October 20, 2020, the County Commission formally initiated proceedings to amend the LUC related to vehicle sales, rentals and leasing and outfitter, guide services and facilities and passed a moratorium on all new ATV business licenses in the County. The statutory deadline to amend the LUC is April 18, 2021; there is no statutory deadline to amend Title 5 (Business Licenses) of the Grand County General Ordinances.

The County's ability to limit the maximum sound pressure levels of ATVs is constrained to some extent by state law; however, the County is also working on an extensive overhaul of its noise Ordinance to aid enforcement.

By contrast, Grand County has broad authority to regulate business within the county. Currently, the County only has five ATV Businesses with 67 total ATV units, with the largest fleet being 26 units.

On March 22, 2021, the Planning Commission held a public hearing on the proposed LUC updates. Two public comments were made, one (citizen) in favor and one (developer and owner of an RV Park), at least partially, in opposition. The Planning Commission unanimously voted favorably to recommend the proposed amendments to Land Use Code with the accompanying proposed updates to Title 5 (Business Licenses). They also voted unanimously to encourage the County Commission to set the maximum sound pressure level for ATV Fleets owned by ATV Businesses as low as possible, as determined by the County Attorney and our noise expert.

It is important to read these LUC updates together with proposed updates to Title 5 (see agenda). Note that the County Attorney had removed the fleet inventory and caravan limitations in the Title 5 draft for the Planning Commission based on a lack of consensus to date on those items. The Planning Commission felt strongly about these requirements and unanimously voted to add them.

ATTACHMENT(S):

1. Ordinance
2. Exhibit A, proposed LUC Amendments recommended by the Planning Commission, redlined against existing LUC

**GRAND COUNTY, UTAH
ORDINANCE _____ (2021)**

**APPROVING AMENDMENTS TO LAND USE CODE SECTIONS 3.1 (USE TABLE)
3.2.3 (COMMERCIAL USE STANDARDS), 3.4.9.H (VEHICLES SALES AND
SERVICE), AND 10.2 (DEFINITIONS)**

WHEREAS, Chapter 27a of Title 17 of the Utah Code authorizes Grand County to enact ordinances, resolutions, and rules and to enter into other forms of land use controls that the County consider necessary or appropriate for the use and development of land within the County, including ordinances, resolutions, rules, and restrictive covenants governing uses; density; open spaces; structures; buildings; energy-efficiency; light and air; air quality; transportation and public or alternative transportation; infrastructure; street and building orientation and width requirements; public facilities;

WHEREAS, Chapter 27a of Title 17 of the Utah Code requires Grand County to provide for the health, safety, and welfare of its residents; improve the peace and good order, comfort, convenience, and aesthetics of the County; protect the tax base; promote the orderly development of urban and nonurban development; and provide fundamental fairness in land use regulation;

WHEREAS, the previously-named Grand County Council (“County Council”) adopted the Grand County General Plan Update (“General Plan”) on February 7, 2012 with Resolution No. 2976;

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

WHEREAS, the Planning Commission is statutorily responsible for making recommendations to the County Council regarding textual amendments to the LUC;

WHEREAS, the Grand County Commission (the “Commission”) desires to amend LUC Sections 3.1, 3.2.3, 3.4.9.H, and 10.2 to establish new use categories in certain zones and related regulations;

WHEREAS, following a Public Hearing held on March 22, 2021, the Grand County Planning Commission voted to forward a favorable recommendation for amending said sections;

WHEREAS, the Commission held a public hearing on April 6, 2021 to solicit public comment on the proposed amendments and voted to approve the same.

NOW, THEREFORE BE IT ORDAINED, that the Grand County Commission hereby amends Sections Sections 3.1, 3.2.3, 3.4.9.H, and 10.2 of the Grand County Land Use Code, in part, in the form stated in the attached ***Exhibit A***.

To immediately preserve the peace and health of the County, its inhabitants, and its visitors, this Ordinance shall take effect immediately upon publication in the *Times Independent* pursuant to Utah Statute § 17-53-208.

PASSED by Grand County Commission in a regular public meeting on April ___, 2021 by the following vote:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

GRAND COUNTY COMMISSION

ATTEST:

Mary McGann, Chair

Quinn Hall, Clerk\Auditor

MAKE ATV BUSINESSES A CONDITIONAL USE IN COMMERCIAL ZONES WITH SPECIFIED CONDITIONS, SUBJECT TO A PERMIT CAP IN TITLE 5 OF THE GENERAL COUNTY ORDINANCES: (IN RED)

Use Table Section 3.1 (relevant selection)

Principal Uses by Zoning District														
Use Category	Specific Use	RESIDENTIAL					NONRESIDENTIAL					Use-Specific Standards		
		S L R	L L R	R R	M F R	R G	N C	G B	R C	R S	H C		L I	H I
Key: P = Permitted by right C = Conditional Use Permit Required ____ Not Permitted (Use-specific Standards and descriptions of Use Categories are provided in 3.2 and 3.4, respectively)														
Commercial Uses (Section 3.4.9)														
Retail Sales and Service	Outfitter, guide service and facility (non-ATV businesses)			C				C	C	C	C			3.2.3K.1
	ATV outfitter, guide service and rentals							C	C		C			3.2.3K.2
	All personal service-oriented uses						P	P	P	C	P	P		
	Building materials, sales and yard							P			P	P		
	Greenhouse or nursery, wholesale or retail										P			
	All other sales-oriented uses						P	P	P					
	Repair services, general										P	P		
	Repair services, limited						P	P			P	P		
	All other repair-oriented uses													
Vehicle Sales and Service	Auto repair garage							C			P	P	P	3.2.3B
	Car wash							P			P	P	P	3.2.3G
	Fuel Service						C	C	P	P	P	P	P	3.2.3H
	Limited vehicle service										P	P	P	
	Vehicle sales, rental or leasing facility (non-ATV sales)							P			P	P		
	ATV sales							C	C		C			3.2.3K.T
	All other vehicle sales & service uses													

Land Use Code Section 3.2.3

K. Outfitters, Guide Services and Facilities

1. General Outfitters, Guide Services and Facilities

- a. **General** outfitters, guide services and facilities shall:

1. Screen all outdoor storage from view off-site with an 8 foot sight obscuring fence;
2. Be prohibited from renting an ATV to their clients or providing an ATV for their client's use as part of the outfitting and guide service; provided, however, this Section shall not be deemed to limit the right of the owner or agent of the Business to transport clients and animals by ATV;
3. Provide an inventory list identifying the make, model, and year of each ATV used in their Business;
4. Comply with the ATV identification and maximum sound pressure level requirements set forth in Section 5.02.020.B and C of the Grand County General Ordinances, as amended.

2. ATV Outfitters, Guide Services and Rentals

- a. ATV outfitter, guide service, and rental businesses may be permitted as conditional uses in the zones identified in LUC Section 3.1 (Use Table) only if the maximum number of permits for ATV Businesses allowed in the County are not met as set forth in Chapter 5.02 of the Grand County General Ordinances, as amended.
- b. All ATV outfitter, guide service, and rental businesses shall comply with the ATV Business Regulations set forth in Section 5.02.020 of the Grand County General Ordinances, as amended, which regulations shall constitute conditions of the conditional use permit.
- c. ATV outfitter, guide service, and rental businesses may sell used ATVs as part of maintenance of their ATV Fleet without being classified as "ATV sales" and without being subject to LUC Section 3.2.3.T.

T. ATV Sales

1. ATV sales may be permitted as conditional uses in the zones identified in LUC Section 3.1 (Use Table) subject to the following condition:
 - a. All ATVs marketed or sold shall be electric models.

Land Use Code Section 3.4.9 H

H. Vehicle Sales and Service

Characteristics: Direct sales of and service to passenger vehicles, light and medium trucks, and other consumer motor vehicles such as motorcycles, boats, and recreational vehicles.		
Examples	Accessory Uses	Uses not included
Alignment shop Auto body shop Auto detailing Auto service facilities Auto upholstery shop Boat and recreational vehicle sales Car washes Full-service, mini-service, and self-service fuel stations Limited vehicle service Manufactured home sales Repair and service of RVs, boats, and light and medium trucks Tire sales and mounting Towing service	Associated offices Sales of parts Towing Vehicle fueling Vehicle storage	Refueling facilities for fleet vehicles that belong to a specific use (See Accessory Use) Retail sales of farm equipment and machinery and earth moving and heavy construction equipment (See Heavy industrial) Vehicle parts sales as a principal use (See Retail Sales and Service) ATV sales

Vehicle sales, rental, or leasing facilities (including passenger vehicles, motorcycles, light and medium trucks, boats, and other recreational vehicles)		
---	--	--

Land Use Code Section 10.2

DEFINITIONS	
Term	Definition
ATV	An all-terrain street-legal vehicle as defined under the Utah Traffic Code, including Utah Code § 41-6a-1509.
ATV Business	A business that sells, rents, or guides ATVs or otherwise provides a client experience involving an ATV, including ATV sales and ATV outfitter, guide service, and rental businesses.
Clustering Development Pattern	A development design technique that concentrates buildings or lots in specific areas on a site to allow the remaining land to be used for recreation, open space, and agricultural uses, or a more efficient use of land and public streets, utilities, and governmental services.
Overnight Accommodations	Except as defined and applied in Section 6.15, short-term accommodations or short-term rentals for a period of less than 30 days. Short-Term Accommodations and Overnight Accommodations may be used interchangeably throughout the Land Use Code.
Short Term Accommodations	Except as defined and applied in Section 6.15, short-term accommodations or short-term rentals for a period of less than 30 days. Short-Term Accommodations and Overnight Accommodations may be used interchangeably throughout the Land Use Code.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

APRIL 6, 2021

Agenda Item: Y

TITLE:	PUBLIC HEARING RE. REPEALING TITLE 11 (NOISE) OF THE GRAND COUNTY GENERAL ORDINANCES AND RELATED ORDINANCE NO. 602 AND ADOPTING NEW TITLE 11 (NOISE POLLUTION)
FISCAL IMPACT:	Unknown fiscal impact for enforcement. If we increase the Justice Court caseload dramatically, we will need a new Deputy County Attorney in GCAO to handle misdemeanor cases.
PRESENTER(S):	Christina Sloan, Grand County Attorney

Prepared By:

Christina Sloan
Grand County
Attorney
435-259-1326
sloan@grandcountyut
ah.net

FOR OFFICE USE ONLY:

**Attorney Review:
COMPLETE**

SUGGESTED MOTION: *2/3rds majority vote needed to suspend Commission policy and vote on this item on 4/6*

I move to repeal Title 11 (Noise) of the Grand County General Ordinances and related Ordinance No. 602 and adopt new Title 11 (Noise Pollution) of the Grand County General Ordinances.

BACKGROUND:

The County's current Noise Ordinance does not address vehicle noise in particular. Meanwhile, the County has received a historic number of complaints regarding ATV noise in the County, in both residential areas and on our public lands, from locals and visitors alike.

In voting against the City's ATV curfew bill in the 2021 General Session, a great emphasis was placed on the City and County's lack of noise enforcement. Thus, the proposed Noise Pollution Ordinance sets maximum sound pressure levels, which may be measured in two different ways, to help address such noise impacts.

ATTACHMENT(S):

1. Proposed Ordinance
2. Exhibit A, redlined

GRAND COUNTY, UTAH
ORDINANCE _____ (2021)

**REPEALING TITLE 11 (NOISE) AND RELATED ORDINANCE 602 AND ADOPTING
TITLE 11 (NOISE POLLUTION) OF THE GRAND COUNTY GENERAL
ORDINANCES**

WHEREAS, Utah Code § 17-50-304 permits Grand County (the “County”) to make and enforce “all such local, police, building, and sanitary regulations as are not in conflict with general laws;”

WHEREAS, Grand County has a direct interest in regulating noise to balance residential, commercial, and tourism interests;

WHEREAS, Grand County has received an increased number of complaints regarding noise pollution in recent years;

WHEREAS, it is in the best interest of Grand County and its citizens if the County establishes regulations to govern noise pollution within the County;

WHEREAS, the previously named Grand County Council held a public hearing on Title 11 (Noise) to solicit input from local residents and visitors on November 19, 2019 and adopted Title 11 on December 3, 2019 in open session of a public meeting via Ordinance No. 602;

WHEREAS, since 2015 and increasingly since the adoption of Ordinance No. 602, the rapid growth of street-legal all-terrain vehicle (“ATV”) tourism in the County has resulted in a sharp increase in noise impacts to the residents of the County during all hours of the day and night;

WHEREAS, numerous studies have found: noise pollution increases anxiety, depression, high blood pressure, heart disease, and stroke; small increases in unwanted ambient sound have significant health effects; and noise aggravates health conditions by inducing higher levels of stress;¹

WHEREAS, at least one additional study has found that people living in areas with more road traffic noise were 25 percent more likely than those living in quieter neighborhoods to have symptoms of depression;²

¹ Floud, *Medication use in relation to noise from aircraft and road traffic in six European countries: results of the HYENA study*, <https://pubmed.ncbi.nlm.nih.gov/21084328/>; Schmidt, *Effect of nighttime aircraft noise exposure on endothelial function and stress hormone release in healthy adults* <https://academic.oup.com/eurheartj/article/34/45/3508/435199>; Hahad, *Annoyance to Different Noise Sources is Associated With Atrial Fibrillation*, [https://www.internationaljournalofcardiology.com/article/S0167-5273\(17\)37174-7/fulltext](https://www.internationaljournalofcardiology.com/article/S0167-5273(17)37174-7/fulltext);

² Orban, *Residential Road Traffic Noise and High Depressive Symptoms after Five Years of Follow-up: Results from the Heinz Nixdorf Recall Study*, <https://ehp.niehs.nih.gov/doi/10.1289/ehp.1409400>

WHEREAS, studies have shown that continuous noise in excess of 30 dB disturbs sleep, which is well documented to be a prerequisite for good physiologic and mental functioning in healthy individuals,³ and the U.S. Environmental Protection Agency sound guidance for the protection of human health and welfare in rural areas is 55 dB;⁴

WHEREAS, during operation on streets and roads, most street-legal ATVs in the state of Utah produce decibel levels louder than 92 dBA as measured at twenty inches (20”) by the SAE J1287 stationary test;⁵

WHEREAS, the Moab valley is narrow and surrounded by sandstone cliffs, which topography increases the impact of ATV tourism on residents and visitors;

WHEREAS, several popular ATV trails are accessed through residential neighborhoods in the City and County, including the vast trail systems located in the Sand Flats Recreation Area and those accessed via Kane Creek Boulevard, Spanish Valley Drive, Spanish Trail Road, Westwater Drive, and Murphy Lane, which increases the impact of ATV tourism on residents and visitors;

WHEREAS, market conditions and the boom in ATV tourism have impacted other recreational user groups and associated economic activity, including mountain biking, hiking, rafting, and climbing, which economic sectors thrive in natural quiet;

WHEREAS, in the Fall of 2020 and through the Winter of 2021, the County received a historical number of public comments objecting to noise impacts from ATV tourism (and related special events);

WHEREAS, Ordinance No. 602 has been ineffective at reducing the impact of ATV noise because it does not provide dbA limits or specify testing procedures; and

WHEREAS, for the reasons articulated above and under the authority set forth herein, the Grand County Commission finds that updating Title 11 to more effectively regulate noise pollution in the county is in the best interest of the public and Grand County’s economy;

³ Jariwala, *Noise Pollution and Human Health: A Review*, https://www.researchgate.net/publication/319329633_Noise_Pollution_Human_Health_A_Review

⁴ Harrison, *Rock Creek Enduro Sound Tests*, Eldorado National Forest, USDA Forest Service Special Report, May 1994.

⁵ *Id.*

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

1. Repeal Title 11 (Noise) and related Ordinance No. 602; and
2. Adopt Title 11 (Noise Pollution) of the Grand County General Ordinances, as follows:

See Exhibit A

ADOPTED by the Grand County Commission in a public meeting on April ___, 2021 by the following vote:

Those voting aye:

Those voting nay: _____

Those absent: _____

GRAND COUNTY COMMISSION

ATTEST:

Mary McGann, Chair

Quinn Hall, Clerk/Auditor

Title 11

NOISE POLLUTION

Chapters:

- 11.01 Purpose; General
- 11.02 Definitions
- 11.03 Noise Disturbance Prohibited
- 11.04 Specific Noise Prohibitions Levels
- ~~11.04 Specific Noise Prohibitions~~
- 11.05 Noise Levels
- 11.06 Motor Vehicles
- 11.06 Exemptions; Exceptions Relief
- 11.07 Enforcement

CHAPTER 11.01

PURPOSE; GENERAL

- 11.01.010 Purpose
- 11.01.020 General Prohibition of Noise
- 11.01.030 Powers and Duties

11.01.010 Purpose.

These regulations establish minimum standards to:

- A. Reduce the making and creation of excessive, ~~unnecessary~~, or unusual ~~ly loud~~ noises in the unincorporated areas of Grand County; and
- B. Prevent excessive, ~~unnecessary~~, or unusual ~~ly loud~~ noises that are prolonged, ~~unusual~~, or unreasonable in their time, place, or use, that affect and are a detriment to public health, comfort, convenience, safety, or welfare of the residents of and visitors to the unincorporated areas of Grand County; and
- C. Secure and promote the public health, comfort, convenience, safety, welfare and the peace and quiet of the residents of and visitors to the unincorporated areas of Grand County.

11.01.020 General Prohibition of Noise.

It is unlawful for any person to produce, continue, or cause to be produced or continued, any Excessive or Unusual Noise during any hours or Loud Noise during Restricted Hours within the unincorporated areas of Grand County that violates this Title.

11.01.030 Powers and Duties.

The Sheriff, **County Attorney**, and Planning and Zoning Administrator, or their official designees, shall be responsible for the administration of these rules and regulations and any other powers vested in them by law and shall make inspections of any premises and issue orders as necessary to effect the purposes of these regulations, and do any and all acts permitted by law that are necessary for the successful enforcement of these regulations.

CHAPTER 11.02

DEFINITIONS

11.02.010 Definitions.

A. “Commercial Zones” shall mean Neighborhood Commercial, General Business, Highway Commercial, Resort Commercial and Resort Special and associated permissible overlays established by the Grand County Land Use Code. Commercial Zones shall not include the Heavy or Light Industrial Zones.

B. “db(A)” shall mean the sound pressure level using the “A” weighting network and the Fast Response on a Sound Level Meter, unless otherwise noted or required by testing standards established by the County.

C. “Device” means any mechanism that is intended to produce, or that actually produces noise when operated or handled.

D. “Domestic Power Tools and Equipment” shall mean any device powered mechanically, by electricity, by gasoline, by diesel fuel or by any other fuel, which is intended to be used, or is actually used for residential construction, repair, and maintenance.

E. “Emergency” means a situation or occurrence which may present an imminent threat to the health, safety or welfare of any person, place or property.

F. “Excessive or Unusual Noise” means any Sound or Noise that exceeds the “Maximum Sound Pressure Levels, db(A), during all hours” set forth in Chapter 11.05 when measured at the distances provided therein as measured on a Sound Level Meter. ~~of standard design and quality on the “A” weighting scale db[A], aka the “A” weighting network.~~

G. “Loud Noise” means any Sound or Noise that annoys or disturbs a reasonable person(s) with normal sensitivities or that injures or endangers the comfort, repose, health, hearing, peace or safety of another person(s), including any Sound or Noise that exceeds the “Maximum Sound Pressure Levels, db(A), during Restricted Hours” set forth in Chapter 11.05 when measured at the distances provided therein as measured on a Sound Level Meter ~~but not limited to those Noises expressly prohibited in Chapter 11.04..~~

H. “Motor Vehicle” means a self-propelled vehicle intended primarily for use and operation on the highways, as defined in Utah Code § 41-1a-102, including street-legal all-terrain vehicles as defined in and regulated by Utah Code § 41-6a-1509. Motor Vehicle and Vehicle may be used interchangeably herein.

I. “Muffler” means an apparatus consisting of a series of chambers or baffle plates designed to transmit gases while reducing sound, or as otherwise defined by Utah law.

J. “Noise” means any sound that is harmful to the health, well-being, or quality of life of humans or animals ~~means any Sound that is unwanted and causes or tends to cause an adverse psychological or physiological effect on human beings.~~

K. “Noise Disturbance” means any sound in an environment which is (a) is harmful to the health, well-being, or quality of life of humans or animals; (b) unreasonably annoys or disturbs a reasonable person of normal sensitivities; or (c) endangers or injures personal or real property. Noise Disturbance constitutes noise pollution.

L. “Off-Highway Vehicle” means every all-terrain type I vehicle, all-terrain type II vehicle, all-terrain type III vehicle, or motorcycle as defined in Utah Code § 41-22-2, including street-legal all-terrain vehicles as defined in and regulated by Utah Code § 41-6a-1509.

M. “Plainly Audible Noise” means any sound that can be detected by a person using his or her unaided hearing faculties. As an example, if the sound source under investigation is a portable or personal vehicular sound amplification or reproduction device, the enforcement officer need not determine the title of a song, specific words, or the artist performing the song. The detection of the rhythmic bass component of the music is sufficient to constitute a plainly audible sound. ~~for which the information content of that noise is unambiguously transferred to the listener, including, but not limited to the understanding of spoken speech, comprehension of whether a voice is raised or normal, or comprehension of musical rhythms.~~

N. “Property Boundary” means an imaginary line at the ground surface, and its vertical extension that separates the real property owned by one person from that property owned by another person.

O. “Residential Property” shall mean any property used for living or dwelling by individuals.

P. “Residential Zones” shall mean the Small Lot Residential, Large Lot Residential, Rural Residential and Multi-Family Residential Zones and

associated permissible overlays established by the Grand County Land Use Code. As used herein, Residential Zone does not include the Range and Grazing Zone.

Q. “Restricted Hours” are from 9 pm to 7 am (and 9 pm to 9 am on Sunday), except during the summer months, defined as May through September, when the Restricted Hours are from 10 pm to 6 am.

R. “Sound” means a temporal and spatial oscillation in pressure, or other physical quantity with interval forces that cause compression or rarefaction of the medium, and that propagates at finite speed to distant points.

S. “Sound Level Meter” or “SLM” means a sound level meter meeting the ANSI S1.4 Type 1 or Type 2 standard for sound level meters, or the IEC 61672 Class 1 or Class 2 standard for sound level meters.

T. “Vehicle” means all Motor Vehicles and Off-Highway Vehicles as defined by Utah Code, Title 41, **including street-legal all-terrain vehicles as defined in and regulated by Utah Code § 41-6a-1509. Vehicle and Motor Vehicle may be used interchangeably herein.**

CHAPTER 11.03

NOISE DISTURBANCE PROHIBITED

11.03.010 Noise Disturbance Prohibited

No person shall make, continue, or cause to be made or continued any Noise Disturbance.

CHAPTER 11.04

SPECIFIC NOISE PROHIBITIONS ~~LEVELS~~

Sections:

11.04.010 ~~Measurement~~ Specific Noise Prohibitions **During Restricted Hours**

11.04.020 **Certain Noises Prohibited on Public Rights-of-Way**

11.04.010 Specific Noise Prohibitions **During Restricted Hours**

Regardless of the Maximum Sound Pressure Level, the following Noise is ~~declared to be Loud Noise and~~ expressly prohibited **outdoors** in Residential or Commercial Zones during the Restricted Hours, unless permitted by Grand County; ~~provided, however, that this Section shall not be construed to exclude other Noise violating this Title 11:~~

A. ~~Horns and Signaling Devices. Sound any horn or signaling device on any Vehicle, except as a danger warning signal as provided by the Utah Vehicle Code;~~

~~B.—Radios, Receivers, Televisions, Stereos, Speakers, Musical Instruments and Similar Devices. Use, operate or permit the use or operation of any radios, receivers, televisions, stereos, speakers, musical instruments, or similar devices for the production or reproduction of Sound if~~

Plainly Audible one hundred feet (100') from a Property Boundary or fifty feet (50') from the source of the Sound if on public property;

B. Public Loudspeakers. ~~Use or operate a loudspeaker~~ or sound amplifying equipment in a fixed or moveable position or mounted upon any sound vehicle ~~on in or upon any street, alley, sidewalk, park, place or~~ public or private property for the purposes of commercial advertising, giving instructions, directions, talks, addresses, lectures, or transmission of music to any persons or assemblages of persons;

C. Animals. ~~Own, keep, possess or harbor any animal or animals~~ that makes frequent or habitual Noise, which prohibition shall apply to all private and public facilities, including any animal facilities that hold or treat animals;

D. Loading Operations ~~within five hundred feet (500') of Residential Property, Load, unload, open, or otherwise handle boxes, crates, containers, garbage containers, or other objects~~ except as necessary for the collection of garbage, waste, refuse or recyclables by an operator approved by Grand County;

E. Domestic Power ~~Tools and~~ Equipment. ~~Operate or permit the operation of any power equipment rated five horsepower or more, including, but not limited to, power saws, lawn mowers, garden equipment, or snow removal equipment for home or building repair or ground maintenance outdoors;~~

F. Fireworks, Explosives, Guns or other Explosive Devices; ~~provided, however, that this provision shall not be construed to permit activities prohibited by other statutes, ordinances, or regulations governing such activity;~~

~~K. Racing Events. Operate, permit, or cause any Vehicle or other motor racing event;~~

G. Powered Model Mechanical Devices. ~~Fly, operate, permit, or fire a model aircraft~~ powered by internal combustion engines, whether tethered or remote-controlled, or a model rocket vehicle, drone or other similar noise-producing devices; ~~or~~ **and**

H. Bells and Alarms. ~~Sound, operate, or permit the sounding or operation of an electronically amplified signal from any burglar alarm, bell, chime, or clock, including but not limited to, bells, chimes, or clocks in schools, houses of religious worship or governmental buildings for longer than five (5) minutes in any hour except in the event of emergency or natural disaster.~~

CHAPTER 11.05

NOISE LEVELS

11.05.010 Noise Levels.

Except as expressly provided herein, no person shall make Noise which creates Excessive **or Unusual Noise during any hours** ~~at any time~~ or Loud Noise during the Restricted Hours, **as set forth in Tables 1, 2 and 3 below.**

Table 1
Motor Vehicles (Stationary/Equipment Test)
Maximum Sound Pressure Levels, db(A)

Measured at a distance of 20'' from Exhaust Outlet at an Angle of 45 degrees		
Motor Vehicle Type	Stationary Test (Equipment Test)	Maximum Sound Pressure Levels during All Hours
ATVs manufactured in 2021 or earlier	SAE J1287 (at 50% of Maximum RPM)	92 db(A)
ATVs manufactured in 2022 or 2023	SAE J1287 (at 50% of Maximum RPM)	90 db(A)
ATVs manufactured in 2024 or later	SAE J1287 (at 50% of Maximum RPM)	88 db(A)
All Other Motor Vehicles weighing less than 6,000 pounds, manufacturer's gross vehicle weight	SAE J1492 (at 50% or 75% of Maximum RPM) throttle test depending on engine type)	88 db(A)
Motorcycles	N/A	See Section 11.06.030

Table 2
Motor Vehicles (Moving/Operational Test)
Maximum Sound Pressure Levels, db(A)

Measured at a Distance of 25' from Centerline of Lane of Travel at Speeds Less than 35 mph (Operational Test)		
Motor Vehicle Type	Maximum Sound Pressure Level, db(A)	Maximum Sound Pressure Level, db(A), during Restricted Hours
Motorcycles and motor vehicles weighing less than 10,000 pounds, manufacturer's gross vehicle weight	80 db(A)	78 db(A)

Measured at a Distance of 50' from Centerline of Lane of Travel at Speeds Less than 35 mph		
Motor Vehicle Type	Maximum Sound Pressure Level, db(A)	Maximum Sound Pressure Level, db(A), during Restricted Hours
Motorcycles and motor vehicles weighing less than 10,000 pounds, manufacturer's gross vehicle weight	74 db(A)	72 db(A)

Table 3
Land Uses
Maximum Sound Pressure Levels, db(A)

	Maximum Sound Pressure Level, db(A)	Maximum Sound Pressure Level, db(A), during Restricted Hours
Domestic Power Tools and Equipment Impacting Residential Property	75 db(A) or greater limited to a cumulative total of 10 hours over any 7 day period	Noise prohibited under 11.04.010
All Other Noise Impacting Residential Property, unless prohibited in Section 11.04.010	75 db(A)	70 db(A)
All Other Noise Impacting Residential and Nonresidential Property, unless prohibited in Section 11.04.010	80 db(A)	70 db(A)

ALT FOR CONSIDERATION: LES' RECOMMENDATIONS (NOTE CH 11.07)

Table 3
Land Uses
Maximum Sound Pressure Levels, db(A)

	Maximum Sound Pressure Level, db(A)	Maximum Sound Pressure Level, db(A), during Restricted Hours
--	--	---

All Noise Impacting Residential Property, unless prohibited in Section 11.04.010	55 db(A)	50 db(A)
All Noise Impacting Residential and Nonresidential Property, unless prohibited in Section 11.04.010	60 db(A)	55 db(A)

~~11.03.020 — Measurement.~~

~~On public property, Noise shall be measured at a distance of fifty (50) feet from the source of the sound; on private property, Noise shall be measured at a distance of twenty five (25) feet from the Property Boundary closest to the source of the Noise at issue.~~

~~Sections:~~

~~11.04.010 — Specific Noise Prohibitions.~~

CHAPTER 11.06

MOTOR VEHICLES

11.06.010 Motor Vehicle Regulations

11.06.020 Certain Noises Prohibited on Public Rights-of-Way During All Hours

11.06.030 Motorcycles

11.06.010 Motor Vehicle Regulations

A person shall not:

- A. Equip, maintain, or operate a Vehicle that creates or causes Excessive or Unusual Noise;
- B. Operate a Vehicle without a spark arrestor device and a muffler or other effective noise suppressing system in good working order and in constant operation; or
- C. Use a muffler cut-out, bypass, or similar device on a vehicle.

11.06.020 Certain Noises Prohibited on Public Rights-of-Way During All Hours

The following Noise is declared to be Excessive or Unusual Noise and expressly prohibited during all hours on County roads and public rights-of-ways in the unincorporated County:

- A. Horns and Signaling Devices. ~~Sound any horn or signaling device~~ on any Vehicle, except as a danger warning signal as provided by the Utah Vehicle Code;

B. Racing Events. ~~Operate any Vehicle in a motor racing event~~ unless such activity occurs during a permitted Special Event in Grand County;

C. Revving, aka rapid throttle advance, of an engine; and

D. Any noise-creating device, including a Vehicle, operated for the purpose of drawing attention to the source of the noise.

11.06.030 Motorcycles

A. No person shall operate a motorcycle manufactured after December 31, 1985 not equipped with exhaust muffler bearing the Federal EPA required labeling applicable to the motorcycle's model year, stating that the exhaust system meets the 80 dBA standard at 50 feet, as set out in the Code of Federal Regulations Title 40, Volume 24, Part 205, Subpart D and Subpart E.

B. No person shall operate an off-road motorcycle manufactured after December 31, 1985 not equipped with exhaust muffler bearing the Federal EPA required labeling applicable to the motorcycle's model year, stating that the exhaust system meets the 82 dBA standard at 50 feet, as set out in the Code of Federal Regulations Title 40, Volume 24, Part 205, Subpart D and Subpart E.

CHAPTER 11.07

EXEMPTIONS; EXCEPTIONS

11.07.010 Exemptions

11.07.020 Exceptions

11.07.010 Exemptions

The following Noise shall be exempt from this Title:

A. Safety signals, warning devices and emergency pressure relief valves;

B. That resulting from any emergency or natural disaster, including Noise created by authorized private and public emergency ~~and snow removal vehicles~~ and private or public utilities when restoring service;

~~C. Lawful fireworks and noisemakers used for celebration of an official holiday;~~

C. Activities of a temporary nature during periods permitted by ordinance, policy, or permit by the County Council, Planning and Zoning Administrator, or Chair of the Special Events Committee or their official designees, including sporting and recreational activities;

D. Agricultural operations where i) all reasonable efforts have been made to mitigate impact on surrounding properties; ii) any agricultural equipment is used according to the manufacturer's specifications and is in good working order; and iii) such operations do not occur during the Restricted Hours;

~~F. Permitted sporting and recreational activities;~~

~~G. Motor vehicles that are in good working order, free from defects that affect sound reduction, equipped with a muffler or other noise dissipative device, not equipped with any cut out, by pass or similar device, and operated in accordance with local, state and federal law; and~~

E. Construction and property maintenance activities where i) all reasonable efforts have been made to mitigate impact on surrounding properties; ii) all ~~construction~~ equipment is used according to the manufacturer's specifications and is in good working order; and iii) such activity ~~construction~~ does not occur during the Restricted Hours; and

F. Snow removal.

11.07.020 Exceptions

A. On or before July 31, 2021, the owner of any residential, commercial or industrial source of sound may apply to the County Commission Administrator for an exception in time to comply with the maximum sound pressure levels set forth in Table 3 of Section 11.05.010 above. The County Commission Administrator shall have the authority, consistent with this Section, to grant an exception, not to exceed 365 days from the date of such application unless extended by the County Commission Administrator for good cause.

B. Any person seeking an exception in time to comply shall file an application with the County Commission Administrator. The application shall contain information which demonstrates that bringing the source of sound or activity for which the exception is sought into compliance with this Chapter prior to the date requested in the application would constitute an unreasonable hardship on the applicant, on the community, or on other persons. The applicant shall mail notice of the application for an exception in time to all neighbors within one hundred feet (100') of the source of the sound and shall file an affidavit of mailing with the County Commission Administrator. Any individual who claims to be adversely affected by allowance of the exception in time to comply may file a statement with the County Commission Administrator containing any information to support their claim. If the County Commission Administrator finds that a sufficient controversy exists regarding an application, a public hearing may be held.

C. In determining whether to grant or deny the application, the County Commission Administrator shall balance the hardship to the applicant, the community, and other persons of not granting the exception in time to comply, against the adverse impact on health, safety, and welfare of persons affected, the adverse impact on property affected, and any other adverse impacts of granting the exception. Applicants for exceptions in time to comply and persons contesting exceptions may be required to submit any information the County Commission Administrator may reasonably require. In granting or denying an application, the County Commission Administrator shall place on public file a copy of the decision and the reasons for denying or granting the exception in time to comply including a statement that the need for the extension or modification clearly outweighs any adverse impacts of granting the extension or modification.

D. The County Commission Administrator may grant or deny the application. If the application is granted, the County Commission Administrator may impose conditions, including a schedule for achieving compliance. Noncompliance with any condition of the exception shall

terminate the exception and subject the person holding it to those provisions of this Chapter for which the exception was granted.

E. Appeals of an adverse decision of the County Commission Administrator shall be made to the County Commission. Review by the County Commission shall be limited to whether the decision is supported by substantial evidence.

CHAPTER 11.08

ENFORCEMENT

Sections:

- 11.08.010 Violation
- 11.08.020 Nuisance
- 11.08.030 Enforcement
- 11.08.040 Severability

11.08.010 Violation

~~Except where this Title or Utah Statute punishes a violation hereunder as an infraction,~~ Any person who is found guilty of violating this Title 11, either by failing to do those acts required herein or by doing a prohibited act, is guilty of a Class B misdemeanor punishable by a maximum sentence of up to six months in jail and a maximum fine of \$1,000. Each day such violation is committed or permitted to continue shall constitute a separate violation **unless limited by Utah law.**

11.08.020 Nuisance

As an additional remedy, the operation or maintenance of any device, instrument, Vehicle or machinery in violation of any provisions of this chapter, or which causes discomfort or annoyance to reasonable persons of normal sensitiveness or which endangers the comfort, repose, health or peace of residents in the area shall be deemed, and is declared to be, a public nuisance and may be subject to abatement as provided by law.

11.08.030 Enforcement

A. Any peace officer is authorized to enforce the provisions of this section; provided that the County Commission may by administrative order authorize other officers or employees of the County to enforce all or part of the provisions of this Title 11.

B. The County Attorney may initiate legal action, civil or criminal, to abate any condition that exists in violation of this Title 11. In addition to other penalties imposed by a court of competent jurisdiction, any person(s) found guilty of violating this Title 11 shall be liable for all expenses incurred by the County in removing or abating the Loud or Excessive Noise.

11.08.040 Severability

In case any provision of this Title 11 shall be declared invalid, illegal or unenforceable, the

validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
APRIL 6, 2021
Agenda Item: Z

TITLE:	REPEALING TITLE 5 (BUSINESS LICENSES AND REGULATIONS) OF THE GRAND COUNTY GENERAL ORDINANCES AND RELATED ORDINANCE NO. 629 AND ADOPTING NEW TITLE 5 (BUSINESS LICENSES)
FISCAL IMPACT:	Possible fiscal impact for enforcement
PRESENTER(S):	Christina Sloan, County Attorney

Prepared By:

Christina Sloan,
County Attorney

FOR OFFICE USE ONLY:

Attorney Review:

Complete

RECOMMENDATION:

I move to repeal Title 5 (Business Licenses and Regulations) of the Grand County General Ordinances and related Ordinance No. 629 and adopt new Title 5 (Business Licenses) of the Grand County General Ordinances.

BACKGROUND:

While the County just updated Title 5 on March 5, 2021 via Ordinance No. 629, another repeal and replacement is necessary to integrate regulations for ATV Businesses operating in the County. This Title 5 amendment works in conjunction with the proposed LUC amendments to Sections 3.1, 3.2.3, 3.4.9.H, and 10.2.

The Planning Commission considered the proposed amendment to Title 5 in conjunction with the Land Use Code amendments and unanimously recommended approval of the amendment as shown in Attachment 3 (PC recommendations, redlined against existing Title 5).

Note that the Planning Commission voted to support as low a maximum noise limit as possible for ATV Fleets. Based on information and research to be discussed on 4/6, based on current technological limits, this may require ATV Businesses to trailer much or most of their ATV fleets. For this reason, Attachment 2 (County Attorney recommendations, redlined against PC recommendation) does not include a lower db(A) limit for the County's ATV Businesses.

Also note that the County Attorney had removed the fleet inventory and caravan limitations in the Title 5 draft for the Planning Commission based on a lack of consensus at that time on those items. The Planning Commission felt strongly about these requirements and unanimously voted to recommend they be added back to Title 5 for the County Commission's consideration.

ATTACHMENT(S):

1. Proposed Ordinance
2. Exhibit A, proposed Title 5 Amendments, redlined against PC approved version
3. Proposed Title 5 Amendments recommended by the Planning Commission, redlined against existing Title 5

GRAND COUNTY, UTAH
ORDINANCE NO. _____ (2021)

**REPEALING TITLE 5 (BUSINESS LICENSES AND REGULATIONS) OF THE GRAND
COUNTY GENERAL ORDINANCES AND RELATED ORDINANCE NO. 629 AND
ADOPTING NEW TITLE 5 (BUSINESS LICENSES) OF THE GRAND COUNTY
GENERAL ORDINANCES**

WHEREAS, Chapter 27a of Title 17 of the Utah Code requires the County to provide for the health, safety, and welfare of its residents; to improve the peace and good order, comfort, convenience, and aesthetics of the County; protect the tax base; foster the state's agricultural and other industries; promote the orderly development of urban and nonurban development; and provide fundamental fairness in land use regulation;

WHEREAS, Utah Code § 17-53-216 permits the County's legislative body, by ordinance, to provide for the licensing of businesses for the purpose of regulation;

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, Grand County adopted amended business licensing and alcohol regulations via Ordinance No. 629 (2021), which are codified in Title 5 (Business Licenses and Regulations) of the Grand County General Ordinances;

WHEREAS, in light of an increase in Excessive and Unusual Noise created by motor vehicles in the County, including street-legal ATVs rented/leased and used by local businesses, the County desires to update Title 5 to more effectively regulate such ATV Businesses;

WHEREAS, numerous studies have found noise pollution increases anxiety, depression, high blood pressure, heart disease, and stroke; small increases in unwanted ambient sound have significant health effects¹ and noise aggravates health conditions by inducing higher levels of stress;² and

WHEREAS, upon consideration of this matter at a public meeting on April 6, 2021, the Grand County Commission (the “Commission”) has determined that this Ordinance is in the best interests of the public;

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

1. Repeals Title 5 (Business Licenses and Regulations) to the Grand County General Ordinances and related Ordinance No. 629; and
2. Adopts new Title 5 (Business Licenses) of the Grand County General Ordinances as follows:

See Exhibit A

To immediately preserve the peace and health of the County, its inhabitants, and its visitors, this Ordinance shall take effect immediately upon publication in the *Times Independent* pursuant to Utah Statute § 17-53-208.

ADOPTED by the Commission in a public meeting on April ___, 2021 as follows:

Those voting aye:

Those voting nay:

Those absent:

Grand County Commission:

ATTEST:

¹ Jariwala, Noise Pollution and Human Health: A Review,

https://www.researchgate.net/publication/319329633_Noise_Pollution_Human_Health_A_Review

² Floud, Medication use in relation to noise from aircraft and road traffic in six European countries: results of the HYENA study, <https://pubmed.ncbi.nlm.nih.gov/21084328/>; Schmidt, Effect of nighttime aircraft noise exposure on endothelial function and stress hormone release in healthy adults

<https://academic.oup.com/eurheartj/article/34/45/3508/435199>; Hahad, Annoyance to Different Noise Sources is Associated With Atrial Fibrillation, [https://www.internationaljournalofcardiology.com/article/S0167-5273\(17\)37174-7/fulltext](https://www.internationaljournalofcardiology.com/article/S0167-5273(17)37174-7/fulltext); Orban, Residential Road Traffic Noise and High Depressive Symptoms after Five Years of Follow-up: Results from the Heinz Nixdorf Recall Study, <https://ehp.niehs.nih.gov/doi/10.1289/ehp.1409400>

Mary McGann, Chair

Quinn Hall, Clerk/Auditor

Title 5

BUSINESS LICENSES

Chapters:

- 5.01 General Regulations
- 5.02 Motor Vehicles
- 5.03 Overnight Accommodations
- 5.04 Alcoholic Beverages
- 5.05 Penalties-Violations

Chapter 5.01

GENERAL REGULATIONS

Sections:

- 5.01.010 Purpose
- 5.01.020 Definitions
- 5.01.030 License required; Exemptions
- 5.01.040 Non-Conforming Uses
- 5.01.050 Term; Renewal; Reapplication
- 5.01.060 License fees
- 5.01.070 License application, general
- 5.01.080 Contents of application
- 5.01.090 Display of license
- 5.01.100 Inspection
- 5.01.110 Compliance with law
- 5.01.120 Transferability
- 5.01.130 License issuance or denial
- 5.01.140 Revocation
- 5.01.150 Appeal

5.01.010 Purpose

Pursuant to powers granted by the State of Utah as set forth in various provisions of the Utah Code, as amended, the County intends by this Title to regulate and license businesses and occupations within its unincorporated limits, to maintain a current index of licensed businesses and occupations, and to regulate licensed entities. Where this Chapter imposes a greater restriction upon persons, premises or personal property than is imposed or required by such existing provisions of law, contract or deed, the provisions of this Title shall control. The amendment of this Title does not preclude enforcement of violations or collection of business license taxes and penalty fees under this chapter which existed at the time of taxation or violation prior to the implementation of any amendment.

5.01.020 Definitions

For the purposes of this Chapter, the following terms shall be defined as follows.

A. “Alcoholic Beverage” shall have the same meaning as that assigned in Utah Code § 32B-1-101, as amended.

B. “ATV” shall mean all-terrain street-legal vehicles as defined under the Utah Traffic Code, including Utah Code § 41-6a-1509.

C. “ATV Business(es)” shall mean all businesses that sell, rent, or guide ATVs or otherwise provide a client experience involving an ATV, including ATV sales and ATV outfitter, guide service, and rental businesses, to the extent permitted in this Title 5 and the Grand County Land Use Code. References to ATV Business shall include its owners, agents, and guides when acting in an official capacity for the ATV Business.

D. “ATV Fleet” shall mean all ATVs rented/leased, driven, or used by an ATV Business, **including ATVs provided to a customer for their use as part of an outfitting or guide service and ATVs driven by an agent.**

E. “Business” means and includes all activities or any enterprise engaged in, carried on, or otherwise operated for the purpose of gain or economic profit regardless of whether profit is made, including Special Events, except that the acts of employees rendering services to employers are not included in this definition.

F. “Community Zone(s)” means an area which is critical to the peace, welfare, health and safety of a community, **including designated School Zones; trails, including parkways; parks, open space, and sports facilities maintained by the County or the City of Moab; and areas in which local, state, and federal government offices are located.**

G. “Engaging in Business” or “Carrying on Business” includes but is not limited to selling property at retail or wholesale, manufacturing goods or property, or rendering personal services for a consideration such as the practice of any profession, trade, craft, business occupation, or other calling. The rendering of personal services by an employee to an employer under any contract of personal employment shall not be considered as engaging in business.

H. “Home Business” or “Home Based Business” means any Business which is conducted entirely within the principal residential building or within a permitted accessory structure and is clearly incidental, secondary and in addition to the use of the structure for residential dwelling purposes.

I. “License” a certificate or document issued by the county evidencing permission or authority of its named holder to carry on a particular business or to pursue a particular occupation.

J. "Licensee" means the person to whom a license has been issued pursuant to the provisions of this chapter or to whom a consent, permit or registration has been granted pursuant to the provisions of this chapter when the term "licensee" is used in a general sense of this definition.

K. "Local Consent" means an authorization to sell, store, or otherwise lawfully use Alcoholic Beverages granted by the Grand County Commission under this Chapter and as required by the Utah Department of Alcoholic Beverage Control ("DABC"). As used herein, Local Consent shall include a Special Use Permit Local Consent for Special Events, as required by DABC.

L. "Non-Conforming Use" means a legal and continued use of property that was allowed under the zoning regulations at the time the use was established but which, because of subsequent changes in those regulations, is no longer a permitted use.

M. "Person" means any individual, receiver, assignor, trustee in bankruptcy, trust, estate, firm, general or limited partnership, joint venture, club, company, joint stock company, business trust, corporation, association, society, limited liability company, or other group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.

N. "Place of Business" means a location maintained or operated within the County at which a person engages in business and shall include taverns, cabarets, and any other place where the general public is invited or admitted for business purposes.

O. "Principal Office Address" means the main office or headquarters of the business, at which location business decisions are made.

P. "Retailer" means any person engaged in the sale or distribution of beer to the consumer.

Q. "Special Events" shall have the meaning assigned in Section 8.16.030 of the Grand County General Ordinances.

R. "Owner" means any person or entity with an interest in and often dominion over the property, with exclusive use, control, or possession of property.

S. "Vehicle" or "Motor Vehicle" means any vehicle included within Utah Code § 41-1a-102, including ATVs.

T. "Wholesaler" means any person or persons other than a brewer engaged in the distribution of Alcoholic Beverages in wholesale or jobbing quantities, to retailers.

5.01.030 License required; Exemptions;

A. *Licensed required.*

- i. It is unlawful for any Person to engage in, carry on, or operate any Business within the unincorporated area of Grand County, State of Utah without first obtaining a business license required by this Chapter for each Principal Office Address, except as provided in Section 5.01.030.B.

ii. Every Person desiring to engage in business in the unincorporated areas of Grand County on a temporary basis shall be required to obtain a temporary business license before commencing to engage in such business. Temporary business licenses shall be good for thirty-one (31) calendar days from the date of issue.

iii. All Special Events require a general or temporary business license.

iv. Subject to Section 5.01.040, all Non-Conforming Uses require a general business license.

B. *Exemptions.* The following Businesses are exempt from the licensing requirements of this Chapter:

- i. Businesses operated only occasionally by a Person under 18 years of age; and
- ii. Businesses licensed by the City of Moab or the Town of Castle Valley, provided, however, that any Person doing Business in the unincorporated County shall provide to the office of the County Clerk a copy of its business license application within five (5) business days of submission to the City of Moab or Town of Castle Valley and a copy of its business license within five (5) business days of issuance by the City of Moab or Town of Castle Valley.

5.01.040 Non-Conforming Uses.

A. *Expansions prohibited.* Expansions of Non-Conforming Uses are prohibited.

B. *Abandonment.* Nonconforming uses shall be deemed abandoned if they are discontinued for more than six months or change the location of its Principal Office Address **without obtaining a new business license as required hereunder.**

C. *Burden of Proof.* Any person asserting a right to a Non-Conforming Use has the burden of proof to demonstrate that the nonconformity was legally established prior to and continued since the change in zoning.

5.01.050 Term; Renewal; Reapplication

A. *Term.* Licenses issued under this Chapter shall be valid upon approval until December 31 of the year of issuance. All license fees provided in this Chapter shall be paid annually in advance by the Licensee to the office of the County Clerk upon application and on or before January 31 of each year. No license fee or any part thereof shall be refunded for any reason whatsoever after the license has been granted or issued.

B. *Renewal.*

i. On or before January 1 each year, the office of County Clerk shall send a renewal application to each Licensee which shall state the amount of the license fee imposed for the year. The renewal application shall be returned by the Licensee to the office of the County Clerk according to the renewal application directions.

ii. Renewal of licenses is not of right and no claim of vested rights shall inure to a Licensee who has received licenses in past years.

C. *Reapplication.* A new business license is required where the Business moves its Principal Office Address or desires to add uses to their business license, in which event the Business shall submit a new business license application to the office of the County Clerk with the licensing fee established for new applications in the Grand County Consolidated Fee Schedule.

5.01.060 License fees

License fees shall be established by the Grand County Consolidated Fee Schedule, prorated on a quarterly basis for applications submitted after Quarter 1 (January-March), and paid prior to issuance of any License by the County; provided, however, that Home Businesses, as defined hereunder, are exempt from the license fee pursuant to Utah Statute § 17-53-216, as amended.

5.01.070 License application, general

A. All applications for business licenses shall be submitted to the office of the County Clerk on forms provided for that purpose with the accompanying license fee required by the Grand County Consolidated Fee Ordinance.

B. Submission of a business license application does not constitute approval.

C. ATV Businesses and other vehicle sales, rental or leasing facility businesses shall submit a Vehicle License Application to the office of the County Clerk on forms provided for that purpose. The Vehicle License Application is required in addition to the general business license for all other other businesses uses, even if conducted by the same business entity.

1. Existing businesses which are licensed to sell, rent, or lease vehicles, including ATV Businesses, shall submit a separate Vehicle License Application to the office of the County Clerk on or before July 1, 2021 (no fee due).

2. Beginning January 1, 2022, all ATV Businesses and other vehicle sales, rental or leasing facility businesses shall be required to renew the Motor Vehicle License and pay the renewal fee for the same set forth in the Grand County Consolidated Fee Schedule in addition to any other licensing fees owed under a business entity's separate general business license.

D. The general business license required by this Title is in addition to all other approvals, licenses and permits required by other County ordinances, or state or federal law.

5.01.080 Contents of application

A. All applications for any type of business license shall include:

1. Name and contact information of the Person to whom the license shall be issued,
2. Nature of the Business;
3. Principal Office Address;
4. Mailing address, if different;
5. Place of Business, if different;
6. Fleet Inventory required in Section 5.02, as applicable;
7. Noise Compliance Certificate required in Section 5.02, as applicable;
8. Signatures of County officials and designees, including:
 - i. Building Inspector;
 - ii. Planning and Zoning;
 - iii. Fire Department; and
 - iv. Sanitarian/Health Department;
9. Fee(s) established by the Grand County Consolidated Fee Schedule, prorated on a quarterly basis for applications submitted after Quarter 1 (January-March); and
10. Additional documentation as the County may reasonably require.

5.01.090 Display of license

Every License granted under this Chapter shall be displayed in a prominent place and shall be available for inspection by any official or officer of Grand County. Every Licensee not having a fixed Place of Business shall carry such license, or a copy thereof, with them at all times while carrying on their Business and shall produce the License for inspection when requested to do so by any person.

5.01.100 Inspection

A. Prior to issuance of a new License required hereunder, the applicant shall permit inspections to be made of the prospective Principal Office and Place of Business, if different, by the appropriate department of the county or other governmental agency to ensure compliance with zoning, fire, health and safety codes. No license shall be granted without the approval of all such required inspections.

B. Licensed Places of Businesses may be inspected periodically by departments of the county for compliance with License conditions, law or policy, and/or zoning, fire, health and safety codes and orders.

C. Written notice of violation shall be given by the inspecting agent of the County to a Licensee upon the finding of any violation, which notice shall provide for a reasonable period not to exceed thirty (30) days in which to cure such violations. If a Licensee fails to cure such violations, the County may pursue all remedies available to it under law, including those civil and criminal penalties specifically set forth in Chapter 5.04.

5.01.110 Compliance with Law

Every Licensee and other Person doing Business in Grand County shall be in compliance with all local, state, and federal law and regulations pertaining to licensure, including this Chapter. Non-compliance shall be a violation of this Chapter.

5.01.120 Transferability

A. Except as expressly permitted in this Section 5.01.120.D, no License granted under this Title 5 may be assigned, transferred, or sold by the Licensee nor used for any purpose or Business other than that for which said License was issued.

B. A License issued for a particular location may not be transferred for use to another location.

C. Any License transferred or used in violation of this Section shall be deemed revoked.

D. An ATV Business may transfer its Business License upon the following conditions:

1. The ATV Business is in compliance with local, state, and federal law and all conditions of its license;
2. The ATV Business terminates its existing Business License simultaneously with approval of the new ATV Business License;
3. The new applicant complies with the requirements of this Title; and
4. The County approves the new ATV Business License hereunder.

5.01.130 License issuance or denial

A. Within thirty (30) days of the County Clerk's receipt of a complete application that includes all of the items required by Section 5.01.080, the office of the County Clerk shall either a) issue the license requested, with or without conditions; or b) deny the license in writing. If the County Clerk determines the application is incomplete, the County Clerk shall provide written notice to the Licensee, and shall reconsider the complete application once submitted. Nothing herein shall limit the County Clerk from conferring with the Commission Administrator or County Attorney when reviewing applications.

B. An application submitted hereunder may be denied if:

1. The Applicant has:

- i. Obtained a license by fraud, misrepresentation, or deceit;
- ii. Failed to pay personal property or real property taxes or other required taxes or fees imposed by the County, including prior licensing fees;
- iii. Violated the laws of the state of Utah, the United States, or Grand County;
- iv. Failed to comply with the conditions or requirements of a conditional use permit; or
- v. Failed to comply with the terms of any agreement with the County, including a development agreement or approval; or

2. For conditional uses, reasonable conditions cannot be imposed to substantially mitigate the reasonably anticipated detrimental effects of the proposed use or reasonable conditions cannot be imposed to achieve compliance.

5.01.140 Revocation

A. The County Clerk or County Commission may revoke a License issued hereunder if the Licensee has:

1. Obtained a license by fraud, misrepresentation, or deceit;
2. Failed to pay license fees or other fees imposed by the County within thirty (30) days of their due date;
3. Failed to pay personal or real property taxes or other required taxes imposed by the County, including prior licensing fees, within thirty (30) days of their due date;
4. Violated the laws of Grand County, the State of Utah, or the United States;
5. Failed to comply with the conditions or requirements of the License or a conditional use permit; or
6. Failed to comply with the terms of any agreement with the County, including a development agreement or approval.

5.01.150 Appeal

An applicant may appeal a revocation or denial of a License issued under this Chapter by submission of a written request for administrative hearing pursuant to Chapter 1.16 of the Grand County General Ordinances, as amended, within thirty (30) days of the County's written decision.

Chapter 5.02

MOTOR VEHICLES

Sections:

- 5.02.010 Purpose
5.02.020 Fleets
5.02.030 ATV Business Regulations

5.02.010 Purpose

With this Chapter 5.02, the County's primary purpose is to protect and preserve its residential areas and Community Zones from avoidable noise impacts caused by motor vehicles, including but not limited to street-legal ATVs, creating Excessive or Unusual Noise. The County's secondary purpose is to balance the natural quiet of the surrounding desert landscape with its world-class recreation economy that depends on a variety of users and recreational experiences including mountain bikers, motorized Jeep/4x4 users, hikers, equestrians, boaters, climbers, dirt bikers, motorcyclists, bird watchers, road bikers, and adventure athletes such as basejumpers and slackliners.

5.02.020 Fleets

A. *Inventory Required.* Each Business which rents or leases Motor Vehicles, or otherwise provides a Motor Vehicle to a customer for their use as part of an outfitting or guide service, shall file with the office of the County Clerk an inventory list identifying the make, model, year, and type (Jeep/Truck/ATV, Sedan, etc.) of each Motor Vehicle included in their fleet on or before January 31 of each year upon licensing renewal.

B. *Maximum Fleet Size.* An ATV Fleet shall not exceed twelve (12) street-legal ATVs.

1. This Section does not limit the right of an ATV Business to maintain the ATV Fleet size disclosed in its written inventory filed with the office of the County Clerk prior to adoption of this Title 5.

5.02.030 General Regulations for ATV Businesses

A. *Maximum Number of ATV Licenses.* The office of the County Clerk may issue no more than five (5) Business Licenses to ATV outfitter, guide service, and rental businesses.

B. *ATV Identification.* Each ATV Business shall install a sticker with a white background and large black numbering on the rear or passenger side of the ATV and a whip flag in a location and of a size that is legible from fifty (50') identifying each ATV in the ATV Fleet by a unique number provided by the County (CO 1, CO 2, etc.) within ten (10) business days of filing of its ATV Fleet Inventory required hereunder.

C. *Maximum Sound Pressure Levels, db(A) for ATVs.* All ATVs in an ATV Fleet, including all those ATVs sold, rented, or driven by an ATV Business (or their owners, agents, and guides), shall not exceed the maximum sound pressure levels established in Title 11 of the Grand County General Ordinances of 80 db(A) at 25 feet. Each ATV Business shall file a certificate of compliance with the 20" stationary test Section ("Noise Compliance Certificate") issued by the Grand County Sheriff's Office ("GCSO") annually upon renewal of the business license, at the sole cost of the ATV Business pursuant to the fees charged by GCSO as set forth in the Grand County Consolidated Fee Ordinance.

1. Each ATV Business shall demonstrate compliance with this Section by January 31, 2022; provided, however, that an ATV Business may elect to trailer their ATVs to trailheads in lieu of meeting the sound pressure level requirement until January 31, 2023 at which time all ATVs in an ATV Fleet must comply with this Section.

D. *Maximum Caravan Size.* Each ATV Business shall limit the number of ATVs travelling together on paved County B Roads as follows:

1. In a guided tour, the maximum caravan shall be six (6) ATVs, one of which must be driven by a guide representing the ATV Business; and
2. In an unguided rental group, the maximum caravan shall be four (4) ATVs.

E. *Compliance with County Law.* Each ATV Business, their owners, agents or guides, and clients or lessees, shall comply with County law, including the OHV speed limit and noise regulations set forth in Title 11 (Noise Pollution) of the Grand County General Ordinances.

F. *Enforcement.* Violations of this Section ~~5.02.020~~ by an ATV Business (including its owner, agent or guide acting in official capacity), or three (3) or more violations of this Section 5.02.020 by a client or lessee of an ATV Business in any calendar year, shall constitute grounds for revocation of the business license under Section 5.01.140.

Chapter 5.03

OVERNIGHT ACCOMMODATIONS

5.03.010 General Regulations for Overnight Accommodations

A. *Notification.* All Overnight Accommodations shall post a laminated 8.5x14" (or larger) sign in a form provided by the County in a conspicuous location near each primary ingress and egress which summarizes the County's Noise Pollution Ordinance and states that the Ordinance is strictly enforced.

B. *Compliance with County Law.* Each Overnight Accommodation, their owners, agents and customers shall comply with County law, including the OHV speed limit and noise regulations set forth in Title 11 (Noise Pollution) of the Grand County General Ordinances.

C. *Enforcement.* Three (3) or more violations of this Section 5.03.010 by a customer of an Overnight Accommodation in any calendar year shall constitute grounds for revocation of the Business License under Section 5.01.120.

Chapter 5.04

ALCOHOLIC BEVERAGES

Sections:

5.04.010 Local Consent required

5.04.020 Compliance with Law

5.04.010 Local Consent required

It is unlawful for any Person to knowingly permit or allow customers, guests, or any other person to possess Alcoholic Beverages upon which the seal has been broken, or to consume Alcoholic Beverages at such Place of Business, including a Special Event held in the unincorporated County, without first obtaining a Local Consent under this Chapter on forms provided by the County Clerk and/or Utah Department of Alcoholic Beverage Control ("DABC") for that purpose with the accompanying Local Consent fee, as applicable.

5.04.020 Compliance with Law

Every Licensee and other Person doing Business in Grand County shall be in compliance with all local, state, and federal law and regulations pertaining to licensure relating to the sale, manufacture, possession, keeping, giving, storing and transporting of Alcoholic Beverages, as applicable, and any other relevant health and safety codes and orders. Non-compliance shall be a violation of this Chapter.

Chapter 5.05

PENALTIES-VIOLATIONS

Sections:

5.05.010 Civil and Criminal Penalties

5.05.020 Civil Fines - Administrative Review and Appeal

5.05.010 Penalties-Violation

Violations of any provision of this Title may be punishable by Civil Fines, as defined in Chapter 1.04 of the Grand County General Ordinances, as amended, in the amounts set forth in the Grand County Consolidated Fee Schedule or \$100 per violation per day, whichever is greater, and/or criminal citation of a class B misdemeanor upon conviction thereof.

5.05.020 Civil Fines - Administrative Review and Appeal

All Civil Fines provided for in this section shall be in addition to the criminal penalties available to the County and shall be enforced as provided in Chapter 1.16 of the Grand County General Ordinances.

Title 5

BUSINESS LICENSES

Chapters:

- 5.01 General Regulations
- 5.02 Motor Vehicles ~~Rentals~~
- 5.03 Overnight Accommodations
- 5.04 Alcoholic Beverages
- 5.05 Penalties-Violations

Chapter 5.01

GENERAL REGULATIONS

Sections:

- 5.01.010 Purpose
- 5.01.020 Definitions
- 5.01.030 License required; Exemptions
- 5.01.040 Non-Conforming Uses
- 5.01.050 Term; Renewal; Reapplication
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- 5.01.130 License issuance or denial
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- 5.01.150 Appeal

5.01.010 Purpose

Pursuant to powers granted by the State of Utah as set forth in various provisions of the Utah Code, as amended, the County intends by this Title to regulate and license businesses and occupations within its unincorporated limits, to maintain a current index of licensed businesses and occupations, and to regulate licensed entities. Where this Chapter imposes a greater restriction upon persons, premises or personal property than is imposed or required by such existing provisions of law, contract or deed, the provisions of this Title shall control. The amendment of this Title does not preclude enforcement of violations or collection of business license taxes and penalty fees under this chapter which existed at the time of taxation or violation prior to the implementation of any amendment.

5.01.020 Definitions

For the purposes of this Chapter, the following terms shall be defined as follows.

A. “Alcoholic Beverage” shall have the same meaning as that assigned in Utah Code § 32B-1-101, as amended.

B. “ATV” shall mean all-terrain street-legal vehicles as defined under the Utah Traffic Code, including Utah Code § 41-6a-1509.

C. “ATV Business(es)” shall mean all businesses that sell, rent, or guide ATVs or otherwise provide a client experience involving an ATV, including ATV sales and ATV outfitter, guide service, and rental businesses, to the extent permitted in this Title 5 and the Grand County Land Use Code. References to ATV Business shall include its owners, agents, and guides when acting in an official capacity for the ATV Business.

D. “ATV Fleet” shall mean all ATVs rented/leased, driven, or used by an ATV Business.

E. “Business” means and includes all activities or any enterprise engaged in, carried on, or otherwise operated for the purpose of gain or economic profit regardless of whether profit is made, including Special Events, except that the acts of employees rendering services to employers are not included in this definition.

F. “Engaging in Business” or “Carrying on Business” includes but is not limited to selling property at retail or wholesale, manufacturing goods or property, or rendering personal services for a consideration such as the practice of any profession, trade, craft, business occupation, or other calling. The rendering of personal services by an employee to an employer under any contract of personal employment shall not be considered as engaging in business.

G. “Home Business” or “Home Based Business” means any Business which is conducted entirely within the principal residential building or within a permitted accessory structure and is clearly incidental, secondary and in addition to the use of the structure for residential dwelling purposes.

H. “License” a certificate or document issued by the county evidencing permission or authority of its named holder to carry on a particular business or to pursue a particular occupation.

I. “Licensee” means the person to whom a license has been issued pursuant to the provisions of this chapter or to whom a consent, permit or registration has been granted pursuant to the provisions of this chapter when the term “licensee” is used in a general sense of this definition.

J. “Local Consent” means an authorization to sell, store, or otherwise lawfully use Alcoholic Beverages granted by the Grand County Commission under this Chapter and as required by the Utah Department of Alcoholic Beverage Control (“DABC”). As used herein, Local Consent shall include a Special Use Permit Local Consent for Special Events, as required by DABC.

H. ~~“Motor Vehicle Rental Fleets” means motor vehicles that a company owns and that customers pay to use, with or without drivers.~~

K. “Non-Conforming Use” means a legal and continued use of property that was allowed under the zoning regulations at the time the use was established but which, because of subsequent changes in those regulations, is no longer a permitted use.

L. “Person” means any individual, receiver, assignor, trustee in bankruptcy, trust, estate, firm, general or limited partnership, joint venture, club, company, joint stock company, business trust, corporation, association, society, limited liability company, or other group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.

M. “Place of Business” means a location maintained or operated within the County at which a person engages in business and shall include taverns, cabarets, and any other place where the general public is invited or admitted for business purposes.

N. “Principal Office Address” means the main office or headquarters of the business, at which location business decisions are made.

O. “Retailer” means any person engaged in the sale or distribution of beer to the consumer.

P. “Special Events” shall have the meaning assigned in Section 8.16.030 of the Grand County General Ordinances.

Q. “Owner” means any person or entity with an interest in and often dominion over the property, with exclusive use, control, or possession of property.

R. “Vehicle” or “Motor Vehicle” means any vehicle included within Utah Code § 41-1a-102, including ATVs.

S. “Wholesaler” means any person or persons other than a brewer engaged in the distribution of Alcoholic Beverages in wholesale or jobbing quantities, to retailers.

5.01.030 License required; Exemptions;

A. *Licensed required.*

i. It is unlawful for any Person to engage in, carry on, or operate any Business within the unincorporated area of Grand County, State of Utah without first obtaining a business license required by this Chapter for each Principal Office Address, except as provided in Section 5.01.030.B-E.

ii. Every Person desiring to engage in business in the unincorporated areas of Grand County on a temporary basis shall be required to obtain a temporary business license before commencing to engage in such business. Temporary business licenses shall be good for thirty-one (31) calendar days from the date of issue.

iii. All Special Events require a general or temporary business license.

iv. Subject to Section 5.01.040, all Non-Conforming Uses require a general business license.

B. *Exemptions.* The following Businesses are exempt from the licensing requirements of this Chapter:

- i. Businesses operated only occasionally by a Person under 18 years of age; and
- ii. Businesses licensed by the City of Moab or the Town of Castle Valley, provided, however, that any Person doing Business in the unincorporated County shall provide to the office of the County Clerk a copy of its business license application within five (5) business days of submission to the City of Moab or Town of Castle Valley and a copy of its business license within five (5) business days of issuance by the City of Moab or Town of Castle Valley.

5.01.040 Non-Conforming Uses.

A. *Expansions prohibited.* Expansions of Non-Conforming Uses are prohibited.

B. *Abandonment.* Nonconforming uses shall be deemed abandoned if they are discontinued for more than six months or change the location of its Principal Office Address.

C. *Burden of Proof.* Any person asserting a right to a Non-Conforming Use has the burden of proof to demonstrate that the nonconformity was legally established prior to and continued since the change in zoning.

5.01.050 Term; Renewal; **Reapplication**

A. *Term.* Licenses issued under this Chapter shall be valid upon approval until December 31 of the year of issuance. All license fees provided in this Chapter shall be paid annually in advance by the Licensee to the office of the County Clerk upon application and on or before January 31 of each year. No license fee or any part thereof shall be refunded for any reason whatsoever after the license has been granted or issued.

B. *Renewal.*

i. On or before January 1 each year, the office of County Clerk shall send a renewal application to each Licensee which shall state the amount of the license fee imposed for the year. The renewal application shall be returned by the Licensee to the office of the County Clerk according to the renewal application directions.

ii. Renewal of licenses is not of right and no claim of vested rights shall inure to a Licensee who has received licenses in past years.

C. *Reapplication.* A new business license is required where the Business moves its Principal Office Address or desires to add uses to their business license, in which event the Business shall submit a new business license application to the office of the County Clerk with the licensing fee established for new applications in the Grand County Consolidated Fee Schedule.

5.01.060 License fees

License fees shall be established by the Grand County Consolidated Fee Schedule, prorated on a quarterly basis for applications submitted after Quarter 1 (January-March), and paid prior to issuance of any License by the County; provided, however, that Home Businesses, as defined hereunder, are exempt from the license fee pursuant to Utah Statute § 17-53-216, as amended.

5.01.070 License application, **general**

A. All applications for business licenses shall be submitted to the office of the County Clerk on forms provided for that purpose with the accompanying license fee **required by the Grand County Consolidated Fee Ordinance**.

B. Submission of a business license application does not constitute approval.

C. **ATV Businesses and other vehicle sales, rental or leasing facility businesses shall submit a Vehicle License Application to the office of the County Clerk on forms provided for that purpose. The Vehicle License Application is required in addition to the general business license for all other other businesses uses, even if conducted by the same business entity.**

1. Existing businesses which are licensed to sell, rent, or lease vehicles, including ATV Businesses, shall submit a separate Vehicle License Application to the office of the County Clerk on or before July 1, 2021 (no fee due).

2. Beginning January 1, 2022, all ATV Businesses and other vehicle sales, rental or leasing facility businesses shall be required to renew the Motor Vehicle License and pay the renewal fee for the same set forth in the Grand County Consolidated Fee Schedule in addition to any other licensing fees owed under a business entity's separate general business license.

D. The general business license required by this Title is in addition to all other approvals, licenses and permits required by other County ordinances, or state or federal law.

5.01.080 Contents of application

A. All applications for any type of business license shall include:

1. Name and contact information of the Person to whom the license shall be issued,
2. Nature of the Business;
3. Principal Office Address;
4. Mailing address, if different;
5. Place of Business, if different;
6. **Fleet Inventory required in Section 5.02, as applicable;**
7. **Noise Compliance Certificate required in Section 5.02, as applicable;**
8. Signatures of County officials and designees, including:
 - i. Building Inspector;
 - ii. Planning and Zoning;
 - iii. Fire Department; and
 - iv. Sanitarian/Health Department;
9. Fee(s) established by the Grand County Consolidated Fee Schedule, prorated on a quarterly basis for applications submitted after Quarter 1 (January-March); and
10. Additional documentation as the County may reasonably require.

5.01.090 Display of license

Every License granted under this Chapter shall be displayed in a prominent place and shall be available for inspection by any official or officer of Grand County. Every Licensee not having a fixed Place of Business shall carry such license, or a copy thereof, with them at all times while carrying on their Business and shall produce the License for inspection when requested to do so by any person.

5.01.100 Inspection

A. Prior to issuance of a new License required hereunder, the applicant shall permit inspections to be made of the prospective Principal Office and Place of Business, if different, by the appropriate department of the county or other governmental agency to ensure compliance with zoning, fire, health and safety codes. No license shall be granted without the approval of all such required inspections.

B. Licensed Places of Businesses may be inspected periodically by departments of the county for compliance with License conditions, law or policy, and/or zoning, fire, health and safety codes and orders.

C. Written notice of violation shall be given by the inspecting agent of the County to a Licensee upon the finding of any violation, which notice shall provide for a reasonable period not to exceed thirty (30) days in which to cure such violations. If a Licensee fails to cure such violations, the County may pursue all remedies available to it under law, including those civil and criminal penalties specifically set forth in Chapter 5.04.

5.01.110 Compliance with Law

Every Licensee and other Person doing Business in Grand County shall be in compliance with all local, state, and federal law and regulations pertaining to licensure, including this Chapter. Non-compliance shall be a violation of this Chapter.

5.01.120 Transferability

A. Except as expressly permitted in this Section 5.01.120.D, no License granted under this Title 5 may be assigned, transferred, or sold by the Licensee nor used for any purpose or Business other than that for which said License was issued.

B. A License issued for a particular location may not be transferred for use to another location.

C. Any License transferred or used in violation of this Section shall be deemed revoked.

D. An ATV Business may transfer its Business License upon the following conditions:

1. The ATV Business is in compliance with local, state, and federal law and all conditions of its license;

2. The ATV Business terminates its existing Business License simultaneously with approval of the new ATV Business License;

3. The new applicant complies with the requirements of this Title; and

4. The County approves the new ATV Business License hereunder.

5.01.130 License issuance or denial

A. Within thirty (30) days of the County Clerk's receipt of a complete application that includes all of the items required by Section 5.01.080, the office of the County Clerk shall either a) issue the license requested, with or without conditions; or b) deny the license in writing. If the County Clerk determines the application is incomplete, the County Clerk shall provide written notice to the Licensee, and shall reconsider the complete application once submitted. Nothing herein shall limit the County Clerk from conferring with the Commission Administrator or County Attorney when reviewing applications.

B. An application submitted hereunder may be denied if:

1. The Applicant has:

i. Obtained a license by fraud, misrepresentation, or deceit;

ii. Failed to pay personal property or real property taxes or other required taxes or fees imposed by the County, including prior licensing fees;

iii. Violated the laws of the state of Utah, the United States, or Grand County;

- iv. Failed to comply with the conditions or requirements of a conditional use permit; or
- v. Failed to comply with the terms of any agreement with the County, including a development agreement or approval; or

2. For conditional uses, reasonable conditions cannot be imposed to substantially mitigate the reasonably anticipated detrimental effects of the proposed use or reasonable conditions cannot be imposed to achieve compliance.

5.01.140 Revocation

A. The County Clerk or County Commission may revoke a License issued hereunder if the Licensee has:

- 1. Obtained a license by fraud, misrepresentation, or deceit;
- 2. Failed to pay license fees or other fees imposed by the County within thirty (30) days of their due date;
- 3. Failed to pay personal or real property taxes or other required taxes imposed by the County, including prior licensing fees, within thirty (30) days of their due date;
- 4. Violated the laws of Grand County, the State of Utah, or the United States;
- 5. Failed to comply with the conditions or requirements of the License or a conditional use permit; or
- 6. Failed to comply with the terms of any agreement with the County, including a development agreement or approval.

5.01.150 Appeal

An applicant may appeal a revocation or denial of a License issued under this Chapter by submission of a written request for administrative hearing pursuant to Chapter 1.16 of the Grand County General Ordinances, as amended, within thirty (30) days of the County's written decision.

Chapter 5.02

MOTOR VEHICLES RENTALS

Sections:

5.02.010 ~~Fleets Inventory of Motor Vehicle Rental Fleets~~

5.02.020 ~~ATV Business Regulations~~

5.02.010 ~~Fleets Inventories of Motor Vehicle Rental Fleets~~

A. Inventory Required. Each Business which rents or leases Applications involving the rental or lease of Motor Vehicles, or otherwise provides a Motor Vehicle to a customer for their use as part of an outfitting or guide service, with or without drivers, shall file with the office of the County Clerk also include an inventory list identifying the make, model, year, and type (Jeep/Truck/ATV, Sedan, etc.) of each Motor Vehicle included in their fleet. In addition, each business renting or leasing Vehicles, with or without drivers, shall file an inventory of Motor Vehicle Rental Fleet on or before January 31 of each year upon licensing renewal.

B. Maximum Fleet Size. An ATV Fleet shall not exceed twelve (12) street-legal ATVs.

1. This Section does not limit the right of an ATV Business to maintain the ATV Fleet size disclosed in its written inventory filed with the office of the County Clerk prior to adoption of this Title 5.

5.02.020 General Regulations for ATV Businesses

A. *Maximum Number of ATV Licenses.* The office of the County Clerk may issue no more than five (5) Business Licenses to ATV outfitter, guide service, and rental businesses.

B. *ATV Identification.* Each ATV Business shall install a sticker with a white background and large black numbering on the rear or passenger side of the ATV, and a whip flag, in a location and of a size that is legible from fifty (50') identifying each ATV in the ATV Fleet by a unique number provided by the County (CO 1, CO 2, etc.) within ten (10) business days of filing of its ATV Fleet Inventory required hereunder.

C. *Maximum Sound Pressure Levels, db(A) for ATVs.* All ATVs in an ATV Fleet, including all those ATVs sold, rented, or driven by an ATV Business (or their owners, agents, and guides), shall not exceed the maximum sound pressure level of 80 db(A) at 25 feet. Each ATV Business shall file a certificate of compliance with this Section ("Noise Compliance Certificate") issued by the Grand County Sheriff's Office ("GCSO") annually upon renewal of the business license, at the sole cost of the ATV Business pursuant to the fees charged by GCSO as set forth in the Grand County Consolidated Fee Ordinance.

1. Each ATV Business shall demonstrate compliance with this Section by January 31, 2022; provided, however, that an ATV Business may elect to trailer their ATVs to trailheads in lieu of meeting the sound pressure level requirement until January 31, 2023 at which time all ATVs in an ATV Fleet must comply with this Section.

D. *Maximum Caravan Size.* Each ATV Business shall limit the number of ATVs travelling together on paved County B Roads as follows:

1. In a guided tour, the maximum caravan shall be six (6) ATVs, one of which must be driven by a guide representing the ATV Business; and
2. In an unguided rental group, the maximum caravan shall be four (4) ATVs.

E. *Compliance with County Law.* Each ATV Business, their owners, agents or guides, and clients or lessees, shall comply with County law, including the OHV speed limit and noise regulations set forth in Title 11 (Noise Pollution) of the Grand County General Ordinances.

F. *Enforcement.* Violations of this Section 5.02.020 by an ATV Business (including its owner, agent or guide acting in official capacity), or three (3) or more violations of this Section 5.02.020 by a client or lessee of an ATV Business in any calendar year, shall constitute grounds for revocation of the business license under Section 5.01.140.

Chapter 5.03

OVERNIGHT ACCOMMODATIONS

5.03.010 General Regulations for Overnight Accommodations

A. *Notification.* All Overnight Accommodations shall post a laminated 8.5x14" (or larger) sign in a form provided by the County in a conspicuous location near each primary ingress and egress which summarizes the County's Noise Pollution Ordinance and states that the Ordinance is strictly enforced.

B. Compliance with County Law. Each Overnight Accommodation, their owners, agents and customers shall comply with County law, including the OHV speed limit and noise regulations set forth in Title 11 (Noise Pollution) of the Grand County General Ordinances.

C. Enforcement. Three (3) or more violations of this Section 5.03.010 by a customer of an Overnight Accommodation in any calendar year shall constitute grounds for revocation of the Business License under Section 5.01.120.

Chapter 5.04

ALCOHOLIC BEVERAGES

Sections:

5.04.010 Local Consent required

5.04.020 Compliance with Law

5.04.010 Local Consent required

It is unlawful for any Person to knowingly permit or allow customers, guests, or any other person to possess Alcoholic Beverages upon which the seal has been broken, or to consume Alcoholic Beverages at such Place of Business, including a Special Event held in the unincorporated County, without first obtaining a Local Consent under this Chapter on forms provided by the County Clerk and/or Utah Department of Alcoholic Beverage Control ("DABC") for that purpose with the accompanying Local Consent fee, as applicable.

5.04.020 Compliance with Law

Every Licensee and other Person doing Business in Grand County shall be in compliance with all local, state, and federal law and regulations pertaining to licensure relating to the sale, manufacture, possession, keeping, giving, storing and transporting of Alcoholic Beverages, as applicable, and any other relevant health and safety codes and orders. Non-compliance shall be a violation of this Chapter.

Chapter 5.05

PENALTIES-VIOLATIONS

Sections:

5.05.010 Civil and Criminal Penalties

5.05.020 Civil Fines - Administrative Review and Appeal

5.05.010 Penalties-Violation

Violations of any provision of this Title may be punishable by Civil Fines, as defined in Chapter 1.04 of the Grand County General Ordinances, as amended, in the amounts set forth in the Grand County Consolidated Fee Schedule or \$100 per violation per day, whichever is greater, and/or criminal citation of a class B misdemeanor upon conviction thereof.

5.05.020 Civil Fines - Administrative Review and Appeal

All Civil Fines provided for in this section shall be in addition to the criminal penalties available to the County and shall be enforced as provided in Chapter 1.16 of the Grand County General Ordinances.