



# 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, March 16, 2021

**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)
- B. Title 5 (Business Licenses) update to integrate regulations for ATV Businesses (Christina Sloan, County Attorney)
- C. Presentation and discussion on noise ordinances and consultation services (Les Blomberg, Noise Pollution Clearinghouse Executive Director and Commissioner Walker)
- 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)

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

**4:05 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)  
E. March 2, 2021 (Regular County Commission Meeting)  
F. March 10, 2021 (Special Meeting)
- Ratification of Payment of Bills**
- Commission Member Disclosures**
- General Commission Reports and Future Considerations**
- Elected Official Reports**
- Commission Administrator Report**
- Department Reports**
- 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)
- H. Presentation and discussion on the Community Renewable Energy Program (Christopher Thomas, Department of Sustainability Senior Energy & Climate Program Manager)
- 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)
  - J. Approving amendment to Scenic View Inn Development Agreement (Chris Baird, Commission Administrator and Christina Sloan, County Attorney)
  - K. Approving budget appropriation for Thompson Springs clean-up efforts (Commissioner Hedin)
  - L. Approving letter to Bureau of Land Management requesting mitigation of crowding on local trails (Commissioner Walker)
  - M. Approving letter to Governor Cox requesting amendment to HB 297 (Commissioner Stock)
  - N. Approving Grand County's formal position regarding the 191 bypass feasibility (Chris Baird, Commission Administrator and Commissioner Clapper)
  - O. Adopting Resolution supporting the completion of the Colorado River Pathway (Chair McGann)
- 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
- Discussion Items**
  - T. Discussion on the Grand County organizational structure (Chris Baird, Commission Administrator)
  - U. Calendar items and special events (Mallory Nassau, Associate Commission Administrator)
- 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)
- Closed Session(s) (if necessary)**
- Adjourn**

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

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

At the Grand County Commission meetings/hearings any citizen, property owner, or public official may be heard on any agenda subject. The number of persons heard and the time allowed for each individual may be limited at the sole discretion of the Chair. On matters set for public hearings there is a three-minute

time limit per person to allow maximum public participation. Upon being recognized by the Chair, please advance to the microphone, state your full name and address, whom you represent, and the subject matter. No person shall interrupt legislative proceedings.

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

**DRAFT 3.11.21**

**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 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)														
<b>Commercial Uses (Section 3.4.9)</b>														
Retail Sales and Service	Outfitter, guide service and facility (non-ATV businesses)			C				C	C	C	C		<a href="#">3.2.3K.1</a>	
	ATV outfitter, guide service and rentals						C	C		C			<a href="#">3.2.3K.2</a>	
	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	<a href="#">3.2.3B</a>	
	Car wash						P			P	P	P	<a href="#">3.2.3G</a>	
	Fuel Service					C	C	P	P	P	P	P	<a href="#">3.2.3H</a>	
	Limited vehicle service									P	P	P		
	Vehicle sales, rental or leasing facility (non-ATV sales)						P			P	P			
	ATV sales													
	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

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a. General Outfitters, guide services and facilities shall screen all outdoor storage from view off-site with an 8 foot sight obscuring fence.

### 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.

b. All ATV outfitter, guide service, and rental businesses shall comply with the following regulations:

1. 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 60 db(A) measured from 50 feet; provided, however, that an ATV Business may elect to trailer their ATVs to trailheads in lieu of meeting the sound pressure level requirement. Each ATV Business shall demonstrate compliance of at least one-third of their ATV Fleet with this Section by January 31 of each year beginning January 31, 2022 for three years until they have reached full compliance on or before January 31, 2024.

2. Each ATV Business must submit a certificate of compliance with Section 3.2.3.K.2(b) ("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.

3. Each ATV Business shall install a sticker or magnet with a white background and large black numbering on the rear of the ATV 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.

4. Each ATV Business shall limit the number of ATVs travelling together on County B roads in a tour or rental group to six (6) or fewer, including ATVs driven by guides.

5. The ATV Fleet size for each ATV Business shall not exceed \_\_\_\_\_ ATVs.

### 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	Associated offices	Refueling facilities for fleet vehicles that belong to a specific use (See Accessory Use)
Auto body shop	Sales of parts	Retail sales of farm equipment and machinery and earth moving and heavy construction equipment (See Heavy industrial)
Auto detailing	Towing	Vehicle parts sales as a principal use (See Retail Sales and Service)
Auto service facilities	Vehicle fueling	
Auto upholstery shop	Vehicle storage	
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		ATV sales

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Tire sales and mounting Towing service Vehicle sales, rental, or leasing facilities (including passenger vehicles, motorcycles, light and medium trucks, boats, and other recreational vehicles)		
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**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	ATV sales, rental or leasing facility businesses and ATV outfitter, guide service, and facility businesses.
Clustering Development Pattern	A development design technique that concentrates buildings <b>or lots</b> in specific areas on a site to allow the remaining land to be used for recreation, open space, <b>and</b> agricultural uses, <b>or a more efficient use of land and public streets, utilities, and governmental services.</b>
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.

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**DRAFT 3.11.21**

Title 11

**BUSINESS LICENSES**

Chapters:

- 5.01 General Regulations
- 5.02 Motor Vehicles Rentals
- 5.03 Alcoholic Beverages
- 5.04 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 Term; Renewal
- 5.01.050 License fees
- 5.01.060 License application
- 5.01.070 Contents of application
- 5.01.080 Display of license
- 5.01.090 Inspection
- 5.01.100 Compliance with law
- 5.01.110 License issuance or denial
- 5.01.120 Revocation
- 5.01.130 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.

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**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 ATV outfitter, guide service, and rental businesses, to the extent permitted in this Title 5 and the Grand County Land Use Code.

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.

C. “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.

D. “Home Business” or “Home Based Business” shall mean 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.

E. “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.

F. “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.

G. “Local Consent” shall mean 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.~~

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H. "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.

I. "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.

J. "Principal Office Address" means the main office or headquarters of the business, at which location business decisions are made.

K. "Retailer" means any person engaged in the sale or distribution of beer to the consumer.

L. "Special Events" shall have the meaning assigned in Section 8.16.030 of the Grand County General Ordinances.

M. "Owner" means any person or entity with an interest in and often dominion over the property, with exclusive use, control, or possession of property.

N. "Vehicle" or "Motor Vehicle" means any vehicle included within Utah Code § 41-1a-102.

O. "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. 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 the license required by this Chapter except as provided in Section 5.01.030.E.

B. 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.

C. All Special Events require a general or temporary business license.

D. The following Businesses are exempt from the licensing requirements of this Chapter: i) a Business operated only occasionally by a Person under 18 years of age; and ii) a Business 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 Term--Renewal**

A. 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

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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. 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.

C. 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.

### **5.01.050        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.

### **5.01.060        License application**

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. Submission of an application does not constitute approval. 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.

### **5.01.070        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.

### **5.01.080        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

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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.

### **5.01.090      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.

### **5.01.100      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.

### **5.01.110      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 5.01.070, 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. No License granted under this Chapter 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. Furthermore, a License issued for a particular location may not be transferred for use to another location. Any License transferred or used in violation of this Section shall be deemed revoked.

C. A license may be denied if the applicant has:

1. Obtained a license by fraud, misrepresentation, or deceit;
2. Failed to pay personal property or real property taxes or other required taxes or fees imposed by the County, including prior licensing fees;
3. Violated the laws of the state of Utah, the United States, or Grand County;
4. Failed to comply with the conditions or requirements of a conditional use permit; or
5. Failed to comply with the terms of any agreement with the County, including a development agreement or approval.

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### 5.01.120 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.

### 5.01.130 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 [Fleet Inventory of Motor Vehicle Rental Fleets](#)  
5.02.020 [ATV Business Regulations](#)

#### 5.02.010 Fleet Inventory of Motor Vehicle Rental Fleets

ATV Businesses and every other business which rents or leases Applications involving the rental or lease of motor vehicles, 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 Motor Vehicle 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. This requirement applies whether or not the ATV or other business owns the motor vehicles in their fleet.

#### 5.02.020 General Regulations for ATV Businesses

##### 5.02.020.1 ATV Identification

Each ATV Business shall install a sticker or magnet with a white background and large black numbering on the rear of the ATV 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.

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### 5.02.020.2 Maximum Number of Licenses for ATV Businesses

The office of the County Clerk may issue no more than five (5) licenses to ATV outfitter, guide service, and rental businesses.

### 5.02.020.3 Maximum Sound Pressure Levels, db(A) for ATV Businesses

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 60 db(A) measured at 50 feet; provided, however, that an ATV Business may elect to trailer their ATVs to trailheads in lieu of meeting the sound pressure level requirement. 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. Each ATV Business shall demonstrate compliance of at least one-third of their ATV Fleet with this Section by January 31 of each year beginning January 31, 2022 for three years until they have reached full compliance on or before January 31, 2024.

### 5.02.020.4 Maximum Caravan

Each ATV Business, their owners, agents or guides, and clients or lessees, shall limit the number of ATVs travelling together on County B roads in a tour or rental group to six (6) or fewer, including ATVs driven by guides.

### 5.02.020.5 Maximum ATV Fleet Size

The ATV Fleet size for each ATV Business shall not exceed \_\_\_\_\_ ATVs.

### 5.02.020.6 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.

### 5.02.020.7 Enforcement

Violations of this Section 5.02.020 by an ATV Business or its owner, agent or guide, 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 5.01.120.

## Chapter 5.03

### ALCOHOLIC BEVERAGES

#### Sections:

- 5.03.010 Local Consent required
- 5.03.020 Compliance with Law

- 5.03.010 Local Consent required

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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.

### **5.03.020      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 5.04**

### **PENALTIES-VIOLATIONS**

Sections:

**5.04.010      Civil and Criminal Penalties**

**5.04.020      Civil Fines - Administrative Review and Appeal**

### **5.04.010      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.

### **5.04.020      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 11

## NOISE POLLUTION

Chapters:

- 11.01 Purpose; General
- 11.02 Definitions
- 11.03 Noise Prohibitions Levels
- ~~11.04 Specific Noise Prohibitions~~
- 11.04 Motor Vehicles
- 11.05 Exemptions; Relief
- 11.06 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 ~~by~~ ~~loud~~ noises in the unincorporated areas of Grand County; and
- B. Prevent excessive, ~~unnecessary~~, or unusual ~~by~~ ~~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. “Device” means any mechanism that is intended to produce, or that actually produces noise when operated or handled.

C. “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.

D. “Emergency” means a situation or occurrence which may present an imminent threat to the health, safety or welfare of any person, place or property.

E. “Excessive **or Unusual** Noise” means any Sound or Noise that exceeds the “Maximum Sound Pressure Levels, db(A), during all hours” set forth in Table 1 when measured at the distances provided therein, as measured on a Class or Type 1 decibel or sound level meter ~~of standard design and quality on the “A” weighting scale db[A], aka the “A” weighting network.~~

**Table 1**  
**Maximum Sound Pressure Levels, db(A)**

<b>All Motor Vehicles</b>	<b>Measured by the SAE J1287 stationary test from the exhaust outlet at a distance of:</b>	<b>Maximum Sound Pressure Levels during all hours</b>	<b>Maximum Sound Pressure Levels during Restricted Hours</b>
	<b>20"</b>	<b>92 db(A)</b>	<b>89 db(A)</b>
	<b>Measured by a Class or Type 1 Sound Meter at a distance of:</b>	<b>Maximum Sound Pressure Level, db(A)</b>	<b>Maximum Sound Pressure Level, db(A), during Restricted Hours</b>
<b>Domestic Power Tools and Equipment used in Residential Zones</b>	25 feet or the property line, whichever is further	75 db(A) or greater limited to a cumulative total of 10 hours over any 7 day period	Noise prohibited under 11.03.020
<b>All Other Noise in Residential Zones, unless prohibited in Section 11.03.020</b>	Measured at the property line	75 db(A)	70 db(A)
<b>All Other Noise in Commercial Zones, unless prohibited in Section 11.03.020</b>	Measured at the property line	80 db(A)	70 db(A)
<b>All Other Noise in Industrial Zones, unless prohibited in Section 11.03.020</b>	Measured at the property line	85 db(A)	70 db(A)

F. “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 Table 1 when measured at the distances provided therein, as measured on a Class or Type 1 decibel or sound level meter but not limited to those Noises expressly prohibited in Chapter 11.04..**

**G. “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.**

**H. “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.**

**I. “Noise” means any Sound that is unwanted and causes or tends to cause an adverse psychological or physiological effect on human beings.**

**J. “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.**

**K. “Plainly Audible Noise” means any 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.**

**L. “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.**

M. “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.

N. “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.

O. “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.

P. “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 PROHIBITIONS ~~LEVELS~~

#### Sections:

11.03.010 Noise Levels

11.03.020 ~~Measurement~~ Specific Noise Prohibitions **During Restricted Hours**

11.03.030 **Certain Noises Prohibited on Public Rights-of-Way**

11.03.010 Noise Levels.

Except as provided in Chapter 11.045, 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 defined by Section 11.02.010**.

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.

**11.03.020 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;
- 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. ~~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.

#### 11.03.030 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; and
- C. Revving, aka rapid throttle advance, of an engine resulting in Loud Noise from the engine.

#### Chapter 11.04

#### MOTOR VEHICLES

##### 11.04.010 Motor Vehicle Prohibitions.

No person shall operate or use, nor shall any person cause, allow, permit, or fail to control the operation or use of any Vehicle:

- A. Without a noise control system that meets the original specifications installed by the manufacturer;
- B. Unless the noise control system is in constant operation and free of defects that affect sound reduction;
- C. With any cut out, bypass or similar device which increases sound pressure levels; and
- D. When the noise control system has been modified, punctured, or rendered inoperative; and
- E. That produces Excessive or Unusual Noise; provided, however, that, in addition to any legal justification to initiate a routine traffic stop, total vehicle noise exceeding the maximum allowable sound pressure levels set forth in Table 2 provides a sufficient basis for stopping, detaining, and testing a Vehicle for a violation under this Title.

Table 2  
Maximum Sound Pressure Levels, db(A) for Motor Vehicles  
for drive-by enforcement

All Motor Vehicles	Measured by a Class or Type 1 Sound Meter from centerline of roadway at a distance of:	Maximum Sound Pressure Level, db(A)
	16 feet	72 db(A)
	25 feet	68 db(A)
	32 feet	66 db(A)
	50 feet	62 db(A)

## Section 11.05

### EXEMPTIONS

#### 11.05.010      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; and
- 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 where i) all reasonable efforts have been made to mitigate impact on surrounding properties; ii) any construction equipment is used according to the manufacturer's specifications and is in good working order; and iii) such construction does not occur during the Restricted Hours.

## Chapter 11.06

### ENFORCEMENT

#### Sections:

- 11.06.010 Violation
- 11.06.020 Enforcement

11.06.010 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.~~ **Violation of this Title shall be an infraction, punishable with no imprisonment and fines up to \$750.** Each day such violation is committed or permitted to continue shall constitute a separate violation **unless limited by Utah law.**

11.06.020 Enforcement.

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.



## GRAND COUNTY COMMISSION SPECIAL MEETING

Grand County Commission Chambers  
Held virtually on Zoom  
Moab, Utah

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

### MINUTES 02 MAR, 2021

The Grand County Commission met in a regular meeting on 2 March, 2021. The meeting was streamed/attended electronically. It was also broadcast and saved on YouTube. Commissioners in attendance were Evan Clapper, Jacques Hadler, Trish Hedin, Mary McGann, Sarah Stock, Gabriel Woytek. Also present were County Commission Administrator Chris Baird, Associate County Commission Administrator Mallory Nassau, County Attorney Christina Sloan, and Clerk/Auditor Quinn Hall. Commissioner Kevin Walker arrived at 4:03.

#### Call to Order

Chair McGann called the meeting to order at 4:01 pm.

#### 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)

Brady Bradford discussed the current state of the pandemic. Brady noted new case rates and new cases have dropped recently. ~ 26% of the population has received the vaccine so far. Other agencies and private businesses are beginning to offer the vaccine. People wanting the vaccine should call the health department or get online to check availability and schedule an appointment. Brady noted Grand County would likely move to the moderate risk level on Thursday. It's rare that any vaccines are going to waste in the County. They've discussed opening up vaccinations up to ages 40+ with pre-existing conditions that would warrant vaccination. Vaccine distribution is done as evenly as possible. Locals getting vaccinated in other districts/counties are counted in the South Eastern Utah Health District. Brady noted that smaller population counties are slightly more likely to shift between transmission levels due to lower populations.

#### 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)

#### Presentation

Christina noted this will extend the local state of emergency. This helps facilitate potential funding and e-meeting policy. The County mask mandate mirrors the state mandate. This should last until the 2<sup>nd</sup> meeting in June.

**Motion by Jacques Hadler to approve the Executive Order extending the State of Local Emergency and the Joint Public Health Order 2021-01GC.**

**Motion seconded by Gabriel Woytek**

**Discussion** (none at this time)

**Motion passes 7-0**

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

Courtney Kizer (developer) commented on behalf of Murphy Flats. Noted support for the High Density Housing Overlay (HDHO) as it stands, and expressed opposition to the proposed rules and regulations.

David Hirschi – legal counsel for developers – suggested opposition to proposed HDHO rules and regulations. David suggested that the proposed rules and regulations could potentially be in violation of state law. David offered his opinion that the rules and regulations are potentially intended to legislate. David suggested that, in his opinion, lenders may be prohibited from closing a loan on HDHO properties, and that banks may not be willing to lend against the properties. David offered his opinion that passing the rules and regulations would constitute a breach of contract by the County.

Rachel Moody suggested that, in her recollection, the priority of the housing task force was residency, not ownership. Rachel offered her opinion that many of the projects may not move forward if the rules and regulations are passed.

Trish Hawkins commented about the UTV/OHV noise problem. Trish suggested that noise issue is one of the top problems facing the community. Trish encouraged the commission to take action to solve the problem for the community. Trish suggested a noise ordinance and speed bumps. Trish commented that in her opinion the County should make this a priority. Trish urged the commission to find the strongest possible solution.

Christina Sloan suggested any noise related communication to the County also be sent to the County Sheriff.

Liz Thomas thanked the community for their hard work. Liz commented that the UTV noise is still a problem. Urged the Commission to use whatever tool necessary to regulate the noise.

Pete Gross echoed earlier comments that the UTV/OHV noise is an issue. Pete suggested the community is in support of reducing noise.

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

C. February 16, 2021 (Regular County Commission Meeting)

**Motion by** Gabriel Woytek to approve the minutes from 16 February, 2021.

**Motion seconded by** Jacques Hadler

**Discussion** (none at this time)

**Motion passes 7-0**

**Ratification of Payment of Bills**

**Motion by** Gabriel Woytek to ratify and approve payment of bills in the amount of \$213,955.08 and payroll in the amount of \$223,721.04 for a combined total of \$437,676.12.

**Motion seconded by** Kevin Walker

**Discussion** (none at this time)

**Motion passes 7-0**

**Commission Member Disclosures**

(none at this time)

**General Commission Reports and Future Considerations**

**Jacques Hadler**

- Testified in front of Utah House for Utahraptor State Park
- Museum of Moab meeting
- Chamber of Commerce meeting
- Met with Travel Council
- Chamber of Commerce annual retreat – new president
- Chamber would like to work more closely with the County

**Tish Hedin**

- Attended Town of Castle Valley meetings - speeding, cell reception
- Conservation District meeting
- Meetings/discussions with Thompson Springs Cleanup – needs plats and rezone
- They have a cleanup day planned and are seeking grant funding for further cleanup

**Evan Clapper**

- Discussed a date to entertain Congressman Curtis

**Gabriel Woytek**

- Reached out to Association of Local Government (ALG) for potential grant funding for Thompson Springs
- Next week presentations for faculty positions at USU

**Kevin Walker**

- Met with Noah Rosenberg about redistricting and potentially not splitting Grand County

**Mary McGann**

- Attended Housing Authority meeting – most housing has a waiting list
- Building costs are increasing dramatically
- Visited Museum of Moab – presentation of William Grandstaff later this month
- Testified on HB 257

**Sarah Stock**

- Attended meeting about renewable energy program
- Attended Grand County Weeds board meeting

**Elected Official Reports**

(none at this time)

**Commission Administrator Report**

Chris Baird noted recent staff changes. Moving forward with Planning and Zoning hiring changes.

Mallory submitted the Community Impact Fund Board ranking prioritization list recently.

## **Department Reports**

### D. Report on Canyonlands Regional Airport (Andy Solsvig, Airport Director)

Andy discussed recent activity at the airport. They're considering a future orientation meeting at the airport.

Canyonlands Regional airport serves the community of Southeast Utah. Andy discussed stakeholders at the airport, noting occasional military and medical use. Andy introduced the staff of the airport. Andy discussed upcoming projects at the airport, the recent name change and updating of documentation, and CARES Act and stimulus funding. The airport is conducting a budget analysis. Andy discussed 2021 budget numbers, and shared flight numbers. There will be a Moab to Salt Lake City route coming this spring. Andy noted the staff at the airport is only in charge of maintaining the airfield and emergency operations. Andy discussed the increase in activity late in the summer of 2020. Andy noted interest in rental vehicles is increasing. There is currently no way to offer any sort of meal service at the airport without more infrastructure improvements.

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

### E. Adopting Resolution amending the Bylaws of the Planning Commission (Chris Baird, Commission Administrator)

#### **Presentation**

Chris discussed the bylaws of the planning commission. The planning commission evaluates the bylaws once per year, and has voted on amendments. They changed when the officers are appointed. There's a change to allow electronic meetings – in line with Grand County regulations. Adds a definition regarding ex parte communications.

**Motion by** Kevin Walker to adopt the resolution amending the bylaws of the Grand County Planning Commission.

**Motion seconded by** Jacques Hadler

#### **Discussion**

Evan asked about some of the changes and Chris noted that the planning commission made some changes and he made some changes. Kevin suggested that the amendments are appropriate. Christina suggested adding the term "financial" to a specific line. Chris clarified the definition of "ex-part" communication. Evan asked about this potentially hindering the ability of the planning commission to communicate with applicants, and Chris responded that County Staff should generally be the party to respond – not the planning commission.

**Motion to amend** the original motion to include the word "a financial" as per County Attorney and Chris Baird

**Motion to amend seconded** by Sarah Stock

**Amendment passes 7-0**

**Motion passes 7-0**

F. Approving Revised High Density Housing Overlay Rules & Regulations (Christina Sloan, County Attorney)

**Presentation**

Christina discussed the rules and regulations, noting this does not change existing land use code. There is a new conflict section that defers to land use code in case of a conflict. Christina noted the changes have been implemented in coordination with local developers. Christina noted there are some local developers that are satisfied with the rules and regulations. Christina discussed the legislative intent and the plain language of the land use code, noting approval of a majority of commissioners when passed. Christina suggested banks would likely allow lending for the properties. Christina noted support from residents. Christina discussed some changes since the last meeting. The changes were made to allow for initial ownership and continued occupancy by a qualified household.

**Motion by** Kevin Walker to approve the Rules and Regulations for the High Density Housing Overlay program administration, to be effective immediately.

**Motion seconded by** Trish Hedin

**Discussion**

Kevin noted support for the rules and regulations, and suggested the concept of owners that aren't occupants was relatively recent. Shared his opinion that allowing outside ownership could potentially drive prices higher. Kevin noted his understanding of the intent was to create local housing.

Trish suggested the planning commission, and in turn the County, exists to serve the community, not developers. Trish wants to be sure they're doing what they can to provide housing for locals.

Sarah suggested that in her opinion this adds clarity and offers reasonable solutions for owners and developers.

Evan suggested the existence of unrestricted portions of developments and the ability for developers to maintain ownership seems to solve a lot of issues. Evan suggested this should eventually allow for more local ownership. Evan noted community support of HDHO overlays. Evan suggested that he remembers the original intent was always to increase the pool of locally owned housing – not to increase outside investor opportunity.

Jacques agreed with prior comments. Jacques noted support for the clarifications to the HDHO.

Gabriel noted the clear language of the original land use code (LUC). Gabriel agrees with prior comments.

Jacques noted he wasn't ready to approve after the last meeting but is ready to support at this point.

Mary noted support for ongoing projects and local developers. Mary suggested she remembered meetings where the intent was clearly for local ownership. Mary noted support for the rules and regulations.

Kevin noted the importance of distinguishing between developer ownership and occupant ownership and suggested that provides a way forward. Kevin noted investors could potentially partner with developers.

**Motion passes 7-0**

G. Adopting Resolution approving Sky Retreat Minor Record Survey in the Westwater Area (Parcel No. 04-0025-0089) (Christina Sloan, County Attorney)

## **Presentation**

Christina discussed the minor record survey. The owners would like to subdivide into 3 parcels. This has passed document review. There is a road dedication. This is administrative.

Kevin asked if there was an overnight accommodations overlay (OAO) in place. Chris noted this parcel is not included in the OAO currently.

Christina noted there are no improvement obligations to the County.

**Motion by** Evan Clapper to approve the Minor Record Survey for the Sky Retreat Subdivision for Parcel No. 04-0025-0089 with the following condition:

1. The Road Easement and Quit Claim Deed shall be recorded in the real property records of Grand County, Utah at the same time the Minor Record Survey is filed as a record of survey.

**Motion seconded by** Jacques Hadler

## **Discussion**

Sarah asked about the LUC in relation to the project. Christina noted there is still a roadway, but the County bears no liability for infrastructure. Chris noted that the parcel is currently zoned as range and grazing, and there is no particular use intended at this point.

**Motion passes 7-0**

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)

## **Presentation**

Jen Sadoff (Moab Regional Hospital) discussed the needs and current state of the hospital, and the intended expansion. Jen suggested the yearly loan payments on hospital, even with the expansion, would go down with current interest rates. Jen discussed several of the planned improvements at the hospital. The USDA would provide financing long-term, but the County would provide interim bond funding.

Randy Larsen (Gilmore and Bell – bond counsel for Grand County) discussed the advantage to the hospital using the County to access tax free interest rates. The County will need to take specific action to issue the bonds. The County is not allowed to offer credit to the hospital. The County faces no financial obligation. The County will be named on the bonds. This is the notice of intention. There will be a second action later. This action does not authorize issuance of bonds. Randy noted no opposition to the action. Randy discussed section 5 – noting it prohibits reimbursable expenses too far in the past.

**Motion by** Kevin Walker to adopt the resolution declaring intent to issue hospital revenue and refunding bonds in an aggregate principal amount not to exceed \$57,000,000 for the purposes of refunding certain outstanding obligations and to finance the acquisition, construction and equipping of improvements to Moab Regional Hospital, and to authorize notice of bonds to be issued, with the amendment that all references to March 30<sup>th</sup> in the resolution are changed to April 6<sup>th</sup>.

**Motion seconded by** Jacques Hadler

**Discussion**

Evan noted appreciation for the hospital, and suggested any action the County can take to support the hospital is a good one.

**Motion passes 7-0****Citizens to be Heard (6:34 pm)**

(none at this time)

- 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)

**Presentation**

Christina discussed the amendment – this cleans up an ordinance passed in November and brings it into agreement with other ordinances.

**Motion by** Evan Clapper to amend Ordinance No. 617 and Chapter 1.16 of the General Grand County Ordinances pursuant to the proposed Ordinance.

**Motion seconded by** Sarah Stock**Discussion**

(none at this time)

**Motion passes 7-0**

- 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)

**Presentation**

Christina discussed the changes to Title 5 – business licenses in Grand County Code. Christina noted this is an overhaul, replacing several ordinances. This has no effect on OHV/UTV regulations. This dramatically simplifies the alcohol licensing procedure.

Chris noted this may require a little more revision in the future regarding OHV/ATV regulations.

**Motion by** Jacques Hadler to repeal Title 5 (Business Licenses and Regulations) of the Grand County General Ordinances and related Ordinance Nos. 38, 43, 146, 210, 251, 294, 329 and 359 and adopt new Title 5 (Business Licenses) of the Grand County General Ordinances.

**Motion seconded by** Evan Clapper

**Amendment to the motion by** Evan Clapper with the addition of ordinance 265 included.

Christina and Chris clarified the Moab City/Grand County business license interaction.

**Amendment to the motion seconded by Jacques Hadler**

**Amendment passes 7-0**

## **Discussion**

Gabriel asked about notifying businesses of new requirements. Chris noted entities should notify business owners of new regulations.

Businesses would need a County business license if they're from outside the County. Evan noted there are possibly 600+ CUA's in Arches that likely aren't permitted by the County.

Chris noted there are other Counties that accept business licenses from any County – Grand County does not. Chris noted state law allows a fee waiver for home based businesses.

## **Motion passes 7-0**

- K. Filling vacancies on Regional Transportation Plan stakeholder's group (Commissioner Clapper)

## **Presentation**

Evan noted this will fill some new vacancies. Gabriel is planning on attending upcoming meeting. Bill is willing to attend the meeting.

**Motion by** Evan Clapper to appoint Evan Clapper, Gabriel Woytek, and Bill Jackson as Grand County representatives to the Regional Transportation Plan stakeholder's group.

## **Motion seconded by** Sarah Stock

## **Discussion**

Evan noted this is an open invite to whomever wants to attend. Some discussion about upcoming projects and ideas with regard to the Regional Transportation plan. No votes or major discussion around policy.

## **Motion passes 7-0**

## **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

## **Presentation**

**Motion by** Evan Clapper to adopt the consent agenda as presented.

## **Motion seconded by** Sarah Stock

**Discussion** (none at this time)

## **Motion passes 7-0**

## **Discussion Items**

- M. Legislative Update (Christina Sloan, County Attorney)

Christina noted the general session ends Friday. Christina noted there's a new HB 409 that overhauls LUDMA - it's a compromise bill and unlikely to change. SB195 will change the way the health department has the ability to issue orders. SB204 gives Counties only 30 days to issue special event permits. If the County can't respond in 30 days, approval is implied. Christina discussed the bill regulating Accessory Dwelling Units (ADU's). The billboard bills are not moving forward. The County should update billboard code.

HB247 has passed the house, but not the senate. HB257 – Utahraptor State Park passed committee – there was a \$20,000,000.00 appropriation for the park. The UTV/OHV curfew did not pass.

N. Discussion on noise enforcement (Christina Sloan, County Attorney and Commissioner Walker)

Christina and Kevin discussed the issue of noise and enforcement. There has been some research and discussions about enforcement and surrounding noise issues. The County needs to identify, clarify, and create enforceable regulations. The stationary test is likely the only one defensible in court. It requires some stringent requirements to measure correctly.

Kevin suggested the noise ordinance is very important and noise is one of the biggest issues in our community right now. Kevin suggested the stationary test is possibly not the only option available to the County.

Christina suggested the difficulty in prosecuting cases based on incomplete or difficult to prove violations.

Kevin noted the difficulty of getting law enforcement to buy in to noise issue enforcement.

Sarah suggested the noise is a major issue for the community and noted support for any action that could potentially decrease noise in town.

Christina discussed the potential of a checkpoint, noting that it's likely the County wouldn't be granted the ability to conduct more than a few a year, and the checkpoint would likely be for more than just noise. The checkpoints would be intensive from a personnel standpoint. Christina noted the fines for violations may be higher than bringing vehicles into compliance.

Chris discussed some points about stops and stationary tests.

Kevin discussed some of the different tests and different measuring methods – noting differences between drive by and stationary tests.

Mary suggested enforcing the speed limit first, and then perhaps moving to noise enforcement later.

Christina reiterated the importance of local law enforcement cooperation.

Mary suggested increased signage.

Kevin agreed that better advertising and public communication going forward would likely help. Kevin noted the potential of electric UTV's in the future.

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

Mallory ran down some of the upcoming events.

Elaine provided some updates and information about the special events calendar.

Public Notice for the Dark Sky amendment is upcoming. There is a special meeting March 10<sup>th</sup> at 10:00 for the planning and zoning appeal/interpretation.

There's a flyer for the Museum for a virtual event – the story of William Grandstaff.

Airport orientation possible for the future – weigh in on schedules for those days.

## **Public Hearings- Possible Action Items**

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

1. Character, Professional Competence or Physical or Mental Health of an Individual and a strategy session to discuss pending or reasonably imminent litigation
2. **Motion by** Gabriel Woytek to enter closed session to discuss character, professional competence or physical or mental health of an Individual and/or to discuss pending or reasonably imminent litigation.

**Seconded by** Jacques Hadler

**Motion passes 7-0**

Commission entered closed session at 7:53 pm.

Commission exited closed session at 8:44 pm

**Adjourn**

**Chair McGann adjourned the meeting at 8:44 pm.**

DRAFT



## GRAND COUNTY COMMISSION SPECIAL MEETING

Grand County Commission Chambers  
Held virtually on Zoom  
Moab, Utah

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

### MINUTES 10 MAR, 2021

The Grand County Commission met in a special meeting on 10 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, Associate County Commission Administrator Mallory Nassau, County Attorney Christina Sloan, Abby Scott from Planning and Zoning and Clerk/Auditor Quinn Hall.

#### Call to Order

Chair McGann called the meeting to order at 9:02 am.

#### Appeal Hearing

- A. Appeal Hearing of the Zoning Administrator's Interpretation Regarding the Creekside Planned Unit Development (PUD) Amendment

Chris Baird described the proceedings, noting this is not an appeal of the PUD decision, this is an appeal of the interpretation. The commission has the option to affirm or amend the interpretation.

Scott Anderson (appellant) commented that, in his view, the PUD was used outside the intended purpose. Scott suggested implementation of the PUD is should not increase density. Scott offered his opinion that the PUD in this case is poorly implemented. Scott suggested that the PUD as implemented does not offer more open space, and is used only as vehicle for the developer to create more lots. Scott offered his opinion that this increases density in the area. Scott suggested that allowing 6 homes on 4 acres increases density, and, in turn, violates use of the PUD.

Christina responded, noting the argument made by appellant counsel, and suggested that the PUD does not indicate that PUD's don't include infrastructure and do allow clustering. Christina noted the PUD may be used for affordable housing and open space, but noted the commission does not suggest that this development does.

Evan asked about property owner's rights regarding the final plat.

Christina responded that the application was approved using the land use code (LUC) at that time. A major amendment requires commission approval.

Scott commented that even with the roads being placed in a separate parcel, there is still an increase in density.

Christina noted that this still doesn't increase density, and noted the use of PUD's to offer flexibility. Christina noted this is not an increase in density.

Scott offered his opinion that this still increases density.

Christina Brinegar offered her opinion that this allows for no open space, as she suggested that was the original intent of the PUD.

Christina Sloan noted the county is exercising flexibility in accordance with County land use code.

Evan noted the PUD was never approved contingent on open space.

Mary asked about the total and developable acreage.

Chris noted that undevelopable acreage is often counted as part of the PUD and noted the general plan is not a legislative document, but for general guidance.

Kevin commented that in Grand County several lots have lines that often go to the center of the road even though that portion of acreage is technically undevelopable. Kevin noted there are several lots technically less than one acre when the road is excluded.

Scott offered his opinion that tract 2 should be developed in a similar manner as tract 1.

Christina Sloan commented that the PUD allows the County flexibility to separate roads into separate parcels. Christina noted that total acreage is in accordance with current zoning.

**Motion by** Evan Clapper to uphold the interpretation of Jan 11 2021

**Motion seconded by** Jacques Hadler

#### **Discussion**

Evan suggested the commission followed existing LUC and acted appropriately with regard to residents and existing code, noting the vested rights of the property owner.

Kevin noted the inclusion of the road is consistent an in line with County code. Kevin suggested the PUD as interpreted does not increase the density and noted he does not feel like this misuses the PUD. Kevin suggested the benefits of using PUD's to allow for flexibility.

Christina Sloan suggested focusing on all the questions in the interpretation and noting either agreement or dissent with the prior interpretation.

Evan suggested he feels prior commission actions were well within existing LUC.

Kevin agreed.

Mary commented that she'd walked the area and appreciated the potential to keep areas undeveloped. Mary agrees with the interpretation.

Gabriel noted he agrees with the interpretation and application of LUC in this case.

Sarah agrees with the original interpretation.

Jacques noted he agrees with the County's original interpretation.

Kevin suggested that this does seem to be a clustering of the development.

Christina relayed the definition of "clustered" from existing LUC.

**Roll Call Vote:** Kevin Walker, yes. Jacques Hadler, yes. Gabriel Woytek, yes. Sarah Stock, yes. Mary McGann, yes. Evan Clapper, yes.

**Motion passes 6-0**

**Adjourn**

**Chair McGann Adjourned the meeting at 9:49 am**

DRAFT

# RECREATION OPPORTUNITIES SPECTRUM

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Manti La-Sal Forest Plan Revision

<https://www.fs.usda.gov/main/mantilasal/landmanagement/planning>



# What is ROS?

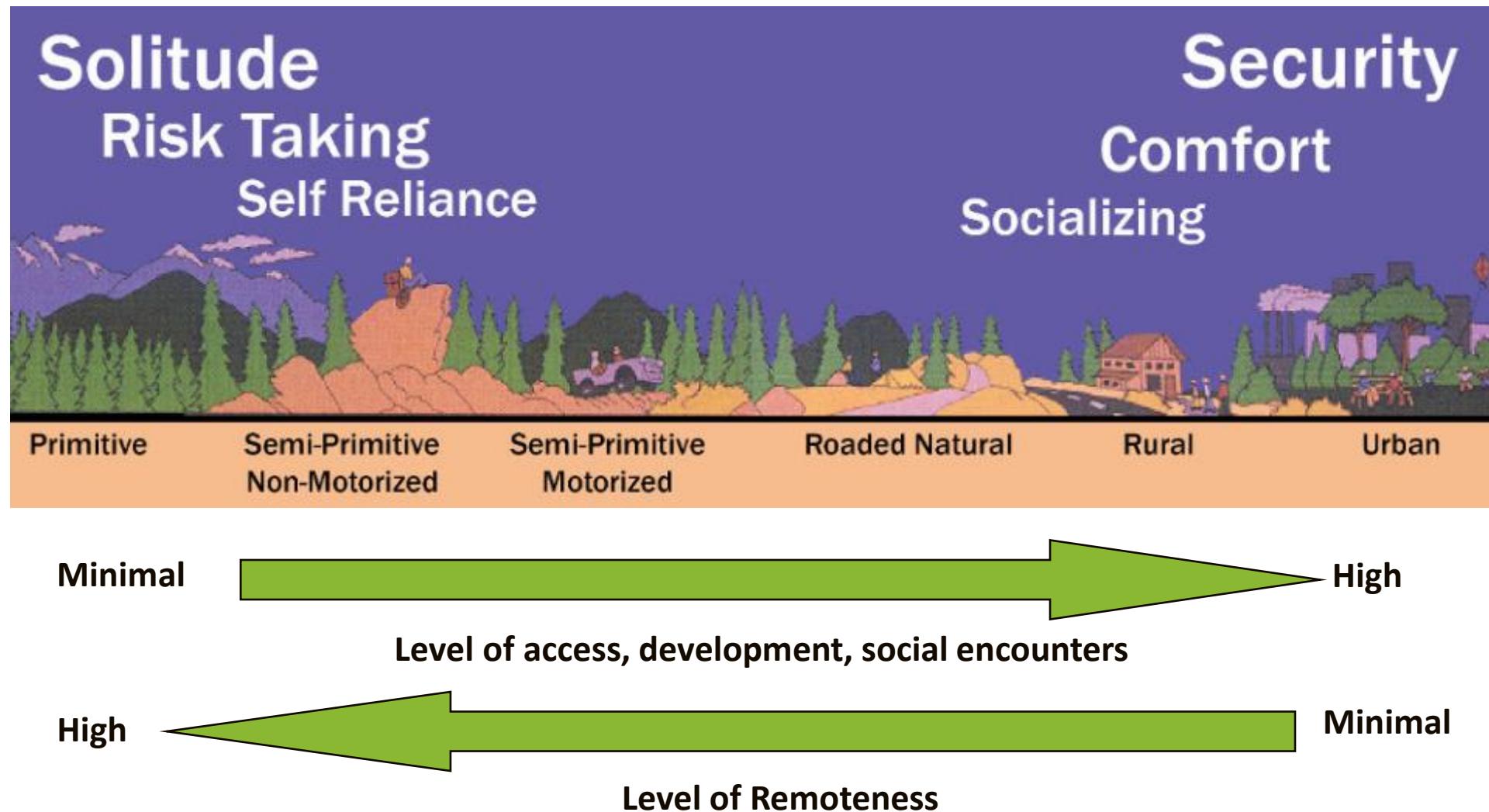
- ROS is
  - A zoning tool developed in the 1970's to classify and monitor existing and desired recreation settings.
  - The primary tool for providing recreation input to forest planning

# The Premise....

- Provide habitats for a variety of recreation types
- Activity + Setting = Opportunity
  - Camping + Undeveloped Site = Solitude, Challenge and Self-Reliance
  - Camping + Developed Site = Comfort, Safety, Social



# The Spectrum



# Classifications or ROS

Four of the six settings are identified on the Manti-La Sal:

- **Roaded Natural:** lands with modifications, including trails and roads. Structures and developments are common. Social encounters are frequent.
- **Semi-Primitive Motorized:** lands with some modifications, primarily both motorized and non-motorized trails as well as roads. Structures and developments are rare. Social encounters are moderate.
- **Semi-Primitive Non-Motorized:** lands with few modifications, including evidence of trails and roads, but are usually closed to motorized use. Structures and developments are rare. Social encounters are few.
- **Primitive:** lands that are essentially unmodified, with some evidence of trails but no motorized use. Structures and developments are absent. Social encounters are few to none.

# The 4 ROS Classes

**Primitive**



**Semi-Primitive  
Non-Motorized**



**Semi-Primitive  
Motorized**



**Roaded  
Natural**



# Land Use Suitability and ROS

- ROS classes are linked with suitability for activities, development levels and motorized/non-motorized use.
  - Desired conditions in plan outline this link
  - Standards and guidelines provide further direction on what is or is not suitable in specific classes
- 2012 Planning Rule:
  - (219.7.e.1.5) *Suitability of lands.* Specific lands within a plan area will be identified as suitable for various multiple uses or activities based on the desired conditions applicable to those lands. The plan will also identify lands within the plan area as not suitable for uses that are not compatible with desired conditions for those lands.
- 2015 Planning Handbook
  - Plans should include suitability determinations for motorized recreation including over the snow vehicles consistent with the desired recreation opportunity spectrum class. This suitability of areas may change by season. Travel management decisions are separate, project-level decisions that determine the specific areas and routes for motorized recreation consistent with areas identified in the plan as suitable for motorized recreation use.

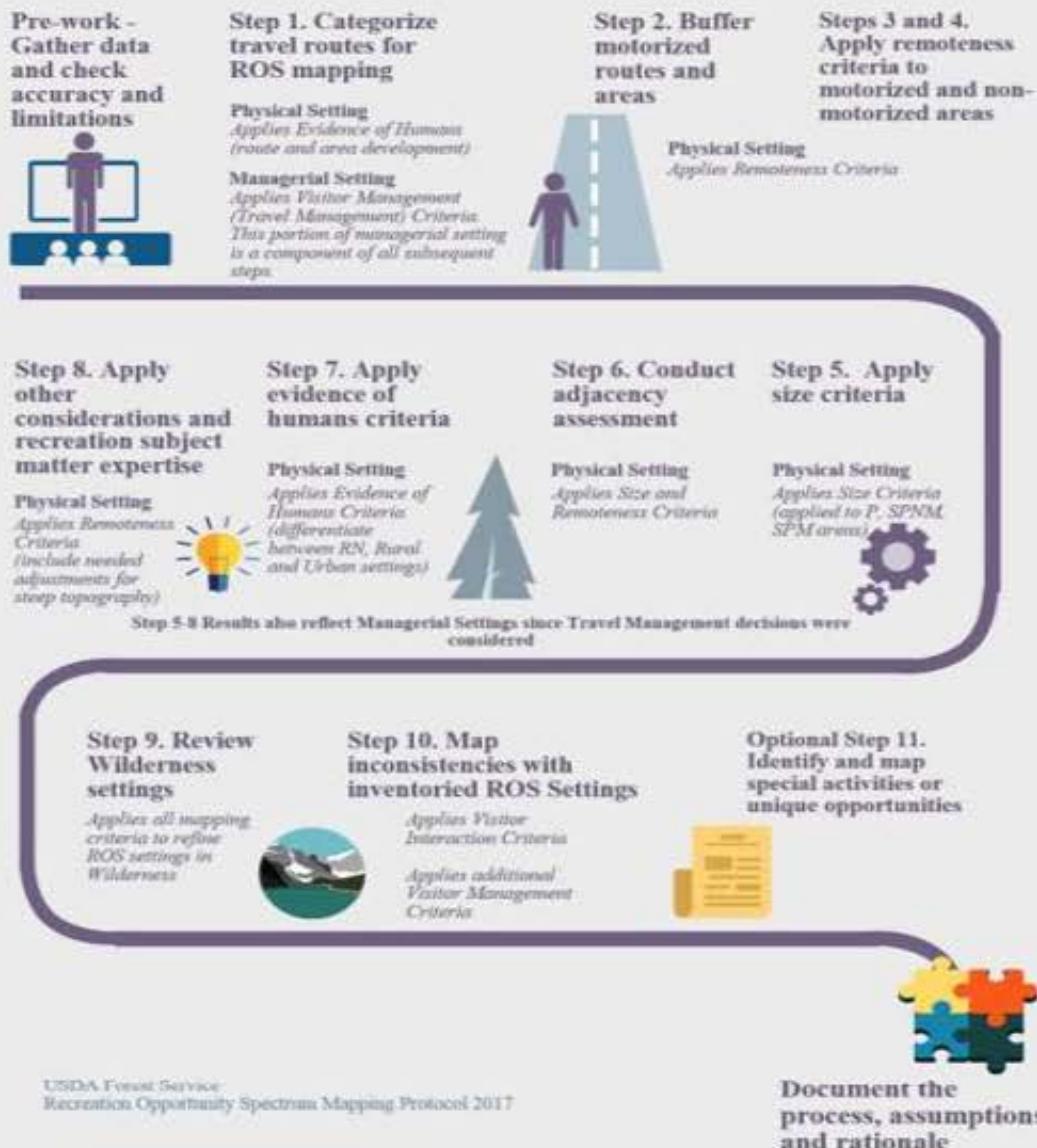
# Why use ROS? (Visitor perspective)

- ROS links people with the landscape.
  - Where can I go for the experience I desire?
  - What type of transportation can I use?
  - What level of development will the area have?
  - What will the area look like?
  - What activities can I engage in?
  - How many other people will be there?

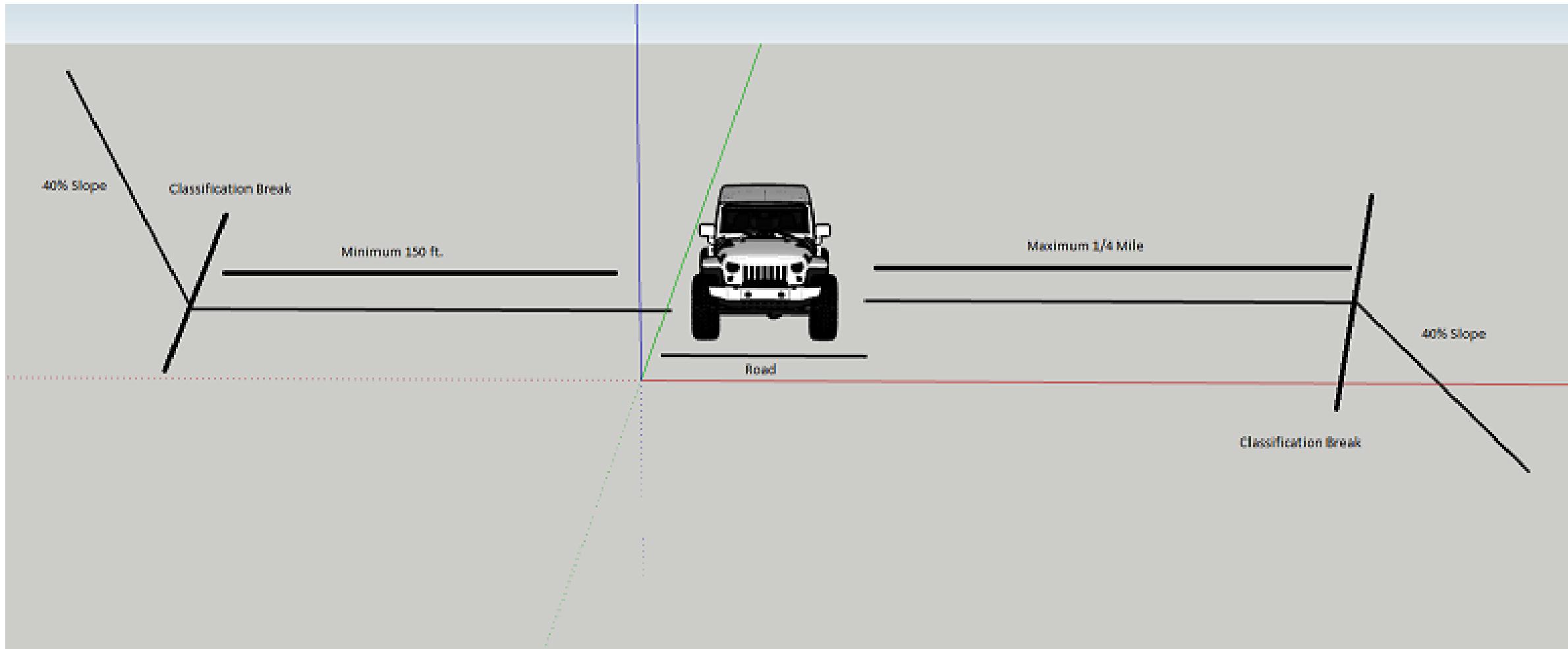
# Why use ROS? (Manager perspective)

- ROS informs decisions and helps us plan for the future.
  - What recreation opportunities do we currently provide?
  - Where do we want to prioritize certain opportunities?
  - Are we meeting public demand?
  - Are our recreation opportunities compatible with other resource management objectives in the same area?
  - What recreation opportunities do we want to provide in the future?

# ROS Inventory Mapping Protocol Steps



# Buffers

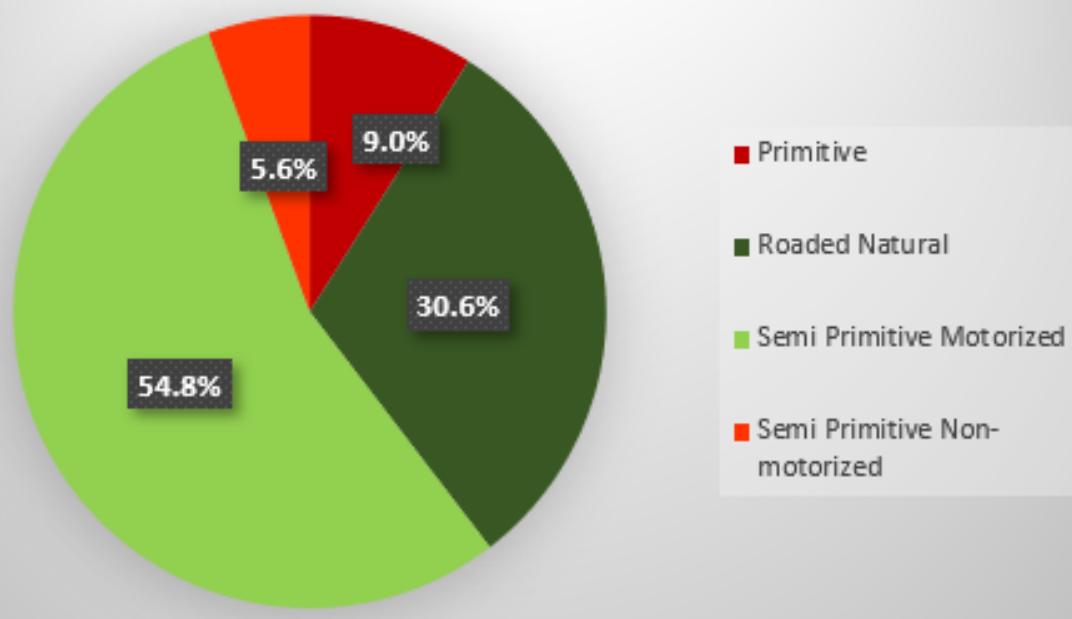


# Summer South Zone ROS vs Draft ROS

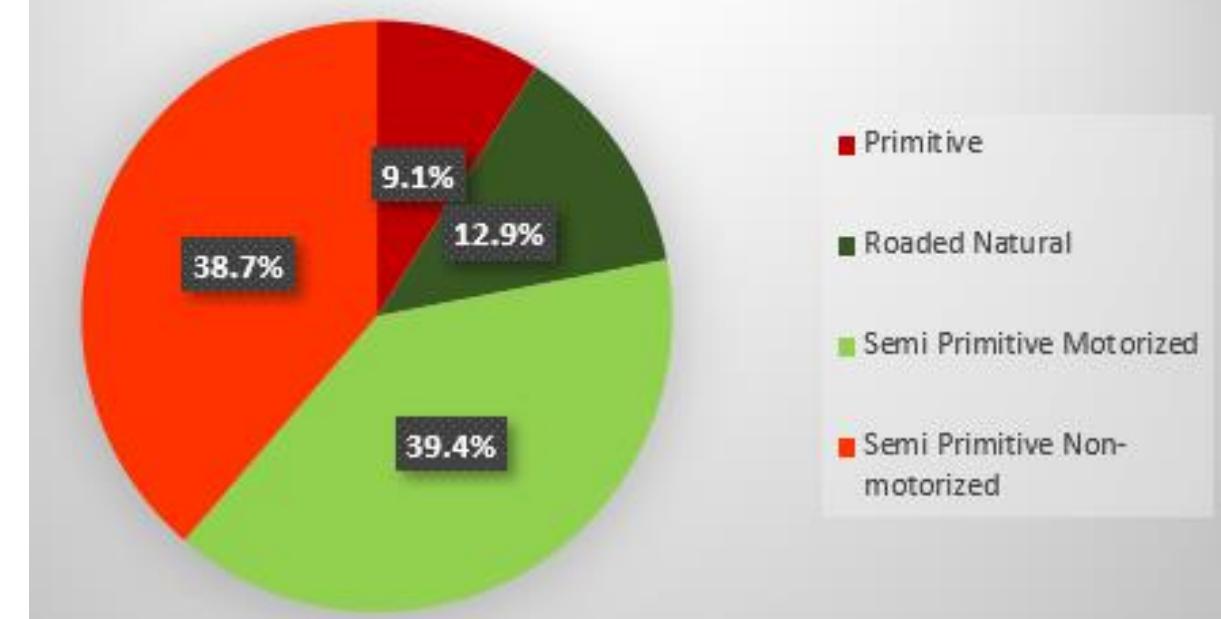
ROS Class SZ	Current 1986 Plan Acres	Proposed Forest Plan Acres	Acres Change
Primitive	48016.31633	48439.67956	423.36
Roaded Natural	163396.0653	68665.78626	-94,730.28
Semi Primitive Motorized	292723.4634	210246.07	-82,477.39
Semi Primitive Non-motorized	29661.12111	206547.8563	176,886.74

# Summer South Zone ROS vs Draft ROS

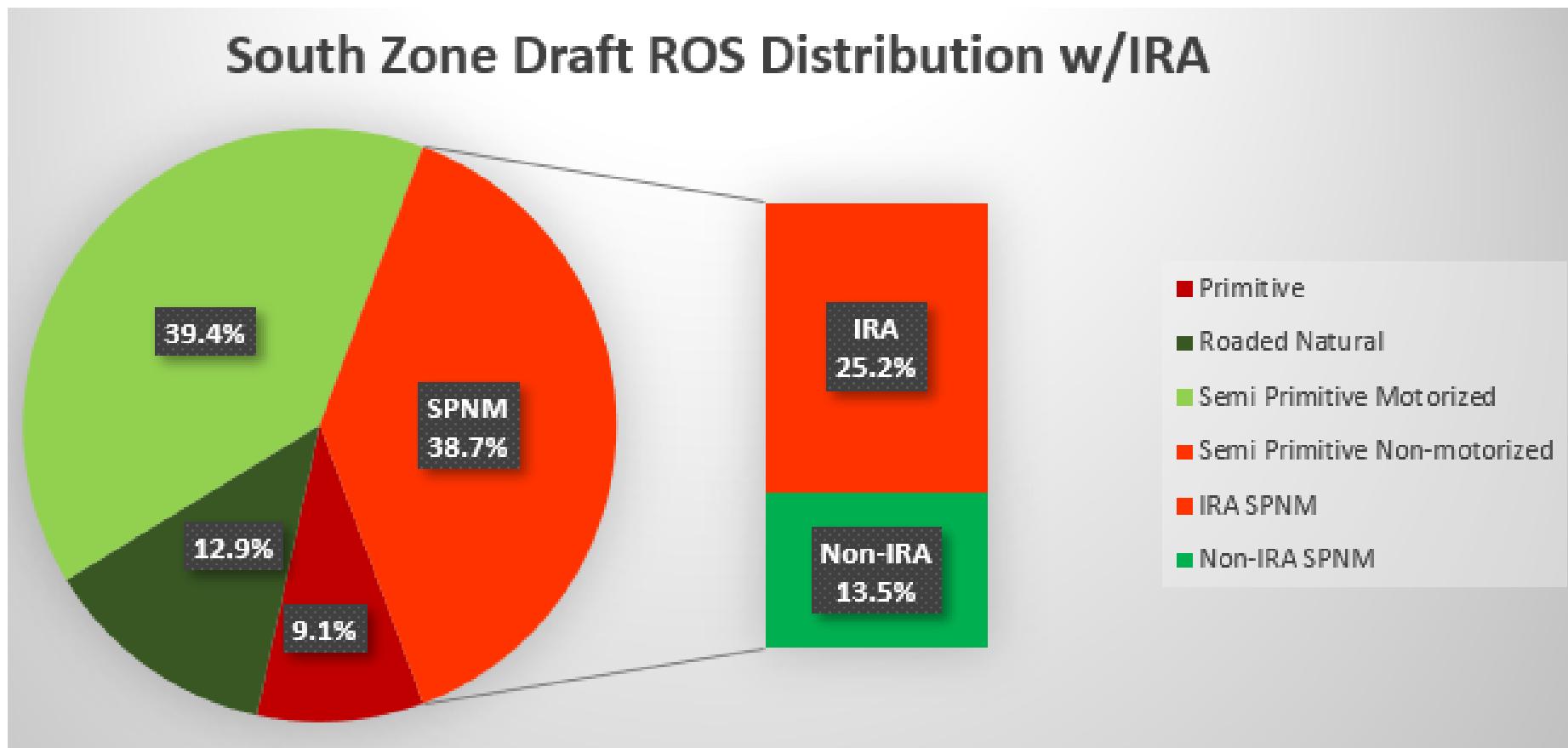
South Zone Current ROS Distribution



South Zone Draft ROS Distribution



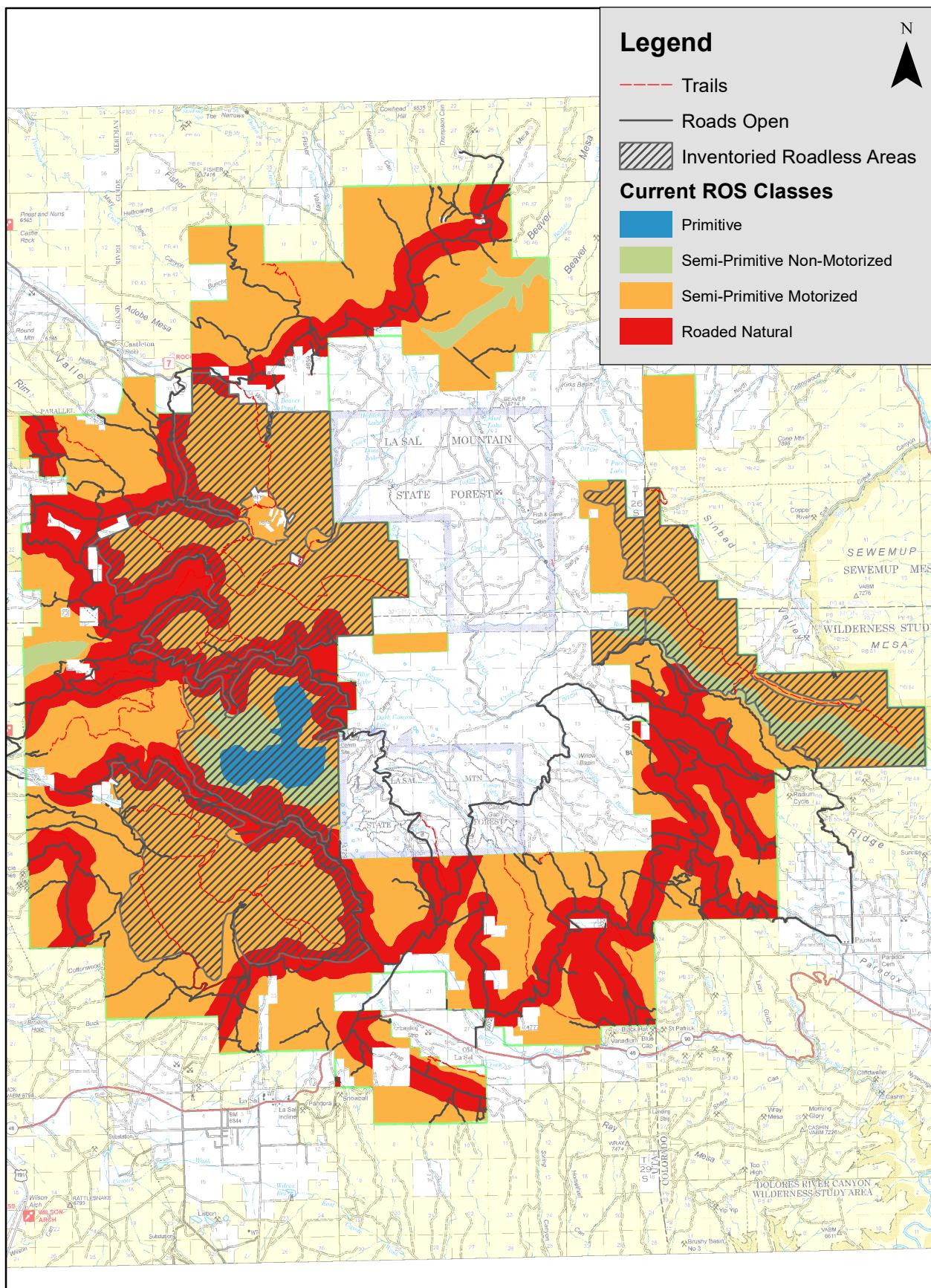
# SZ Draft ROS and Inventoried Roadless Areas



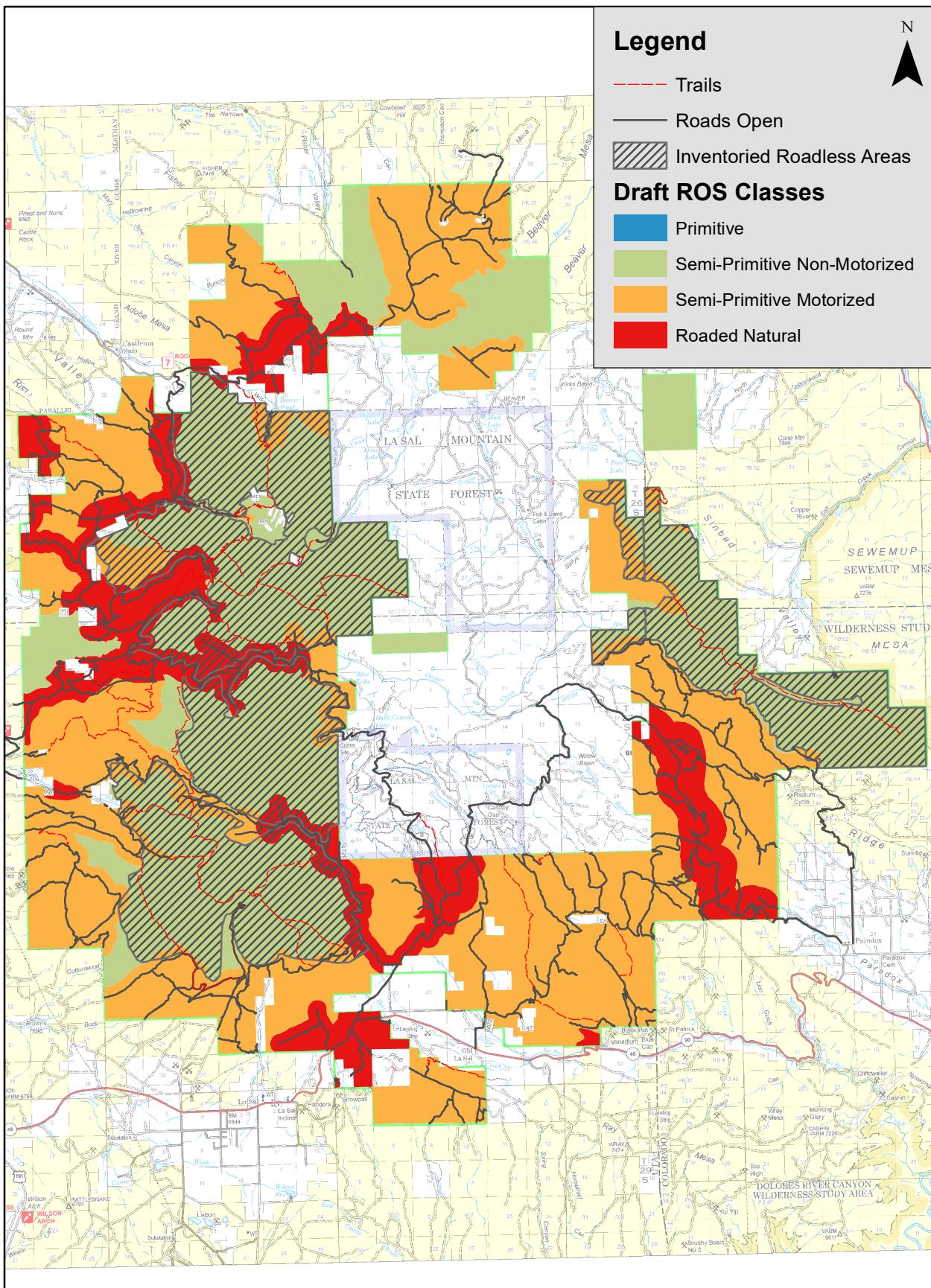
# Resources:

- Manti-La Sal Planning:
  - <https://www.fs.usda.gov/main/mantilasal/landmanagement/planning>
- ROS Overview USDA:
  - [https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/stelprdb5412128.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb5412128.pdf)
- ROS Handbook:
  - <https://www.fs.fed.us/eng/ROS-RecCapacity/ROS1986,ch1,2.pdf>
- Forest Plan Revision Storymap:
  - <https://storymaps.arcgis.com/stories/cbbe969c5dd4486ob42ccd85a6d4ffeb>

# Moab District Current ROS



# Moab District Draft ROS



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

MARCH 16, 2021

Agenda Item: H

<b>TITLE:</b>	Presentation and discussion on the Community Renewable Energy Program
<b>FISCAL IMPACT:</b>	TBD
<b>PRESENTER(S):</b>	Christopher Thomas, Department of Sustainability Senior Energy & Climate Program Manager

**Prepared By:**

Chris Baird  
Commission Admin

**FOR OFFICE USE ONLY:**

**Attorney Review:**

**BACKGROUND:**

In 2019, the Utah Legislature passed House Bill 411 to create a pathway for communities to procure utility-scale renewable energy for residents and businesses. In 2019 Grand County joined 22 other Utah communities in establishing a goal of achieving one hundred percent of Grand County's annual electricity supply from renewable sources by 2030. The resolution secured Grand County's eligibility for the Community Renewable Energy Program or C-REP, in which participating communities are collaborating with Rocky Mountain Power (RMP) to approve a new renewable energy program through the Utah Public Service Commission (PSC).

**C-REP Governance Agreement**

In the meantime, communities have developed a near-final Interlocal Agreement (ILA) for program governance. In order to continue participating in the design of the program, the Grand County Commission would need to adopt the ILA by July 31<sup>st</sup>, 2021.

The ILA establishes the following program elements:

Timeline

- A two-year implementation period will begin in 2021, when the participating communities and Rocky Mountain Power will jointly file an application with the PSC and prepare to issue a request for proposals for renewable electricity resources.
- The Grand County Commission will need to pass an ordinance within three months of PSC program approval (possibly by September of 2022) to finalize its participation in the program. RMP customers in unincorporated Grand County will be able to opt-out of the program individually after this point, but C-REP renewable resources will be the default source of electricity for customers in unincorporated Grand County after the ordinance is adopted.
- The first renewable resources are anticipated to be online in 2025 or 2026.

Participation Percentage

- Determined by the average of a community's share of the cumulative electric load in all participating communities and the communities

- share of the cumulative population
- Grand County's participation percentage is 0.603 percent

#### Voting

- Communities appoint a member, and an alternate member, to the Community Renewable Energy Agency Board
- Matters before the board are decided by a majority vote; however, two board members may call for a weighted vote, in which case a community's participation percentage defines the weight of its vote
- Participating communities will vote to approve the renewable resources portfolio; if the incremental cost of the renewable portfolio would increase costs by 10 percent or more, a supermajority of participating communities and a supermajority of votes weighted by percent of electric load would be required to procure a new resource
- If the cost of the renewable portfolio would increase costs by less than 10%, only a majority of participating communities and a majority of votes weighted by percent of electric load would be required to procure a new resource

#### Minimum Costs

- Pre-implementation costs are estimated to be \$700,000, which will cover technical and legal consulting, Rocky Mountain Power filing costs, and program review costs for state regulators. The minimum financial commitment for Grand County to participate is the %0.603 share of the \$700,000 total, or \$4,218.74, to be paid over two fiscal years
- Participating communities will also share the cost of reimbursing RMP for noticing customers; Grand County is estimated to pay around \$2,500 in FY 23 or FY 24
- Once the program is implemented and the renewable resources are on-line, RMP customers will simply be purchasing electricity from RMP as they were before, but rates may reflect slightly higher costs—or they may reflect lower costs than non-renewable sources, depending on the market

#### Anchor Community

- Grand County could join Moab City in deciding to become an “Anchor Community,” by committing to an additional maximum anchor payment; Anchor communities collectively agree to cover the entire \$700,000 implementation cost regardless of which of the 23 eligible communities decide to sign on
- Based on the other communities, including Moab, who have expressed interest in becoming Anchor Communities, and using a cost-sharing formula using population and electric load, Grand County could expect to join as an Anchor Community by budgeting a

maximum of \$11,000 to be paid over two years; this would include both the minimum participation cost of \$4,218.74 as well as a maximum anchor commitment of \$6,761.83

- By participating as an Anchor Community, Grand County would exercise additional voting power during the program design
- Actual anchor payments reduce as eligible communities join the ILA and make their Phase 1 and Phase 2 payments; anchor payments for Counties do not become due until January of 2022 (Phase 1) and January of 2023 (Phase 2)

#### **Commission Action Required**

To participate in the design of the C-REP, the Grand County Commission needs to approve the C-REP ILA and budget a \$2,109.37 expense in 2021 for Grand County's first share of the program implementation costs, to be paid by July 31, 2021.

To become an Anchor Community, the Grand County Commission would need to budget an additional maximum anchor payment, estimated at \$3,380.91 for Phase 1, due by January 31, 2022.

The near-final ILA and a sample resolution are attached to this staff report for consideration by the commission in the March 2021 meeting or in a future meeting.

#### **ATTACHMENT(S):**

Sample Interlocal Agreement and Resolution

## **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 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 C 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 C 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 E 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 D 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 F 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 F 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 G 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]**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	<b>Listed Entities:</b>	<b>Original Weight (%):</b>	<b>Phase 1 Initial Payment [Due 7/31/21]</b>	<b>Phase 2 Initial Payment [Due 7/31/22]</b>
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
	<b>SUM</b>	<b>100.00</b>	<b>350,000.00</b>	<b>350,000.00</b>

## SCHEDULE 2

### [Anchor Communities/Anchor Payments]

A	B	C	D	E	F	G
	Anchor Communities	Maximum Phase 1 Anchor Payment	Actual Phase 1 Anchor Payment	Phase 2 Anchor Prepayment	Maximum Phase 2 Anchor Payment	Actual Phase 2 Anchor Payment
1						
2						
3						
4						
5						
6						
7						
8						
	<b>TOTALS:</b>					

## **SCHEDULE 3**

### **[Initial Officers/Contact Information/Payment Information]**

#### **Initial President:**

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Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

#### **Initial Secretary:**

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Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

#### **Initial Treasurer**

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Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

#### **Payment Information:**

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**GRAND COUNTY**

**GRAND COUNTY**

By \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to legal form:

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Attest:

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Dated: \_\_\_\_\_

**Contact Information:**

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Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

**SALT LAKE COUNTY**

**SALT LAKE COUNTY**

By \_\_\_\_\_  
Print:\_\_\_\_\_  
Its:\_\_\_\_\_

Approved as to legal form:

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Attest:

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Dated:\_\_\_\_\_

**Contact Information:**

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Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

**SUMMIT COUNTY**

**SUMMIT COUNTY**

By \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to legal form:

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Attest:

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Dated: \_\_\_\_\_

**Contact Information:**

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Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**TOWN OF ALTA**

**TOWN OF ALTA**

By \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to legal form:

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Attest:

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Dated: \_\_\_\_\_

**Contact Information:**

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Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

**BLUFFDALE CITY**

**BLUFFDALE CITY**

By \_\_\_\_\_  
Print:\_\_\_\_\_  
Its:\_\_\_\_\_

Approved as to legal form:

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Attest:

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DATED:\_\_\_\_\_

**Contact Information:**

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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:

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Attest:

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DATED:\_\_\_\_\_

**Contact Information:**

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Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

## COTTONWOOD HEIGHTS

## COTTONWOOD HEIGHTS

By \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to legal form:

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Attest:

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DATED:\_\_\_\_\_

### Contact Information:

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Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

## **EMIGRATION CANYON TOWNSHIP**

**EMIGRATION CANYON TOWNSHIP**

By \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to legal form:

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Attest:

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DATED:\_\_\_\_\_

### **Contact Information:**

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Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

**FRANCIS CITY**

**FRANCIS CITY**

By \_\_\_\_\_  
Print:\_\_\_\_\_  
Its:\_\_\_\_\_

Approved as to legal form:

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Attest:

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DATED:\_\_\_\_\_

**Contact Information:**

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Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

**CITY OF HOLLADAY**

**CITY OF HOLLADAY**

By \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to legal form:

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Attest:

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DATED:\_\_\_\_\_

**Contact Information:**

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Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_



**KAMAS CITY**

**KAMAS CITY**

By \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to legal form:

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Attest:

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DATED:\_\_\_\_\_

**Contact Information:**

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Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

**KEARNS METRO TOWNSHIP**

**KEARNS METRO TOWNSHIP**

By \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to legal form:

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Attest:

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DATED:\_\_\_\_\_

**Contact Information:**

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Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

**MOAB CITY**

**MOAB CITY**

By \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to legal form:

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Attest:

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DATED:\_\_\_\_\_

**Contact Information:**

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Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

**MILLCREEK**

**MILLCREEK**

By \_\_\_\_\_  
Print:\_\_\_\_\_  
Its:\_\_\_\_\_

Approved as to legal form:

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Attest:

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DATED:\_\_\_\_\_

**Contact Information:**

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Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_



**OAKLEY CITY**

**OAKLEY CITY**

By \_\_\_\_\_  
Print:\_\_\_\_\_  
Its:\_\_\_\_\_

Approved as to legal form:

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Attest:

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DATED:\_\_\_\_\_

**Contact Information:**

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**ODGEN CITY**

**ODGEN CITY**

By \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to legal form:

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Attest:

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DATED:\_\_\_\_\_

**Contact Information:**

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**OREM CITY**

**OREM CITY**

By \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to legal form:

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DATED:\_\_\_\_\_

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**PARK CITY**

**PARK CITY**

By \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to legal form:

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Attest:

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DATED:\_\_\_\_\_

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**SALT LAKE CITY**

**SALT LAKE CITY**

By \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to legal form:

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Attest:

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DATED:\_\_\_\_\_

**Contact Information:**

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**SPRINGDALE CITY**

**SPRINGDALE CITY**

By \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to legal form:

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Attest:

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DATED:\_\_\_\_\_

**Contact Information:**

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**WEST JORDAN CITY**

**WEST JORDAN CITY**

By \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to legal form:

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Attest:

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DATED:\_\_\_\_\_

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**WEST VALLEY CITY**

**WEST VALLEY CITY**

By \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to legal form:

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Attest:

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DATED:\_\_\_\_\_

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## **SAMPLE RESOLUTION**

**RESOLUTION NO. [ ]**

### **A RESOLUTION ADOPTING AN INTERLOCAL AGREEMENT AMONG PUBLIC ENTITIES REGARDING THE COMMUNITY RENEWABLE ENERGY PROGRAM**

**WHEREAS**, in 2019 the Utah Legislature passed the Utah Community Renewable Energy Act, which authorized 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 entirely from renewable energy resources; and

**WHEREAS**, the [Council or Commission] adopted Resolution [ ], establishing a goal of achieving an amount equivalent to 100% of the annual electric energy supply for participating customers in [locale] from a renewable energy resource by 2030 and beginning the process of fulfilling the Utah Community Renewable Energy Act's program requirements; and

**WHEREAS**, 22 Utah communities joined [locale] in adopting similar resolutions in 2019 and are working together to develop and implement the Community Renewable Energy Program (C-REP); and

**WHEREAS**, these communities collaborated through an effort known as the Utah 100 Communities to develop an agreement for governance of C-REP; and

**WHEREAS**, pursuant to the Utah Community Renewable Energy Act, communities electing to participate in C-REP are responsible for paying the costs associated with developing and implementing the renewable energy program being defined through C-REP;

#### **NOW, THEREFORE, BE IT RESOLVED:**

That the [Council or Commission] hereby adopts the attached Interlocal Agreement Among Public Entities Regarding the Community Renewable Energy Program and authorizes the [elected official] of [locale] to execute the same on behalf of the [city or county].

**APPROVED by the [governing body] on the [xx]th day of [MONTH], 2021.**

By: \_\_\_\_\_

[OFFICIAL]

ATTEST:

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[OFFICIAL]

{SEAL}

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**MARCH 16TH, 2021**

Agenda Item: I

<b>TITLE:</b>	Approving letter of support for Recreational Trails Program Full Funding Act
<b>FISCAL IMPACT:</b>	none
<b>PRESENTER(S):</b>	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.com

**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**

March 16, 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 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**  
**MARCH 16, 2021**

Agenda Item: J

<b>TITLE:</b>	Approving amendment to Scenic View Inn Development Agreement
<b>FISCAL IMPACT:</b>	
<b>PRESENTER(S):</b>	Chris Baird, Commission Administrator and Christina Sloan, County Attorney

**Prepared By:**

Chris Baird  
Commission Admin

**FOR OFFICE USE ONLY:**

**Attorney Review:**

Complete

**SUGGESTED MOTION:**

I move to approve the amended development agreement for the Scenic View Inn.

**BACKGROUND:**

A development agreement was signed with the owners of the Scenic View Inn on August 6, 2019. This agreement requires the developer to comply with the County's assured housing ordinance (among other requirements), which requires that this development either build 4 affordable housing units, or pay a fee-in-lieu.

The developer agreed to build the 4 units, however, due to circumstances brought about by COVID 19, two of the units have been delayed due to availability of materials and hardship in financing.

The project is otherwise ready to receive a certificate of occupancy. This amended agreement provides an opportunity for the developer to post a surety bond for the fee-in-lieu proportional to the 2 un-built affordable housing units. The developer will have up to one year from the issuance of the certificate of occupancy to either build the units, or Grand County will collect the collateral on the surety bond and deposit the fee-in-lieu into its affordable housing fund.

**ATTACHMENT(S):**

Amended Development Agreement  
Original Development Agreement

**FIRST AMENDMENT  
TO  
DEVELOPMENT AGREEMENT  
Scenic View Inn**

This **AMENDMENT TO DEVELOPMENT AGREEMENT Scenic View Inn** (the “Amendment”), by and among **RAM LODGING, LLC**, a Utah limited liability company (the “Developer”) and **GRAND COUNTY, UTAH**, a political subdivision of the State of Utah (the “County”), is effective as of March 16, 2021.

**RECITALS**

**WHEREAS**, the Developer and the County executed a Development Agreement on August 6, 2019 integrating the requirements of Section 6.15 of the Grand County Land Use Code (the “LUC”) (the “Agreement”);

**WHEREAS**, Developer failed to record the Development Agreement in the real property records of Grand County, Utah prior to commencement of construction of the three-story hotel known as the Scenic View Inn as required by Section 8.1 of the Agreement, with which requirement Developer now pledges to comply;

**WHEREAS**, the Agreement also requires the Developer to build and maintain four (4) affordable housing units for extremely low income households, or that number of affordable housing units required by LUC Section 6.15.4 based on final calculations of the square footage of the accommodations development determined upon receipt of Developer’s building permit application, whichever is greater;

**WHEREAS**, the Developer has built two (2) affordable housing units for extremely low income households;

**WHEREAS**, the Developer intends to build two (2) additional affordable housing units for extremely low income households as per the requirements of the LUC section 6.15.4 and Sections 3 and 4 of the Agreement;

**WHEREAS**, COVID-19 has created hardship with regard to the availability and financing of the remaining two (2) affordable housing units;

**WHEREAS**, LUC Section 6.15.9 (Alternative Methods of Meeting Assured Housing Requirements) provides that the Grand County Commission may approve an alternative compliance proposal that includes one “or more” of the options set forth therein, including the payment of a fee in lieu using the formula established in LUC section 6.15.4 (A); and,

**WHEREAS**, the Developer wishes to meet the obligations of the LUC and the Agreement prior to the issuance of the Certificate of Occupancy for the Scenic View Inn by furnishing financial security for the two (2) additional un-built affordable housing units guaranteeing their completion within one (1) year of the issuance of the Certificate of Occupancy for the Scenic View Inn.

**NOW THEREFORE**, in consideration of the above-recitals and terms below, including recordation of the Development Agreement and this First Amendment in the real property records of Grand County immediately upon execution, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 3 of the Agreement shall be amended and modified to read in its entirety as follows:

### **3. AFFORDABLE HOUSING UNITS.**

3.1 Designation. DEVELOPER covenants and agrees to build and maintain four (4) Affordable Housing Units for Extremely Low Income Households.

3.2 Affordable Housing Units Collateral. As a condition of the issuance of a Certificate of Occupancy, and to secure DEVELOPER'S obligations herein, DEVELOPER shall have constructed the required affordable housing units required by Section 3.1, or shall file with the County Clerk a bond executed by a surety company licensed to do business in the State of Utah, and acceptable to Grand County on a form approved by the County, in the amount equal to the proportional share of the fee in lieu for any unbuilt affordable housing units as calculated per Code section 6.15.4(A).

3.3 Affordable Housing Units Completion Assurance. DEVELOPER agrees to complete all affordable housing units as required by this Agreement and Code section 6.15 within one (1) year of the issuance of a Certificate of Occupancy of the three-story hotel known as the Scenic View Inn or shall be in breach of this Agreement as per Section 7.

2. Section 7 of the Agreement shall be amended and modified to read in its entirety as follows:

## **7. BREACH**

7.1 Upon breach by DEVELOPER of any obligation under this Agreement or LUC Section 6.15, the COUNTY hereby reserves all of its remedies under this Agreement, the Code, and Utah law, including the right to invoke the Improvements Collateral, refuse to issue building permits, certificates of occupancy, or utility connections. Further, the COUNTY is entitled to reimbursement for all costs and expenses incurred to enforce this Agreement or LUC Section 6.15, including attorneys' fees and costs and as provided in Section 4 above. Any amounts due and owing by DEVELOPER to the COUNTY under this Agreement which are not paid in a timely manner may be certified to the Grand County Treasurer for collection with taxes.

7.2 Collateral Proceeds – Frontage Road. In the event the COUNTY invokes the Improvements Collateral, the proceeds shall be applied first to the COUNTY'S fees and expenses, including attorneys' fees, and then to DEVELOPER'S contribution requirement to the Frontage Road project hereunder. Excess Improvements Collateral proceeds, if any, are payable to DEVELOPER. The COUNTY has no obligation to utilize any funds, other than the Improvements Collateral proceeds, to complete the Frontage Road project.

7.3 Collateral Proceeds - Affordable Housing Units Completion Assurance. In the event the COUNTY invokes the Affordable Housing Units Collateral for failure to complete the required affordable housing units as required by Section 3 of this Agreement, the COUNTY shall be entitled to the bond proceeds, which shall be used in accordance with LUC Section 6.15.9(A)(2).

3. Except as modified herein, all terms and conditions of the Agreement remain in full force and effect.

*SIGNATURE PAGES FOLLOW*

GRAND COUNTY, UTAH

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Mary McGann, Chair  
Grand County Commission

STATE OF UTAH              )  
                                )  
                                ) ss.  
COUNTY OF GRAND            )

On March \_\_\_, 2021, Mary McGann, Chair of the Grand County Commission, for the COUNTY, personally appeared before me and acknowledged to me that the foregoing Agreement was signed on behalf of the COUNTY by authority in Utah law and the County Policies and Procedures.

SEAL

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, Notary Public

RAM LODGING, LLC

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Rajesh Patel, Member and Authorized Signer

**CALIFORNIA NOTARY ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
                        ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of March 2021, before me, the undersigned Public Notary, personally appeared Rajesh Patel, Authorized Signer for Ram Lodging, LLC, a Utah limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within this instrument and acknowledged to me that he executed the same in his authorized capacity as provided in the Articles of Organization, Partnership Operating Agreement, and Resolution dated July 31, 2019 for the company, and that by his signature on the instrument, Ram Lodging LLC executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and seal.

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, Notary Public

**DEVELOPMENT AGREEMENT**  
**Scenic View Inn**

This **DEVELOPMENT AGREEMENT**, also known as a Land Use Restriction Agreement (the “Agreement”), is entered into on this 06 day of August 2019 (“Effective Date”) by and between **GRAND COUNTY, UTAH**, a Utah political Project, 125 E Center St, Moab, Utah 84532 (hereinafter referred to as “COUNTY”), and **RAM LODGING, LLC**, 2701 S. Highway 191, Moab, Utah 84532 (hereinafter referred to as “DEVELOPER”).

**RECITALS**

**WHEREAS**, DEVELOPER owns real property located in Grand County, Utah particularly described in the Legal Description attached hereto as *Exhibit A*, which property is also known as 2701 S. Highway 191, Moab, Utah 84532 (the “Property”);

**WHEREAS**, DEVELOPER submitted a Site Plan Application to the COUNTY for the Scenic View Inn Hotel, which is comprised of approximately 43,916 square feet of accommodations development and four (4) Affordable Housing Units for Extremely Low Income Households (“the Project”);

**WHEREAS**, COUNTY administratively approved the Site Plan on 8/6/19 (the “Site Plan”), subject to compliance with Section 6.15 of the Grand County Lane Use Code (the “Code”) and the terms and conditions noted on the Site Plan attached hereto as *Exhibit B* and in this Agreement;

**WHEREAS**, Section 6.15.4, as amended, of the Grand County Code (the “Code”) requires DEVELOPER to build 5.43 Affordable Housing Units for Extremely Low Income Households per 60,000 square feet of Hotel accommodations development and execute and record this Development Agreement (referred to therein as Land Use Restriction Agreement) to ensure continued enforcement of the affordability provisions of Chapter 6.15 of the Code;

**WHEREAS**, the Project is located east of South Highway 191 within a transportation corridor that is the subject of a Corridor Agreement (“Corridor Agreement”) with the Utah Department of Transportation (“UDOT”); San Juan County, and Moab City; a forthcoming UDOT Regional Transportation Plan (“RTP”); and the Spanish Valley Transportation Master Plan adopted by the COUNTY in 2008 (“SVTP”);

**WHEREAS**, since 2007, UDOT and the COUNTY have planned for and are in the final stages of designing a Frontage Road located within UDOT’s right-of-way to run parallel to Highway 191 from approximately Resource Boulevard to the San Juan County border to the South, where the UDOT right-of-way width and topography allow, to serve commercial properties located east of South Highway 191, which Frontage Road is integrated into the Corridor Agreement, RTP, and SVTP;

**WHEREAS**, pursuant to the Corridor Agreement and in anticipation of the RTP, UDOT has granted DEVELOPER a temporary access permit only and has reserved the right to require

from DEVELOPER Highway 191, Frontage Road, or other access improvements prior to granting a permanent access permit;

**WHEREAS**, DEVELOPER has agreed to pay for the cost to design, manage, construct, and install, including original remediation, a portion of the Frontage Road shown as Frontage Road Segment A on the Frontage Road Map, attached hereto as ***Exhibit C***, the cost of which is estimated in the Engineer's Estimate in the attached ***Exhibit D***, after final approval by UDOT and when the State of Utah or COUNTY initiates construction of the same; and

**WHEREAS** pursuant to the authority of Utah Code §17-27A-102(1)(b) and Section 6.15, as amended, the COUNTY and DEVELOPER mutually acknowledge that the matters set forth herein are reasonable conditions and requirements to be imposed by COUNTY in connection with its approval of the Site Plan, and that such matters are necessary to protect promote and enhance public health, safety, and welfare.

**NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE MUTUAL COVENANTS, AND THE APPROVAL, EXECUTION, AND ACCEPTANCE OF THE SITE PLAN BY THE COUNTY, IT IS FURTHER AGREED AS FOLLOWS:**

1. **DEFINITIONS.** Unless otherwise defined herein, all capitalized terms used in this Agreement shall have those meanings assigned in Section 6.15 of the Code.
2. **COVENANT TO COMPLY WITH CODE.** In consideration of approval of the Site Plan, DEVELOPER covenants and agrees to strictly comply with the provisions, duties, and obligations of Section 6.15 of the Code, which provisions, duties, and obligations are integrated herein by this reference.
3. **DESIGNATION OF AFFORDABLE HOUSING UNITS.** DEVELOPER covenants and agrees to build and maintain four (4) Affordable Housing Units for Extremely Low Income Households, or that number of Affordable Housing Units required by Section 6.15.4 of the Code based on final calculations of the square footage of the accommodations development determined upon receipt of DEVELOPER's building permit application, whichever is greater. DEVELOPER shall designate the Affordable Housing Units specifically on the Site Plan and on all final construction plans submitted with DEVELOPER's building permit application.
4. **DEED RESTRICTIONS.**
  - 4.1 All Affordable Housing Units shall be leased or sold to, and occupied by Extremely Low Income Households for a period of not less than ninety-nine (99) years from the date of recordation of the Development Agreement;
  - 4.2 All Affordable Housing Units shall be rented via written lease for a term of not less than a month to month period. DEVELOPER may give rental or sale preference of Affordable Housing Units to eligible employees of DEVELOPER who are or will be employed by the Project;

- 4.3 Leasing, subleasing, or otherwise using or allowing the use of an Affordable Housing Unit for Overnight Accommodations is prohibited;
- 4.4 DEVELOPER hereby grants an exclusive easement to the COUNTY on, over, in, and through the Affordable Housing Units, together with the right of ingress and egress to and from the same, for the purposes of inspecting the Affordable Housing Units for a period of not less than 99 years, which inspection may occur during normal business hours without advanced notice. DEVELOPER shall provide notice of this easement in each written lease or real estate purchase contract for the Affordable Housing Units;
- 4.5 The number of Affordable Housing Units shall not be reduced and shall remain at the originally approved affordability level for a period of not less than 99 years;
- 4.6 DEVELOPER shall maintain all Affordable Housing Units in a safe, sanitary, and functional condition in accordance with Exhibit A to Section 6.15 of the Code, Minimum Standards for Physical Conditions of Affordable Housing Units.
- 4.7 On or before February 15 of each year, DEVELOPER shall submit an annual report to the County or its designated monitoring agency identifying the specific Affordable Housing Units, the Affordable Rent or Affordable Sales for each Unit, vacancy information for each Unit, information that identifies each tenant as an Extremely Low Income Household, and any other information required by Section 6.15, as amended.

## 5. CONSTRUCTION.

- 5.1. Construction Mitigation. DEVELOPER shall ensure that construction of the Project does not create a nuisance for surrounding property owners. As used herein, nuisance shall include dust, glare/light, and noise that is not confined to the boundaries of the property, as further regulated by Grand County Code.
  - 5.1.1. *Sand/Dirt*. During construction, DEVELOPER shall use proper sand and dirt and erosion control to minimize impact on adjacent properties and maintain streets and roads in such a manner that they may be reasonably traveled upon. The COUNTY may order construction to cease or abatement measure be taken, and DEVELOPER shall comply with the same, when the COUNTY determines in its sole discretion that sand or dirt emanating from the Property related to construction activities is unacceptable.
  - 5.1.2. *Noise*. DEVELOPER shall confine the hours of construction operations to 7 am to 9 pm (and 9 am to 9 pm on Sunday), or as otherwise provided by the Code.

- 5.1.3. *Light/Glare.* DEVELOPER shall comply with the requirements of Section 6.6, and specifically Sections 6.6.4 through 6.6.7, of the Code, as amended. Specifically, during construction, DEVELOPER shall fully shield all outdoor lighting, whether it be temporary for construction or permanent, and shall not place fixtures at a location, angle, or height that directs illumination outside the boundaries of the Property.
- 5.3 **Temporary Easement.** DEVELOPER hereby grants to the COUNTY a temporary, nonexclusive right of access to, on and over the Property for the purposes of inspection and emergency repair during the construction period commencing on the Effective Date and expiring on the date the Certificate of Occupancy is obtained
- 5.3 **Violations.** If the COUNTY determines that construction is not consistent with this Section 4, the County shall provide DEVELOPER with written Notice of Violation and DEVELOPER shall immediately stop work until corrections are made.

## 6. FRONTAGE ROAD.

- 6.1. **Cost Share.** As a condition of Site Plan approval, and as required by the State of Utah or the COUNTY, DEVELOPER shall be responsible for the full cost to design, manage, construct, and install, including initial remediation, Frontage Road Segment A, as shown on *Exhibit C*, when the State of Utah or COUNTY initiates construction of the same, which obligation does not expire and shall not be satisfied until the Frontage Road Segment A obtains final written acceptance from UDOT.
- 6.1.1. **Payment.** Upon invoice, DEVELOPER shall make payments for the cost of Frontage Road Segment A directly to the State of Utah or the COUNTY pursuant to the terms of such invoice; provided, however, that if the State of Utah or the COUNTY create a local district or similar entity to own and finance the Frontage Road project, it may recoup all or part of the cost of Frontage Road Segment A through tax levies assessed against the Property.
- 6.2. **Project Ownership and Management.** In the sole discretion of the State of Utah or the COUNTY, all aspects of the Frontage Road project shall be owned, designed, and managed by the State of Utah or the COUNTY, or a local district or similar governmental entity with taxing authority created by the State of Utah or the COUNTY to own and finance the Frontage Road project.

6.3. **Improvements Collateral**. As a condition of approval of the Site Plan and prior to commencement of construction, to secure DEVELOPER'S obligations hereunder, DEVELOPER shall furnish financial security pursuant to Section 9.5.3.B.3 of the Grand County Code in an amount equal to one hundred and twenty-five percent (125%) of the Engineer's Estimate attached hereto as *Exhibit D* ("Engineer's Estimate") for the Frontage Road Segment A, or \$269,205 ("Improvements Collateral"). In the event that construction of Frontage Road Segments A or B have not commenced on or before January 1, 2030, the COUNTY shall approve a full release of the Improvements Collateral.

- 6.3.1. Section 6.3 shall not be construed to release DEVELOPER from its obligations under Section 6.1 above, which obligation is re-incorporated hereunder.
- 6.3.2. DEVELOPER understands and acknowledges that the Engineer's Estimate is provided for DEVELOPER'S convenience and the amount of the Improvements Collateral does not limit the right of the State of Utah or the COUNTY to recoup the final and full cost to design, manage, construct, and install, including initial remediation, Frontage Road Segment A.
- 6.3.3. DEVELOPER further understands and acknowledges that the final design of the Frontage Road is pending and must be approved by UDOT prior to finalization of the Engineer's Estimate.
- 6.3.4. DEVELOPER understands and acknowledges that the final cost of Frontage Road Segment A may well exceed the Engineer's Estimate based on materials and labor costs, drainage improvements, curb and gutter requirements, and the extent to which utilities, including existing fiber optic cable, must be rerouted.

7. **BREACH.** Upon breach by DEVELOPER of any obligation hereunder, the COUNTY hereby reserves all of its remedies under this Agreement, the Code, and Utah law, including the right to invoke the Improvements Collateral, refuse to issue building permits, certificates of occupancy, or utility connections. Further, the COUNTY is entitled to reimbursement for all costs and expenses incurred to enforce this Agreement, including attorneys' fees and costs and as provided in Section 4 above. Any amounts due and owing by DEVELOPER to the COUNTY under this Agreement which are not paid in a timely manner may be certified to the Grand County Treasurer for collection with taxes.

7.1. **Collateral Proceeds**. In the event the COUNTY invokes the Improvements Collateral, the proceeds shall be applied first to the COUNTY'S fees and expenses, including attorneys' fees, and then to DEVELOPER's contribution requirement to the Frontage Road project hereunder. Excess Improvements Collateral proceeds, if any, are payable to DEVELOPER. The COUNTY has no

obligation to utilize any funds, other than the Improvements Collateral proceeds, to complete the Frontage Road project.

8. MISCELLANEOUS.

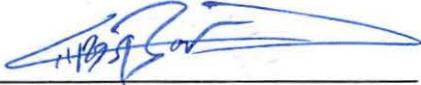
- 8.1. Recording. DEVELOPER shall record this Agreement in the real property records of Grand County, Utah prior to commencement of construction.
- 8.2. Covenants Run with the Land/Limitation. The covenants of this Agreement shall run with the real property.
- 8.3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, heirs, agents, employees, representatives, and transferees.
- 8.4. Headings. The paragraph headings are descriptive only and do not imply nor limit substantive material.
- 8.5. Waiver. The failure to enforce or waiver of any specific requirement herein by either party shall not be construed as a general waiver of this Agreement.
- 8.6. Severability. Should any part of this Agreement be declared invalid by a court of competent jurisdiction, the valid parts of this Agreement shall remain in effect.
- 8.7. No Relationship. DEVELOPER is not an agent or employee of the COUNTY.
- 8.8. Amendment. This Agreement may be amended only by an instrument in writing signed by both parties.

SPACE INTENTIONALLY BLANK  
SIGNATURES FOLLOW

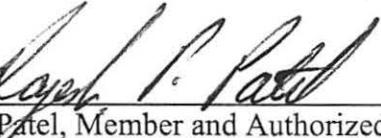
**GRAND COUNTY COUNCIL**

  
Evan Clapper, Chair

**ATTEST:**

  
Chris Baird, Clerk/Auditor

**DEVELOPER: RAM LODGING, LLC**

  
Rajesh Patel, Member and Authorized Signer

**CALIFORNIA NOTARY ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

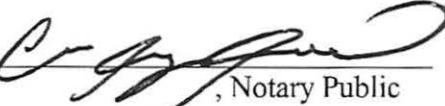
STATE OF CALIFORNIA )  
                            )  
COUNTY OF Orange     )

On this 6<sup>th</sup> day of August 2019, before me, the undersigned Public Notary, personally appeared Rajesh Patel, Authorized Signer for Ram Lodging, LLC, a Utah limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within this instrument and acknowledged to me that he executed the same in his authorized capacity as provided in the Articles of Organization, Partnership Operating Agreement, and Resolution dated July 31, 2019 for the company, and that by his signature on the instrument, Ram Lodging LLC executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and seal.



  
, Notary Public

**EXHIBIT A**  
**Legal Description**

Real property located in Grand County, Utah particularly described as:

**Parcel No. 02-0021-0058:**

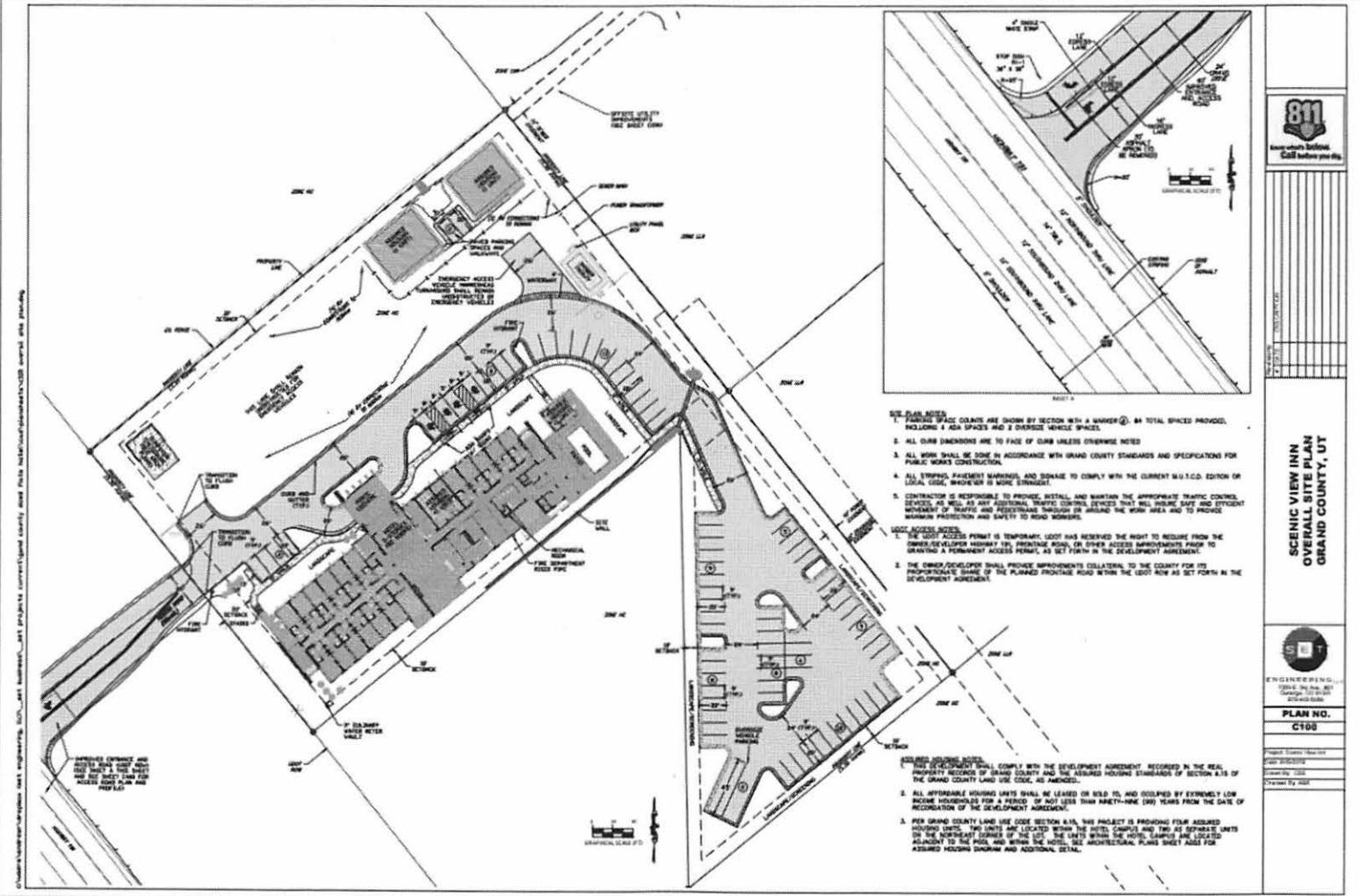
Lot 62, Section 21, Township 26 South, Range 22 East, SLB&M

**Parcel No. 02-0020-0005:**

Lot 18, Section 20, Township 26 South, Range 22 East, SLB&M  
Lot 63, Section 21, Township 26 South, Range 22 East, SLB&M

**EXHIBIT B**  
**Site Plan**

**[REDACTED]**

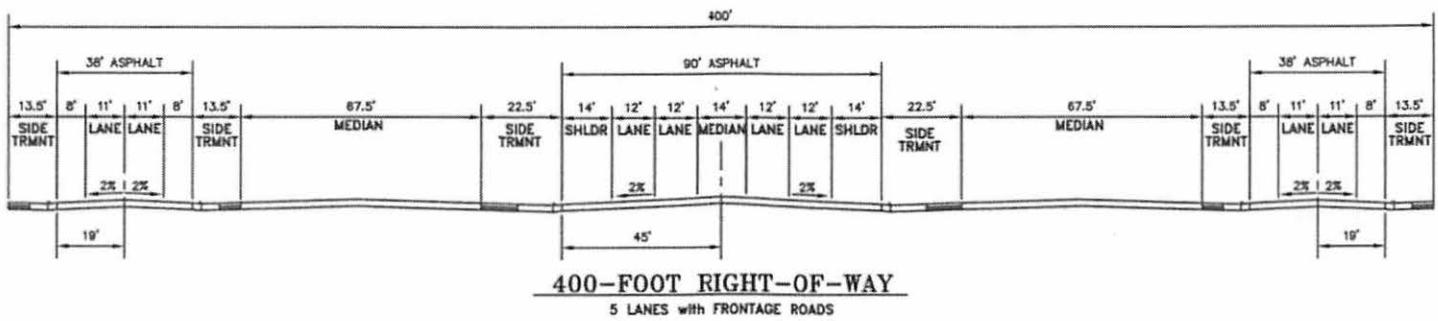


**EXHIBIT C**  
**Frontage Road Map**

**INSERT**



## ARTERIAL (US-191)



**EXHIBIT D**  
**Engineer's Estimate**

**INSERT**

**Engineer's Estimate**  
**Horrocks Engineers**

Project Manager: Dave Dillman, P.E.

Project Engineer:

0

**US - 191 Frontage Road Improvements**

Base Bid ITEM NO.	DESCRIPTION	QUANTITY	CC1= UNITS	11206 UNIT PRICE	Jan-19 TOTAL AMOUNT
<b>US-191 FRONTAGE ROAD SEGMENT A</b>					
1	Mobilization	1 LS		\$6,300.00	\$6,300.00
2	Traffic Control	1 LS		\$3,700.00	\$3,700.00
3	Storm Water Pollution Prevention Plan	1 LS		\$1,200.00	\$1,200.00
4	Hot Mix Asphalt (7 Inch)	750 TON		\$100.00	\$75,000.00
5	Roadway Excavation	640 CY		\$15.00	\$9,600.00
6	Granular Borrow	640 CY		\$40.00	\$25,600.00
7	Untreated Base Course (6 Inch)	320 CY		\$40.00	\$12,800.00
8	24" RCP Storm Drain	200 LF		\$115.00	\$23,000.00
					<b>\$157,200.00</b>
	Design Engineering	10%			\$15,720.00
	Construction Management	7%			\$11,004.00
	Contingency	20%			\$31,440.00
					<b>\$215,364.00</b>

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**MARCH 16, 2021**

Agenda Item: K

<b>TITLE:</b>	Approving budget appropriation for Thompson Springs clean-up efforts
<b>FISCAL IMPACT:</b>	\$7,500
<b>PRESENTER(S):</b>	Commissioner Hedin

**Prepared By:**

**SUGGESTED MOTION:**

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

**BACKGROUND:**

- A recent house fire in Thompson Springs has raised concerns throughout the community and specifically the Thompson Springs Special Fire District as to the fire hazards within that area. After extensive work by the TSSFD, Grand County Planning and Zoning, Southeast Utah Health Department, the County Commission, Grand County Solid Waste District and Monument Waste a plan has been developed for an initial clean-up. This clean-up is slated for June 10th-15th and will work to provide large dumpsters, hauling and disposal of household waste, construction waste, metal and tires. The overall objective is to begin to mitigate fire issues that exist within this community and eventually leading to a revitalization of our bedroom community.

**FOR OFFICE USE ONLY:**

Attorney Review:

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**MARCH 16, 2021**

Agenda Item: L

<b>TITLE:</b>	Approving letter to Bureau of Land Management requesting mitigation of crowding on local trails
<b>FISCAL IMPACT:</b>	-
<b>PRESENTER(S):</b>	Commissioner Walker

**Prepared By:**

**MOTION:**

I move to approve the letter to the Bureau of Land Management requesting mitigation of crowding on local trails.

**BACKGROUND:**

This is a follow-up letter to a recent meeting with the Bureau of Land Management (BLM). The letter formally requests that the BLM begin a planning process to consider various mitigation measures for crowding on local trails.

**FOR OFFICE USE ONLY:**

Attorney Review:

**ATTACHMENT(S):**

1. Commissioner Walker's draft letter
2. County Attorney Sloan's draft letter



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

March 16, 2021

Nicollee Gaddis-Wyatt  
Moab Field Office Manager  
Bureau of Land Management  
82 E. Dogwood Ave.  
Moab, UT 84532

Dear Ms. Gaddis-Wyatt,

The Grand County Commission hereby requests that the BLM formally initiate a planning process to consider options for mitigating health, safety, environmental, and social issues arising from overcrowding on trails near Moab (including Sand Flats, Kane Creek, Flat Pass, Poison Spider Mesa).

Overcrowding on these popular trails has resulted in excessive damage to natural resources, increasing user conflict, and a degraded public lands experience for both non-motorized and motorized users, local and visitor alike. In addition, high use numbers on motorized trails within driving distance of Moab have caused proportional negative health and safety impacts related to noise, speed, and traffic to the many residents whose homes are located on residential streets along the routes used to access these BLM-managed trails.

The situation has reached a breaking point for residents and visitors. It is imperative that BLM begin to take steps to address overcrowding, not only within the most crowded areas (e.g. Sand Flats), but also on adjacent and nearby areas which would experience a large increase in spillover use if mitigation measures were only enacted in a few locations.

We formally request that the BLM consider a wide variety of strategies to solve the crowding problem, including (but not limited to)

- \* A permit system for popular trails, perhaps only active at times of the year or days of the week in which crowding is most severe.
- \* Establishing clear thresholds for enacting temporary trail closures to address significant off-trail travel and resource damage, effective until non-compliant use and resource issues have been addressed.
- \* Setting or reevaluating controls (e.g. decibel limits, speed limits, group sizes) on off-road vehicle (ORV) noise, to protect natural soundscapes and lessen adverse impacts on quiet recreationists and wildlife.

\* Separating non-motorized/quiet recreation and motorized recreation by time and/or space. This includes revising travel plans for a more balanced allocation between non-motorized and motorized user groups, and implementing restrictions on motorized use based on certain days of the week.

\* Encouraging guided (as opposed to unsupervised) use on certain trails. (This could be done by allocating more permits to guided trips.)

We are requesting that BLM begin a process to study and develop alternatives for addressing these serious concerns and suggested mitigation measures, but are not (at this time) endorsing any particular measure. We do emphasize, though, that the current situation is critical and demands action and prioritization by the Moab BLM office. We are confident that you will conduct a thorough and open process with ample opportunity for public engagement and subject matter expert input, which we believe will ultimately lead to the most effective actions to address this growing problem facing our community. We look forward to working with you as this moves forward.

Sincerely,

Mary McGann  
Chair, Grand County Commission

CC: Jennifer Jones, Assistant Field Manager, Recreation Division



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

March 16, 2021

Nicollee Gaddis-Wyatt  
Moab Field Office Manager  
Bureau of Land Management  
82 E. Dogwood Ave.  
Moab, UT 84532

Dear Ms. Gaddis-Wyatt,

The Grand County Commission hereby requests that the BLM formally initiate a planning process to consider options for mitigating health, safety, environmental, and social issues arising from overcrowding on trails near Moab (including Sand Flats, Poison Spider Mesa, and Kane Creek, Flat Pass, prioritized in that order).

Overcrowding on these popular trails has resulted in excessive damage to natural resources, increasing user conflict, and a degraded public lands experience for both non-motorized and motorized users, local and visitor alike. In addition, high use numbers on motorized trails within driving distance of Moab have caused proportional negative health and safety impacts related to noise, speed, and traffic to the many residents whose homes are located on residential streets along the routes used to access these BLM-managed trails.

The situation has reached a breaking point for residents and visitors. It is imperative that BLM begin to take steps to address overcrowding, not only within the most crowded areas (e.g. Sand Flats) but also on adjacent and nearby areas which would experience a large increase in spillover use if mitigation measures were only enacted in a few locations.

We formally request that the BLM consider a wide variety of strategies to solve the crowding problem, including (but not limited to) the following, focusing first on the Sand Flats Recreation Area:

- \* A permit system for popular trails, perhaps only active at times of the year or days of the week in which crowding is most severe.
- \* Establishing clear thresholds for enacting temporary trail closures to address significant off-trail travel and resource damage, effective until non-compliant use and resource issues have been addressed.
- \* Setting or reconsidering controls (e.g. decibel limits, speed limits, group sizes) on off-road vehicle (ORV) noise, to protect natural soundscapes and lessen adverse impacts on quiet recreationists and wildlife.

\* Separating non-motorized/quiet recreation and motorized recreation by time and/or space. This includes revising travel plans for a more balanced allocation between non-motorized and motorized user groups and implementing restrictions on motorized use based on certain days of the week.

\* Encouraging or guided (as opposed to unsupervised) use on certain trails. (This could be done by allocating more permits to guided trips.)

We are requesting that BLM begin a process to study and develop alternatives for addressing these serious concerns and suggested mitigation measures, but are not (at this time) endorsing any particular measure. We do emphasize, though, that the current situation is critical and demands action and prioritization by the Moab BLM office. We are confident that you will conduct a thorough and open process with ample opportunity for public engagement and subject matter expert input, which we believe will ultimately lead to the most effective actions to address this growing problem facing our community. We look forward to working with you as this moves forward.

Sincerely,

Mary McGann  
Chair, Grand County Commission

CC: Jennifer Jones, Assistant Field Manager, Recreation Division

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**MARCH 16, 2021**  
Agenda Item: M

<b>TITLE:</b>	Approval of letter to Governor Cox requesting amendment to HB 297
<b>FISCAL IMPACT:</b>	none
<b>PRESENTER(S):</b>	Commissioner Stock

**Prepared By:**

**SUGGESTED MOTION:**

I move to approve the letter to Governor Cox requesting an amendment to HB 297.

**BACKGROUND:**

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

In the final days of session, the Utah State Legislature finalized HB 297, which establishes the creation of the Colorado River Authority of Utah and put \$9 million into a legal defense fund. The mission of the authority is to protect, conserve, use, and develop Utah's waters of the Colorado River system.

On March 3rd, the Ute Business Committee sent a letter to the governor requesting an amendment clarifying the scope of the Colorado River Authority and that the Authority cannot take action to diminish or impact the Tribe's senior water rights in the Colorado River Basin.

**ATTACHMENT(S):**

1. Ute Indian Tribe Letter to Gov. Cox
2. Amendment to HB 297 to Further Clarify that the Colorado River Authority May Not Take Any Action That Would Impact or Diminish the Ute Indian Tribe's Indian Reserved Water Rights
3. SLC Trib Article - What about us? Ute Tribe asks as Utah moves to protect its share of the Colorado River.



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

March 16, 2021

Dear Governor Cox,

We are writing in support of the Ute Indian Tribe Business Committee's recent request that you work with the Utah State Legislature to amend HB 297, Colorado River Amendments. The Northern Ute Indian Tribe is our neighbor and portions of the Uintah and Ouray Reservation exist within our county boundaries. The proposed amendment seeks to make an important clarification to the bill, one that would ensure the Colorado River Authority of Utah does not pursue any action that would impact or diminish any Indian reserved water rights.

The Colorado River Basin states and tribes are grappling with the great challenge of diminishing river flows and an over-allocated Colorado River system. We believe that providing assurance that the Colorado River Authority of Utah will not use its power or resources to diminish or interfere with Indian Reserved Water Rights is necessary to build trust between the State of Utah and the Ute Indian Tribe, and to be able to work together in the future to address this great challenge.

Additionally, Grand County is concerned about the way in which HB297 makes changes to Utah's Open and Public Meetings Act, allowing the proposed Authority to hold a closed meeting if the purpose of the meeting is to discuss an interstate claim to the use of the water in the Colorado River System. This is too broad and creates a lack of transparency. Though Grand County has many water users, both public and private, we lack direct representation on the water authority board that would be created by HB297. Without a seat at the table, and with a Water Authority that lacks transparency, we are concerned that our water rights could be jeopardized, possibly without our knowledge.

We support action taken to clarify these important issues and urge you to support the Ute Tribe's proposal.

Thank you,

Mary McGann  
Chair, Grand County Commission

<https://le.utah.gov/~2021/bills/static/HB0297.html>



## UTE INDIAN TRIBE

P. O. Box 190  
Fort Duchesne, Utah 84026  
Phone (435) 722-5141 • Fax (435) 722-5072

March 3, 2021

Governor Spencer J. Cox  
State of Utah  
350 N. State Street, Suite 200  
P.O. Box 142220  
Salt Lake City, Utah 84114-2220

### **RE: Amendment to HB 297 Needed**

Dear Governor Cox:

The Ute Indian Tribe asks that you work with the Utah State Legislature to amend HB 297, the Colorado River Amendments, to ensure compliance with established law regarding Indian reserved water rights. As the State of Utah seeks to advance the management of its water resources, the State cannot diminish or impact the Tribe's senior water rights in the Colorado River Basin (Basin). Clarifying HB 297 would help to avoid any conflict and potential litigation as we all plan to utilize our respective water rights in the Basin.

As currently drafted, HB 297 does not address this important limitation on the scope of the Colorado River Authority. Controlling law prevents the Colorado River Authority from taking any action that would impact the Tribe's senior water rights. HB 297 should be amended to affirm and recognize this applicable law. Please find attached to this letter specific amendments to HB 297 that would ensure the Authority acts within its limited scope.

This clarifying amendment is needed because the Colorado River Authority that would be created by HB 297 is specifically designed to avoid transparency and accountability in its management, negotiation, and pursuit of water projects. HB 297 would exempt the Authority from the State's open records laws in an attempt to improve its negotiating position. While we are doubtful that the State will find any benefit in keeping its strategies and negotiations secret from its citizens, HB 297 must clearly state that the Authority cannot use its secrecy to take any actions that would improperly impact or diminish our Indian reserved water rights. This amendment would help to prevent the Authority from taking actions, either intentionally or unintentionally, that could create conflicts and result in unwanted litigation.

Governor Spencer J. Cox  
March 3, 2021  
Page 2

Further clarifying HB 297 would also help to address a century of broken agreements and attacks on our water rights by the State. As you know, all other water rights in the State are secondary to our use and development of waters in the Colorado River Basin. However, the State's repeated failure to comply with this settled law is now a significant barrier to the State's own efforts to claim and develop its share of the Colorado River. By continuing to attack our water rights and refusing to negotiate a free and fair settlement, the State's own water rights are clouded in uncertainty as the State looks to negotiate with other Colorado River Basin states.

We can start to address these issues by amending HB 297 to clarify that the Authority it would create may not pursue any action that would impact or diminish the Tribe's Indian reserved water rights. Acknowledging the Tribe's rights to its land, resources and waters, was part of the deal Utah made when it sought to become a part of the United States. It is time for Utah to live up to its word.

If the Legislature will not amend HB 297 to clarify that the Tribe's water rights may not be diminished or impacted by the Authority, we ask that you use your executive authority and issue a signing statement directing that the Colorado River Authority does not have any ability to seek or take actions that would impact or diminish the Tribe's Indian reserved water rights. Thank you for your consideration and assistance.

On Behalf of the Ute Indian Tribe Business Committee:



---

Luke Duncan  
Business Committee Chairman

Enclosure

cc w/enclosure:

Utah State Senator J. Stuart Adams  
Utah State Representative Brad R. Wilson

**Amendment to HB 297 to  
Further Clarify that the Colorado River Authority May Not Take Any Action  
That Would Impact or Diminish the Ute Indian Tribe's Indian Reserved Water Rights**

**Amendment Text Underlined**

**HB 297, COLORADO RIVER AMENDMENTS**

(Version 1st Sub. (Buff) H.B. 297 - 02-16-21 7:15 AM)

....

Section 6. Section 63M-14-101 is enacted to read:

**CHAPTER 14. COLORADO RIVER AUTHORITY ACT OF UTAH**

....

Section 8. Section 63M-14-103 is enacted to read:

**63M-14-103. Scope of chapter.** (1) This chapter may not be interpreted to override, supersede, diminish, impact, or modify any water right within the state or any Indian reserved water rights, or the role and authority of the state engineer.

....

# **What about us? Ute Tribe asks as Utah moves to protect its share of the Colorado River.**

**Tribe wants to ensure it doesn't lose its rights to water from the river.**



(Francisco Kjolseth | Tribune file photo) Hite Crossing Bridge stretches over the Colorado River as it flows into Lake Powell near Hite Marina on Thursday, Feb. 4, 2021. The Ute Indian Tribe worries that the newly proposed Colorado River Authority of Utah could deprive the tribe of its rights to the river's water.

**By Brian Maffly**

| March 5, 2021, 11:42 a.m.

| Updated: 5:35 p.m.

Citing decades of conflict with the state over water, the [Ute Indian Tribe](#) is upset with a freshly passed bill that would set up a new state agency to advance Utah's interests in the Colorado River, potentially at the expense of the tribe's more senior rights.

On Wednesday, tribal Chairman Luke Duncan sent a letter to Gov. Spencer Cox, insisting on guarantees that the newly proposed Colorado River Authority of Utah wouldn't take steps that would diminish the tribe's water rights.

"We were a tribe long before Utah was a state and controlling law prevents Utah or its Colorado River Authority from taking any action that would impact our water rights," the Ute Indian Tribal Business Committee said Friday in a statement. "After more than a century of broken agreements and attacks on our waters, state laws like [HB297](#) must be clear that the state cannot diminish or impact our Indian reserved water rights. Respecting the tribe's rights to its lands, resources and waters was part of the deal Utah made when it joined the United States [in 1896]. It is time for Utah to live up to its word."

In his response Friday, Cox assured tribal officials the state has no intention of diminishing their water rights.

The tribe wanted [HB297](#) amended, but on Thursday the Legislature finalized the bill, which would also establish a \$9 million "legal defense fund" and advisory councils. The legislative session was poised to end Friday at midnight, so it appeared too late for any amendment.

However, as head of the state's executive branch, Cox, without stating whether he would sign the measure, promised his administration would work "collaboratively" to protect the water rights of all those who use the Colorado River in Utah.

"I am confident that the state and the Ute Tribe can use this as an opportunity to identify common interests and work together to protect those interests," the governor wrote in his reply to Duncan. "I and the two members of my administration who serve on the authority will work to identify opportunities for the Ute Tribe to participate through one or more advisory councils so that tribal concerns may be considered within the authority."

In its letter, the tribe's business committee asked the governor to issue a signing statement acknowledging that federal law prohibits the proposed river authority from impairing the tribe's senior reserved water rights in the Colorado River Basin or elsewhere in Utah.

"As you know, all other water rights in the state are secondary to our use and development of waters in the Colorado River Basin," the tribe states. "However, the state's repeated failure to comply with this settled law is now a significant barrier to the state's own efforts to claim and develop its share of the Colorado River."

The governor's response did not indicate whether the requested signing statement would be forthcoming.

Under a century-old compact, Utah shares the river's flow with six other states, divided between the Colorado's Upper Basin and Lower Basin. Utah is in the Upper Basin with New Mexico, Wyoming and Colorado, while the Lower Basin is made up of Arizona, Nevada and California.

Glen Canyon Dam, which impounds [Lake Powell](#), is where the two basins meet. Utah's share is 23% of what's left after the Lower Basin gets its share.

In subsequent agreements, the seven states are to set aside water for Native American tribes and Mexico.

HB297 was sponsored by the Legislature's top leadership, House Speaker Brad Wilson, R-Kaysville, and Senate President Stuart Adams, R-Layton. The new agency's purpose is to match the expertise and resources the sponsors contend other states invest to enlarge their shares of the river's flow to the detriment of Utah. The six-member authority would have representation from five regions of Utah that rely on the Colorado River water and one representing the governor's office.

Bill sponsors contend that the less than 1 million acre-feet Utah currently uses, represents 54% of the state's share of the Colorado under the 1922 compact, known as "The Law of the River."

Critics contend these calculations ignore various tribal rights to the river and the Colorado's dwindling flows that shrink all seven states' shares.

"Utah water lobbyists are continuing their climate change-denying water war against other Colorado River Basin states with this legislation," said Zach Frankel, executive director of the [Utah Rivers Council](#). "It's disappointing Utah isn't working to embrace climate change and our shared future of collaboration by denying what's happening to the Colorado River and advancing the [Lake Powell pipeline](#) with this secretive bill."

According to the U.S. [Bureau of Reclamation](#), the Utes' claim rights to divert 550,000 acre-feet, but tribal members use 212,000. The tribe has not been able use its full right because it lacks the means to store all that water, mostly flowing off the Uinta Mountains' south slope into the Duchesne and Green rivers passing through the Uintah and Ouray Reservation.

The state and the tribe worked out a water agreement back in the 1980s, but it has yet to be approved by the federal government. The Utes have taken the Interior Department to [court over the government's alleged mishandling of the tribe's water rights](#). That case is pending in federal court in Washington, D.C.

HB297 charges the new authority with advancing water projects, such as the controversial Lake Powell pipeline, aimed at developing Utah's access to the Colorado's water. Because the bill would allow broad exemptions to Utah's public records and open meetings laws, the bill's many critics believe it would enable the new authority to pursue legal strategies in secret.

That provision raised concerns among tribal officials who say the authority "is specifically designed" to evade transparency and accountability.

“The state’s continuing attacks on the tribe’s water rights and the state’s refusal to negotiate a free and fair settlement with the tribe, has created a cloud of uncertainty and mistrust as the state looks to negotiate with other Colorado River Basin states,” the tribe stated.

Promises that the authority won’t try to take water the tribe has claimed will go a long way toward avoiding future conflict and put the state on more solid footing as it negotiates water development, concludes the tribe’s letter to the governor.



bmaffly@sltrib.com

[Follow @brianmaffly](#)

From: **Marc Stilson**

Subject: Re: Ute Letter on HB 297

To: Christina Sloan

Hi Christina,

Just a couple of thoughts on your email, first, the mission of the authority is to "protect, conserve, use, and develop Utah's waters of the Colorado River system". This includes all federal reserved water rights that are part of Utah's allocation, including both the Ute and Navajo tribes. Our regional engineer in Vernal, Andrew Dutson, has a much better understanding of the history and current status of negotiations with the Ute Tribe on settling their claim to federal reserved water rights. His number and email are: 435-247-1511 and [andrewdutson@utah.gov](mailto:andrewdutson@utah.gov). I would suggest that if Grand County would like to advocate for the Ute Tribe, you could call Andrew and he could give you a good amount of information on where things stand. The representative on the Authority from the Uintah Basin area would represent all water users in the region, including the Ute Tribe, and could be a member of the tribe if the area so desires. I have voiced my opinion to our State Engineer that Grand and San Juan Counties should have a representative on the Authority, similar to Carbon / Emery County's representative. I would suggest a letter to this point may be more helpful especially if you could get San Juan County to join you in signing it.

The bill also allows for the creation of "authorized advisory councils of interested persons" to provide data, information and input to the authority. The bill also states that the authority may consult with "watershed councils" created under Title 73-10-3, Watershed Councils Act, which was passed last

year: [https://le.utah.gov/xcode/Title73/Chapter10G/C73-10g-](https://le.utah.gov/xcode/Title73/Chapter10G/C73-10g-P3_2020051220200512.pdf)

[P3\\_2020051220200512.pdf](https://le.utah.gov/xcode/Title73/Chapter10G/C73-10g-P3_2020051220200512.pdf) Local watershed councils are certified by the Utah Watershed Council organized within the Department of Natural Resources. I would suggest that Grand County organize a watershed council under this statute to represent its Colorado River interests in all its facets; groundwater, surface streams and, of course, the Colorado River proper. This I believe would also help us work towards wise management of these resources locally. As you know, we are working hard to put some structure to groundwater management within the valley. A council of this nature would bring all the major players together to discuss development and management of these resources.

The upper basin states within the Colorado River system are not currently using all of the water allocated to them under the 1922 Compact. Representatives from these states understood that without some protections, the lower basin states would end up with the majority of the water. Currently the lower basin states are using close to 10 million acre-feet of Colorado River water (9 million main stem + 1 million Gila) compared to around 4 million acre-feet of use in the upper basin. There is a "structural deficit" in the lower basin that they are aware of and are working on solutions to

(see: <https://www.amwua.org/where-we-stand/issues/colorado-river-structural-deficit>).

The upper basin has unofficially set its sights on possibly only developing 6.0 million acre-feet of its 7.5 million af allocation. This would be a 20% reduction. So, the issues are many and much work is being done in both the upper and lower basins to address the challenges on the CO river system. Utah should continue to work with the other basin states and the federal government on equitable solutions to these challenges. Grand County should have a place at the table in those discussions. Climate change will stress the system even further and water users will need to continue to change and adapt in order to survive, especially in the agricultural arena where 80% of the water is currently being used. Please let me know if there is additional information you are interested in or other ways we could help.

For some good reading on the subject, please

see: [https://wwa.colorado.edu/publications/reports/CRBreport/ColoRiver\\_StateOfScience\\_WWA\\_2020\\_FullReport\\_hi-res.pdf](https://wwa.colorado.edu/publications/reports/CRBreport/ColoRiver_StateOfScience_WWA_2020_FullReport_hi-res.pdf)

Thanks and Regards,

By the way, we have scheduled a public meeting on May 11 at 3:30 pm to continue discussions on safe yield for the groundwater aquifers in the valley.

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

MARCH 16, 2021

Agenda Item: N

<b>TITLE:</b>	Approving Grand County's formal position regarding the 191 bypass feasibility
<b>FISCAL IMPACT:</b>	
<b>PRESENTER(S):</b>	Evan Clapper, Commissioner – Chris Baird, Administrator

**Prepared By:**

Chris Baird  
Commission Admin

**SUGGESTED MOTION:**

I move to establish a position that the Grand County Commission supports continued feasibility studies concerning the Highway 191 bypass and wishes to maintain the respective \$30,000 budget.

Or,

I move 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 non-bypass related transit studies necessary for the completion of the Master Transportation Plan update.

Or,

???

**BACKGROUND:**

Grand County is engaged in two significant transportation planning endeavors.

The Southeastern Utah Regional Transportation Plan is a UDOT lead process. A cooperative agreement has been signed between UDOT and Grand County, Moab City, SITLA, and San Juan Co pertaining to this planning effort.

Separately, Grand County applied for and received a UDOT technical planning assistance grant for the purposes of updating our Master Transportation Plan. The initial intent for this grant was to include Moab City via an interlocal agreement, and to jointly draft a Unified Master Transportation Plan using the grant to procure a consultant.

At the March 9, 2021 Moab City Council meeting the interlocal agreement was voted down. Concerns were expressed that the County continues to pursue bypass feasibility, while a majority of the City Council is staunchly opposed to continuing with bypass feasibility studies, either in the Regional Transportation Planning process, or the Master Planning process.

The previous County Commission had expressed interest in continuing to

**FOR OFFICE USE ONLY:**

**Attorney Review:**

pursue bypass feasibility, and had also approved up to \$30,000 for such studies. As there are four new Commissioners, and the concept of a bypass has become staunchly opposed by a majority of the Moab City Council, it may be appropriate to reevaluate if a majority of the County Commission remains interested in continuing to pursue bypass feasibility studies.

**ATTACHMENT(S):**

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

March 16, 2021

Consent Agenda Items: P-S

<b>TITLE:</b>	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
<b>FISCAL IMPACT:</b>	See Corresponding Agenda Summary, if any
<b>PRESENTER(S):</b>	None

**Prepared By:**

Mallory Nassau  
Assoc. Commission Administrator

**RECOMMENDATION:**

I move to adopt the consent agenda as presented.

**BACKGROUND:**

**FOR OFFICE USE ONLY:**

Attorney Review:  
N/A

**ATTACHMENT(S):**

-

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

MARCH 16, 2021

Agenda Item: P

<b>TITLE:</b>	Ratifying the Chair's signature Grant Agreement with the City of Moab for the Foundation Center
<b>FISCAL IMPACT:</b>	\$1,800 Revenue/Grant Contribution
<b>PRESENTER(S):</b>	Chris Baird – Commission Administrator

**Prepared By:**

Chris Baird  
Commission Admin

**SUGGESTED MOTION:**

I move to ratify the Chair's signature on a grant agreement with the City of Moab for the Candid online subscription.

**BACKGROUND:**

Candid (formerly the Foundation Center) is an online resource for community grant opportunities, training, and associated resources.

The Grand County Library will be hosting this resource. This grant agreement is for a \$1,800 grant contribution from the City of Moab toward the cost of the subscription for Candid. Utah State University has also contributed \$500.

**FOR OFFICE USE ONLY:**

Attorney Review:

**ATTACHMENT(S):**

Grant Agreement

217 East Center Street  
 Moab, Utah 84532-2534  
 Phone: (435) 259-5121  
 Fax: (435) 259-4135



Mayor: Emily S. Niehaus  
 Council: Rani Derasary  
 Mike Duncan  
 Karen Guzman-Newton  
 Kalen Jones  
 Tawny Knuteson-Boyd

## **City of Moab Grant Program 2021 Grant Agreement Terms and Conditions**

**Grantee:** **Moab Grant Center**  
**257 East Center Street**  
**Moab, UT 84532**

*Date: 03/03/2021*

This Agreement, set on March 3, 2021, is between the City of Moab ("City") and Moab Grant Center, hereafter referred to as "Grantee".

Grantee is recognized as exempt from income tax as a publicly supported charitable organization as described under Section 501(c)(3) of the United States Internal Revenue ("IRS") Code, or as a governmental agency that was demonstrably impacted by the COVID-19 pandemic. The City of Moab 2021 Grant may be used only for the purpose(s) stated in this Agreement.

### **Date of Award**

The Date of Award is February 23, 2021, as this is the date the City of Moab City Council awarded Grantee these funds based on the Grantee's application. The Grantee was awarded \$1,800.<sup>00</sup>.

### **Spending Deadline**

Grantee will have one year from date of award to expend funds. Once this agreement is signed and returned along with a W-9 from Grantee, Grantee shall receive a check in approximately two weeks from the City. Once checks are issued, recipients will have 180 days to cash the check.

### **Project or Program**

Foundation Directory Online Subscription Renewal and training for local nonprofits and residents.

### **Reports**

All narrative and financial reports must be submitted electronically to contributions@moabcity.org.

### **Unexpended Funds**

Funds not expended within the year will be forfeited and returned to City within 14 days unless the Grantee receives an extension in writing from the City.

### **Publicity**

As a courtesy, all materials acknowledging The City's support that are produced by the Grantee may be copied to the City's Communication and Engagement Manager at communication@moabcity.org to ensure accuracy and consistency of message. Any quotes of City personnel, including in public statements, reports, and other print and online publications should be cleared by the Communication

and Engagement Manager. Grantee does not serve as a spokesperson for the City in the media. Please contact the Communication and Engagement Manager for an electronic logo file.

### **Replacement of Personnel**

Grantee agrees to provide the City with written notification of any changes to personnel and/or contact information regarding this grant.

Subcontractors. Grantee agrees to carry out all work associated with this grant. Subcontractors are not permitted.

Compliance with Laws. Grantee agrees that it and any agents shall comply with all applicable federal, state, and local laws, regulations, and rules and, upon request, shall provide the City with documentation of such compliance.

### **Grantee Status**

Grantee represents that it is tax-exempt under federal law.

### **Evaluation**

All activities conducted hereunder are subject to the City's review and acceptance to confirm that funds are being spent in accordance with this Agreement and Section 501(c)(3) of the United States Internal Revenue Code. At its own expense, the City may monitor and conduct an evaluation of operations under this Agreement.

### **Grantee's Records**

Grantee will keep systematic records of all expenditures relating to this Grant for Two years. The City may, at its own expense, examine or audit Grantee's records related to activities supported by this Grant.

### **Independent Parties**

Grantee and its employees, agents, and representatives are independent parties and are not the City employees or agents.

### **Indemnification**

Grantee shall indemnify, defend, and hold harmless the City and its officers, directors, employees, agents, affiliates, and contractors from and against any and all claims, liabilities, damages, losses, expenses, demands, lawsuits, and judgments, including without limitation reasonable attorneys' fees and costs, arising from or relating to (a) Grantee's performance of this Agreement or breach thereof or (b) the intentional misconduct or negligent acts or omissions of Grantee, its employees, agents, contractors, or consultants in connection with the performance of its obligations under this Agreement. This provision shall survive the termination of this Agreement.

### **Governing Law**

The law for the State of Utah will have exclusive jurisdiction over any and all disputes arising out of, or in any way related to, this Agreement, and Grantee shall submit to the personal jurisdiction of those courts.

### **Termination and Postponement**

- a. The City may, in its sole discretion, terminate, postpone, or cancel any or all Grant payments if: Grantee substantially fails to perform any of its duties required by the terms of this Agreement; or Grantee has a substantial unexpended balance of Grant funds on hand.
- b. Grantee agrees to give immediate written notice to the City and, upon demand, repay all portions of the Agreement funds paid by the City that are within Grantee's control, and the City may terminate this Agreement immediately, including all unpaid amounts, if Grantee ceases to be exempt from federal income tax for any reason or Grantee violates any applicable laws.

### **Assignment**

Grantee will directly administer the project or program being supported by this Agreement. Notwithstanding any provision in this Agreement to the contrary, the City may, upon giving notice to Grantee, assign all or any part of its right, title, and interest in this Agreement. Grantee may not assign this Agreement, in whole or in part, without the City's prior written consent.

**Grantee's Authority.** Grantee represents and warrants that (a) it has the corporate, statutory, or other power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the person who executes this Agreement on its behalf has the necessary authority to bind Grantee; and (c) neither the execution and delivery of this Agreement nor the performance of its obligations hereunder will constitute a violation of, a default under, or conflict with any term of any governance documents or other agreements to which it is bound.

### **Notification**

All notifications shall be sent to:

City of Moab  
Attn: Sommar Johnson, City Recorder 217 E. Center St.  
Moab, UT 84532

**In Witness Hereof,** the parties sign and cause this Grant Agreement to be executed on this  
\_\_\_\_3rd\_\_\_\_ day of \_\_\_\_March\_\_\_\_ 2021.

**GRANTEE:**

**CITY:** City of Moab



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Authorized Agent for Grantee

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Moab City Manager

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

MARCH 16, 2021

Agenda Item: Q

<b>TITLE:</b>	Ratifying the Chair's signature on letter of support for Moab Town Ramp Rivers, Trails, & Conservation Assistance Grant application
<b>FISCAL IMPACT:</b>	None at this time
<b>PRESENTER(S):</b>	Chris Baird – Commission Admin, Elaine Gizler – Economic Development Director

**Prepared By:**

Chris Baird  
Commission Admin

**SUGGESTED MOTION:**

I move to approve the letter of support for the Moab Town Ramp Rivers, Trails, & Conservation Assistance Grant application

**BACKGROUND:**

The boat ramp just east of the Colorado River Bridge and north of Lion's Park is in disrepair. The area around the boat ramp also has potential for park and recreational development and improvement.

The National Park Service's Rivers, Trails, and Conservation Assistance Program offers fee professional planning and facilitation services intended to assist with vision, goals, and conceptual details for a project. This program was used in the development of the Lion's Park and Transit Hub conceptual plans.

If approved for this program a process would begin to develop a conceptual plan for the boat ramp and north Lion's park area with the aid of professional planners and facilitators as provided by this program.

**FOR OFFICE USE ONLY:**

**Attorney Review:**

**ATTACHMENT(S):**

Letter of Support



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

March 1, 2021

Betsy Byrne  
National park Service  
Rivers, Trails, & Conservation Assistance  
50W Broadway #950  
Salt Lake, City UT 84101

Re: Moab Town Ramp RTCA Grant Application Letter of Support

Ms. Byrne,

The Grand County Commissioners are writing you today to support the Rivers, Trails, & Conservation Assistance Grant application

The current boat ramp is in much need of repair; with the local community, visitors, Search and Rescue, and outfitters using this location on the Colorado River, improving the ramp will provide a much more safe environment.

The DNR indicates that as many as 80,000 people float on the Colorado River in Moab in a season. The water recreation area is growing annually, and improvements to this area are imperative. When the river level is low, the ramp will not reach the water's edge and can be potential for accidents.

The Grand County Commissioners are in full support to improve this area with a redesign that will provide a safe place for all to enjoy.

Regards,

Mary McGann  
Chair, Grand County Commission

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

MARCH 16, 2021

Agenda Item: R

<b>TITLE:</b>	Approving Ken's Lake irrigation water transfer agreement with the Grand County Cemetery District for Old Spanish Trail Arena
<b>FISCAL IMPACT:</b>	\$660
<b>PRESENTER(S):</b>	Chris Baird – Commission Administrator

**Prepared By:**

Chris Baird  
Commission Admin  
Angela Book  
OSTA Director  
Mallory Nassau  
Associate Admin

**FOR OFFICE USE ONLY:**

Attorney Review:

**SUGGESTED MOTION:**

I move to approve the Ken's Lake irrigation water transfer agreement with the Grand County Cemetery District for Old Spanish Trail Arena.

**BACKGROUND:**

The Old Spanish Trail Arena is in need of more water for the general maintenance of the ballfields. OSTA has been presented with the option of leasing 20-acre feet of water on a year by year lease option as a temporary solution from the Cemetery. OSTA is in the process of purchasing additional shares of water along with other fertilizer and maintenance options. Kens Lake irrigation water is also used for dust control during events. This will serve as an interim solution while other long-term options are being pursued including the possibility of a well and/or more permanent irrigation water share purchases.

**ATTACHMENT(S):**

- Grand Water & Sewer Service Agency Ken's Lake Irrigation Water Transfer Form.

# GRAND WATER & SEWER SERVICE AGENCY

## KEN'S LAKE IRRIGATION WATER TRANSFER FORM

I, Robert Buckingham, Sexton for Grand County Cemetery District, am transferring my 20 AF of Ken's Lake Irrigation Water to:

Account No: 95.2711.00  
Name: Old Spanish Trail Arena, Mary McGann Chair of Grand County Commission  
Mailing Address: 125 E. Center ST  
City, State & Zip: Moab, UT 84532  
Phone: 435-259-1321  
Service Address: Spanish Trail Arena  
Amount Due \$635.00 plus transfer fee total - \$660.00

This is to be a

Temporary Transfer

For Irrigation Water Year 2021  
 Until further notice

This is the continuance of an agreement already in place.  
 This is a new transfer and a \$25.00 fee will be paid by \_\_\_\_\_, check # \_\_\_\_\_  
 The \$25.00 fee will be paid by OSTA. Check # \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Irrigation Customer Transferring Water

Account Number: 95.0836.00

Signature of Irrigation Customer Receiving Water Transfer

Account Number: 95.2711.00

State of Utah

County of Grand

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me \_\_\_\_\_, a notary public, personally appeared Mary McGann, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is (is/are) subscribed to this instrument, and acknowledged she (he/she/they) executed the same.

Witness my hand and official seal

\_\_\_\_\_  
Notary Public

**GRAND WATER & SEWER SERVICE AGENCY**  
**KEN'S LAKE IRRIGATION WATER TRANSFER FORM**

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me \_\_\_\_\_, a notary public, personally appeared Robert Buckingham, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is (is/are) subscribed to this instrument, and acknowledged she (he/she/they) executed the same.

Witness my hand and official seal

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Notary Public

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**MARCH 16, 2021**

Agenda Item: S

<b>TITLE:</b>	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
<b>FISCAL IMPACT:</b>	
<b>PRESENTER(S):</b>	Chris Baird, Commission Administrator

**Prepared By:**

**CHRIS BAIRD**  
**COMMISSION ADMIN**

**SUGGESTED MOTION:**

I move to ratify the Chair's signature on the 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

**ATTACHMENTS :**

Letter of Support

**FOR OFFICE USE ONLY:**

Attorney Review:



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

Utah Department of Transportation  
re: RFPDOT21004kt-1  
P.O. Box 143600  
Salt Lake City, UT 84114  
4501 South 2700 West

March 12, 2021

Dear Utah Department of Public Transportation,

It is my honor to write a letter in support of the proposal for 5311(f) Intercity Bus Service RFPDOT21004KT-1 Application. This funding will be a coordinated effort between the State of Utah and Salt Lake Express.

We support Salt Lake Express and the connections they provide between non-urbanized areas and the larger regional and national system of intercity bus service. We support services to meet the intercity travel needs of residents in non-urbanized areas within our region. We support the infrastructure of the intercity bus network through the intercity feeder bus services investments in this funding proposal.

In conclusion, we fully support the efforts of Salt Lake Express as they seek external funding to support an intercity bus program designed to improve Utah's mobility so that our public transportation systems locally can access important regional connections. It is critical to make improvements to our communities such as this and I recommend Salt Lake Express as a partner. Please don't hesitate to reach out to me should you have further questions.

Sincerely,

Mary McGann  
Chair, Grand County Commission

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

MARCH 16, 2021

Agenda Item: T

<b>TITLE:</b>	Discussion on the Grand County Organizational Structure
<b>FISCAL IMPACT:</b>	
<b>PRESENTER(S):</b>	Chris Baird, Commission Administrator – Mallory Nassau, Associate Administrator

**Prepared By:**

**CHRIS BAIRD**  
COMMISSION ADMIN

**BACKGROUND:**

While an organizational structure study is budgeted for 2021, some immediate organizational flaws may be best addressed prior to the completion this study.

The Current Planning and Zoning Director's job description used to be titled "Community and Economic Development Director". Economic Development duties were transferred from this position to a re-titled position, Economic Development Director, held currently by Elaine Gizler.

The longer range concept is to redefine the Community Development Department (sans economic development, which would be a different department), and to create divisions within the Community Development Department for Planning and Zoning, Engineering Services, and Building Inspection.

Technically, the department is still titled Community and Economic Development Department. I am proposing to establish the below structure prior to the hiring of a Planning and Zoning Director:

Community Development Department

- Planning and Zoning Division
- Engineering Division (currently contracted)
- Building Inspection Division

The goal in the beginning to either designate the Planning and Zoning Director, or the Chief Building Official as the Director of the Community Development Department. In the future the Community Development Director may be a stand-alone position. But, initially I think that it would work to have a division head also serve as the Department Head.

The goal of this reorganization would be to help ensure that Planning, Engineering, and Building Inspection are more effectively coordinating with one another, and to initiate the process of building in a best practice organizational structure that establishes both upper and mid-level management.

Currently the County technically has no divisions at all, just departments, which all report directly to the Commission Administrator and Associate Administrator. This is an ineffective structure, and not best practice.

**FOR OFFICE USE ONLY:**

Attorney Review:

Mon	Tue	Wed	Thu	Fri
1 <b>First Day of Women's History</b>	2	3	4	5
8 3pm - MATC Meeting @ Grand	9	10	11	12
15	16 <b>St. Patrick's Day</b>	17 3pm - GCED Advisory Bd Mtg	18	19
22	23	24	25	26
29	30	31	1	2

Mon	Tue	Wed	Thu	Fri
1 <b>First Day of Women's History</b>	2	3	4	5
8 3pm - MATC Meeting @ Grand	9	10	11	12
15	16 <b>St. Patrick's Day</b>	17 3pm - GCED Advisory Bd Mtg	18	19
22	23	24	25	26
29	30	31	1	2

**March**      **2021**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	<b>01</b>  Grand County Road Department Training.	<b>02</b>  Baseball Practice - Baseball Fields 4:30 pm - 6:30 pm	<b>03</b>  Drill Team Practice - Outdoor Arena 2- 5 pm	<b>04</b>  Baseball Practice - Baseball Fields 4:30 pm - 6:30 pm	<b>05</b>	<b>06</b>
<b>07</b>  Drill Team Practice - Outdoor Arena 2- 5 pm	<b>08</b>  Middle School Soccer 5pm-6pm - Soccer Fields	<b>09</b>  Baseball Practice - Baseball Fields 4:30 pm - 6:30 pm	<b>10</b>  Postponed Team Rubicon - Operation Slickrock	<b>11</b>  Postponed Team Rubicon - Operation Slickrock	<b>12</b>  Postponed Team Rubicon - Operation Slickrock	<b>13</b>  Postponed Team Rubicon - Operation Slickrock
<b>14</b>  Postponed Team Rubicon - Operation Slickrock	<b>15</b>  Postponed Team Rubicon - Operation Slickrock	<b>16</b>  Postponed Team Rubicon - Operation Slickrock	<b>17</b>  Postponed Team Rubicon - Operation Slickrock	<b>18</b>  Open Ride 8 AM - 8 PM Indoor Arena	<b>19</b>  Open Ride 8 AM - 8 PM Indoor Arena	<b>20</b>  Baseball Game - Baseball Fields
 Open Ride 8 AM - 8 PM Indoor Arena	 Open Ride 8 AM - 8 PM Indoor Arena	 Open Ride 8 AM - 8 PM Indoor Arena	 Baseball Practice - Baseball Fields 4:30 pm - 6:30 pm	 Baseball Practice - Baseball Fields 4:30 pm - 6:30 pm	 Skate Moab - Family Skate - Pavilion - All Ages 6-8pm	 Soccer Game - Soccer Fields
<b>21</b>  Open Ride 8 AM - 8 PM Indoor Arena	<b>22</b>  Open Ride 8 AM - 8 PM Indoor Arena	<b>23</b>  Open Ride 8 AM - 8 PM Indoor Arena	<b>24</b>  Open Ride 8 AM - 8 PM Indoor Arena	<b>25</b>  Open Ride 8 AM - 8 PM Indoor Arena	<b>26</b>  Jeep Safari 2021	<b>27</b>  Jeep Safari 2021
 Drill Team Practice - Outdoor Arena 2- 7 pm	 Middle School Soccer 5pm-6pm - Soccer Fields	 Baseball Practice - Baseball Fields 4:30 pm - 6:30 pm	 Drill Team Practice - Outdoor Arena 2- 7 pm	 Baseball Practice - Baseball Fields 4:30 pm - 6:30 pm	 Skate Moab - Family Skate - Pavilion - All Ages 6-8pm	
<b>28</b>  Jeep Safari 2021	<b>29</b>  Jeep Safari 2021	<b>30</b>  Jeep Safari 2021	<b>31</b>  Jeep Safari 2021	01	02	03
 Drill Team Practice - Outdoor Arena 2- 7 pm	 Middle School Soccer 5pm-6pm - Soccer Fields	 Baseball Practice - Baseball Fields 4:30 pm - 6:30 pm	 Baseball Practice - Baseball Fields 4:30 pm - 6:30 pm			
			 Skate Moab - Disco Skate 18+ - Pavilion 6-8PM			

April 2021						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	01	02	03
				<u>Jeep Safari 2021</u> <u>Baseball Practice - Baseball Fields</u> <u>Middle School Soccer 5pm-6pm - Soccer Fields</u>	<u>Jeep Safari 2021</u> <u>Pavilion Closed - Event Set-up</u>	
04	05	06	07	08	09	10
<u>Jeep Safari 2021</u> <u>Evoke Life - Sunrise Service @ 7:00 a.m. - Pavilion</u>	<u>Rigging For Rescue - Scorekeeper Building Conference Room</u> <u>Middle School Soccer 5pm-6pm - Soccer Fields</u>	<u>Rigging For Rescue - Scorekeeper Building Conference Room</u> <u>Baseball Practice - Baseball Fields</u> <u>Canyonlands PRCA Rodeo Club Meeting -BF Conf. Room 6:30pm - 7:30pm</u>	<u>Rigging For Rescue - Scorekeeper Building Conference Room</u> <u>Baseball Practice - Baseball Fields</u> <u>Drill Team Practice - Outdoor Arena 5-8 pm</u>	<u>Rigging For Rescue - Scorekeeper Building Conference Room</u> <u>Baseball Practice - Baseball Fields</u> <u>Middle School Soccer 5pm-6pm - Soccer Fields</u>	<u>Rigging For Rescue - Scorekeeper Building Conference Room</u> <u>Moab Fire Department - Ballfield Parking lot &amp; Score Keeper Building</u> <u>Moab Fire Department - Ballfield Parking lot &amp; Score Keeper Building</u> <u>Skate Moab - Family Skate - Pavilion - 6-8pm</u>	<u>Moab Fire Department - Ballfield Parking lot &amp; Score Keeper Building</u> <u>Skate Moab - Family Skate - Pavilion - 6-8pm</u>
11	12	13	14	15	16	17
<u>Drill Team Practice - Outdoor Arena 5-8 pm</u>	<u>Cruise Moab Indoor Arena &amp; Racetrack</u> <u>Middle School Soccer 5pm-6pm - Soccer Fields</u>	<u>Cruise Moab Indoor Arena &amp; Racetrack</u> <u>Baseball Practice - Baseball Fields</u>	<u>Cruise Moab Indoor Arena &amp; Racetrack</u> <u>Baseball Practice - Baseball Fields</u>	<u>Cruise Moab Indoor Arena &amp; Racetrack</u> <u>Baseball Practice - Baseball Fields</u> <u>Middle School Soccer 5pm-6pm - Soccer Fields</u>	<u>Cruise Moab Indoor Arena &amp; Racetrack</u> <u>Skate Moab - Family Skate - Pavilion - 6-8pm</u>	<u>Cruise Moab Indoor Arena &amp; Racetrack</u> <u>Fallen Peace Officers Ceremony - Pavilion</u>
18	19	20	21	22	23	24
<u>Cruise Moab Indoor Arena &amp; Racetrack</u>	<u>Arena Closed - Event Clean-up</u> <u>Middle School Soccer 5pm-6pm - Soccer Fields</u>	<u>Arena Closed - Event Clean-up</u> <u>Baseball Practice - Baseball Fields</u>	<u>Baseball Practice - Baseball Fields</u> <u>Drill Team Practice - Outdoor Arena 5-8 pm</u>	<u>Baseball Practice - Baseball Fields</u> <u>Middle School Soccer 5pm-6pm - Soccer Fields</u>	<u>Skate Moab - Family Skate - Pavilion - 6-8pm</u>	
25	26	27	28	29	30	01
<u>Drill Team Practice - Indoor Arena 5-8 pm</u>	<u>Middle School Soccer 5pm-6pm - Soccer Fields</u>	<u>Baseball Practice - Baseball Fields</u>	<u>Baseball Practice - Baseball Fields</u> <u>Drill Team Practice - Indoor Arena 5-8 pm</u>	<u>Mandy Rush Barrel Race Clinic - Indoor Arena &amp; Stalls</u> <u>Baseball Practice - Baseball Fields</u> <u>Middle School Soccer 5pm-6pm - Soccer Fields</u>	<u>Mandy Rush Barrel Race Clinic - Indoor Arena &amp; Stalls</u> <u>Utah Bronco Club</u>	

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**MARCH 16, 2021**

Agenda Item: V

<b>TITLE:</b>	<b>PUBLIC HEARING: 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)</b>
<b>FISCAL IMPACT:</b>	N/A
<b>PRESENTER(S):</b>	Christina Sloan, County Attorney

**Prepared By:**

Christina Sloan,  
County Attorney

**RECOMMENDATION: (PUBLIC HEARING ON 3/16 - COMMISSION POLICY IS TO VOTE THE FOLLOWING MEETING)**

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.

**FOR OFFICE USE ONLY:**

**Attorney Review:**

Complete

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.

**ATTACHMENT(S):**

1. Proposed Ordinance;
2. Exhibit A to Ordinance

**GRAND COUNTY, UTAH**  
**ORDINANCE NO. \_\_\_\_\_ (2021)**

**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)**

**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 Utah Office of Tourism advertises dark sky places as part of their promotion of Utah at [www.visitutah.com](http://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 Planning Commission unanimously voted, after a public hearing on 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 to expressly prohibit changeable message signs and digital billboards in the unincorporated area of Grand County;

**WHEREAS**, the Grand County Commission held a public hearing to consider public comments related to the proposed LUC amendment on March 16, 2021; and

**WHEREAS**, the Grand County Commission desires to amend Ordinance No. 588 and LUC Sections 6.5.3, 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 6.5.3, 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 April 6, 2021 as follows:

*Those voting aye:*

*Those voting nay:*

*Those absent:*

**Grand County Commission:**

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Mary McGann, Chair

**ATTEST:**

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Quinn Hall, Clerk/Auditor

## **Exhibit A**

### **Section 6.5.3 Exempt Signs**

- I. Signs necessary to promote health, safety and welfare, and other regulatory, statutory, traffic control or directional signs temporarily erected by a public officer.

### **Section 6.5.4 (Prohibited Signs)**

The following Signs are prohibited in their entirety, which prohibition applies to conversions and replacements of existing Signs, including billboard faces: ~~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;
- H. Signs employing flashing, intermittent, or moving light(s) such as electronic or digital display technologies (LED, LCD, etc);
- I. Signs on which the display is changed periodically by a contained mechanism within the sign structure that alters the physical components of the sign face.

**J. Mechanical and/or electronic changeable message signs.**

**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, <b>or billboard</b> 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.
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