ENHANCING OUR VIBRANT COMMUNITY AND IMPROVING OUR QUALITY OF LIFE

MOAB CITY COUNCIL
JANUARY 27, 2026
REGULAR MEETING - 6:00 P.M.

City Council Chambers
217 East Center Street
Moab, Utah 84532

1. Regular City Council Meeting - 6:00 p.m.

1.1. Call to Order and Pledge of Allegiance

2. Public Comments (Limited to Three Minutes Per Person)

3. Department Update

4. Consent Agenda

4.1. Consideration of the Appointment of Citizens to the Planning Commission

Documents:

city council staff report pc appts..pdf

4.2. Ratification of a Letter of Support for the Utah Raptor State Park's Dark Sky Application

Documents:

25-los for utahraptor.pdf

4.3. Ratification of City Council Board and Committee Assignments

Documents:

city council staff report board appts..pdf
2025 council board and committee assignements.pdf

4.4. Approval of Minutes

December 9, 2025, Special Meeting
December 9, 2025, Regular Meeting
January 8, 2026, Special Meeting
January 9, 2026, Special Meeting

Documents:

min-cc-2025-12-09 draft special meetinget.pdf
min-cc-2025-12-09 draft regular meetinget.pdf
min-cc-2026-01-08 draft.pdf
min-cc-2026-01-09 draft.pdf

4.5. Approval of Bills Against the City of Moab in the Amount of $3,840,734.77

Documents:

12-10-25 council consent.pdf
12-18-25 council consent.pdf
12-23-25 council consent.pdf
12-31-25 council consent.pdf
01-07-26 council consent.pdf
01-21-26 council consent.pdf
01-14-26 council consent.pdf

5. General Business

5.1. Public Hearing for the 2026 Permanent Community Impact Fund Board (CIB) Spanish Valley Culinary Storage Water Tank application

Documents:

cib agenda summary 2026.pdf
cib project description 2026.pdf
cib project map 2026.pdf
draft cib application 2026.pdf

5.2. Public Hearing for Ordinance 2026-01: An Ordinance of the City Council of Moab Annexing the Bisco Properties, LLC Property at 486 Riversands Road to the City of Moab and Assigning the C-2 Commercial-Residential Zone and R-3 Multi-Household Residential Zone to the Parcel

5.3. Consideration and Possible Approval of Ordinance 2026-01: An Ordinance of the City Council of Moab Annexing the Bisco Properties, LLC Property at 486 Riversands Road to the City of Moab and Assigning the C-2 Commercial – Residential Zone and R-3 Multi-Household Residential Zone to the parcel

Documents:

riversands annexation agenda summary.pdf
exhibit 1_recorded pre-annexation agreement.pdf
exhibit 2_staff report_bisco properties, llc annexation staff report.pdf
exhibit 3_petition for annexation.pdf
exhibit 4_annexation certification.pdf
exhibit 5_ordinance 2026-01 bisco poperties 486 river sands annexation draft.pdf

5.4. Public Hearing for Resolution 01-2026: A Resolution Amending the Fiscal Year 2025-2026 Budget

5.5. Consideration of Adoption of Resolution 01-2026: A Resolution Amending the Fiscal Year 2025-2026 Budget

Documents:

city council staff report budget amendment 1.27.26.pdf
10-51-52-53 fund - fy26 - jan recommended ammended budget.pdf
city of moab resolution no 01-2026.pdf

5.6. Consideration of Adoption of Resolution 02-2026: A Resolution to Adopt the Community Wildfire Preparedness Plan

Documents:

2026 1jan 27_cwpp agenda summary.pdf
2026 proposed cwpp.pdf
community wildfire preparedness presentation.pdf
2026 1jan 27_cwpp resolution.pdf

5.7. Consideration of a Request for Financial Participation with Grand County in Essential Air Service Planning and Analysis

Documents:

city council staff report eas.pdf
current eas contract.pdf
consultant eas proposal.pdf

5.8. Consideration of a Contract Award to Perimeter Geography in the Amount of $149,940.00 for the Redesign of the Center Street Ballpark Project

Documents:

agenda summary 2026 ballfields contract.pdf
attachment 1_ draft contract for services for the city of moab and perimeter gepography.pdf
attachment 2_ perimeter center street ballpark proposal.pdf

5.9. Consideration of Contract Award to SKM Engineering, Inc. in the Amount of $434,025.00 for the Design and Installation of Water and Sewer Facility Supervisory Control and Data Acquisition (SCADA) System Project

Documents:

design and installation of water and sewer facility supervisory control and data acquisition (scada) system contract award agenda summary.pdf
attachment 1 - rfp proposal.pdf
attachment 2 - scope and cost.pdf
attachment 3 - contract.pdf

5.10. Consideration and Possible Approval of a Development Agreement for 57 West Kane Creek Boulevard between Amasa Holdings LLC and the City of Moab, Utah.

Documents:

amasa apartments development agreement agenda summary.pdf
exhibit 1_draft amasa development agreement - redlined.pdf
exhibit 2_draft amasa development agreement - clean.pdf

6. **City Manager Updates**

7. **Mayor and Council Reports**

8. **Adjournment**

Special Accommodations:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Recorder's Office at 217 East Center Street, Moab, Utah 84532; or phone (435) 259-5121 at least three (3) working days prior to the meeting.

Check our website for updates at: www.moabcity.org

TITLE: Consideration of the Appointment of Citizens to the Planning Commission

DISPOSITION: Discussion and possible action

PRESENTER/S: Joette Langianese, Mayor

ATTACHMENT/S: None

STAFF RECOMMENDATION: It is recommended that the Council consent to the proposed appointments as presented by the Mayor.

Background

There are currently two openings on the City of Moab Planning Commission. After a period of advertising, the City received several applications for these positions. All of the applicants were reviewed internally and the Mayor spoke with each applicant individually. Based on the review process, it recommended that the following two applicants be appointed to the Planning Commission.

1. Carolyn Conant – reappointment – Five Year – Exp. 12/31/2030
2. Steve McClure – new appointee in vacant position – Three Years remaining – Exp. 12/31/2028

Upon receiving the consent of the Council, the Mayor will make these appointments for the specified period.

RELEVANT LAWS, STUDIES & PLANS:

Moab Municipal Code 2.52

RESPONSIBLE DEPARTMENT(s):

FINANCIAL IMPACT:

The impact financially will be the monthly stipend which PC members receive, which is $75.00 per meeting.

217 East Center Street
Moab, Utah 84532-2534

THE CITY OF MOAB
EST. 1902

Phone: (435) 259-5121
Fax: (435) 259-4135

December 9, 2025

Board of Directors
DarkSky International
5049 East Broadway Blvd #105
Tucson, AZ 85711

Dear DarkSky Board of Directors,

As Mayor of Moab, a Dark Sky Community since 2024, I am pleased to support Utahraptor State Park's application to become an International Dark Sky Park. Southeastern Utah is one of the most concentrated Dark Sky regions in the world, with Arches and Canyonlands National Parks, Hovenweep and Natural Bridges National Monuments, Dead Horse Point State Park, and the Dark Sky Communities of Castle Valley, Bluff, and Moab all preserving awe-inspiring, restful nights across the Colorado Plateau. Utahraptor State Park's certification would expand this constellation of Dark Sky Places, providing lasting health and quality-of-life benefits for Moab residents.

Our shared dark skies support residents' health, local ecological systems, and our economy. In 2024, nearly 16 million national park visitors spent approximately $2 billion in Utah's gateway communities. Our Park Service partners note that an uncompromised night sky is an important aspect of the visitor experience. Furthermore, the Utah Office of Tourism estimates that overnight guests spend three times as much as daytime visitors, making night-sky programming significant to our local economy. The long, clear nights of winter offer excellent stargazing, as do the summer nights that provide a break from the day's heat. A Dark Sky designation for Utahraptor State Park will extend these opportunities, encouraging visitors to enjoy Moab a little longer.

The City of Moab enthusiastically supports Utahraptor State Park's Dark Sky application and looks forward to continued collaboration across southeastern Utah to protect one of our most inspiring natural resources, the night sky.

Sincerely,

Joette Langianese
Mayor City of Moab

MOAB CITY COUNCIL AGENDA January 27, 2026

TITLE: Council Board/Committee Assignments

DISPOSITION: Discussion and possible action

PRESENTER/S: Joette Langianese, Mayor

ATTACHMENT/S: Current Council Board/Committee Assignments

STAFF RECOMMENDATION: It is recommended that the Council consent to the proposed appointments as presented by the Mayor.

Background

Each year the Council renews their Board and Committee Assignments. These assignments are made by the Mayor and approved/consented to by the City Council. The attached document details the current/past year assignments. The Mayor will review the new assignments with the Council at the meeting.

RELEVANT LAWS, STUDIES & PLANS:

Moab Municipal Code

RESPONSIBLE DEPARTMENT(s):

FINANCIAL IMPACT:

None

Board/Committee Assignments - 2025

Board/Committee/District	City Representative	Terms
Water Boards		All appointments and assignments are for the term of office unless Council Members request to be removed from the district/board/ committee.
Grand Water & Sewer Service Agency Board of Directors and Administrative Control Board	Luke Wojciechowski	
Moab Area Watershed Partnership	Luke Wojciechowski	
WRUMP Focus Group	Luke Wojciechowski	
SE Utah Riparian Partnership	Staff	
County Special Service Districts/Commissions		Appointments for District boards are based on the specific District by-laws and/or establishing resolutions.
Recreation SSD	Staff - Patrick Trim	
Solid Waste SSD (Res. 2350 – 7/1997)	Colin Topper	
Canyonlands Health Care SSD (Res.3142 – 5/2018)	Tawny Knuteson-Boyd-City Rep Mayor – Community Rep	
EMS Special Service District	Jason Taylor	
Moab Mosquito Abatement District	Staff - Chace Gholson	
Boundary Commission	Mayor	

Board/Committee Assignments 2025 (cont'd)

Economy/Tourism Boards		
County Airport Board	Jason Taylor	All appointments and assignments are for the term of office unless Council Members request to be removed from the board/committee.
County Travel Council Advisory Board	Jason Taylor	
Chamber of Commerce Board	Jason Taylor	
County Trail Mix	Colin Topper	
Museum of Moab	Tawny Knuteson-Boyd	
Economic Advisory Board	Jason/Cory/Alexi	
Housing Related Boards		
Homeless Coordinating Committee	Luke Wojciechowski	All appointments are for the term of office unless Council Members request to be removed from the committee/board.
Moab Area Housing Task Force	Kaitlin Myers	
Housing Authority of Southeast Utah (HASU)	Tawny Knuteson-Boyd	
Education Boards		
USU Advisory Council	Tawny Knuteson-Boyd	Nominated by the Mayor and approved by the City Council for USU President consideration.
Government Boards		
SE Utah Association of Governments (AOG)	Mayor	Government boards may be appointed by the governor's office or the specific board in which the Council/Mayor/Staff serves.
Utah League of Cities and Towns (ULCT)	*Board Appoints*	
ULCT Legislative Policy Committee	Kaitlin/Jason Taylor/Mayor	

Board/Committee Assignments 2025 (cont'd)

City Boards Assignments		
City of Moab Legislative Committee	Kaitlin/Jason/Mayor	All appointments and assignments are for the term of office unless Council Members request to be removed from the committee/board.
Moab Tailings Steering Committee (MTSC) includes Future Site Committee	Colin Topper – City Rep Mayor – Community At Large Rep	
Community Renewable Energy Agency Board	Alexi Lamm/Kaitlin Myers	
Colorado Association of Ski Towns (CAST)	Kaitlin Myers/Michael Black	
P&Z Commission Liaison	Luke Wojciechowski	
City/County Joint Committee	TBA	
Audit Committee	Tawny Knuteson-Boyd	
RAP TAC	Colin Topper	Mayor appoints with Council approval.
City Manager	Michael Black	
Recorder	Sommar Johnson	
Treasurer	Marcy Mason	
Appeals Hearing Officer	Mary J. Woodhead	
Planning Commissioners	Kya Marienfeld – 12/31/27 Carolyn Conant – 12/31/25 Jill Taton – 12/31/27 Miles Loftin – 12/31/25 Vacant Seat	

MOAB CITY COUNCIL MINUTES--DRAFT
SPECIAL MEETING
December 9, 2025

Special Meeting Attendance:
Moab City Council held a Special Meeting on the above date in Council Chambers. Archived audio is at www.utah.gov/pmn and video is at www.youtube.com/watch?v=i0BIpn5YiDA. Mayor Joette Langianese called the meeting to order at 5:30 p.m. for the purpose of a first public hearing regarding the Community Development Block Grant (CDBG). Councilmembers Kaitlin Myers, Jason Taylor, Colin Topper, Luke Wojciechowski and Tawny Knuteson-Boyd attended. Also in attendance were City Manager Michael Black, Recorder Sommar Johnson, Strategic Initiatives and Sustainability Director Alexi Lamm, Sustainability and Grant Coordinator Savannah ThomasArrigo, Parks, Recreation and Trails Director Patrick Trim, Building Inspector Barry Ellison, and two members of the public.

Community Development Block Grant (CDBG) First Public Hearing:
Mayor Langianese opened a public hearing regarding the City's interest in pursuit of CDBG funding at 5:30 p.m.

Kate Jagla and David Olsen from the Moab Free Health Clinic presented a proposal to provide on-site lodging for volunteer medical providers at the Clinic. The request included $350,000 for a portable lodging unit (three suites) and $60,000 for parking lot upgrades.

Parks, Recreation and Trails Director Trim and Building Inspector Ellison presented a request for funding for Swanny Park restroom upgrades and improvements to accessibility as defined by the Americans with Disabilities Act (ADA). Trim stated the request was for approximately $200,000 to $250,000. Councilmember Topper asked about the process timeline and brought up community interest in skate park improvements. Mayor Langianese explained an earlier City Council had prioritized ADA improvements. Councilmember Wojciechowski asked about the intention of CDBG funding for communities serving moderate to low-income residents. City Manager Black stated that ADA projects automatically qualify for the grant. Mayor Langianese noted a drinking fountain with a dog bowl was requested, and pointed out dogs are not currently allowed at the park.

Mayor Langianese closed the public hearing at 5:51 p.m.

ThomasArrigo outlined next steps in the CDBG process.

Adjournment:
The Mayor adjourned the meeting at 5:52 p.m.

APPROVED: _____ ATTEST: _____
Joette Langianese, Mayor Sommar Johnson, City Recorder

MOAB CITY COUNCIL MINUTES--DRAFT
REGULAR MEETING
December 9, 2025

Regular Meeting Attendance and Call to Order:
Moab City Council held its Regular Meeting on the above date in Council Chambers. Archived audio is at www.utah.gov/pmn and video is at www.youtube.com/watch?v=1T9sQpBkdfw. Mayor Joette Langianese called the meeting to order at 6:01 p.m. Councilmembers Kaitlin Myers, Jason Taylor, Colin Topper, Luke Wojciechowski and Tawny Knuteson-Boyd attended. Also in attendance were City Manager Michael Black, Recorder Sommar Johnson, Community Development Director Cory Shurtleff, Engineer Mark Jolissaint, Assistant Engineer Didar Charles, Strategic Initiatives and Sustainability Director Alexi Lamm, Associate Planner Johanna Blanco, Police Chief Lex Bell, Assistant Police Chief James Blanton, Jr., Parks, Recreation and Trails Director Patrick Trim, Public Utilities Director Obe Tejada, Planning Commission Chair Kya Marienfeld, Attorney Lisa Watts Baskin and eight members of the public. David Olsen led the Pledge of Allegiance.

Public Comments:
Pete Gross thanked Council for their work. He said he moved to Moab to enjoy the public lands. He mentioned the closed-door meeting County Commissioners and others attended regarding the management of nearby federal lands. He said two County Commissioners want to dictate the management of Arches National Park.

Presentation:
Eric Creel and Sandra Billie introduced the Moab Time and Trade Network to the Council. Billie stated that the barter system could help residents meet basic needs. Creel explained the time bank concept for trading services and skills. Examples of exchange topics were presented, including babysitting, grocery shopping, and craft instruction. Creel and Billie requested coordination and collaboration with the City to get their project launched. Councilmember Myers brought up other organizations that might be consulted with similar goals, such as the multicultural center, Moab Solutions and Moab Mutual Aid. She said she supported the effort. Mayor Langianese suggested the group could seek fiscal sponsorship from aligned nonprofit organizations until their own tax-exempt status was established.

Consent Agenda—Approved
Mayor Langianese requested moving a letter of support for the Arches National Park timed entry system to the end of Regular Business. Councilmember Taylor moved to approve the consent agenda, as follows: ratification of a letter of support for 4-H CHW Youth Pathways for Building Connectedness in Rural Utah, recommendation to the US Board on Geographic Names on the proposal to name an arch on Bureau of Land Management property, 2026 Moab City Council meeting schedule, 2026 City of Moab holiday schedule, approval of minutes for the November 12, 2025, Special Meeting and the November 12, 2025, Regular Meeting, and approval of bills against the City of Moab in the amount of $1,605,433.85. Councilmember Topper seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knuteson-Boyd, Topper, Myers and Wojciechowski voting aye.

General Business:
Non-Motorized Master Trail Plan—Approved
Presentation and Discussion: Strategic Initiatives and Sustainability Director Lamm introduced Madeline Logowitz and Katie Murphy of the Grand County Active Transportation and Trails Department, who presented the draft 2025 Grand County Non-Motorized Master Trail Plan. It was explained that the draft represented a long-range plan which does not specify implementation details. Murphy went over survey results that emphasized feedback about the need to address extreme weather as well as connectivity of trails around Moab. Councilmember Topper praised the comprehensive work done to prepare the draft plan. Councilmember Taylor brought up high use walkways as a necessity and not a luxury. He also wanted to reassure residents that the City was not going after people who use class 1

ebikes. He also mentioned concern about electric motorcycles on paths. The planned regional elements of the Utah State Trail Network were presented. Councilmembers Knuteson-Boyd and Wojciechowski stated their appreciation of the plan. Planning Commission Chair Marienfeld noted the responsive and collaborative work of the plan developers. Mayor Langianese explained that approval of the plan by City Council would be binding for the City, regardless of the County Commission adoption of the plan.
Motion and Vote: Councilmember Topper moved to approve **Resolution 12-2025**: a resolution to adopt the 2025 Grand County Non-Motorized Master Trail Plan as prepared by the Grand County Active Transportation and Trails Department. Councilmember Knuteson-Boyd seconded the motion. The motion passed unanimously.

Recreation, Arts, and Parks (RAP) Technical Advisory Committee Appointments:
Motion and Vote: Councilmember Taylor moved to approve appointments to the Recreation, Arts, and Parks (RAP) Technical Advisory Committee, as follows: Sandra Billie, with a term ending 12/31/2027, Diego Velas, with a term ending 12/31/2028, Linn DeNesti, with a term ending 12/31/2028, and Adrienne Corticelli, with a term ending 12/31/2028. Councilmember Topper seconded the motion. The motion passed unanimously.

Wastewater Reclamation Facility (WRF) Garage Project—Approved
Presentation and Discussion: Assistant Engineer Charles presented materials regarding a contract for electrical and natural gas improvements for the WRF. City Manager Black explained expenses would be covered by the enterprise fund. Councilmember Myers asked why the project was not completed when the WRF was constructed and Charles explained the incremental nature of the project. Myers also expressed concern about natural gas heating and brought up the City's renewable energy goals. She encouraged the City to adopt all-electric projects, and Mayor Langianese expressed interest in the natural gas question.
Motion and Vote: Councilmember Knuteson-Boyd moved to approve a contract award to Expedia Power in the amount of $139,394.50 for the WRF Utility Vehicle Garage Electric and Heating Project. Councilmember Myers seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knuteson-Boyd, Topper, Myers and Wojciechowski voting aye.

Water Shortage Response Plan—Approved
Presentation and Discussion: Strategic Initiatives and Sustainability Director Lamm presented the draft water shortage response plan as required by state law. She said the City's water resource management plan would be updated in the coming year. It was explained that the plan had received a unanimous recommendation for approval by the Planning Commission.
Motion and Vote: Councilmember Wojciechowski moved to approve **Resolution 13-2025**: a resolution to adopt the Water Shortage Response Plan as prepared by Moab City staff. Councilmember Myers seconded the motion. The motion passed unanimously.

Short-Term Water Shortage Regulations—Approved
Presentation and Discussion: Discussion focused on fines, enforcement, warnings and exemptions. Councilmember Myers spoke in favor of increasing fees in the Master Fee Schedule by $250 for each violation in Stages 3-5. Councilmember Taylor expressed interest in fee escalation with the different stages. City Manager Black explained there would be a written warning and notification before imposing fines. Mayor Langianese stated she wanted the policy to reflect the seriousness of a water shortage situation and encouraged public education, and said hotels should be fined more for watering lawns. Lamm explained the ordinance would repeal Chapter 13.20 and enact Chapter 13.30 to address fines and interruption of service or flow restrictions as penalties. Black said emergency action by Council would be part of the process to recognize a water shortage. Councilmember Taylor expressed that the fees are too high.
Motion and Vote: Councilmember Myers moved to approve **Ordinance 2025-18**: an ordinance amending the text of the Moab Municipal Code (MMC), amending Section 3.50.180, amending Section 13.20.030, and adding Chapter 13.30 with an amendment to include additional regulations required for

short-term shortages of water within the City of Moab. The City Manager may approve, deny, or modify any exception request and raise fees. Councilmember Topper seconded the motion. The motion passed 4-1 with Councilmembers Knuteson-Boyd, Topper, Myers and Wojciechowski voting aye and Councilmember Taylor voting nay.

Sidewalk, Curb and Gutter Waiver Request—Approved
Presentation and Discussion: Associate Planner Blanco and Community Development Director Shurtleff presented the request for a fee-in-lieu substitute for constructing curb, gutter and sidewalk, which was recommended for denial by the Planning and Zoning Department. Blanco explained the Level II Site Plan triggered compliance with the requirement. Councilmember Knuteson-Boyd raised a question about whether the frontage was a County road, and she noted the County had recently maintained it. Councilmember Myers brought up an annexation question about whether the site was intended for a single-family household. Shurtleff stated the right of way in question lies within City limits. The Mayor noted there would likely be increased traffic to a planned parking lot for the Nature Conservancy on 400 North in the future. Councilmember Taylor stated it made sense to accept payment in lieu of the sidewalk improvements. The applicant spoke and asked about the comparison with the WRF and added there is a single-family home on the site. The applicant added he was advised by planning staff.
Motion and Discussion: Councilmember Topper moved to approve **Resolution 14-2025**: a resolution granting an exception to the sidewalk requirement as set forth in the Moab Municipal Code Section 12.08.060 allowing a fee-in-lieu for the requirement to construct sidewalk, curb, and gutter along all street frontages for the CHP Commercial Site Plan. Councilmember Wojciechowski seconded the motion. Councilmember Taylor stated the $30,000 fee was difficult. Councilmember Knuteson-Boyd expressed dissatisfaction with the road ownership question.
Vote: The motion passed 4-1 with Councilmembers Taylor, Topper, Myers and Wojciechowski voting aye and Knuteson-Boyd voting nay.

Surplus Property List—Approved
Discussion: City Manager Black explained police vehicles were determined to be surplus.
Motion and Vote: Councilmember Knuteson-Boyd moved to approve **Resolution 11-2025**: a resolution of the governing body of the City of Moab declaring certain property owned by the City of Moab as surplus. Councilmember Topper seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knuteson-Boyd, Topper, Myers and Wojciechowski voting aye.

Data Privacy and Administration—Approved
Discussion: City Manager Black clarified that Recorder Johnson would be the City's designated data officer.
Motion and Vote: Councilmember Topper moved to approve **Ordinance 2025-19**: an ordinance to initiate the establishment of the City of Moab Data Privacy Program; designate the chief administrative and authorized records officers; require records for proof of officer and employee privacy training; prepare website data privacy policy notice; endorse the State of Utah's Data Privacy Policy; and complete City of Moab internal data privacy program report. Councilmember Knuteson-Boyd seconded the motion. The motion passed unanimously.

Affordable Housing Partnership Policy and Impact Fee Assistance—Approved
Presentation and Discussion: Councilmember Myers recused herself due to the prospect that her employer may benefit from the Council action. City Manager Black recommended an assistance program that precludes loans. He said the proposed policy would focus on waiver of impact fees for projects that address Moab's affordable housing shortage, with a four-to-five-year period of review. Mayor Langianese suggested a review period of two years. Councilmember Taylor expressed interest in monitoring the success of the program. Councilmember Topper mentioned the proposed program would benefit larger developments and does not incentivize accessory dwelling units (ADUs) for existing residential properties. He stated he is not in favor of a loan program, and he wants to build the fund.

Councilmember Wojciechowski also noted the program is for large projects. He spoke in favor of ADU incentives and building the fund. He commented on partnering with a local credit union for affordable housing loans. He said the proposed program is an effective way to incentivize affordable housing developments and represents the most efficient use of the existing funds. Councilmember Knuteson-Boyd said the City is on the right path and added she is not in favor of the City becoming a lender. She recommended reviewing the program in two years.
Motion and Vote: Councilmember Taylor moved to approve **Ordinance 2025-17**: an ordinance establishing the affordable housing partnership policy and impact fee assistance program to support affordable housing development in Moab, accepting redline changes, revising item 4 in the definitions, adding a 2 year review, and directing staff to work on ADU's and single-family homes, and an amendment that adds a trigger that upon receipt of data results from the Moab Area Task Force to dictate funds distribution based on housing needs. Councilmember Topper seconded the motion. Councilmember Wojciechowski offered a substitute motion that adds prioritization of projects based on housing needs. The substitute motion failed for lack of a second. The original motion passed 4-0 with Councilmembers Taylor, Knuteson-Boyd, Topper and Wojciechowski voting aye.

Letter of support for the Arches National Park Timed Entry System—Approved
Presentation and Discussion: Mayor Langianese explained the draft letter thanked the host of the recent meeting between local elected officials and the National Park Service (NPS). She mentioned a phase-out of the recreation.gov reservation site, to be replaced with a new app that advises visitors about local attractions. Councilmember Topper stated he supported the letter. Councilmember Taylor said it was a difficult situation. He explained that the down economy causes local businesses to also be down. He said some businesses blame the problem 100 percent on the Park's timed entry pilot. He said he feels drops in airline services, marketing funds, and the overall economy are to blame. Taylor stated that, as a business owner, the lack of a timed entry system was unsustainable for his tour operations. He said that the timed entry system has met the intended need. He added that the recreation.gov website was flawed and lacked functionality, and he offered current examples. He said the NPS and Department of Interior (DOI) need to collaborate more with local officials. He pointed out that the North Wash boat ramp on Lake Powell had been unrepaired for years, with a large economic impact on Moab. He said there was a good deal of dysfunction in Washington DC due to DOI staff cuts. Councilmember Wojciechowski said it would be easier to support timed entry if the NPS was responsive to flaws in the pilot program. Councilmember Myers stated the County Commission's plan is multi-faceted and requires infrastructure. She said timed entry is not a stand-alone issue and transportation is a crucial factor. Mayor Langianese spoke about the increased parking availability in the past six years, and the need for funding. She mentioned the Moab Area Transit system and its potential to serve the park.
Motion and Vote: Councilmember Taylor moved to approve an email supporting the Arches National Park timed entry system to be sent to the associate deputy secretary of the Department of Interior with modifications to be determined, and authorize the Mayor to send it upon review of Council. Councilmember Topper seconded the motion. The motion passed unanimously.

City Manager Updates: City Manager Black announced progress on new sidewalk and trash receptacle installations. He thanked staff for all the work on recent festivities. He said the next City Council meeting would be a strategic planning session on January 8 and 9.

Mayor and Council Reports:
Councilmember Myers expressed condolences for the loss of Green River's mayor, Ren Hatt. She said she attended meetings of the film commission and said there would be a hearing on December 16 for the Utah Renewable Energy Communities. She mentioned the timeline for adoption of Moab's commitment. Myers also said she attended a meeting of the housing task force, the tree lighting ceremony, and expressed kudos to City staff, the Chamber of Commerce, and Grand County. She concluded with praise for Councilmember Wojciechowski, whose Council term ends December 31.
Councilmember Topper reported on a TrailMix volunteer appreciation, a solid waste public hearing, meetings with the Mayor, TrailMix and the Planning Commission. He also praised Councilmember

Wojciechowski for his work on the Council.
Councilmember Knuteson-Boyd stated she attended meetings of the healthcare special services district, the Utah Department of Transportation (UDOT) commission, and met with the Mayor, and spoke to second and third graders at the Charter School. She thanked Councilmember Wojciechowski for his service and expressed condolences for the loss of Mayor Hatt.
Councilmember Taylor said he attended the Turkey Trot and thanked staff for organizing the event. He mentioned the bridge lighting and holiday lights and expressed kudos to the staff and Chamber. He mentioned grants available from the Travel Council and concluded with praise for Councilmember Wojciechowski.
Mayor Langianese reported she attended a meeting of the healthcare special services district and the UDOT transportation commission, and noted she met with Bruce Adams regarding transportation and the Permanent Community Impact Fund Board (CIB). She said she participated in a panel discussion at the National League of Cities conference and acknowledged the help of Strategic Initiatives and Sustainability Director Lamm. She mentioned she attended the tree lighting and other holiday events. She thanked Councilmember Wojciechowski for his service.
Councilmember Wojciechowski thanked the Council and Mayor for their kind words, and thanked residents for the honor of serving. He said he learned how hard it is to run a City. He said he always tried to do his homework and appreciated staff. He concluded by saying the City is in good hands and he has confidence in incoming Councilmember Miles Loftin.

Executive (Closed) Session:
Councilmember Knuteson-Boyd moved to enter a closed strategy session with the primary purpose of discussing the deployment of security personnel, devices, or systems. Councilmember Wojciechowski seconded the motion. The motion passed unanimously. Mayor Langianese convened the executive session at 9:50 p.m. Councilmember Topper moved to end the closed session. Councilmember Taylor seconded the motion. The motion passed unanimously. Mayor Langianese ended the closed session at 10:28 p.m.

Adjournment:
Councilmember Wojciechowski moved to adjourn the meeting. Councilmember Wojciechowski seconded the motion. The motion passed unanimously. The Mayor adjourned the meeting at 10:29 p.m.

APPROVED: _____ ATTEST: _____
Joette Langianese, Mayor Sommar Johnson, City Recorder

DRAFT

MOAB CITY COUNCIL MINUTES--DRAFT
SPECIAL MEETING
January 8, 2026

Special Meeting Attendance:
Moab City Council held a Special Meeting on the above date at the Fairfield Inn in Moab, Utah for the purpose of a strategic planning retreat. Archived audio is at www.utah.gov/pmn. Mayor Joette Langianese called the meeting to order at 8:36 a.m. Councilmembers Kaitlin Myers, Jason Taylor, Colin Topper, Miles Loftin and Tawny Knuteson-Boyd attended. Also in attendance were City Manager Michael Black, Recorder Sommar Johnson, Public Works Director Levi Jones, Strategic Initiatives and Sustainability Director Alexi Lamm, Parks, Recreation and Trails Director Patrick Trim, Utilities Director Obe Tejada, Assistant Police Chief James Blanton, Jr., Communications Director Lisa Church, Treasurer Marcy Mason, Human Resources Director Dani Guerrero, Community Development Director Cory Shurtleff and Recorder Assistant Eve Tallman.

Strategic Plan Review: Strategic Initiatives and Sustainability Director Lamm reviewed the three-year short-term strategic plan and outlined five priorities: improvement of downtown, resolving the Walnut Lane project, active transportation, execution of plans, and mitigation of natural disasters. Lamm stated that projects regarding downtown improvements were underway: combining with active transportation goals, streetlamp replacement, crosswalk improvements, sidewalks and trash and recycling bins. Walnut Lane progress included paying off the loan, clearing the property except for asbestos abatement delays, partnerships, impact fee waivers, and addressing the housing pipeline. Active transportation topics discussed included downtown improvements, the Trails Master Plan, wayfinding signage, Moab Area Transit (MAT) continuation plans, trails to Millcreek and Spanish Valley and safe streets. Plan implementation schedule for review, revision or replacement was discussed. Priorities for natural disaster mitigation were mentioned, including the 300 South bridge replacement, detention basins and Millcreek corridor projects. Lamm described the completed strategic actions.

Councilmember Priorities:
Councilmember Myers stated her priorities included housing, the budget process, and the MAT transition. She added other items of interest to her included off-highway vehicle (OHV) issues beyond noise and speed on City streets, the City's Community Contributions policy, and tax increment financing.
Councilmember Knuteson-Boyd reported on her priorities, including wrapping up the Walnut Lane project, flood mitigation, and the ballpark redesign. She also mentioned the importance of public engagement regarding the repairs at the Moab Recreation and Aquatics Center (MRAC) and better public education overall.
Councilmember Taylor stated his priorities included planning for a skate park upgrade, sidewalk repairs and construction, engagement with Main Street businesses, crosswalk signals on 100 West and near the high school, and red-light runners on Main Street.
Councilmember Loftin prioritized traffic matters including motorist/pedestrian conflicts, semi-trucks on Main Street, protected left turns, delayed signals and bulb outs. He stated his interest in the Walnut Lane wrap-up, and working on solutions from home rental to ownership for residents. He also mentioned his interest in updating the City website and social media presence.
Councilmember Topper stated his priorities included active transportation projects such as trail easements, connecting trails, parkway restoration, safety lighting, restriping and wayfinding. Topper mentioned well-being projects such as parks, the skate park, park restrooms, and park plans. He stated his interest in the City's sustainability plan, as well as resilience and public assets. He mentioned a business working group, bulb outs, parking and extending the Main Street landscaping north of downtown. Topper also mentioned his interest in cultivating a responsive government with better public relations. He also requested revisiting the Tomorrow Together vision.
Mayor Langianese stated her interest in active transportation with a specific interest in MAT. She added other topics of concern, including downtown upgrades, senior housing, the tailings pile, Arches National Park water and sewer connections, and the local water supply.

Department Reports:
Police: Assistant Police Chief Blanton presented statistics on police traffic stops, citations, and calls, including citations for red light runners and illegal camping. He updated Council on accomplishments, including firing range lead mitigation efforts and presence at 49 community events. He discussed trail and path enforcement, staffing, policies and trainings. He mentioned motorcycle training, grants totaling $200,000 and upcoming changes to the code enforcement division, to be rebranded as Community Services. Topics such as a citizens' academy, e-bike enforcement, social workers, and the statewide trail network were also discussed.
Public Works: Public Works Director Jones detailed the accomplishments and staffing of the streets, facilities, fleet and parks divisions. He reported on work to maintain detention basins, mitigate fire fuels, sweeping and patching streets, repairing sidewalks, demolishing units at Walnut Lane, striping, and safe routes to schools. He mentioned that the stormwater master plan needs an update. Jones also reported on facilities work including an energy audit, repairs to the MRAC, renovation of office space, repairs to the elevator and roof replacement at City Hall, maintenance of dispersed parking areas, planter strips, medians, and maintenance of new landscape plantings. Councilmember Myers brought up the potential for businesses to sponsor downtown landscaping upkeep. Other volunteer projects such as community storm drain upkeep were discussed. Jones answered Council questions regarding the fleet lease program and replacement of missing utility poles on Main Street. Jones touched on parks progress, including adoption of the parks master plan, completion of the new playground, flood clean up on trails, pool chlorination system upgrades and needed repairs to park restrooms. The ballfield plan, holiday lights, and webpage improvements were discussed.
Parks, Recreation and Trails: Director Trim spoke about ongoing work and repair assessments at the MRAC, wayfinding and downtown beautification, the trails master plan, the new playground, plans for the ballfields and a facility energy audit. He presented statistics including more than 60,000 visits to the MRAC in the past year. He said participation in arts events was up 22 percent. He mentioned plans to offer programs to underserved populations, scholarships for recreation programs, and repairs planned for the MRAC and Moab Arts and Recreation Center (MARC). Mayor Langianese brought up a future vote to renew the Recreation, Arts and Parks (RAP) tax. The need for public engagement was discussed.
Community Development: Community Development Director Shurtleff reported on the work of the planning, engineering and building official divisions. He said he had important vacancies, and the work of his department has been impacted by new state-level demands. Shurtleff spoke about the downtown corridor, Walnut Lane, active transportation, master and small area plans, and natural hazard preparedness. He said his staff were working on the downtown plan, sidewalks, land use code updates, capital improvement projects, the housing pipeline, asbestos abatement, trails planning, wayfinding, complete streets, crosswalks, safe routes, sewer modeling, flood management, and creek and infrastructure restoration. Shurtleff presented growth statistics for building permits and capital improvement projects. He mentioned that the housing shortage is unresolved and discussed vested applications and constructed projects. He mentioned trends in business license applications that include mixed retail uses at one storefront. He spoke about upcoming comprehensive plans that are in the works as well as the municipal code update. Overnight accommodations and outfitters were mentioned as code sections that need updating.
Utility Services: Utilities Director Tejada spoke about the water and sewer enterprise funds, new state requirements to assess for polyfluoroalkyl substances (PFAs or "forever chemicals"), and the multi-year project to identify lead in water service lines. He mentioned a new state drinking water fee, backflow prevention inspections, meter reading base stations and Supervisory Control and Data Acquisition (SCADA) upgrades. Tejada described projects including upgrades to the garage at the water reclamation facility, sewer modeling, ongoing odor issues, sewer hole inspections, sewer main cleaning, and inspection of water lines. The water conservation plan update was mentioned.
Human Resources: Director Guerrero described her departmental duties including hiring, onboarding, payroll, insurance enrollment and safety training for the City's 94 full-time and 62 part-time staff.
Recorder: Recorder Johnson explained the duties of her office, including administering municipal

elections, providing technology and minutes for City Council and Planning Commission meetings, publishing public notices, managing accounts payable, responding to public records (GRAMA) requests, agenda management, bid process administration and annexation management.
Treasurer: Treasurer Mason described her duties including billing, business licenses and utility assistance. She described her department's service ethic.
Communications: Communications Director Church reported that she spends a portion of her time in direct communication with residents and manages the City's social media, public outreach and website, and publicizes open houses, ribbon cuttings, advertising, media requests, press releases and information dissemination. She said her goals include connecting staff with residents for information exchange, hosting events for elected officials to interact with the community, reorganizing the website, and creating proactive social media content. Ideas for City interaction with the community were discussed.
Sustainability: Strategic Initiatives and Sustainability Director Lamm reviewed her duties, including strategic planning and tracking of strategic initiatives, grant management, and oversight of priority projects such as crosswalks, wayfinding, sidewalks, downtown waste receptacles, and bicycle parking. She reported on the City's grant funding. Lamm reported on sustainability initiatives including an ongoing energy savings program, solar installations, LED streetlamps, the water shortage response plan, an electric vehicle readiness ordinance, and the dark sky ordinance. She said upcoming projects include the Utah Renewable Communities program, continuation of the transit system, wildfire preparedness, and the Wildland Urban Interface map.
Administration: City Manager Black spoke about the City's leadership team and a bi-weekly book group that discusses leadership theory. He spoke about the rebranding of the code enforcement division to provide code assistance.

Challenges and Opportunities:
City Manager Black spoke about staffing issues and stated that housing is still a problem. He said that the uncertain economy would be a challenge for the budget and pointed out that sales tax revenues were down 2.7 percent since July. He said the capital improvement projects appear to be attainable although new positions, unless grant funded, are unlikely. Mayor Langianese stated there was uncertainty with the tourism economy and new pricing for the national park entry fee for international visitors was $250. Black spoke about plans that need to be updated, including a facilities master plan and a stormwater plan. He said the water infrastructure bond monies are being used up, and a new General Plan was warranted. Black brought up the upcoming expiration of federal funding for the transit pilot program, and the ongoing challenges of legislative regulatory changes regarding development. He concluded with an overview of aging infrastructure and the prospect of bonding for upgrades.

Adjournment:
Mayor Langianese outlined the agenda for the second day of the retreat, and the meeting adjourned at 3:12 p.m.

APPROVED: _____ ATTEST: _____
Joette Langianese, Mayor Sommar Johnson, City Recorder

DRAFT

MOAB CITY COUNCIL MINUTES--DRAFT
SPECIAL MEETING
January 9, 2026

Special Meeting Attendance:
Moab City Council held a Special Meeting on the above date at the Fairfield Inn in Moab, Utah for the purpose of a strategic planning retreat. Archived audio is at www.utah.gov/pmn. Mayor Joette Langianese called the meeting to order at 9:02 a.m. Councilmembers Kaitlin Myers, Jason Taylor, Colin Topper, Miles Loftin and Tawny Knuteson-Boyd attended. Also in attendance were City Manager Michael Black, Recorder Sommar Johnson, Attorney Nathan Bracken, Public Works Director Levi Jones, Strategic Initiatives and Sustainability Director Alexi Lamm, Parks, Recreation and Trails Director Patrick Trim, Utilities Director Obe Tejada, Assistant Police Chief James Blanton, Jr., Communications Director Lisa Church, Treasurer Marcy Mason, Human Resources Director Dani Guerrero, Community Development Director Cory Shurtleff, Recorder Assistant Eve Tallman and one member of the press.

Capital Improvement Priorities and Bonding:
Mayor Langianese pointed out the Council's mandate to use municipal property tax funds specifically for capital improvement projects. City Manager Black described priority projects, including stormwater and flooding mitigation, roads, and City infrastructure. He presented funding needs for the projects, for a total of $30 to 40 million. He presented bonding options and payoff schedules with prevailing interest rates. He described expected property tax revenues and current bond debts. Utility Director Tejada brought up the water and sewer elements of proposed road projects, and enterprise funds for water and sewer were discussed. Use of Recreation, Arts and Parks (RAP) tax funds was discussed, as well as the RAP tax expiration date in 2030. It was explained that Council would determine which projects to fund with bonds. The ability to procure adequate bids was considered.

Personnel Strategies:
Human Resources Director Guerrero brought up equity evaluation in lieu of a salary survey and explained there were a small number of high-earning individuals whose longevity and high salaries compounded their earnings when combined with cost-of-living adjustments (COLA). A proposal was presented to freeze increases for those earning double the area median income (AMI) to reduce the fiscal impact of salaries and to increase sustainability. Mayor Langianese brought up a review of the City's employee benefits and discussion ensued regarding the housing stipend and hiring bonus for law enforcement officers. Line of duty incentive pay was discussed, as well as longevity pay. Guerrero stated she would prepare a personnel proposal in the coming months for Council review.

Policies:
An overview of existing City policies from the last five years was presented, and potential new or updated policies were discussed, including Community Contributions, annexation, general plan, storm water, downtown plan, water master plan and wildfire protection plan. Councilmembers and staff proposed other potential policies including bid approvals, easement requests and dark sky. Management and tracking methods for all the City policies were deliberated.

City-wide Property/Asset Review:
The City's properties were reviewed, including well sites, parks, buildings, vacant land and parking lots.

Community Outreach Strategies:
Councilmember Topper brought up that information voids are filled with angry social media voices. He said he wants to be proactive and to have the Council accessible to residents to learn about and discuss issues. Booths, meetings, videos and other methods for engagement were mentioned. Mayor Langianese pointed out that there was little drama at the City government, and she wanted to find ways to publicize the excellent work of the staff. Councilmember Taylor talked about meeting directly with business owners and Mayor Langianese concurred that meeting face to face was better than social media. Councilmember

Loftin said there were many ways to approach community connections and included text messages and meet-ups beyond campaign seasons. Councilmember Knuteson-Boyd brought up a troubled former attempt with drop-in meetings with council members. She described low attendance and little productive outcome. She offered that meetings with seniors at the Grand Center were often productive. She also brought up public comment opportunities, a monthly newsletter and neighborhood meetings. Councilmember Myers expressed her interest in getting more residents to attend meetings.

Annexation Policy Plan:
Community Development Director Shurtleff and City Manager Black presented potential new boundaries for the annexation map. Discussion ensued regarding passive versus more aggressive annexation of islands and peninsulas within City limits, as well as areas for future annexation. Expanding the boundaries to the San Juan County line and north of the Colorado River were mentioned among other expansion areas. City Manager Black stated that the City was not likely to exceed the standard for receiving resort community taxes, which is a significant revenue stream for the municipality. He said that the tax is based on a ratio of lodging rooms compared to the number of residents, and the current number of rooms is 215 percent more than the population of Moab. It was proposed that Council would be presented with a new boundary map for adoption by June.

Budget Process and Overview:
City Manager Black presented a timeline for adoption of the budget including public hearings, Council workshops, state-required meetings and adoption of a tentative budget and a final budget. Financial expertise as contract work in lieu of a finance director was mentioned.

Open and Public Meetings Training:
Attorney Bracken presented training for staff and elected officials regarding state statute regarding open meetings as well as Council rules of order and procedure.

Executive Session:
Councilmember Knuteson-Boyd moved to enter an executive (closed) session for the purpose of discussing the purchase, exchange or lease of real property and pending or reasonably imminent litigation. Councilmember Topper seconded the motion. The motion passed unanimously. Mayor Langianese convened the closed session at 1:52 p.m. Councilmember Topper moved to end the closed session. Councilmember Knuteson-Boyd seconded the motion. The motion passed unanimously. Mayor Langianese ended the closed session at 2:50 p.m.

Adjournment:
The Mayor adjourned the meeting at 2:50 p.m.

APPROVED: _____ ATTEST: _____
Joette Langianese, Mayor Sommar Johnson, City Recorder

DRAFT

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 12/04/2025 to 12/10/2025

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
UTAH LOCAL GOVERNMENTS TRUST	20251210	12/10/2025	$9,283.53			Purchasing
GRAND COUNTY	279140	12/10/2025	$232,270.29			Purchasing
AARON P. WISE ATTORNEY AT LAW	279141	12/10/2025	$3,000.00			Purchasing
AD-VERTISER	279142	12/10/2025	$598.50			Purchasing
AFFEKTIVE SOFTWARE LLC	279143	12/10/2025	$236.06			Purchasing
AMAZON CAPITAL SERVICES	279144	12/10/2025	$2,008.13			Purchasing
BLACKBURN'S PROPANE INC	279145	12/10/2025	$1,826.29			Purchasing
BLUE STAKES OF UTAH 811	279146	12/10/2025	$111.27			Purchasing
Brown, Susan W	279147	12/10/2025	$363.00			Purchasing
CANYONLANDS ADVERTISING	279148	12/10/2025	$317.50			Purchasing
CANYONLANDS AUTO & MINING SUP	279149	12/10/2025	$181.05			Purchasing
CANYONLANDS COPY CENTER	279150	12/10/2025	$75.00			Purchasing
CHEMTECH-FORD LLC	279151	12/10/2025	$1,171.00			Purchasing
CURB APPEAL DESIGN & LANDSCAPI	279152	12/10/2025	$9,834.00			Purchasing
CUSTOMER REFUNDS	279153	12/10/2025	$82.50			Purchasing
DESERT WEST OFFICE SUPPLY	279154	12/10/2025	$513.23			Purchasing
DUFFORD,WALDECK, MILBURN & KR	279155	12/10/2025	$60.00			Purchasing
EPIC INTERNATIONAL, INC.	279156	12/10/2025	$84.00			Purchasing
GORDAN WRIGHT AND COMPANY INC	279157	12/10/2025	$1,124.00			Purchasing
GRAND COUNTY	279158	12/10/2025	$8,994.45			Purchasing
GRAND WATER & SEWER AGENCY	279159	12/10/2025	$163.20			Purchasing
GUEST GUIDE PUBLICATIONS LLC	279160	12/10/2025	$5,619.25			Purchasing
HANK WILLIAMS INC.	279161	12/10/2025	$531,812.68			Purchasing
HASTY AWARDS	279162	12/10/2025	$141.70			Purchasing
INTERMOUNTAIN BOBCAT	279163	12/10/2025	$40,506.40			Purchasing
JOETTE LANGIANESE	279164	12/10/2025	$368.62			Purchasing
KILGORE COMPANIES LLC	279165	12/10/2025	$272,953.17			Purchasing
LIMBWALKER TREE CARE, LLC	279166	12/10/2025	$150.00			Purchasing
MID-AMERICAN RESEARCH CHEMICA	279167	12/10/2025	$744.67			Purchasing
MOAB AUTO PARTS INC.	279168	12/10/2025	$539.37			Purchasing
MOAB MAILING CENTER	279169	12/10/2025	$58.44			Purchasing
MOAB SUN NEWS	279170	12/10/2025	$485.00			Purchasing
PACKARD WHOLESALE	279171	12/10/2025	$2,100.03			Purchasing
PEAK SOFTWARE SYSTEMS INC	279172	12/10/2025	$641.58			Purchasing
PITNEY BOWES INC - PURCHASE PO	279173	12/10/2025	$500.00			Purchasing
REVCO LEASING COMPANY	279174	12/10/2025	$286.26			Purchasing
RICK'S GLASS	279175	12/10/2025	$672.30			Purchasing
RIVER CANYON WIRELESS	279176	12/10/2025	$84.99			Purchasing
ROCKY MOUNTAIN POWER	279177	12/10/2025	$36,515.59			Purchasing
SECURR	279178	12/10/2025	$47,845.00			Purchasing
SKAGGS	279179	12/10/2025	$213.00			Purchasing
SKYLER CURRIE	279180	12/10/2025	$695.00			Purchasing
SMITH HARTVIGSEN PLLC	279181	12/10/2025	$18,861.00			Purchasing
SOLID WASTE SPECIAL SERVICE DIS	279182	12/10/2025	$7,642.00			Purchasing
STANDARD PLUMBING SUPPLY CO.	279183	12/10/2025	$130.94			Purchasing
TURNER LUMBER OF MOAB	279184	12/10/2025	$103.50			Purchasing
USABLUEBOOK	279185	12/10/2025	$578.51			Purchasing
UTAH RECREATION AND PARKS ASS	279186	12/10/2025	$440.00			Purchasing
WALKER DRUG	279187	12/10/2025	$89.74			Purchasing
WALKER'S TRUE VALUE HARDWARE	279188	12/10/2025	$2,001.77			Purchasing
ZUNICH BROS. MECHANICAL LLC	279189	12/10/2025	$320.00			Purchasing
			$1,245,397.51		**$0.00**	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 12/11/2025 to 12/18/2025

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
AMAZON CAPITAL SERVICES	279190	12/18/2025	$1,777.55			Purchasing
AT&T MOBILITY II, LLC	279191	12/18/2025	$2,275.54			Purchasing
AXON ENTERPRISE INC.	279192	12/18/2025	$1,432.77			Purchasing
BARKER, JAMES HENRY	279193	12/18/2025	$1,450.00			Purchasing
BEH BROTHERS CONSTRUCTION	279194	12/18/2025	$447,366.17			Purchasing
BLACKBURN'S PROPANE INC	279195	12/18/2025	$125.00			Purchasing
BURDEN, ALEXANDER	279196	12/18/2025	$46.75			Purchasing
CANYONLANDS AUTO & MINING SUP	279197	12/18/2025	$54.44			Purchasing
CANYONLANDS COPY CENTER	279198	12/18/2025	$55.00			Purchasing
CARD SIGNS	279199	12/18/2025	$905.00			Purchasing
CHEMTECH-FORD LLC	279200	12/18/2025	$1,793.00			Purchasing
CIVIL SCIENCE INFRASTRUCTURE IN	279201	12/18/2025	$81,624.25			Purchasing
CUSTOMER REFUNDS	279202	12/18/2025	$55.00			Purchasing
DESERT WEST OFFICE SUPPLY	279203	12/18/2025	$88.00			Purchasing
GRAINGER	279204	12/18/2025	$366.54			Purchasing
HANSEN ALLEN & LUCE INC	279205	12/18/2025	$13,244.25			Purchasing
JOHNSON TRACTOR AND IMPLEMEN	279206	12/18/2025	$23,065.53			Purchasing
JONES, SALLY K	279207	12/18/2025	$250.00			Purchasing
KIMBALL MIDWEST	279208	12/18/2025	$211.35			Purchasing
MARK SUTTON	279209	12/18/2025	$381.80			Purchasing
METRO NATIONAL TITLE	279210	12/18/2025	$300.00			Purchasing
MOAB DOWNTOWNER LLC	279211	12/18/2025	$54,841.27			Purchasing
MOAB MAILING CENTER	279212	12/18/2025	$48.16			Purchasing
MOTIVE TECHNOLOGIES, INC	279213	12/18/2025		12/18/2025	$6,000.00	Purchasing
ODP BUSINESS SOLUTIONS, LLC	279214	12/18/2025	$33.98			Purchasing
PACKARD WHOLESALE	279215	12/18/2025	$89.99			Purchasing
PEACH AI INC	279216	12/18/2025	$4,860.00			Purchasing
PERFORMANCE FORD OF MOAB	279217	12/18/2025	$547.02			Purchasing
POSITIVE CONCEPTS INC.	279218	12/18/2025	$510.00			Purchasing
PREMIER VEHICLE INSTALLATION	279219	12/18/2025	$16,133.34			Purchasing
PROFESSIONAL DOCUMENT SOLUTI	279220	12/18/2025	$36.65			Purchasing
QUALITY HVAC MOAB	279221	12/18/2025	$396.50			Purchasing
RIM TO RIM RESTORATION	279222	12/18/2025	$15,645.20			Purchasing
SITLA	279223	12/18/2025	$3,840.00			Purchasing
SKAGGS	279224	12/18/2025	$214.00			Purchasing
STEELE, RONNIE	279225	12/18/2025	$137.17			Purchasing
STRAIGHT STRIPE PAINTING INC.	279226	12/18/2025	$42,640.00			Purchasing
THE MOAB TIMES-INDEPENDENT	279227	12/18/2025	$312.00			Purchasing
UTAH DIVISION OF WATER QUALITY	279228	12/18/2025	$1,518.00			Purchasing
WALKER DRUG	279229	12/18/2025	$14.98			Purchasing
WALKER'S TRUE VALUE HARDWARE	279230	12/18/2025	$857.68			Purchasing
WEST COAST CODE CONSULTANTS (	279231	12/18/2025	$110.00			Purchasing
			$719,653.88		**$6,000.00**	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 12/19/2025 to 12/23/2025

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
UTAH STATE DIVISION OF FINANCE	279232	12/23/2025	$34,931.26			Purchasing
A & E ELECTRIC INC	279233	12/23/2025	$2,089.21			Purchasing
AMAZON CAPITAL SERVICES	279234	12/23/2025	$2,683.81			Purchasing
ANDREW FITZGERALD ATTORNEY AT	279235	12/23/2025	$1,512.00			Purchasing
CUSTOMER REFUNDS	279236	12/23/2025	$40.00			Purchasing
ENBRIDGE GAS	279237	12/23/2025	$9,517.35			Purchasing
KILGORE COMPANIES LLC	279238	12/23/2025	$120.78			Purchasing
MARCY MASON	279239	12/23/2025	$1,611.17			Purchasing
MOAB HOSPITALITY, LLC	279240	12/23/2025		12/23/2025	$7,590.00	Purchasing
MOAB SUN NEWS	279241	12/23/2025	$270.00			Purchasing
O'REILLY AUTO PARTS	279242	12/23/2025	$18.99			Purchasing
OTIS ELEVATOR COMPANY	279243	12/23/2025	$3,967.44			Purchasing
REVCO LEASING COMPANY	279244	12/23/2025	$214.57			Purchasing
RIVERSIDE PLUMBING & HEATING	279245	12/23/2025	$32.65			Purchasing
ROCKY MOUNTAIN POWER	279246	12/23/2025	$84.13			Purchasing
ROYCE'S ELECTRONICS SITE MANAG	279247	12/23/2025	$200.00			Purchasing
SCOOTER'S TOOLS LLC	279248	12/23/2025	$18.75			Purchasing
STANDARD PLUMBING SUPPLY CO.	279249	12/23/2025	$814.98			Purchasing
TURNER LUMBER OF MOAB	279250	12/23/2025	$170.98			Purchasing
VERIZON WIRELESS	279251	12/23/2025	$2,615.92			Purchasing
WALKER DRUG	279252	12/23/2025	$42.96			Purchasing
WALKER'S TRUE VALUE HARDWARE	279253	12/23/2025	$259.99			Purchasing
			$61,216.94		**$7,590.00**	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 12/24/2025 to 12/31/2025

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
AMAZON CAPITAL SERVICES	279254	12/31/2025	$3,120.68			Purchasing
BOWEN COLLINS & ASSOCIATES INC.	279255	12/31/2025	$951.00			Purchasing
CANYONLANDS AUTO & MINING SUP	279256	12/31/2025	$163.38			Purchasing
CANYONLANDS COPY CENTER	279257	12/31/2025	$70.75			Purchasing
CARD SIGNS	279258	12/31/2025	$1,153.00			Purchasing
CAROZOBSERVATIONS LLC	279259	12/31/2025	$650.00			Purchasing
CHEMTECH-FORD LLC	279260	12/31/2025	$985.00			Purchasing
COWDELL LAW	279261	12/31/2025	$3,000.00			Purchasing
DESERT WEST OFFICE SUPPLY	279262	12/31/2025	$226.00			Purchasing
ENBRIDGE GAS	279263	12/31/2025	$11,879.20			Purchasing
EPIC INTERNATIONAL, INC.	279264	12/31/2025	$84.00			Purchasing
FIRST RESPONDERS FIRST,LLC	279265	12/31/2025	$475.00			Purchasing
FRONTIER	279266	12/31/2025	$1,851.42			Purchasing
GOMEZ, ELISA	279267	12/31/2025	$650.00			Purchasing
KILGORE COMPANIES LLC	279268	12/31/2025	$245.86			Purchasing
LES OLSON COMPANY	279269	12/31/2025	$338.65			Purchasing
METERWORKS INC.	279270	12/31/2025	$90.00			Purchasing
MOAB HOSPITALITY, LLC	279271	12/31/2025	$7,590.00			Purchasing
MOAB MAILING CENTER	279272	12/31/2025	$15.92			Purchasing
MOTIVE TECHNOLOGIES, INC	279273	12/31/2025	$6,000.00			Purchasing
PACKARD WHOLESALE	279274	12/31/2025	$911.35			Purchasing
PREMIER VEHICLE INSTALLATION	279275	12/31/2025	$26,409.33			Purchasing
RIVERSIDE PLUMBING & HEATING	279276	12/31/2025	$8.50			Purchasing
ROYCE'S ELECTRONICS SITE MANAG	279277	12/31/2025	$400.00			Purchasing
SCOOTER'S TOOLS LLC	279278	12/31/2025	$90.95			Purchasing
SESAC RIGHTS MANAGEMENT INC	279279	12/31/2025	$641.00			Purchasing
THE BANCORP BANK	279280	12/31/2025	$99,837.51			Purchasing
TRAILER SOURCE INC.	279281	12/31/2025	$3,690.00			Purchasing
U.S. POSTMASTER	279282	12/31/2025	$478.98			Purchasing
WALKER DRUG	279283	12/31/2025	$12.87			Purchasing
WALKER'S TRUE VALUE HARDWARE	279284	12/31/2025	$423.76			Purchasing
			$172,444.11		**$0.00**	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 01/01/2026 to 01/07/2026

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
A-1 ABATEMENT	279285	01/07/2026	$79,855.00			Purchasing
AERZEN USA CORPORATION	279286	01/07/2026	$336.51			Purchasing
Allred, Richard	279287	01/07/2026	$220.00			Purchasing
AMAZON CAPITAL SERVICES	279288	01/07/2026	$404.76			Purchasing
AZ SCIENTIFIC LLC.	279289	01/07/2026	$650.00			Purchasing
BEGA METZNER	279290	01/07/2026	$7,824.77			Purchasing
CITY OF MOAB	279291	01/07/2026	$6,107.03			Purchasing
DESERT THREAD LLC	279292	01/07/2026	$1,669.00			Purchasing
DESERT WEST OFFICE SUPPLY	279293	01/07/2026	$235.00			Purchasing
DORSETT TECHNOLOGIES INC.	279294	01/07/2026	$465.00			Purchasing
EMERY TELCOM	279295	01/07/2026	$2,105.36			Purchasing
GRAND WATER & SEWER AGENCY	279296	01/07/2026	$155.20			Purchasing
HYDROCORP, LLC	279297	01/07/2026	$1,609.38			Purchasing
Johnson, Sommar	279298	01/07/2026	$2,323.11			Purchasing
KENDIG KEAST COLLABORATIVE	279299	01/07/2026	$572.00			Purchasing
KILGORE COMPANIES LLC	279300	01/07/2026	$355,995.33			Purchasing
LINCOLN-HILL PARTNERS	279301	01/07/2026	$30,000.00			Purchasing
MOAB DOWNTOWNER LLC	279302	01/07/2026	$54,841.27			Purchasing
MOAB MAILING CENTER	279303	01/07/2026	$19.31			Purchasing
MOAB SUN NEWS	279304	01/07/2026	$375.00			Purchasing
NUSO LLC	279305	01/07/2026	$426.57			Purchasing
PELORUS METHODS INC	279306	01/07/2026	$5,500.00			Purchasing
PROVELOCITY	279307	01/07/2026	$15,553.00			Purchasing
REVCO LEASING COMPANY	279308	01/07/2026	$2,906.21			Purchasing
RIVER CANYON WIRELESS	279309	01/07/2026	$82.41			Purchasing
RIVERSIDE PLUMBING & HEATING	279310	01/07/2026	$32.65			Purchasing
ROCKY MOUNTAIN POWER	279311	01/07/2026	$283.64			Purchasing
SMITH HARTVIGSEN PLLC	279312	01/07/2026	$8,282.00			Purchasing
SMITH POWER PRODUCTS INC	279313	01/07/2026	$3,523.08			Purchasing
SOUTHEASTERN UTAH DISTRICT HE	279314	01/07/2026	$980.00			Purchasing
STANDARD PLUMBING SUPPLY CO.	279315	01/07/2026	$60.57			Purchasing
THE BENNETT GROUP DC	279316	01/07/2026	$6,000.00			Purchasing
THE MOAB TIMES-INDEPENDENT	279317	01/07/2026	$2,482.60			Purchasing
TURNER LUMBER OF MOAB	279318	01/07/2026	$10.58			Purchasing
WALKER DRUG	279319	01/07/2026	$47.94			Purchasing
WALKER'S TRUE VALUE HARDWARE	279320	01/07/2026	$186.47			Purchasing
WALL CONCRETE AND CONSTRUCTI	279321	01/07/2026	$3,450.00			Purchasing
WASH-IT EXPRESS	279322	01/07/2026	$430.32			Purchasing
WRIGHT EXPRESS FSC	20260107	01/07/2026	$11,179.32			Purchasing
ZIONS BANK PUBLIC FINANCIAL SER	279324	01/07/2026	$462,834.40			Purchasing
			$1,070,014.79		**$0.00**	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 01/15/2026 to 01/21/2026

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
AMAZON CAPITAL SERVICES	279377	01/21/2026	$2,096.53			Purchasing
BEH BROTHERS CONSTRUCTION, LL	279378	01/21/2026	$198,345.78			Purchasing
BOWEN COLLINS & ASSOCIATES INC.	279379	01/21/2026	$1,158.50			Purchasing
CEM AQUATICS	279380	01/21/2026	$1,608.80			Purchasing
CERTIFIED LABORATORIES DIVISION	279381	01/21/2026	$2,513.70			Purchasing
CHEMTECH-FORD LLC	279382	01/21/2026	$303.00			Purchasing
CIVIL SCIENCE INFRASTRUCTURE IN	279383	01/21/2026	$1,057.50			Purchasing
CUSTOMER REFUNDS	279384	01/21/2026	$180.00			Purchasing
CUSTOMER REFUNDS	279385	01/21/2026	$90.00			Purchasing
CUSTOMER REFUNDS	279386	01/21/2026	$90.00			Purchasing
CUSTOMER REFUNDS	279387	01/21/2026	$12.00			Purchasing
DESERT WEST OFFICE SUPPLY	279388	01/21/2026	$95.54			Purchasing
G&P HOLYOAK LLC	279389	01/21/2026	$79.61			Purchasing
HACH COMPANY	279390	01/21/2026	$1,956.20			Purchasing
HANSEN ALLEN & LUCE INC	279391	01/21/2026	$4,696.75			Purchasing
LANDMARK DESIGN INC.	279392	01/21/2026	$6,474.00			Purchasing
LOS AVILES LLC	279393	01/21/2026	$11,650.00			Purchasing
MARK MATZEN	279394	01/21/2026	$317.02			Purchasing
MCKINSTRY ESSENTION, LLC	279395	01/21/2026	$139,220.70			Purchasing
MOAB FAMILY CHIROPRACTIC	279396	01/21/2026	$270.00			Purchasing
MOAB SUN NEWS	279397	01/21/2026	$270.00			Purchasing
MOUNTAINLAND SUPPLY	279398	01/21/2026	$3,795.21			Purchasing
Murphy, William	279399	01/21/2026	$100.00			Purchasing
PITNEY BOWES - INK	279400	01/21/2026	$348.58			Purchasing
PITNEY BOWES INC - PURCHASE PO	279401	01/21/2026	$1,000.00			Purchasing
RED DESERT LAND SURVEYING	279402	01/21/2026	$3,600.00			Purchasing
REVCO LEASING COMPANY	279403	01/21/2026	$48.10			Purchasing
ROCKY MOUNTAIN POWER	279404	01/21/2026	$82.15			Purchasing
SKYLER CURRIE	279405	01/21/2026	$2,135.00			Purchasing
SOLID WASTE SPECIAL SERVICE DIS	279406	01/21/2026	$5,675.00			Purchasing
SPRINGHILL SUITES - MOAB	279407	01/21/2026	$1,718.74			Purchasing
STANDARD PLUMBING SUPPLY CO.	279408	01/21/2026	$53.64			Purchasing
URBAN SUSTAINABILITY DIRECTORS	279409	01/21/2026	$2,059.00			Purchasing
UTAH DEPARTMENT OF COMMERCE	279410	01/21/2026	$1,656.75			Purchasing
UTAH ORDINANCE COMPLIANCE ASS	279411	01/21/2026	$320.00			Purchasing
UTAH STATE DIVISION OF FINANCE	279376	01/21/2026	$29,629.85			Purchasing
VERIZON WIRELESS	279412	01/21/2026	$2,618.02			Purchasing
WALKER'S TRUE VALUE HARDWARE	279413	01/21/2026	$45.98			Purchasing
YOUTH GARDEN PROJECT	279414	01/21/2026	$3,000.00			Purchasing
			$430,371.65		**$0.00**	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 01/08/2026 to 01/14/2026

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
AARON P. WISE ATTORNEY AT LAW	279325	01/14/2026	$3,000.00			Purchasing
AD-VERTISER	279326	01/14/2026	$256.50			Purchasing
AFFEKTIVE SOFTWARE LLC	279327	01/14/2026	$236.06			Purchasing
AMAZON CAPITAL SERVICES	279328	01/14/2026	$2,272.65			Purchasing
AT&T MOBILITY II, LLC	279329	01/14/2026	$2,287.11			Purchasing
BLACKBURN'S PROPANE INC	279330	01/14/2026	$168.30			Purchasing
BLUE STAKES OF UTAH 811	279331	01/14/2026	$70.03			Purchasing
CANYONLANDS AUTO & MINING SUP	279332	01/14/2026	$87.68			Purchasing
CARD SIGNS	279333	01/14/2026	$1,810.00			Purchasing
CHEMTECH-FORD LLC	279334	01/14/2026	$578.00			Purchasing
COLORADO CUSTOM LIFT, INC	279335	01/14/2026	$1,017.50			Purchasing
CUSTOMER REFUNDS	279336	01/14/2026	$150.00			Purchasing
CUSTOMER REFUNDS	279337	01/14/2026	$75.00			Purchasing
DESERT WEST OFFICE SUPPLY	279338	01/14/2026	$239.06			Purchasing
FIRST RESPONDERS FIRST,LLC	279339	01/14/2026	$1,225.00			Purchasing
FLEETZOOM	279340	01/14/2026	$720.00			Purchasing
HANSEN ALLEN & LUCE INC	279341	01/14/2026	$18,253.45			Purchasing
IDEXX DISTRIBUTION INC	279342	01/14/2026	$348.89			Purchasing
JOETTE LANGIANESE	279343	01/14/2026	$47.18			Purchasing
KILGORE COMPANIES LLC	279344	01/14/2026	$1,206.54			Purchasing
LABOR COMMISSION	279345	01/14/2026	$102.00			Purchasing
MOAB AUTO PARTS INC.	279346	01/14/2026	$195.00			Purchasing
MOAB HEAT N COOL LLC	279347	01/14/2026	$3,343.25			Purchasing
MOAB MAILING CENTER	279348	01/14/2026	$36.57			Purchasing
MOTOROLA SOLUTIONS CREDIT COM	279349	01/14/2026	$83.60			Purchasing
O'REILLY AUTO PARTS	279350	01/14/2026	$4.26			Purchasing
ODP BUSINESS SOLUTIONS, LLC	279351	01/14/2026	$9.49			Purchasing
OFFICE EQUIPMENT CO.	279352	01/14/2026	$145.00			Purchasing
OWEN EQUIPMENT COMPANY	279353	01/14/2026	$2,644.44			Purchasing
PACKARD WHOLESALE	279354	01/14/2026	$2,388.88			Purchasing
Paxton, David	279355	01/14/2026	$274.00			Purchasing
POLYDYNE INC.	279356	01/14/2026	$9,426.78			Purchasing
PROFESSIONAL DOCUMENT SOLUTI	279357	01/14/2026	$50.11			Purchasing
RICK'S GLASS	279358	01/14/2026	$80.00			Purchasing
ROCKY MOUNTAIN POWER	279359	01/14/2026	$38,126.32			Purchasing
ROCKY MOUNTAIN POWER	279375	01/14/2026	$3,252.65			Purchasing
SCOOTER'S TOOLS LLC	279360	01/14/2026	$103.95			Purchasing
SKAGGS	279361	01/14/2026	$917.07			Purchasing
SKYLER CURRIE	279362	01/14/2026	$2,050.00			Purchasing
SOLID WASTE SPECIAL SERVICE DIS	279363	01/14/2026	$21,071.70			Purchasing
SOUTH EASTERN REGIONAL DEVELO	279364	01/14/2026	$2,500.00			Purchasing
SOUTHEASTERN UTAH DISTRICT HE	279365	01/14/2026	$300.00			Purchasing
STANDARD PLUMBING SUPPLY CO.	279366	01/14/2026	$37.49			Purchasing
SWANK MOTION PICTURES INC.	279367	01/14/2026	$690.00			Purchasing
TURNER LUMBER OF MOAB	279368	01/14/2026	$6.58			Purchasing
USABLUEBOOK	279369	01/14/2026	$566.28			Purchasing
USHER, LEANNA	279370	01/14/2026	$650.00			Purchasing
UTAH LOCAL GOVERNMENTS TRUST	20260114	01/14/2026	$8,217.76			Purchasing
WALKER DRUG	279371	01/14/2026	$42.52			Purchasing
WALKER'S TRUE VALUE HARDWARE	279372	01/14/2026	$855.94			Purchasing
XYLEM WATER SOLUTIONS USA, INC.	279373	01/14/2026	$9,315.30			Purchasing
ZUNICH BROS. MECHANICAL LLC	279374	01/14/2026	$100.00			Purchasing
			$141,635.89		**$0.00**	

MOAB CITY COUNCIL AGENDA Jan. 27, 2026

TITLE: Public hearing for the 2026 Permanent Community Impact Fund Board (CIB) Spanish Valley Culinary Storage Water Tank application

DISPOSITION: Public hearing and discussion

PRESENTER/S: Cory Shurtleff, Community Development Director
Mark Jolissaint, City Engineer

ATTACHMENT/S:

CIB Project Description/Scope of Work
CIB Project Map
Draft CIB Application

STAFF RECOMMENDATION: N/A.

SUMMARY:

The City is preparing to apply to the Community Impact Fund Board (CIB) for grant and loan funding for a culinary water storage tank in Spanish Valley (map attached). This funding would supplement existing support from the Utah Governor's Office of Economic Opportunity.

The CIB application process requires a formally noticed public hearing to receive public comment on the size, scope, and nature of the proposed funding request. The attached application and scope of work outline the project and potential financial impacts to the public, including user fees, special assessments, property taxes, and possible repayment terms. This information, along with the minutes from the public hearing, will be included in the application.

Community Development Director Cory Shurtleff will present the project, budget, and its impacts and benefits to the community.

RELEVANT LAWS, STUDIES & PLANS: Water Distribution and Storage Master Plan 2020

RESPONSIBLE DEPARTMENT: Community Development

FINANCIAL IMPACT: This project's funding will come from multiple sources. Specifically, the City has a grant from the Utah Governor's Office of Economic Opportunity totaling $1.714M. The request for CIB funding totals $3,897,727, including a request for $1,170,000 in grant funding and $2,727,727 in loan financing.

Project Description

Who:

The applicant, the City of Moab, is a small, rural municipality in southeast Utah responsible for providing culinary water to residents, businesses, and millions of visitors each year. Due to its isolated location within the cliff-enclosed Spanish Valley, Moab must be largely self-reliant in planning for emergencies and meeting long-term infrastructure needs. The City currently serves 5,317 residents, 2,256 culinary water connections, and the equivalent of 3,124.77 residential connections, all within a service area that is almost entirely confined to City limits. The system spans the incorporated valley floor, which is bordered by steep canyon walls and surrounded by federal public lands.

Moab's culinary water is sourced from three wells and four springs and delivered through a system with three existing storage tanks totaling 3 million gallons (MG). This system supports not only households but also City governmental functions, public safety, parks, and essential facilities, as well as commercial operations that serve millions of annual visitors to Arches and Canyonlands National Parks.

However, the 2020 Water Distribution and Storage Master Plan identifies a significant water storage deficiency. Based on State of Utah standards, Moab currently lacks 0.64 MG of required storage, with a projected 2.18 MG deficiency by 2060. This shortage directly affects the City's ability to meet peak daily demand, maintain emergency firefighting reserves, and ensure operational stability during equipment outages, drought, or wildfire events. Growth in both resident population and tourism intensifies this vulnerability.

To address these critical needs, the City proposes construction of a fourth, 1.5 MG concrete culinary water storage tank, which has been the top priority on Moab's Capital Improvement Project list since 2020. This new tank will increase system resiliency, help the City meet rising demand, and protect water availability during extreme weather events. In addition, the project will include installation of a new chlorination station, strategically placed to improve the consistency, reliability, and measurability of water quality throughout the distribution system.

By increasing storage capacity and enhancing water treatment reliability, this project will directly benefit the entire population, safeguard City facilities and emergency operations, support economic activity in a major recreational tourism hub, and provide the necessary resiliency for Moab to remain sustainable and self-reliant in the face of climate and growth pressures.

Scope of Work:

The City of Moab proposes to construct a new 1.5-million-gallon (MG) reinforced concrete culinary water storage tank and an associated on-site chlorination station to address existing water storage deficiencies, improve system resiliency, and prepare for long-term growth and emergency demands. This project is a key recommendation of the Moab Water Distribution and

Storage Master Plan, which identifies the need to increase storage capacity to ensure adequate service for both existing and future water users.

The City has owned a 3.3-acre parcel near the intersection of Spanish Valley Drive and Spanish Valley Trail for several years specifically for future water infrastructure. Conceptual modeling and a preliminary tank layout for this site were completed in 2014, confirming its suitability due to elevation, accessibility, and hydraulic benefits. The City is now prepared to advance this long-planned project into final design and construction.

This project directly supports the City's 5,317 residents, 2,256 culinary water connections, essential government and public safety facilities, and the millions of annual visitors who rely on Moab's public water infrastructure.

Project Size and Features:

The proposed project includes the following major components:

- 1.5 MG conventional cast-in-place reinforced concrete storage tank
- Tank configuration anticipated to be partially buried and partially above existing ground, with the potential to be covered with fill to improve visual integration and thermal protection
- Concrete valve vault
- Inlet and outlet piping (assumed 16-inch diameter at 30% design; final sizing to be confirmed during hydraulic modeling)
- New chlorination station located just upstream of the tank, contingent upon funding
- Piping and distribution system connections
- Electrical, instrumentation, telemetry, and SCADA integration
- Earthwork, access improvements, and site security
- Associated valves, flow control structures, and appurtenances

Locating the chlorination station upstream of the tank allows chlorine to mix directly within the tank, significantly increasing contact time and improving disinfection consistency compared to the City's existing configuration, where most mixing occurs within distribution pipelines.

Location:

The tank will be constructed on the City-owned parcel near Spanish Valley Drive and Spanish Valley Trail, within Moab's upper pressure zone and at a higher elevation than most of the service area. This high-elevation siting enables the tank to supplement the City's gravity-fed system, improving equalization storage, emergency response capability, fire suppression pressures, and overall system stability.

Because of its elevation and strategic location, the tank may also provide future operational flexibility to supplement Grand County's water system during emergencies, enhancing regional resiliency.

The City is also coordinating with the Grand Water & Sewer Service Agency (GWSSA) to evaluate the potential siting of a culinary water interconnect on this parcel. Planning, design, and funding for that interconnect will be separately coordinated and funded by GWSSA and are not included in this project scope.

A location map is included as Attachment 2: Project Map.

Development Timetable:

- Design & Engineering: Months 1–6
- Environmental Review, Permitting, and Procurement: Months 7–10
- Construction: Months 11–28
- System Integration, Testing, and Startup: Months 29–32
- Closeout: Month 33

Total Estimated Project Duration: 33 months

Projected Benefits to Public Infrastructure:

The City's 2020 Water Distribution and Storage Master Plan identifies:

- Current storage deficiency: 0.64 MG
- Projected 2060 storage deficiency: 2.18 MG

Construction of the proposed 1.5 MG tank will:

- Significantly reduce existing storage shortages
- Improve system pressures during emergencies and peak demand
- Strengthen fire suppression capacity
- Provide operational redundancy during drought, wildfire, mechanical failure, or infrastructure outages
- Improve water quality through enhanced chlorine mixing and contact time
- Support all 2,256 culinary water connections within Moab's service area
- Enhance regional resiliency with potential future support to neighboring systems

These improvements directly protect Moab's critical public infrastructure—including government buildings, public safety facilities, parks, schools, commercial centers, and tourism-dependent services—and support the millions of visitors who depend on reliable water service each year.

Alternatives Considered:

No-Build Alternative
Rejected due to ongoing storage deficiencies, inadequate fire flow, and increased vulnerability during extreme weather events and peak seasonal demand.

Smaller Storage Tank
Rejected because it would not meaningfully reduce current or projected 2060 storage deficiencies and would require additional storage projects in the near future.

Multiple Small Tanks
Rejected due to higher capital and maintenance costs, lack of sufficient elevation for systemwide gravity service, increased operational complexity, and reduced efficiency.

Reliance on Adjacent Water Providers Not feasible due to Moab's geographic isolation, limited capacity of neighboring systems, and the City's responsibility to maintain independent system resiliency.

The selected alternative—a single 1.5 MG high-elevation concrete storage tank with an upstream chlorination station—represents the most cost-effective, technically sound, and strategically beneficial solution.

Construction Budget Estimate

A complete engineer's estimate is included as Attachment 3 and 4.

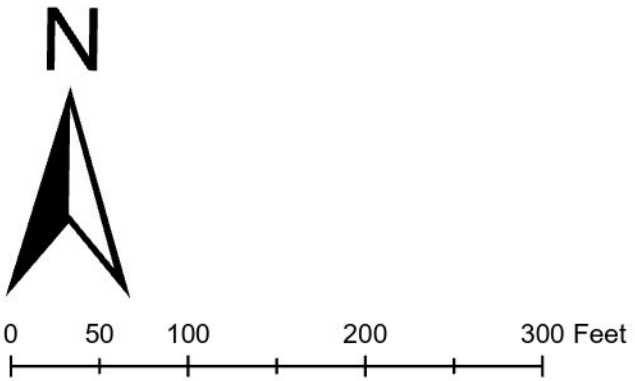
Why:

The City of Moab has investigated and pursued other potential funding sources for this project. Specifically, the City has secured a grant from the Governor's Office of Economic Opportunity (GOEO) to support this project. However, this funding is not sufficient to cover the cost of the project fully.

Further, the City of Moab has been in contact with the Utah Division of Drinking Water (DDW), the Utah Division of Water Quality (DWQ), and USDA Rural Development to find additional sources of financing for this project. Conversations with each of the entities have helped inform the City's strategy for securing financing. Specifically, the timeline for funding with USDA Rural Development may not align with the City's desired start date of Summer 2026. DDW referred us to DWQ for potential funding opportunities. DWQ is not accepting new construction applications until July 2026.

Financial assistance from the Community Impact Board (CIB) is required to close the remaining funding gap and ensure the project can move forward as planned. CIB funding will allow the City of Moab to leverage existing state and local investments, minimize the financial burden on local taxpayers, and deliver a project that directly benefits rural residents and visitors. Without CIB participation, the project would likely place an unsustainable strain on local resources.

City of Moab, Water Tank proposed location, SHPO Consultation for CIB application



PERMANENT COMMUNITY IMPACT FUND

NEW APPLICATION

Revised September 2025

PERMANENT COMMUNITY IMPACT FUND
140 East 300 South ~ 1st Floor
SALT LAKE CITY, UTAH 84111
C: 435-253-4028

EMAIL COMPLETE APPLICATIONS TO:
cib@utah.gov

WORKFORCE SERVICES
HOUSING & COMMUNITY DEVELOPMENT

APPLICATION DEADLINES
JUNE 1; OCTOBER 1; FEBRUARY 1; (5:00 PM)

PERMANENT COMMUNITY IMPACT FUND BOARD APPLICATION

PART A. GENERAL INFORMATION *(PLEASE USE THE TAB KEY)*

PROJECT TITLE: **Spanish Valley Culinary Storage Water Tank**

PROJECT LOCATION: **Moab, UT**

POPULATION: **5,366**

APPLICANT ATTENDED TUTORIAL: Y ☒ N ☐

APPLICATION PROVIDED TO SHPO: Y ☐ N ☐ N/A ☐

APPLICANT AGENCY:

NAME: **City of Moab**

FEDERAL TAX ID NUMBER: 876000248

ADDRESS: **217 East Center Street**

CITY: **Moab** COUNTY: **Grand** ZIP: **84532**

CONTACT NAME: **Alexi Lamm**
Must be with the applicant agency and registered in webgrants

PHONE: **4352595121** EMAIL: **ALAMM@MOABCITY.GOV**

CELL: **same**

PRESIDING OFFICIAL // NAME: **Joette Langianese**
This person shall sign application

TITLE: **Mayor**

PHONE:**4352595121** EMAIL: **mayor@moabcity.gov**

CLERK / RECORDER // NAME: **Sommar Johnson** PHONE: **4352595121** EMAIL: sommar@moabcity.gov

APPLICANT SUPPORT:

ENGINEER / ARCHITECT // NAME: Benjamin D. Miner COMPANY: **Hansen Allen & Luce Inc. Engineers**

MAILING ADDRESS: **859 South Jordan Pkwy #200** PHONE: **8015665599** EMAIL: **bminer@halengineers.com**

CITY: **South Jordan** STATE: **UT** ZIP: **84095** CELL: **same**

BOND COUNSEL // NAME: **n/a** COMPANY:

MAILING ADDRESS: PHONE: EMAIL:

CITY: STATE: ZIP: CELL:

FINANCIAL CONSULTANT // NAME: **n/a** COMPANY:
(OPTIONAL)

MAILING ADDRESS: PHONE: EMAIL:

CITY: STATE: ZIP: CELL:

PART B. PROPOSED FUNDING

Note: The CIB may limit its total participation in any given project to a maximum of $5,000,000.

TOTAL CIB FUNDS REQUESTED *One Lump Sum - Round to the nearest $1000*	APPLICANT'S GRANT/LOAN PACKAGE REQUEST
$3,897,727 total request to CIB	**$1,170,000 Grant amount $2,727,727 Loan amount @ 1.5 % for 20 Years**

SECURITY FOR LOAN	SOURCE/LESSEE
GENERAL OBLIGATION BOND	
REVENUE BOND	
BUILDING AUTHORITY LEASE REVENUE BOND	
CLASS B & C ROAD FUND REVENUE BOND	
MINERAL LEASE REVENUE	
OTHER (SPECIFY):	

TOTAL PROJECT FUNDING	SPECIFY	AMOUNT
APPLICANT CASH		
APPLICANT IN-KIND**	**Land**	**$200,000**
OTHER LOCAL CASH		
OTHER LOCAL IN-KIND**		
FEDERAL GRANT		
FEDERAL LOAN		
STATE GRANT (DDW, DWQ, - NOT CIB)	**GOEO Grant**	**$1,714,000**
STATE LOAN (DDW, DWQ, - NOT CIB)		
TOTAL REQUESTED **CIB** FUNDS		**$3,897,727**
TOTAL PROJECT COST *MUST MATCH PROJECT TOTAL (PG. 3)*	*PLEASE NOTE THIS WILL AUTOMATICALLY TOTAL THE ABOVE NUMBERS. PLEASE DO NOT OVERIDE.*	5,611,727

ADDITIONAL QUESTIONS

All applicants must indicate how they propose to finance cost over-runs for the proposed project.
Cost over-runs will be financed with sales tax revenue.
Were other funding sources, (e.g., DDW, DWQ, USDA Rural Development) contacted to discuss financing this project? Y☒ N☐
Who? **Yes. The City of Moab has been in contact with the Utah Division of Drinking Water (DDW), the Utah Division of Water Quality (DWQ), and USDA Rural Development to find additional sources of financing for this project. Conversations with each of the entities have helped inform the City's strategy for securing financing. Specifically, the timeline for funding with USDA Rural Development may not align with the City's desired start date of Summer 2026. DDW referred us to DWQ for potential funding opportunities. DWQ is not accepting new construction applications until July 2026.**

The City of Moab will continue to coordinate with these partners in the coming year to discuss financing options for this project. While these programs may provide partial funding or low-interest loan opportunities, available resources are limited and highly competitive, making additional funding necessary to fully implement this critical infrastructure improvement.

Will the proposed facility be leased? Y☐ N☒ If yes, provide evidence that it will constitute a true lease. (Pass through public funding for private purpose is statutorily prohibited.) **N/A**

Are there mineral revenue development impacts that affect *public infrastructure, public finance, federal land, employment and safety*? Describe: **There are 16 active oil and gas wells in Grand County that likely use US-191, the main thoroughfare connecting Grand County and San Juan County (San Juan has an additional 16 producers). US-191 is also the main route for these counties to connect to I-70.**

Clearly define the public purpose for the project and identify how the project alleviates impacts on *public infrastructure, public finance, federal land, employment and safety*. **The public purpose of this project is to ensure a safe, reliable, and resilient culinary water supply for the City of Moab's residents, businesses, visitors, and essential public services in a geographically isolated community surrounded by federal lands. Construction of a 1.5-million-gallon water storage tank and a new chlorination station will address documented storage deficiencies, strengthen critical public infrastructure, and improve system reliability during peak demand, emergencies, drought, and wildfire events. By increasing emergency reserves and enhancing water quality control, the project protects public health and safety, supports firefighting and emergency response, and reduces the risk of costly system failures that could strain public finances. Reliable water infrastructure also supports employment and economic activity in Moab's tourism-based economy, which serves millions of visitors to nearby national parks, while helping safeguard adjacent federal lands by reducing wildfire and water-supply risks.**

What is the percentage of federal land in the county? **Grand County is 72% federal lands, with a majority BLM. See attachment 1 for a map of Grand County land distribution.**

Who are the prime beneficiaries of this project? **The City of Moab, Grand County, and their residents and visitors.**

PART C. PROJECT BUDGET

COST ESTIMATES

INDIVIDUAL OR FIRM RESPONSIBLE
HANSEN, ALLEN & LUCE, INC.

DATE OF ESTIMATE
8/12/2025

CONSTRUCTION BUDGET

ATTACH DETAILED BUDGET AS PART OF ATTACHMENT #1

CONSTRUCTION	**$4,500,000**
CONTINGENCY	**$900,000**
CONSTRUCTION SUBTOTAL *PLEASE NOTE THIS WILL AUTOMATICALLY TOTAL THE ABOVE NUMBERS. PLEASE DO NOT OVERIDE.*	**$5,400,000**
PRE-CONSTRUCTION ENGINEERING *Preliminary studies, layouts, cost estimates, design drawings, specification & contract documents*	**$199,766**
SPECIAL ENGINEERING SERVICES *Soil investigations, geotechnical studies, land surveys, environmental evaluations, permitting, water rights and other special investigations*	**$0**
CONSTRUCTION ENGINEERING SERVICES *Representation during construction, special inspections, materials testing and construction phase services*	**$11,961**
ENGINEERING SUBTOTAL *PLEASE NOTE THIS WILL AUTOMATICALLY TOTAL THE ABOVE NUMBERS. PLEASE DO NOT OVERIDE.*	**$211,727**
PLANNING AND STUDIES SUBTOTAL NEPA, EA, EIS, FEASIBILITY	**$0**
LAND/EASEMENTS/WATER RIGHT SUBTOTAL	**$0**
EQUIPMENT & FACILITIES SUBTOTAL	**$0**
ADMIN // LEGAL / BONDING ONLY	**$0**
ADMIN // FINANCIAL CONSULTANT	**$0**
ADMIN SUBTOTAL *PLEASE NOTE THIS WILL AUTOMATICALLY TOTAL THE ABOVE NUMBERS. PLEASE DO NOT OVERIDE.*	**$0**
PROJECT TOTAL - ***MUST*** *MATCH TOTAL PROJECT COST (PG.2)* = $0 (THIS SHOULD BE $0 IF PAGE 2=PAGE 3) *PLEASE NOTE THIS WILL AUTOMATICALLY TOTAL THE ABOVE NUMBERS. PLEASE DO NOT OVERIDE.*	$5,611,727

ANNUAL PLANNED BUDGET FOR COMPLETED PROJECT

ESTIMATED START DATE 08/01/2026

OPERATIONS & MAINTENANCE **$10,000 ANNUALLY**

REPLACEMENT FUND **$45,000 PER YEAR OVER 100 YEARS.**

PART D. APPLICANT AGENCY FINANCIAL INFORMATION

CURRENT YEAR 2025

ANNUAL BUDGET **42,329,695.00**

GENERAL FUND BUDGET **22.238,441.00**

PROPERTY TAX

YEAR (LAST 5 YRS)	TAX RATE	TAX COLLECTED
2025	**0.002167**	**3,351,250.00**
2024	**0.002149**	**3,349,290.00**
2023	**0**	**0**
2022	**0**	**0**
2021	**0**	**0**

CURRENT DEBT STRUCTURE

ASSESSED VALUATION

G.O. DEBT CAPACITY*

OUTSTANDING G.O. DEBT

REMAINING G.O. DEBT CAPACITY **$0**
(SUBTRACT OUTSTANDING DEBT FROM DEBT CAPACITY)

**G.O. DEBT LIMITS: COUNTIES 2% of ASSESSED VALUE*
CITIES, TOWNS SCHOOL DISTRICTS 4% OF ASSESSED VALUE
CITIES (1st & 2nd class) +4% for water, lights, sewers OF ASSESSED VALUE
CITIES (3rd class) & TOWNS +8% for water, lights, sewers OF ASSESSED VALUE

TOTAL OUTSTANDING DEBT

TOTAL CURRENT ANNUAL DEBT SERVICE

USER FEES *(IF APPLICABLE)*

PROVIDE USER FEE STRUCTURES FOR ALL RELATED PROJECTS.

POPULATION.

COST OF PROJECT DIVIDED BY POPULATION = COST PER CAPITA.
$

NUMBER OF USERS (OR ESTIMATE)

Bonded Debt Summary

Bonded debt information must be submitted in the format shown below. The submission of bonded debt information in an alternative format will not be accepted, since it precludes easy reference to the actual debt structure of applicant agencies. Please attach additional pages in the same format if there are insufficient columns to list all bonded debt issues.

	BOND ISSUE #1	BOND ISSUE #2	BOND ISSUE #3	BOND ISSUE #4	BOND ISSUE #5	BOND ISSUE #6	BOND ISSUE #7
PURPOSE	2003 Sales Tax Revenue: City Center Renovation	2009 Sales Tax Revenue: Aquatic Center	2017 Water & Sewer Bond: Water Reclamation Facility	2018 CIB Bond: USU Infrastructure	2018 Sewer Bond: Infrastructure Improvements	2018 Water Bond: Infrastructure Improvements	2021 Water Revenue Bond: Infrastructure Improvements
$ ISSUED	2,050,000.00	4,764,000.00	14,200,000.00	727,000.00	2,028,000.00	450,000.00	7,000,000.00
INTEREST RATE	2.5	0.0	1.15	2.5	3.39	3.39	2.38
DATE ISSUED	09/01/2005	08/18/2009	10/01/2016	10/01/2019	09/04/2018	09/04/2018	04/13/2024
DATE DUE	10/01/2029	10/01/2035	10/01/2038	10/01/2038	09/01/2033	09/01/2033	04/01/2041
BOND HOLDER	Utah State Division of Finance	Utah State Division of Finance	Utah State Division of Finance	Utah State Division of Finance	Zions Bank	Zions Bank	Zions Bank
ANNUAL DEBT SERVICE							
2025	110,875.00	191,000.00	798,186.00	46,630.13	174,585.43	38,739.37	439,654.30
2026	110,425.00	191,000.00	798,366.00	46,805.01	174,293.92	38,674.68	439,493.40
2027	110,925.00	191,000.00	798,454.00	46,956.26	174,682.09	38,760.81	440,163.00
2028	111,350.00	191,000.00	798,450.00	47,092.37	174,903.78	38,810.02	439,654.10
2029	110,700.00	191,000.00	798,354.00	46,203.81	174,959.03	38,822.27	439,966.70
2030		191,000.00	799,166.00	46,293.03	174,847.80	38,797.60	440,088.90
2031		191,000.00	799,874.00	46,359.48	174,570.10	38,735.97	439,032.60
2032		191,000.00	799,479.00	46,402.59	174,944.39	38,819.01	439,785.90
2033		191,000.00	798,992.00	46,421.78	174,306.00	38,677.40	439,366.90
2034		191,000.00	799,413.00	46,416.45			439,595.60
2035		180,000.00	799,731.00	46,385.99			438,832.00
2036			798,945.00	46,329.77			438,776.10
2037			799,067.00	47,247.14			438,506.00
2038			799.085.00	46,137.44			439,009.80
2039							438,287.50
2040							438,339.00
2041							438,152.70
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2054	

Bonded Debt Summary

Bonded debt information must be submitted in the format shown below. The submission of bonded debt information in an alternative format will not be accepted, since it precludes easy reference to the actual debt structure of applicant agencies. Please attach additional pages in the same format if there are insufficient columns to list all bonded debt issues.

	BOND ISSUE #1	BOND ISSUE #2	BOND ISSUE #3	BOND ISSUE #4	BOND ISSUE #5	BOND ISSUE #6	BOND ISSUE #7
PURPOSE	**2023 Sales Tax Revenue – Kane Creek Blvd. Reconstruction**	**2023 Sewer Bond: Infrastructure Improvements**					
$ ISSUED	**4,208,000.00**	**6,500,000.00**					
INTEREST RATE	**2.0**	**3.610**					
DATE ISSUED	**12/19/2023**	**02/23/2023**					
DATE DUE	**10/01/2038**	**02/01/2038**					
BOND HOLDER	**Utah State Division of Finance**	**Zions Bank**					
ANNUAL DEBT SERVICE							
2025	**323,260.00**	**560,895.05**					
2026	**323.360.00**	**561,206.90**					
2027	**323,360.00**	**561,048.45**					
2028	**323,260.00**	**560,420.70**					
2029	**323,060.00**	**560,305.60**					
2030	**322,760.00**	**560,667.05**					
2031	**323,360.00**	**559,505.05**					
2032	**322,840.00**	**559,801.55**					
2033	**323,220.00**	**559,520.45**					
2034	**323,480.00**	**558,661.75**					
2035	**323,620.00**	**559,189.35**					
2036	**622,640.00**	**558,085.20**					
2037	**323,560.00**	**558,330.85**					
2038	**323,340.00**	**557,891.40**					
2039							
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2054											

PART E. PRE-SUBMISSION ATTACHMENT CHECKLIST

Note: Please refer to CIB PROGRAM SUMMARY (jobs.utah.gov/housing/cib/index.html). ***Incomplete applications will be held pending completion of all requirements.***

☒ REGISTRATION (*one time only)

To be eligible for funding, the applicant must be registered in **WebGrants 3** (https:/webgrants.utah.gov/home.do). The applicant will receive an email with their login ID and password. If applicant has submitted an application previously, they should already have a login and password. DO NOT REGISTER AGAIN. Contact Heather Poulsen 435-253-4028.

☒ PROJECT DESCRIPTION

WHO - the applicant agency including the problem, situation, condition or need to be addressed by the proposed project and the number of persons, land area, governmental facilities, services or operations impacted by the problem.

SCOPE OF WORK- a description of the proposed project including size, location, development timetable, etc. Include explanation of projected benefits to public infrastructure and alternatives considered and include a detailed construction budget estimate. Include 8½ X 11 maps, floor plans, site plans, prepared estimates, etc.

WHY – has the applicant investigated other sources of funding for this project and an explanation of why the applicant agency requires financial assistance from CIB? Specify.

☒ CIB APPLICATION LIST

The 'Project' must be on the current consolidated county CIB APPLICATION LIST of the Housing & Community Development Division. CIB WILL NOT consider projects not identified on the current list, except in the case of a bona fide public safety or health emergency, or other compelling reason.

☒ WATER & SEWER APPLICATIONS

ALL WATER AND SEWER APPLICATIONS REQUIRE A DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW

Utah Department of Environmental Quality (DEQ) staff act as technical advisors to the CIB on drinking water and waste water projects. Applicants for proposed drinking water and waste water funding MUST COMPLETE AND SUBMIT the Drinking Water & Waste Water Project Supplement to DEQ with the CIB application. DEQ Supplemental form is located on CIB website: https://jobs.utah.gov/housing/community/cib/index.html

☐ STREET AND ROAD APPLICATIONS

Requires a completed street and road addendum, located on: jobs.utah.gov/housing/community/cib/documents/streetsandroadsaddendum.doc

☐ PLANNING APPLICATIONS

Small Planning grant applications (under $50,000) are processed separately from other CIB funding. For more information on planning requirements: https://jobs.utah.gov/housing/community/cib/index.html

☐ CONSTRUCTION APPLICATIONS // STATE HISTORIC PRESERVATION OFFICE (SHPO) REVIEW

Applications which include building, altering or disturbing properties fifty (50) years of age or older, or which may include new site excavation to include road realignments shall be submitted to SHPO and include photographs, map and address of the proposed project for review and comment by SHPO.

☒ ASSOCIATION OF GOVERNMENTS NOTIFICATION

Provide a copy of current application to the applicable AOG preferably two (2) weeks prior to submission. AOG review required for project consideration.

☒ AFFORDABLE HOUSING PLAN

Attach a brief summary (and date of adoption if applicable) of the applicant's efforts to comply with the requirements of Section 10-9a-403 UCA (municipalities) and Section 17-27a-403 UCA (counties). ***DO NOT*** *SUBMIT THE ENTIRE HOUSING PLAN.*

☒ PUBLIC NOTICE AND PARTICIPATION

The CIB requires a vigorous public participation effort. Applicants shall hold AT LEAST one formal public hearing to solicit comments concerning the size, scope, nature of any funding request PRIOR to its submission to the board. The minutes must reflect a discussion of all financing scenarios including the possibility of loan funding. Complete and detailed information regarding the project scope and it's financing, including expected financial impact, potential repayment terms, potential costs to the public as user fees, special assessments, or property taxes shall be discussed. A copy of the public notice for any public hearings and the official transcript / minutes from the hearing must be attached. (*NOTE: The board may require additional public hearings if it determines the applicant did not adequately disclose the impact to the public, or if it offers a substantially different financial package than from what was originally proposed.*)

☒ CURRENT AUDITED FINANCIAL REPORT

Provide a copy of most recent audited financial report.

PRESIDING OFFICIAL SIGNATURE

I, **Joette Langianese** (TYPED NAME), the **Mayor** (TYPED TITLE) of **City of Moab** (TYPED ORGANIZATION)

do hereby certify the information presented in this application is accurate and correct to the best of my knowledge and this application has been authorized by the applicant agency. Furthermore, I certify that this project will comply with all applicable laws as outlined in R990-8-3 (M) prohibiting discrimination on the basis of race, religion, color, or national origin; sex, age, and disability. This project, when complete, will comply with the Americans with Disabilities Act (ADA).

ORIGINAL SIGNATURE _____ DATE _____

MOAB CITY COUNCIL AGENDA January 27, 2026

TITLE: Consideration and Possible Approval of Moab Ordinance No. 2026-01 An Ordinance of the City Council of Moab Annexing the Bisco Properties, LLC Property at 486 Riversands Road to the City of Moab and Assigning the C-2 Commercial – Residential Zone and R-3 Multi-Household Residential Zone to the parcel

DISPOSITION: Discussion and possible action

PRESENTER/S: Cory Shurtleff, Community Development Director and Johanna Blanco, Associate Planner

ATTACHMENT/S:

- Exhibit 1 Recorded Pre-Annexation Agreement
- Exhibit 2 Staff Report
- Exhibit 3 Petition for Annexation
- Exhibit 4 Annexation Certification
- Exhibit 5: Draft Ordinance

STAFF RECOMMENDATION: Approve Moab Ordinance No. 2026-01 with or without modifications

OTHER OPTIONS: Continue action on the item and give specific direction to the applicant and staff as to additional information needed. Or deny approval of Moab Ordinance No. 2026-01

RECOMMENDED MOTION:

I move to approve Moab Ordinance No. 2026-01 An Ordinance of the City Council of Moab Annexing the Bisco Properties, LLC Property at 486 Riversands Road to the City of Moab and Assigning the C-2 Commercial – Residential Zone and R-3 Multi-Household Residential Zone to the parcel

SUMMARY:

On September 24th, 2024 Moab City Council approved the Bisco Properties, LLC Pre-Annexation Agreement Red Rock Flats Pre-Annexation Agreement for property located at 486 River Sands Road , Moab UT 84532. On October 27th, 2025 the City Recorder received a petition to annex the property. On November 11th, 2025 the City Council accepted the petition to annex. On January 8th, 2026 the Moab City Planning forwarded a positive recommendation of Moab Ordinance No. 2026-01 to City Council.

RELEVANT LAWS, STUDIES & PLANS:
Utah Code § 10-2-807

RESPONSIBLE DEPARTMENT:
City Council, City Recorder, City Planning.

FINANCIAL IMPACT:
N/A

WHEN RECORDED RETURN TO:

City of Moab
Attn: City Recorder
217 E Center Street
Moab, UT 84532

Ent 555459 Bk 973 Pg 61-82
Date: 10-APR-2025 12:37:25PM
Fee: NoneFiled By: GKN
GINA K NELSON, Recorder
GRAND COUNTY CORPORATION
For: CITY OF MOAB

Parcel No. [03-0035-0035]

PRE-ANNEXATION AGREEMENT FOR THE BYRD PROPERTIES

THIS PRE-ANNEXATION AGREEMENT ("**Pre-Annexation Agreement**") is entered by and among Bisco Properties, LLC ("**Property Owner**"), a Utah limited liability company, and the CITY OF MOAB, a municipality and political subdivision of the State of Utah (the "**City**"). Property Owner and the City are hereinafter sometimes referred to individually as a "**Party**" or collectively as the "**Parties**" as the context may require.

RECITALS

A. Property Owner is the Owner of one parcel totaling approximately 1.38 acres of real property that is currently located in Grand County and is not located in the City at approximately 486 River Sands Road, Grand County, Utah, as more fully described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "**Property**").

B. The Property's current zoning designation in Grand County is "Rural Residential" in the Grand County Land Use Code 2.5 and is identified at 3.1 use table as an approved for Household Dwelling, as a single-family, two-family, townhouse or manufactured home use, and that such use is "permitted by right".

C. The Property currently includes existing commercial buildings that are used for storage and a contract laundry facility for a property management company, as well as two trailers that are used for workforce housing.

D. If the City annexes the Property, the Property Owner desires to subdivide the Property into two parcels: (1) one parcel encompassing the existing commercial buildings that would be subject to the City's "C-2 Commercial-Residential Zone" (the "**Commercial Parcel**"); and (2) a second parcel where the trailers are located which would be subject to the City's "R-3 Multi-Household Residential Zone" (the "**Residential Parcel**").

E. The Parties have been in discussions regarding the Property Owner annexing the Property annexing into the City and have agreed that if the City annexes the Property, 100% any residential development that may take place within the Residential and Commercial Parcels will be subject to the City's Actively Employe Household ("**AEH**") requirements as set forth in Chapter 17.64 of the Moab Municipal Code.

F. It is the intent of this Pre-Annexation Agreement to provide a clear understanding of the zoning for the use and future development of the Property in accordance with Chapter 17.21 of the Moab Municipal Code, C-2 Commercial Residential Zone and to be in compliance with the

provisions of the Moab Municipal Code and other applicable land use regulations (collectively "**Land Use Regulations**").

G. This Pre-Annexation Agreement is also intended to provide a clear understanding of the legal requirements and procedure that governs the annexation of the Property, including but not limited to Chapter 1.32 of the Moab Municipal Code and Utah Code § 10-2-401, *et seq.*

H. The City, acting pursuant to its authority under Utah Code § 10-9a-101, *et seq.* has made certain determinations with respect to the Property, and in the exercise of its legislative discretion, has elected to approve this Pre-Annexation Agreement after all necessary procedures have been conducted.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals. The Recitals and Exhibits are hereby incorporated by reference as part of this Pre-Annexation Agreement.

2. Annexation to City of Moab. Utah law encourages development to take place within the boundaries of cities and towns where land is within a city's annexation declaration area. The Property is within the "General Plan annexation area boundary description" identified in the Moab Municipal Code 1.32.030 of the City's declaration area. See **Exhibit B**.

3. Petition. The Property Owner shall follow the applicable laws, regulations, and ordinances, including but not limited to Utah Code § 10-2-401, *et seq.* and Moab Municipal Code Chapter 1.32 (collectively, the "**Annexation Process**") in seeking annexation of the Property. Upon receipt of a complete Petition that complies with all applicable legal requirements, the City shall complete its review process in accordance with the Annexation Process.

4. Decision on Petition.

4.1. The City shall use all reasonable efforts to either approve or reject the Property petition as soon as reasonably practicable and without undue delay in accordance with the requirements of the Annexation Process. If reasonable circumstances require additional time (such as Property Owner's failure to provide legally required information, third party protest, or state or local mandated notice provisions), both parties shall continue to cooperate to expedite the review to the extent the Annexation Process allows. Property Owner shall provide at least 14 days written notice of its intent to withdraw the petition unless the City Council votes to annex. Property Owner agrees it shall not withdraw the petition prior to the City Council rendering a final decision/vote.

4.2. The Parties agree and acknowledge that the proposed annexation will leave unincorporated islands if the City approves the proposed annexation and that Section 1.32.030.C.1.d of the Moab Municipal Code states that annexations "must not create unincorporated islands

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within the boundaries of the City." The Parties further recognize, however, that Section 1.32.030.C of the Moab Municipal Code states that any additional imposed by the City shall be "together" with the criteria established by State law. Utah Code § 10-2-402 allows municipalities located in "specified counties," such as Grand County, to approve annexation petitions that would leave an unincorporated island if: (1) the area is within the municipality's expansion area; (2) the specified county in which the area is located and the annexing municipality agree to the annexation; (3) the area is not within the area of another municipality's annexation policy plan; and (4) the annexation is for the purpose of providing municipal services to the area. The City makes no guarantee that the proposed annexation will satisfy these requirements and the City is under no obligation to secure an agreement with Grand County to allow the annexation under Utah Code § 10-2-402(1)(b)(iii)(C).

5. Zoning Upon Annexation. It is agreed that upon the issuance of a Certificate of Annexation by Lieutenant Governor that the Commercial Parcel shall be zones as "C-2 Commercial-Residential" and the Residential Parcel shall be zoned as "R-3 Multi-Household Residential Zone" subject to the provisions of Chapters 17.21 and 17.48 of the Moab Municipal Code, respectively.

6. Development Requirements. If the City grants the petition, the following shall be express conditions of the annexation in addition to any other requirements set forth in applicable law, regulation, and ordinance:

6.1. *Site Plan*. The Residential Parcel shall be developed into a 20-unit multi-family development as forth in the attached site plan attached hereto as **Exhibit C** hereto (the "**Project**").

6.2. *Compliance with Laws*. The Property Owner agrees to comply with all laws, regulations, and ordinances in subdividing and developing the Property, including but not limited to limited to Titles 16 and 17 of the Moab Municipal Code.

6.3. *Minor Subdivision Process*. The Parties agree and acknowledge that:

6.3.1. Section 16.08.020 of the Moab Municipal Code allows for the sale of lots in subdivisions of less than five lots ("**Minor Subdivisions**") after the recording of a final plat if certain conditions are met;

6.3.2. It is the Property Owner's intent to subdivide the Property pursuant to the Minor Subdivision process set forth in Section 16.08.020 of the Moab Municipal Code; and

6.3.3. If the City annexes the Property, it will process the subdivision of the Property in accordance with the Minor Subdivision process if the subdivision satisfies the conditions of Section 16.08.020 and any other applicable portions of the Moab Municipal Code. The City shall be under no obligation to process the subdivision as Minor Subdivision if the subdivision does not qualify as Minor Subdivision.

6.4. *AEH Requirements and Restrictive Covenant Agreement*. The Parties agree that any annexation of the Property the City may approve shall be subject to the express condition that 100% of any residential units constructed within the Residential Parcel or the Commercial Parcel shall be

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subject to the City's AEH requirements as set forth in Chapter 17.06 of the Moab Municipal Code. Upon completion of the Project and during its operation, the Property Owner shall execute a restrictive covenant agreement to be recorded against the Property in substantially the same form as **Exhibit D**.

7. Vested Rights.

7.1. *Vested Rights*. If the City approves a petition to annex the Property:

7.1.1. The Property will be subdivided into two parcels, with the Commercial Parcel qualifying for annexation into the "C-2 Commercial Residential Zone" and the Residential Parcel qualifying for annexation into the "R-3 Multi-household Residential Zone" as set forth in Chapters 17.21 and 17.48 of the Moab Municipal Code; and

7.1.2. The Property Owner shall have vested rights to develop the Property in accordance with and subject to compliance with the terms and conditions of the City's Land Use Regulations in effect when the Property Owner submits a complete land use application pursuant to Utah Code § 10-9a-509 or applicable successor statute.

7.2. *Commercial Parcel Uses*. The Parties agree and acknowledge that the existing storage facility and laundry facility as currently located and operated on the Commercial Parcel are legal non-conforming uses under the City's "C-2 Commercial-Residential Zone" As legal non-conforming uses, the Parties agree and acknowledge that the uses can continue as is if the City annexes the Commercial Parcel into the C-2 Zone but that any improvements or changes to the existing storage and laundry facility must comply fully with the City's ordinances and regulations

7.3. *Residential Zoning*. The Parties agree and acknowledge that the "R-3 Multi-household Residential Zone" will allow for private property development of roughly 20 detached dwelling units, stick built construction, which will be rented as workforce housing under single ownership management (Multi-Household Apartment/Court Apartment concept, detached).

7.4. *Reserved Legislative Powers*. The Parties agree and acknowledge that nothing in this Agreement requires the City to approve any annexation petition the Property Owner may file and that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Property Owner under the terms of this Pre-Annexation Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Property Owner under this Pre-Annexation Agreement shall be of general application to all development activity in the City; and, unless the City declares an emergency, Property Owner shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Property under the compelling, countervailing public interest exception to

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the vested rights doctrine.

8. Successors and Assigns.

8.1. *Binding Effect.* This Pre-Annexation Agreement shall be binding upon all successors and assigns of Property Owner in the ownership or development of any portion of the Property.

8.2. *Assignment.* Neither this Pre-Annexation Agreement nor any of its provisions, terms or conditions may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Pre-Annexation Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any such request for assignment may be made by letter addressed to the City as provided herein and the prior written consent of the City may also be evidenced by letter from the City to Property Owner or their successors or assigns. Any such assignment shall require the assignee to sign a form of acknowledgement and consent agreeing to be bound by the terms of this Pre-Annexation Agreement.

9. Default.

9.1. *Notice.* If Property Owner or the City fail to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a default has occurred shall provide notice to the other party as provided herein. If the City believes that the default has been committed by Property Owner, then the City shall also provide a courtesy copy of the notice to Property Owner.

9.2. *Contents of the Notice of Default.* The Notice of Default shall:

9.2.1. **Claim of Default.** Specify the claimed event of default; and

9.2.2. **Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Pre-Annexation Agreement that is claimed to be in default; and

9.2.3. **Specify Materiality.** Identify why the default is claimed to be material.

9.3. *Meet and Confer.* Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

9.4. *Remedies.* If, after meeting and conferring, the Parties are not able to resolve the default, then the Parties may have the following remedies:

9.4.1. **Legal Remedies.** The rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance and termination, but not including damages or attorney's fees.

9.4.2. **Enforcement of Security.** The right to draw on any security posted or provided in connection with the development of the Property and relating to remedying of the particular default.

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9.4.3. **Withholding Further Development Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Property and on those properties owned by the defaulting party.

9.5. *Public Meeting.* Before any remedy in Section 9.4 may be imposed by the City, the party allegedly in default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed default.

9.6. *Emergency Defaults.* Anything in this Pre-Annexation Agreement notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 9.4 without meeting the requirements of Sections 9.1, 9.2 or 9.3. The City shall give Notice to Property Owner and/or any applicable successor or assign of any public meeting at which an emergency default is to be considered and the allegedly defaulting party shall be allowed to address the Council at that meeting regarding the claimed emergency default.

9.7. *Extended Cure Period.* If any default cannot be reasonably cured within sixty (60) days then such cure period may be extended as needed, by agreement of the Parties for good cause shown, so long as the defaulting party is pursuing a cure with reasonable diligence.

10. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

11. Force Majeure. All time period imposed or permitted pursuant to this Pre-Annexation Agreement shall automatically be extended and tolled for: (a) period of any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Property; or (b) by events reasonably beyond the control of Property Owner including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, and acts of God, but which does not include financial condition of the Property Owner or their successors.

12. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended or if mailed be by certified mail, return receipt requested, postage prepaid to such Party at its address shown below:

Bisco Properties, LLC
3244 Rim Vista Cir.
Moab, UT 84532

City of Moab
Attn: City Recorder
217 E Center Street
Moab, UT 84532

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this Section.

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13. Agreement to Run with the Land. This Pre-Annexation Agreement shall be recorded in the Office of the Grand County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on all successors in the Ownership and development of any portion of the Property.

14. Entire Agreement. This Pre-Annexation Agreement, together with the Exhibits hereto, integrates and constitutes all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

15. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

16. Non-Liability of City Officials or Employees. No officer, representative, agent, or employee of the City shall be personally liable to Property Owner, or any successor-in-interest or assignee of Property Owner, in the event of any default or breach by the City or for any amount which may become due to Property Owner, or its successors or assignees, for any obligation arising out of the terms of this Pre-Annexation Agreement.

17. No Third-Party Rights. The obligations of the Parties set forth in this Pre-Annexation Agreement shall not create any rights in or obligations to any persons or parties other than to the City and the Property Owner. The City and Property Owner alone shall be entitled to enforce or waive any provisions of this Pre-Annexation Agreement to the extent that such provisions are for their benefit.

18. Severability. Should any portion of this Pre-Annexation Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Pre-Annexation Agreement had been executed with the invalid portions eliminated.

19. Waiver. No waiver of any of the provisions of this Pre-Annexation Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

20. Survival. All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Pre-Annexation Agreement and shall continue in full force and effect throughout the term of this Pre-Annexation Agreement.

21. Public Information. The Parties understand and agree that all documents related to this Pre-Annexation Agreement shall be public documents, as provided in Utah Code § 63G-2- 101, *et seq.*

22. Governing Law. This Pre-Annexation Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

23. Counterparts. This Pre-Annexation Agreement may be executed in multiple counterparts

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which shall constitute one and the same document.

24. **Interpretation.** In this Agreement, unless the context otherwise requires:

24.1. The captions and paragraph headings used in this Agreement are for descriptive purposes only and do not limit, define, or enlarge the terms of this Agreement.

24.2. Unless otherwise indicated by the context, use of the singular, plural, or a gender shall include the other, and the use of the words "include" and "including" shall be construed to mean "without limitation" or "but not be limited to."

24.3. The word "may" is permissive;

24.4. The words "may not" are prohibitive;

24.5. The words "will" and "shall" are mandatory or required; and

24.6. The present tense includes the future tense, unless otherwise specified.

25. **Legal Review.** The Parties represent and agree that they had full opportunity to review this Agreement and that they accept the terms hereof. The rule that such Agreement is to be construed against its drafter shall not apply to this Agreement.

26. **Governmental Immunity Act of Utah.** The Parties agree and understand that the City is a governmental entity entitled to the protections and safeguards of the Governmental Immunity Act of Utah, Utah Code § 63G-7-101 et. seq. Except as may be provided in Utah Code § 63G-7-301(1)(a) (i.e., waiver as to the City's contractual obligations under this Pre-Annexation Agreement), the City neither waives nor relinquishes any applicable provision or protection of that Act.

(Signatures begin on following page)

IN WITNESS WHEREOF, this Pre-Annexation Agreement has been executed by the Moab City Council as the land use authority for pre-annexation agreements under Moab City Municipal Code 17.72.100(A), and by a duly authorized representative of Property Owner on this 1 day of APRIL, 2025.

CITY OF MOAB, a Utah Municipality and political subdivision of the State of Utah.

By: _____

Joette Langianese, Mayor and
Chair, City Council

ATTEST:

_____

Sommar Johnson, City Clerk/Recorder

APPROVED AS TO FORM

_____

Nathan Bracken, City Attorney

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BISCO PROPERTIES, LLC

By: _____
Joshua Bisco, its Member

By: _____
Kali Bisco, its Member

STATE OF UT)
:ss.
COUNTY OF Grand)

On the 27 day of March, 2025, personally appeared before me Joshua Bisco and Kali Bisco, who being duly sworn, did say that they are the Members of Bisco Properties, LLC, and that the foregoing instrument was signed on behalf of said limited liability company and said Joshua Bisco and Kali Bisco duly acknowledged to me that they executed the same for the purposes therein stated.

_____
NOTARY PUBLIC

HEIDI S BLAKE
Notary Public - State of Utah
Comm. No. 722663
My Commission Expires on
Jan 26, 2026

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EXHIBIT A

Legal Description

Legal Description

Book 917, PG. 406-407, Entry No: 541049

Beginning at a ½" Rebar which bears North 371.4 feet and West 1,461.6 feet from the Southeast corner of Section 35, Township 25 South, Range21 East. Salt Lake Base and Meridian, and proceeding thence North 4°51' East 476.0 feet (record is North 5°12' East 477.0 feet) to a found spike; thence North 89°54' East 107.0 feet to a fence line; thence South 0°24' West 474.2 feet to a fence line (record is South 0°06' East 475.2 feet to a found spike); thence South 89°54' West 144.0 feet to the point of beginning. Bearings are based on the South line, Southwest Quarter Section 36 (South 89°55' West). Containing 1.31 acres more or less.

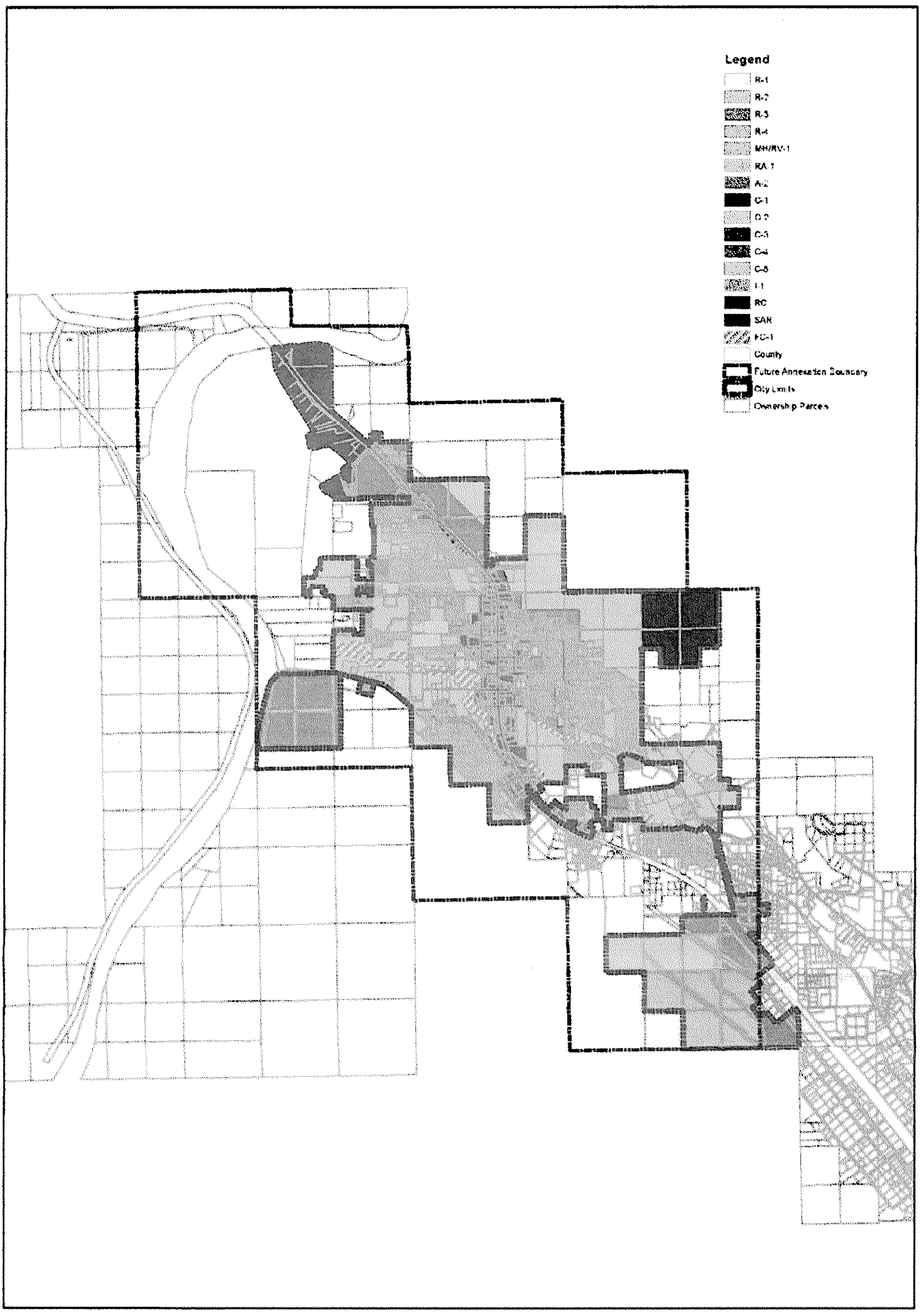
Parcel No. 03-0035-0035

EXHIBIT B

General Plan Annexation Area Boundary Description

Ent 555459 Bk 973 Pg 73

Future Annexation Boundary - General Plan



Ent 555459 Bk 973 Pg 74

EXHIBIT C

Site Plan

PROPOSED ZONING CHANGE & EMPLOYEE HOUSING

RIVER SANDS II ANNEXATION

486 RIVER SANDS ROAD — **MOAB, UTAH**

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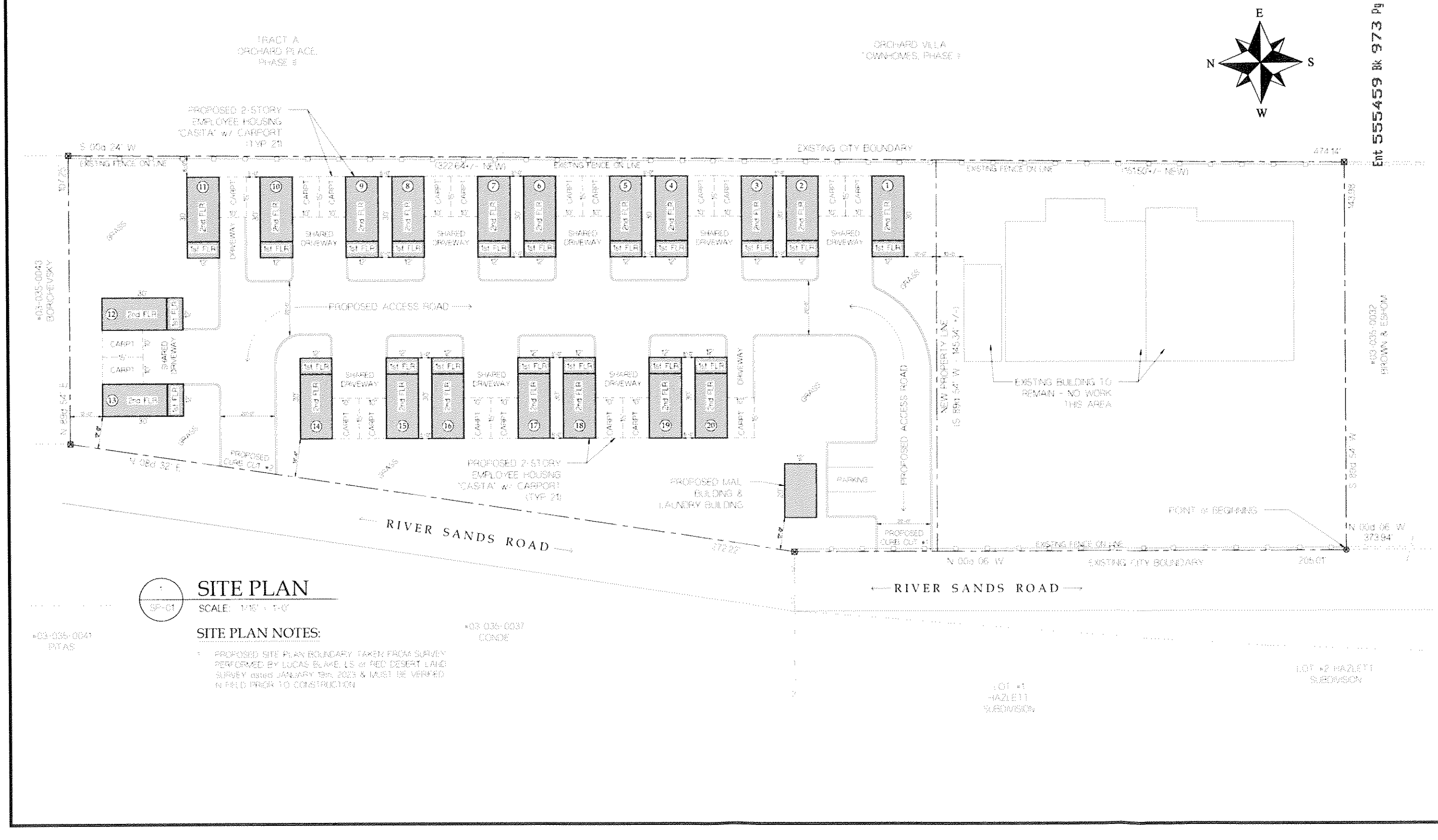


SITE PLAN

SP-01

SCALE: 1/16" = 1'-0"

SITE PLAN NOTES:

1. PROPOSED SITE PLAN BOUNDARY TAKEN FROM SURVEY PERFORMED BY LUCAS BLAKE, LS of RED DESERT LAND SURVEY dated JANUARY 19th, 2023 & MUST BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION

Another Design by:
Victoria Cimmino
The Moab Architectural Designer Company
designbyvictoria@yahoo.com
cell (435) 315-1722

River Sands II Annexation
486 RIVER SANDS ROAD
MOAB, UTAH 84532
Parcel # 03-0035-0035

PROPOSED ZONING CHANGE
& EMPLOYEE HOUSING

SITE PLAN

SP-01
SHEET NUMBER

DRAWN: VJC
SCALE: as noted
JOB #: 02 - RS II

March 2023

EXHIBIT D

Restrictive Covenant Agreement

City of Moab
Attn: City Recorder
217 E Center Street
Moab, UT 84532

Parcel No. **[insert parcel number]**

Restrictive Covenant Agreement

This Restrictive Covenant Agreement ("**Agreement**") governs the mixed-use multifamily and commercial project located at 488 River Sands Road, Utah, 84532 (the "**Property**"), as more particularly described in Exhibit 1 attached hereto, and is made and entered into by BISCO PROPERTIES, LLC, LLC ("**Grantor**"), an Utah limited liability company, for and on behalf of the CITY OF MOAB, UTAH ("**Grantee**").

RECITALS

WHEREAS, Grantor is the record owner of the Property;

WHEREAS, Grantor and Grantee executed a pre-annexation agreement ("Pre-Annexation Agreement") on _____, 2025, that they subsequently recorded against the Property and now appears in the records of the Grand County Recorder as **[insert entry number, book number, and page number]**.

WHEREAS, the Pre-Annexation Agreement conditioned Grantee's annexation of the Property upon Grantor's execution of a restrictive covenant requiring that 100% of the units in the Property be leased to "Active Employment Households," as that term is defined in Section 17.06.020 of the Moab Municipal Code or applicable successor ordinance.

WHEREAS, Grantee granted Grantor's annexation petition on [_____], 2025 and the Grantor and Grantee desire to execute this Agreement to satisfy the requirements of the Pre-Annexation Agreement.

COVENANTS AND RESTRICTIONS

NOW, THEREFORE, in consideration of the foregoing recital and the following covenants, Grantor, for and on behalf of Grantee, submits the Property to the following covenants and restrictions:

1. **Local Leasing Requirement:** Grantor shall lease 100% of the units in the Property to either (i) Active Employment Households," as that term is defined in Section 17.06.020 of the Moab Municipal Code or applicable successor ordinance or (ii) to students, faculty, or long-term visitors (more than 30 days) of any institution of higher education that is listed with the U.S. Department of Education eligible to participate in the Title IV federal student aid programs where the person attends the institution from within Grand County. Those units that are leased to Active Employment Households shall be deemed "Active Employment Units."

2. **Prohibition of Nighty or Short-Term Rentals:** Grantor shall strictly adhere to the prohibition of the use of the Active Employment Units as nightly or short-term rentals.

3. **Lease Period of Active Employment Units:** The lease period for an Active Employment Unit shall be a minimum of ninety (90) days."

4. **Term:** This Agreement shall require a fifty (50) year term of compliance with the restrictive covenants set forth herein. This Agreement shall automatically expire on the completion of the term and shall have no further effect thereafter.

5. **Runs-With-The-Land:** This Agreement shall constitute covenants running with the Property, as defined in the recitals above and the exhibits attached, shall act as a burden thereon, binding every person having a fee, leasehold, or other interest in any portion of the Property at any time or from time to time, and shall inure for the benefit of Grantee for the term set forth herein. This Agreement is enforceable by both Parties through any appropriate legal action, or other remedies specified in Utah law, including but not limited to specific performance, injunction, reversion, and payment of attorney's fees and costs.

6. **Incorporation of Recitals and Exhibits:** The recitals and all exhibits set forth herein are deemed incorporated into this Agreement, and the Parties represent that they are true and correct.

7. **Entire Agreement:** This Agreement, including exhibits, constitutes the entire Agreement of the Parties and supersedes all prior understandings, representations, or Agreements of the Parties regarding the subject matter in this Agreement.

8. **Binding Effect:** This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, administrators, and assigns.

9. **Use of Singular, Plural, and Gender:** Whenever the sense of this Agreement requires, a singular number shall be construed to be plural and vice versa, and words of the masculine gender shall be construed to be feminine and vice versa.

10. **Captions:** The captions of any articles, paragraphs, or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provisions hereof.

11. **Applicable Law and Severability:** This Agreement is made in Utah and shall be construed in accordance with the laws of the State of Utah. If any provision of this Agreement is in conflict with any statute or rule of law of Utah, or is otherwise unenforceable, the provision shall be deemed null and void only to the extent of such conflict or unenforceability and shall be deemed separate from and shall not invalidate any other provision of this Agreement.

12. **Amendments:** This Agreement may not be amended or modified except in writing executed by all the Parties to this Agreement, including any successor in title to the Property or Grantee.

13. **Authority:** All Parties warrant that they are authorized to sign on behalf of and legally bind the entities for which they sign.

14. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original as against any Party whose signature appears on the counterpart. This Agreement

shall become binding when one or more counterparts, individually or taken together, include the authorized signatures of all the Parties.

15. **Legal Review:** The Parties represent and agree that they had full opportunity to review this Agreement and that they accept the terms hereof. The rule that such Agreement is to be construed against its drafter shall not apply to this Agreement.

16. **Costs and Attorney's Fees:** If any Party defaults in the performance of any covenant or condition contained herein, the defaulting Party agrees to pay the costs and expenses, including reasonable attorney's fees, that the non-defaulting Party incurs in enforcing this Agreement through litigation or otherwise.

[*Signature Pages Follow*]

DRAFT

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed this _____ day of _____ 2025.

BISCO PROPERTIES, LLC

By: _____
Joshua Bisco, its Member

By: _____
Kali Bisco, its Member

Acknowledgement

State of Utah)
§
County of Grand)

On this ____ day of _____ 2025, **JOSHUA BISCO AND KALI BISCO**, acting in their authorized capacity as Members of BISCO PROPERTIES, LLC, LLC, personally appeared before me, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that they executed the foregoing **Agreement**, for the purposes stated therein, of their own voluntary will and act.

_____
Notary Public

My Commission Expires: _____ Residing at: _____

[notary seal]

IN WITNESS WHEREOF, Grantee has caused this Agreement to be executed this _____ day of _____ 2025.

City of Moab, Utah

_____
Joette Langianese, Mayor

Acknowledgement

State of Utah)
§
County of Grant)

On this _____ day of _____ 2025, **JOETTE LANGIANESE,** acting in her authorized capacity as Mayor of the City of Moab, Utah, personally appeared before me, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that she executed the foregoing **Agreement**, for the purposes stated therein, of his own voluntary will and act.

_____
Notary Public

My Commission Expires: _____

Residing at: _____

[notary seal]

DRAFT

BISCO PROPERTIES, LLC 486 RIVERSANDS ROAD PETITION FOR ANNEXATION STAFF REPORT

CITY OF MOAB PLANNING DEPARTMENT

To: Moab City Council
From: Johanna Blanco, Associate Planner
Date: November 11, 2025
Re: Annexation of Bisco Properties, LLC, Petition for Annexation

City Annexation Proposal

PROPERTY ADDRESS: 486 Riversand Road, Moab, Utah 84532 (Currently in Grand County)

PARCEL ID NUMBER: 03-0035-0035 (1.381 Acres) Totaling Approximately 60,156 square feet.

CURRENT ZONING: Located in the Rural Residential zone for Grand County

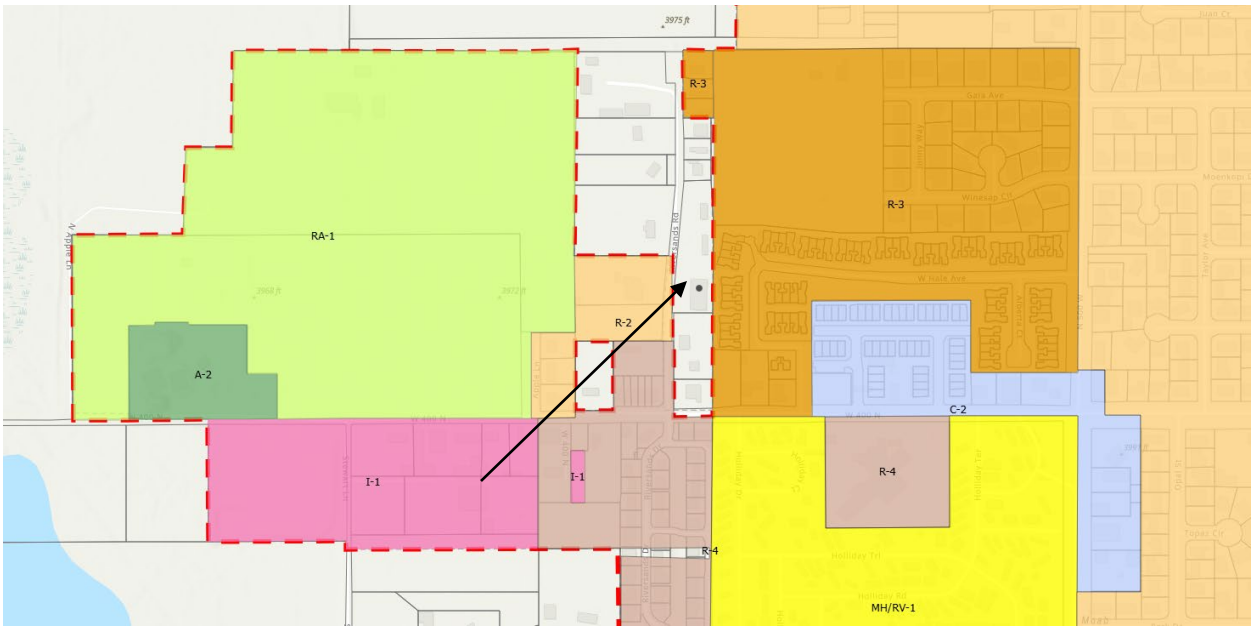
PROPOSED ZONING DISTRICT: C-2 Commercial-Residential Zone and R-3 Multi-Household Residential Zone

REQUEST: Bisco Properties LLC is requesting their property be annexed into Moab City's jurisdiction. The subject property proposed to be annexed is approximately 1.38 acres; located at approximately 486 Riversands Road, Grand County, Utah. The proposed annexation will bring the property into the City of Moab's jurisdiction. Section 1.32 of the Moab Municipal Code governs the Annexation of land into the City.

ATTACHMENTS:

I. GRAND COUNTY ZONING MAP
II. PROPOSED SITE PLAN
III. FUTURE LAND USE MAPS
IV. RR & C-2 & R-3 MATRIX

PROJECT DESCRIPTION:
Bisco Properties LLC is the owner of the parcel of land located at approximately 486 Riversands Road in unincorporated Grand County. The total size of the property to be annexed is approximately 1.38 acres. The current Grand County zoning district for the property is RR Rural Residential. If the property was to be annexed into the City of Moab jurisdiction, the applicant has requested they be designated in C-2 Commercial-Residential Zone and R-3 Multi-Household Residential Zone. See the vicinity map below for location of property. The proport will be subdivided into two lot once annexed. The C-2 lot will continue its commercial laundry use and the R-3 lot will be developed into a 20 unit multi-household project.



The property to the north is currently a residential use within Grand County Jurisdiction (RR zone); The properties to the west are residential uses (R-2 and RR zones); the property to the east is a also a residential use (R-3 zone); and the property to the south is a residential use (RR zone) in unincorporated Grand County.

PRE-ANNEXATION AGREEMENT:
As part of the Annexation process, the applicant has submitted a pre-annexation agreement. The agreement was approved by the Moab City Council on September 24th, 2024. The agreement would permit Bisco Properties LLC to develop the northern portion of the divided property as a multi-household project and the southern portion as the existing laundry

business. In addition, the pre-annexation agreement will run with the land upon any change of ownership.

The following restrictions and terms are included within the pre-annexation agreement:

Zoning Designation
It is agreed that upon annexation of the property, the zoning will be designated as C-2 Commercial-Residential, and the Residential Parcel shall be zoned as R-3 Multi-Household Residential Zone.

Designated Uses
The petitioner is proposing to create a multi-household development as well as the existing commercial use. The proposed use is included on the concept site plan, which is attached as part of the pre-annexation agreement.

In addition, the agreement would require that 100% , of the proposed residential units be designated as Active Employment Units, in compliance with the Moab Municipal Code (MMC) Chapter 17.64 Active Employment Households. In compliance with the MMC, none of the residential units could be used for short-term rentals.

Minor Subdivision

CITY OF MOAB GENERAL PLAN:
ANNEXATIONS:
As part of the annexation process, any newly incorporated areas should not create enclaves, meaning areas that are in Grand County that are surrounded by Moab City Jurisdiction. The property proposed to be annexed would create any islands of Grand County Jurisdiction. According to Utah state Code § 10-2-402, communities like Moab may approve annexation petitions that would leave an unincorporated island if: (1) the area is within the municipality's expansion area; (2) the specified county in which the area is located and the annexing municipality agree to the annexation; (3) the area is not within the area of another municipality's annexation policy plan; and (4) the annexation is for the purpose of providing municipal services to the area.

The following statements are outlined in the General Plan, *Chapter 4- Community Vision*, which are general statements that were identified to be shared values the Moab Community expressed for their future.

- *Provide housing opportunities for all residents in the community*

Allowing property to be developed for multi-household development will provide 20 housing units and 20 deed-restricted restricted for those who live and work in the community.

- *Plan for a compact development pattern that makes efficient use of public facilities and services, encourages mixed uses, protects open spaces and minimizes urban sprawl.*

The dense development of the proposed property, along with preserving a local business will minimize sprawl and create a mixed-use zone.

- *Recognize the value of Moab's surrounding landscape, including dark skies, solar access, and other natural resources to enhance the quality of life for community residents and to ensure the longevity of Moab's tourism industry.*

The City updated the landscaping standards to include water efficiency standards, a plant species list, and street tree requirements. Moab City has also updated the dark skies ordinance to allow for the ordinance to have more flexibility for new development. The proposed development will be subject to both updated ordinances.

Findings: The proposed pre-annexation agreement complies with Community Vision Values.

GENERAL PLAN MAPS:
The General Plan for Moab City includes a Boundary Map that outlines the areas surrounding Moab City's Jurisdiction that is designated for future incorporation into the City. This criterion is met with the proposed annexation of the subject property because the proposed area to be annexed is within the boundaries for future annexation. In addition, the Future Land Use Map does not designate a use for the property.

Findings: The proposed annexation complies with the Future Annexation Boundary Map and the proposed C-2 and R-3 zoning is not inconsistent with the Future Land Use Map.

ELEMENTS, GOALS AND POLICIES IN THE GENERAL PLAN

ELEMENT 3: LAND USE AND GROWTH

GOAL 1: Encourage a diverse, compact, and efficient land use pattern that promotes resident quality of life and is aligned with the city's character, economy, and vision.

Policy 1: Encourage development to consider the appearance, design, financial impact, and amenities of the community.

Action Steps:

c. Encourage mixed-use development where appropriate.

f. Encourage compact development patters.

Findings: The placement of the C-2 and R-3 zones lends itself to mix-development. The extension of the R-3 zone allows for more dense housing.

GOAL 8: Promote a variety of housing types and neighborhoods for primary residences.

Policy 1: Work with developers and neighborhoods to promote different, densities and forms.

Action Steps:

b. Promote compact design and development that maximizes the efficiency of City services.

Findings: The R-3 zone is the City's second highest density zone with 2,000 square feet required for each unit. The utilization of the R-3 zone for dwellings promotes compact design.

GOAL 13: CONSIDER ANNEXATIONS THAT PROVIDE A BENEFIT TO THE COMMUNITY.

Policy 1: Assess the impact on City services of each proposed annexation.

Action Steps:

a. Prepare an annexation impact report on each proposed annexation which contains, at a minimum, analysis of zoning alternatives in addition to applicant request for compatibility with existing neighborhood as built.

Analysis: As part of the staff report, the General Plan was reviewed as to what the future land use map designates the property and what the boundaries are for newly annexed property into the City. The proposed zoning will help reach the goal of adding additional housing units to the current market. The C-2 and R-3 zones allows for all the proposed uses and the project will be required to go through Site Plan Review Level II and meet all the requirements from the various City Departments.

Findings: The proposed site plan submitted with the annexation application will be required to go through Development Review Team Review and meet all applicable Moab City requirements.

b. Require annexation agreements on all proposed annexations.
Analysis: The City and applicant have agreed upon a pre-annexation agreement that will benefit the City and the applicant (Please see the pre-annexation agreement for details).

c. Update the annexation policy to preserve and protect the interests of the City and to encourage annexation to pay for itself or occur in efficiently large amounts.
Analysis: As part of the development process, any new infrastructure required to support the proposed development will be paid for by the developer.

d. Assess the impacts of proposed annexations where municipal services cannot be economically provided.
Analysis: The current provider is GWSSA and the applicant will be working with them to provide the services needed for the proposed development. The City will not accrue any cost for this.

e. Develop a master plan for each annexation area.
Analysis: The proposed annexation meets the goals of the Future Land Use Map, Annexation Map, and the General Plan. The area that is being annexed is consistent with City goals and plans for this area.

2023 MOAB AREA AFFORDABLE HOUSING PLAN

Supply

Goal #1 Meet the Housing Needs Projections included in the MAAHP.

Action Step: Use density increases—through zoning tools and density bonuses—for the benefit of strengthening workforce and affordable housing goals.

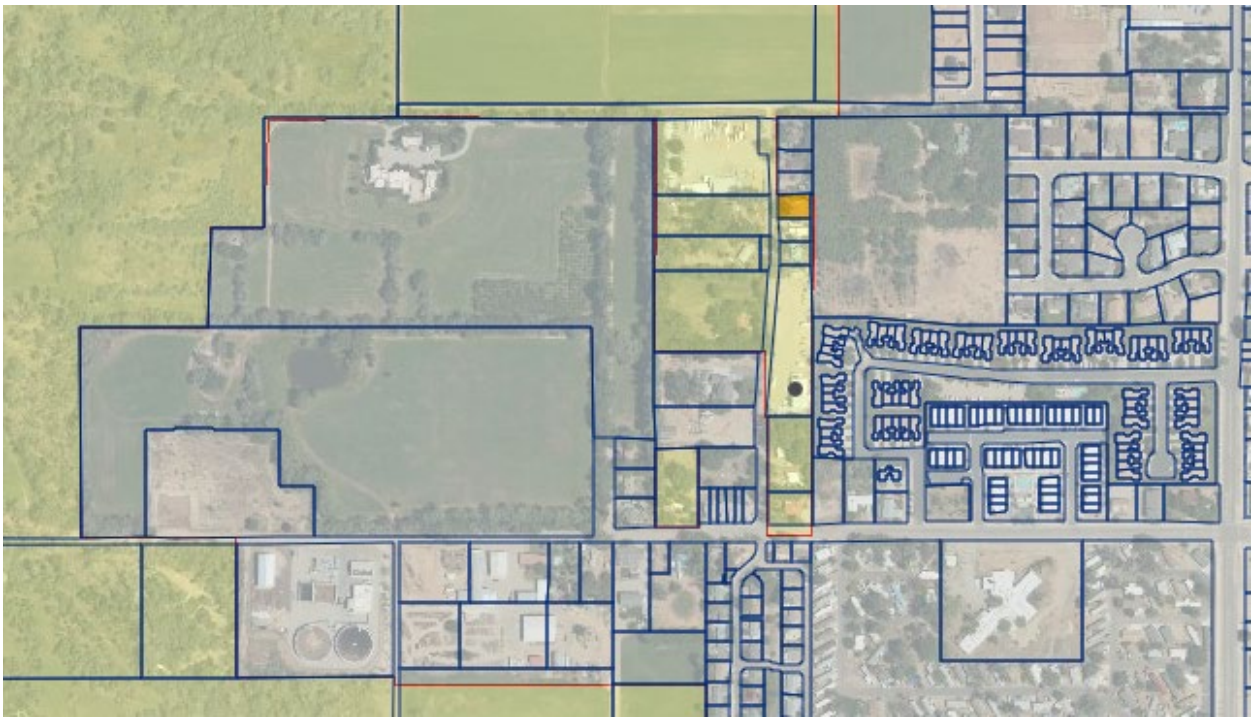
Findings: The utilization of the R-3 density in the proposed project will create 20 of the projected 952 new units needed by 2030.

MOAB MUNICIPAL CODE:
Following annexation, the proposed development shall comply with the requirements for the C-2 and R-3 zoning districts and any other applicable sections of the Moab Municipal Code. The current Grand County zone, RR - Rural Zone, is less dense than the R-3 zone and not a commercial zone as the C-2 zone is.

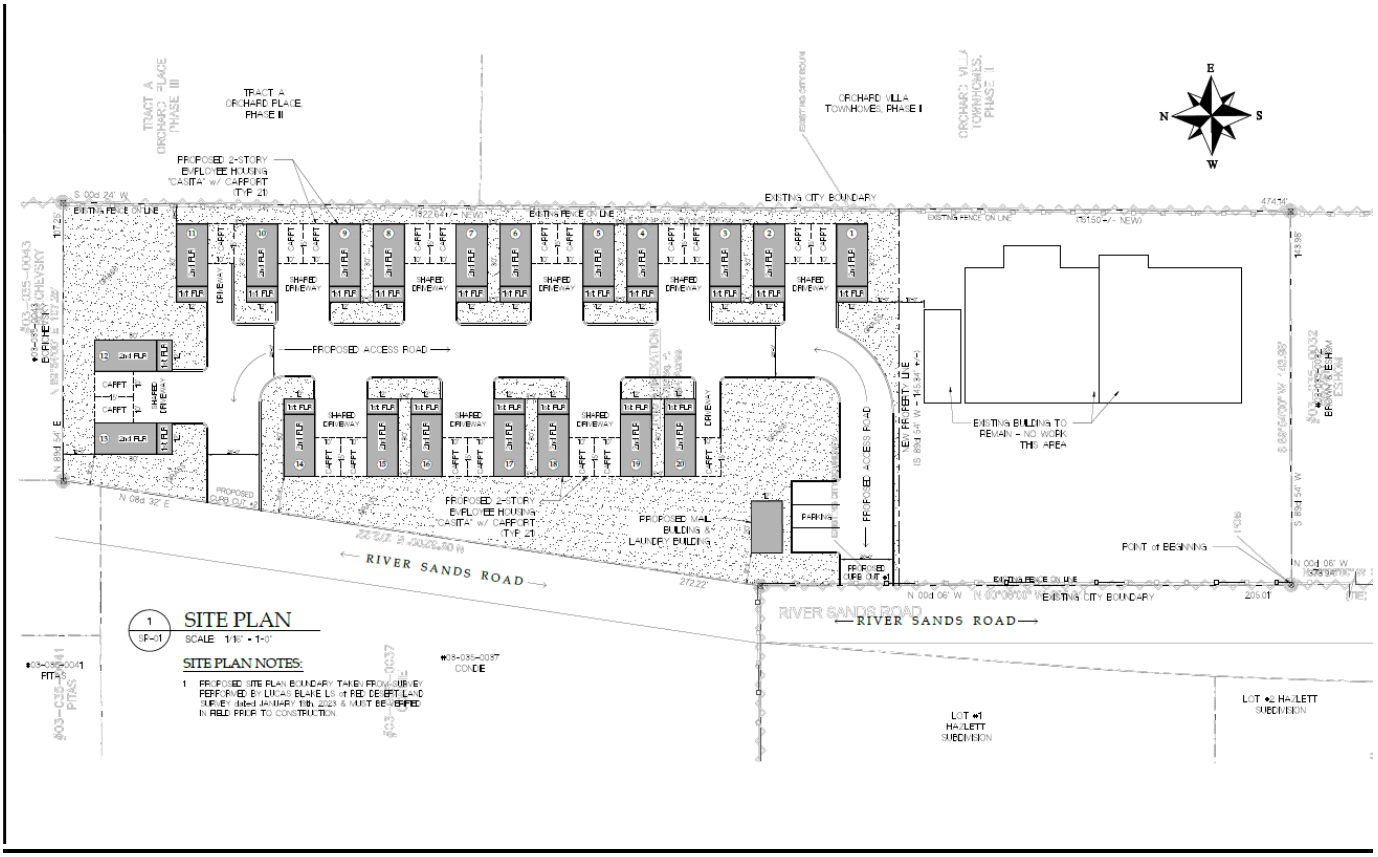
General Requirements for Proposed Development:
The following processes may be required for the development of the property:

- Level II Site Plan Review Section 17.67 of the Moab Municipal Code.
- Review for compliance with section 17.27 and 17.09 of the Moab Municipal Code.

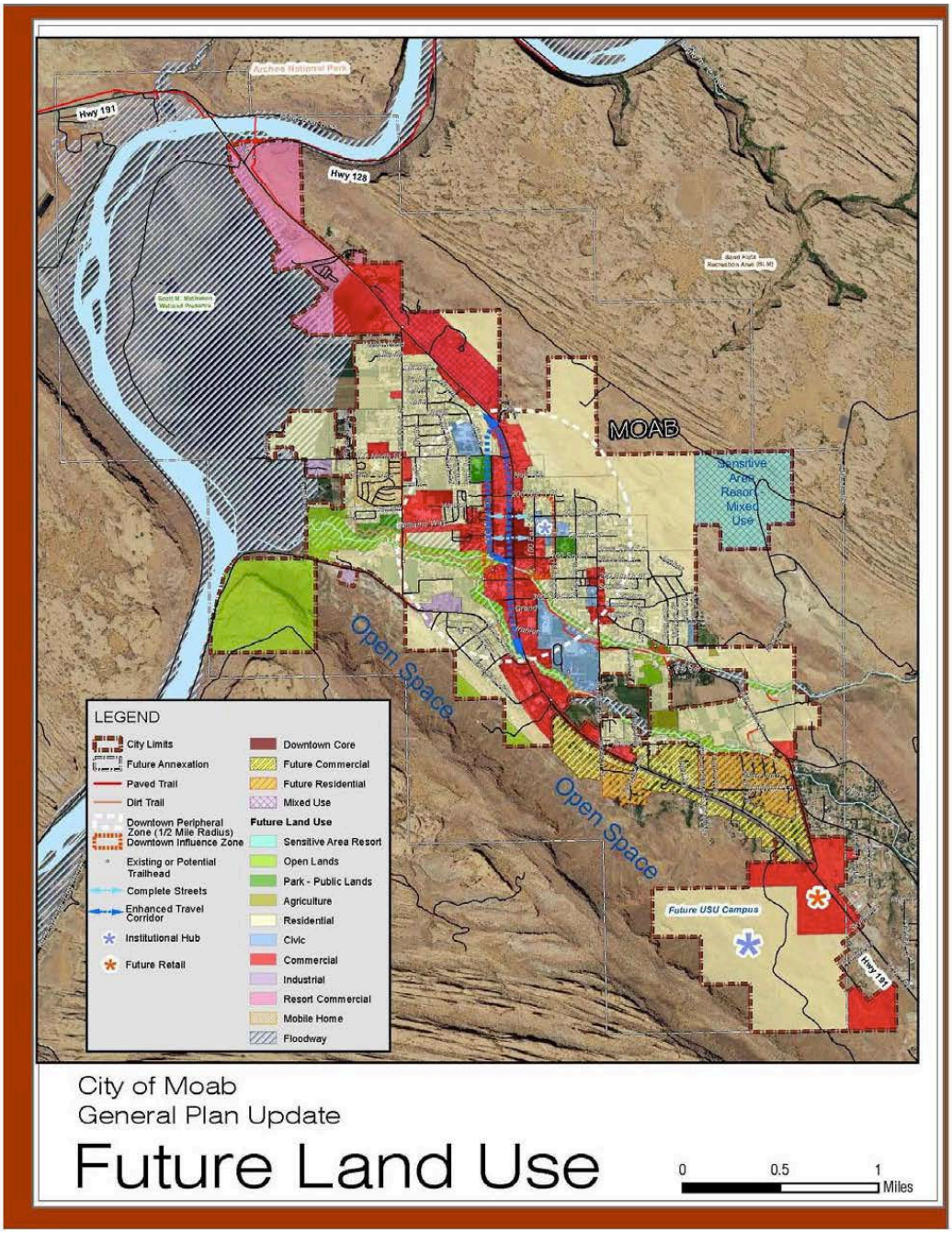
I. GRAND COUNTY ZONING MAP



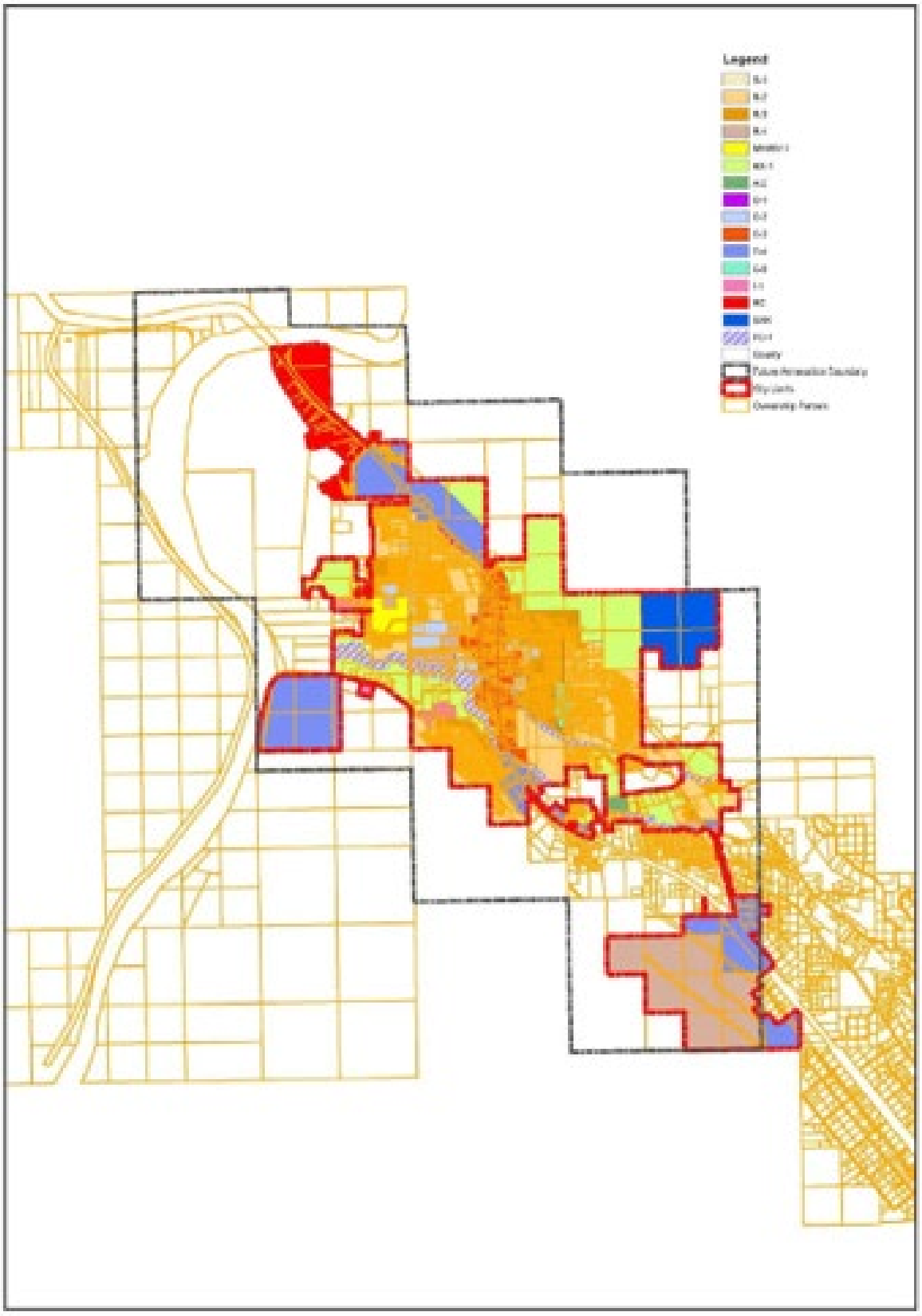
I. PROPOSED SITE PLAN



II. GENERAL PLAN MAPS



Future Annexation Boundary - General Plan



III. RR&C-2 MATRIX

RR Rural Residential

HC, Highway Commercial zone's objective is to accommodate residential uses in low density, rural neighborhoods. In addition to the use and Lot Design Standards of this section, development in the RR, Rural Residential District shall be in compliance with all other applicable provisions of this LUC.

Specific Requirements for the RR Zoning District

Height Limit	35'
Yard requirements	Front: 25' Side: 15 Rear: 20'
Density	1 unit/acre
Allowed Lot Coverage:	25%
Parking: Office Retail Cafe	 1 per250 sq ft 1 per 200 sq ft 1 per 3 seats

List of allowed uses in the HC Zone:

- Dwelling, single-family
- Zero lot line house
- Alley-loaded house
- Dwelling, two-family (duplex)
- Townhouse
- Manufactured home
- Group Home
- Daycares
- College/ University
- All other educational
- Government Facilities
- Golf Course
- Cemeteries
- All institutions
- Hospital or clinic
- All other medical facilities
- All other parks and open areas
- Places of Worship
- Telecommunication tower
- Major utilities
- All other outdoor rec
- Outfitter, guide All personal service-oriented uses (C)
- Animal raising
- Kennel
- Animal feed lot
- Barn
- Farm
- Grazing
- Fruit and vegetable stand
- Winery ©
- All other ag. uses

C-2 Commercial Residential

The **C-2 Commercial Residential** zone's objectives are
1. To facilitate the development of attractive areas within the City that allow the mixing of compatible commercial and residential uses 2. To facilitate the orderly expansion of commercial uses out from the central commercial district.

Special Provisions:

A strip of land at least fifteen feet in width adjacent to all public streets shall be landscaped in accordance with the provisions located in Chapter 17.10, Landscaping Standards.

B. No dust, odor, smoke, vibration, directed illumination, or intermittent glare or noise shall be emitted which is discernible beyond the premises, except for normal traffic movements.

C. Storage of all merchandise, material and products shall be carried on within a building or within an area enclosed with a sight obscuring fence or wall.

Specific Requirements for the C-4 Zoning District:

Height Limit	40'
Setback requirements	Front: 25' Side: 8' Rear: 15'
Allowed Lot coverage	50%
Parking: Office Retail	 1 per 300 sq ft 1 per 300 sq ft

List of allowed uses in the C-2 Zone:

- Arts and crafts shops.
- Assembly of appliances from previously prepared parts
- Carpentry shops.
- Convenience establishments that are less than three thousand square feet.
- *Day Care.*
- Eating establishments less than two thousand square feet
- *Established Overnight Accommodations.* property, so long as no new overnight accommodation units are proposed.
- Electrical appliance shops (wholesale).
- Engraving and printing establishments.
- Funeral establishments.
- Greenhouses and nurseries.
- *Group Homes.*
- Gymnasiums.
- Home occupations
- Hospitals.
- *Multi-Household Dwellings.*
- One-household dwellings and accessory uses.
- Outfitters and guide services and facilities.
- Parking lots (commercial).
- Places of worship.
- Professional offices.
- Public buildings.
- Public Parks
- *Restaurant with Outdoor Dining, Permanent.*
- Retail establishments that are three thousand square feet or less.
- Schools
- Secondhand stores.
- Service establishments.
- Two-household dwellings and accessory uses.
- Veterinary clinic with indoor kennel.
- Wholesale establishments that are less than three thousand square feet

IV. RR & R-3 MATRIX

RR Rural Residential

HC, Highway Commercial zone's objective is to accommodate residential uses in low density, rural neighborhoods. In addition to the use and Lot Design Standards of this section, development in the RR, Rural Residential District shall be in compliance with all other applicable provisions of this LUC.

Specific Requirements for the RR Zoning District

Height Limit	35'
Yard requirements	Front: 25' Side: 15 Rear: 20'
Density	1 unit/acre
Allowed Lot Coverage:	25%
Parking: Office Retail Cafe	 1 per250 sq ft 1 per 200 sq ft 1 per 3 seats

List of allowed uses in the HC Zone:

- Dwelling, single-family
- Zero lot line house
- Alley-loaded house
- Dwelling, two-family (duplex)
- Townhouse
- Manufactured home
- Group Home
- Daycares
- College/ University
- All other educational
- Government Facilities
- Golf Course
- Cemeteries
- All institutions
- Hospital or clinic
- All other medical facilities
- All other parks and open areas
- Animal raising
- Kennel
- Animal feed lot
- Barn
- Farm
- Grazing
- Fruit and vegetable stand
- Winery ©
- All other ag. Uses
- Places of Worship
- Telecommunication tower
- Major utilities
- All other outdoor rec
- Outfitter, guide All personal service-oriented uses (C)

(Ctrl)

R-3 Multi-Household Residential Zone

The **R-3** zone's objectives are to provide appropriate locations within the City for high density development, primarily occupied by full-time residents, and employees and owners of local businesses. In general, this zone is located in the central part of the City, adjacent to commercial areas where the impact of vehicular travel and parking is consonant with adjacent use of land, and where multiple dwellings can best be supplied with necessary public facilities. This zone is characterized by more compact development and somewhat higher volumes of traffic than is characteristic of the R-1 and R-2 zones.

Special Provisions:

The ground floor area of the primary dwelling shall be at least five hundred square feet.

B. No dust, odor, smoke, vibration, directed illumination, or intermittent glare or noise shall be emitted which is discernible beyond the premises, except for normal traffic movements.

C. The maximum permitted density of planned unit developments shall be ten units per acre of land contained within the development.

Specific Requirements for the C-4 Zoning District:

Height Limit	40'
Setback requirements	Front: 15' Side: 7' Rear: 12'
Density	2,000 SF/unit (multi-Household)
Parking: Multi-household Office Retail	 1/ studio and 1.5/2+ bedroom 1 per 300 sq ft 1 per 300 sq ft

List of allowed uses in the R-3 Zone:

- ADUs
- Agriculture
- Day Care.
- Foster homes
- Group homes
- Home occupations
- Planned Unit Developments
- Public Facilities
- Libraries
- Schools
- *Multi-Household Dwellings.*
- One-household dwellings and accessory uses.
- Places of worship.
- Public buildings.
- Public Parks
- Two-household dwellings and accessory uses.

THE CITY OF MOAB

EST. 1902

PETITION FOR ANNEXATION

We, the undersigned owners of certain real property, hereby submit this Petition for Annexation and respectfully represent the following:

1. That this petition and the annexation meet the requirements of the Utah Code and the Moab City Municipal Code.

2. That the real property is described as follows:

Approximate location:

486 Riversands Road

Legal description:

See plat

3. That up to five of the signers of this petition are designated as sponsors, one of whom is designated as the contact sponsor, with the name and mailing address of each sponsor indicated as follows:

Contact Sponsor	Mailing Address
Kali Bisco	3244 Rim Vista Circle Moab UT
Josh Bisco	3244 Rim Vista Circle Moab UT

Contact Sponsor	Mailing Address

4. That this petition is accompanied by the following documents:
   a. An accurate and recordable map, prepared by a licensed surveyor, of the area proposed for annexation.
   b. A copy of the notice of intent sent to affected entities.
   c. A list of the affected entities to which notice was sent.

5. A copy of this petition and the accompanying map was also delivered or mailed to the Grand County Clerk and the chair of the Moab City Planning Commission.

6. That the petitioner(s) request the property, if annexed, be zoned RZ3, C3 per pre-annexation agreement.

7. That the petitioner(s) acknowledge that the City may charge them for any fees and costs the City incurs in reviewing and processing the annexation.

8. For annexations involving real property owned by a public entity other than the federal government, this petition contains the signatures of the owners of all of the publicly owned real property located within the area proposed for annexation.

9. For annexations involving private real property, that this petition contains the following signatures from real property owners that:

   a. Own 100% of rural real property within the area proposed for annexation, if any;

   b. Own 100% of private real property within the area proposed for annexation if the area is located within an agricultural protection area;

   c. Covers a majority of the private land area within the area proposed for annexation; and

   d. Is equal in market value to at least 1/3 of the market value of all private real property within the area proposed for annexation.

Notice: There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election. If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of the City of Moab. If you choose to withdraw your signature, you shall do so no later than 30 days after the City of Moab receives notice that the petition has been certified.

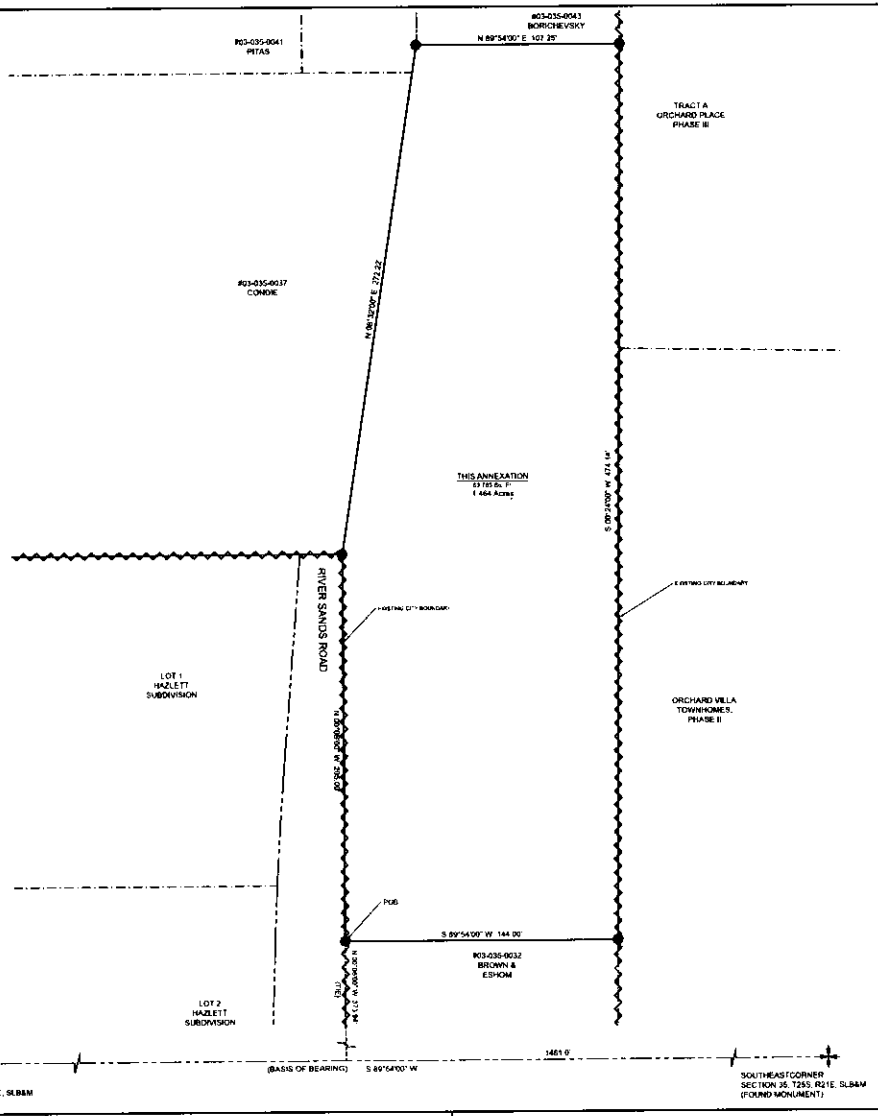
Petitioner	Signature	Acres	Market Value	Tax ID Number
Kali Bisio		1.31		03-035-0035
Josh Bisio		1.31		03-035-0035

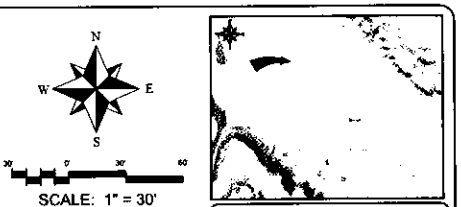
PLAT OF LOCAL ENTITY BOUNDARY

RIVER SANDS II ANNEXATION

GRAND COUNTY, UTAH

LOCATED IN THE SOUTHEAST QUARTER OF SECTIONS 35, T25S, R21E, SLB&M





VICINITY MAP

NOT TO SCALE

SURVEYOR'S CERTIFICATION

I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7540504, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act. I further certify that by authority of the owners I have completed a survey of the property described on this Local Entity Plat in accordance with Section 17-23-20, have verified all measurements and monumented corners as shown on plat

Lucas Blake — DATE

License No. 7540504

LEGAL DESCRIPTION

Description of a parcel of land located in the Southeast Quarter of Section 35, Township 25 South, Range 21 East, Salt Lake Base, Grand County, Utah, more particularly described as follows: Beginning at a point on the existing boundary of Moab City, said point being South 89°54'00" West 1461.00 feet and North 00°06'00" West 374.94 feet from the Southeast corner of section 35, township 25 South, Range 21 East, Salt Lake Base and Meridian, and proceeding with said boundary thence North 00°06'00" West 205.00 feet; thence North 08°32'00" East 272.22 feet; thence North 89°54'00" East 107.25 feet to a point on the existing boundary of Moab City; thence with said boundary South 00°24'00" West 474.14 feet; thence South 89°54'00" West 144.00 feet to the point of beginning, having an area of 63,765 square feet, 1.464 acres

LOCATED IN THE SOUTHEAST QUARTER OF SECTIONS 35, T25S, R21E, SLB&M

SURVEYOR NOTES

THE BASIS OF BEARING IS S 89°54' W BETWEEN THE SOUTHEAST CORNER AND THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN.

THE INTENT OF THE SURVEY IS CREATE A BOUNDARY OF A PARCEL OF LAND FOR ANNEXATION INTO MOAB CITY, UTAH

STANDARD LEGEND

- SECTION MONUMENT
- BOUNDARY CORNER
- ANNEXATION BOUNDARY
- ANNEXATION BOUNDARY
- PARCEL BOUNDARY

RED DESERT Land Surveying

88 E Center Street
Moab, UT 84532
435.259.8171

PROJECT TYPE
LOCAL ENTITY BOUNDARY SURVEY

PROJECT ADDRESS
RIVER SANDS ROAD

PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

PREPARED FOR:
BEN BYRD

DATE
10/13/2025

SHEET 1 OF 1

JOB NUMBER
176-22

COUNTY RECORDER

STATE OF UTAH, GRAND COUNTY, RECORDED AT THE REQUEST OF

_____

DATE ____, _____ BOOK _____ PAGE _____ FEE _____

_____
COUNTY RECORDER

APPROVAL AND ACCEPTANCE BY GRAND COUNTY COMMISSION

ON THIS _____ DAY OF _____, _____ 20____

_____ _____
COUNTY CLERK COMMISSION CHAIR

COUNTY SURVEYOR CERTIFICATE OF APPROVAL

APPROVED BY THE GRAND COUNTY SURVEYOR THIS

_____ DAY OF _____, 20____

_____
GRAND COUNTY SURVEYOR

STAMP

All entities mailed Intent to file listed below.
Emailed Gina County Recorder and Gabriel Woytek

Grand County
125 East Center
Moab, UT 84532

Grand County School
District
264 South 400 East
Moab, UT 84532

Moab Fire Department
45 South 100 East
Moab, UT 84532

Grand Water & Sewer
Service Agency
3025 E. Spanish Trail
Moab, UT 84532

Canyonlands Health Care
Special Service District
285 S. 400 East, Ste. 210
Moab, UT 84532

Southeast Utah District
Health Department
575 Kane Creek Blvd.
Moab, UT 84532

Grand County Cemetery
District
PO Box 64
Moab, UT 84532

Moab Mosquito
Abatement District
PO Box 142
Moab, UT 84532

Grand County Library
Board
257 E. Center
Moab, UT 84532

Grand County Solid Waste
District
PO Box 980
Moab, UT 84532

Grand County Recreation
District
PO Box 715
Moab, UT 84532

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

Notice of Intent to File a Petition to Annex

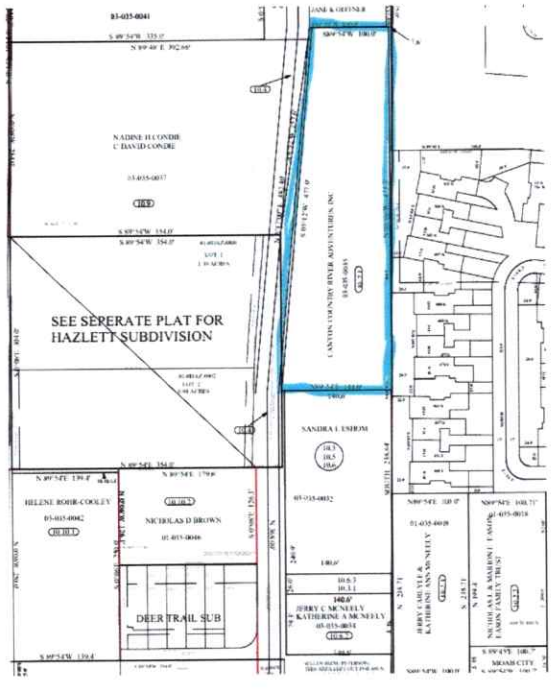
Attention: Your property may be affected by a proposed annexation.

Records show that you own property within an area that is intended to be included in a proposed annexation to the City of Moab ("Moab") or that is within 300 feet of that area. If your property is within the area proposed for annexation, you may be asked to sign a petition supporting the annexation. You may choose whether or not to sign the petition. By signing the petition, you indicate your support of the proposed annexation. If you sign the petition but later change your mind about supporting the annexation, you may withdraw your signature by submitting a signed, written withdrawal with the Moab recorder or clerk within 30 days after Moab receives notice that the petition has been certified.

There will be no public election on the proposed annexation because Utah law does not provide for an annexation to be approved by voters at a public election. Signing or not signing the annexation petition is the method under Utah law for the owners of property within the area proposed for annexation to demonstrate their support of or opposition to the proposed Annexation.

You may obtain more information on the proposed annexation by contacting Kali Bisco kalinbisco@gmail.com, Sommar Johnson, Moab City Recorder 217 E. Center Street, Moab Utah 84532 sommar@moabcity.gov, or Gina Nelson, Grand County Recorder 125 E. Center Street, Moab, Utah 84532, gnelson@grandcountyutah.gov. Once filed, the annexation petition will be available for inspection and copying at the office of the Moab City Recorder.
The parcel numbers of the parcels to be annexed are Grand County Parcel Nos.03-0035-0035

A map identifying the area proposed for annexation is also enclosed.



Gabriel Woytek
Grand County Clerk/Auditor
125 East Center Street
Moab, Utah 84532
(435) 259-1322
gwoytek@grandcountyutah.gov

Notice of Intent to File a Petition to Annex

ATTENTION: YOUR PROPERTY MAY BE AFFECTED BY A PROPOSED ANNEXATION

Records show that you own property within an area that is intended to be included in a proposed annexation to the City of Moab, or that is within 300 feet of that area. If your property is within the area proposed for annexation, you may be asked to sign a petition supporting the annexation. You may choose whether to sign the petition. By signing the petition, you indicate your support of the proposed annexation. If you sign the petition but later change your mind about supporting the annexation, you may withdraw your signature by submitting a signed, written withdrawal with the Moab City Recorder within 30 days after the City of Moab receives notice that the petition has been certified.

There will be no public election on the proposed annexation because Utah law does not provide for an annexation to be approved by voters at a public election. Signing or not signing the annexation petition is the method under Utah law for the owners of property within the area proposed for annexation to demonstrate their support of or opposition to the proposed annexation.

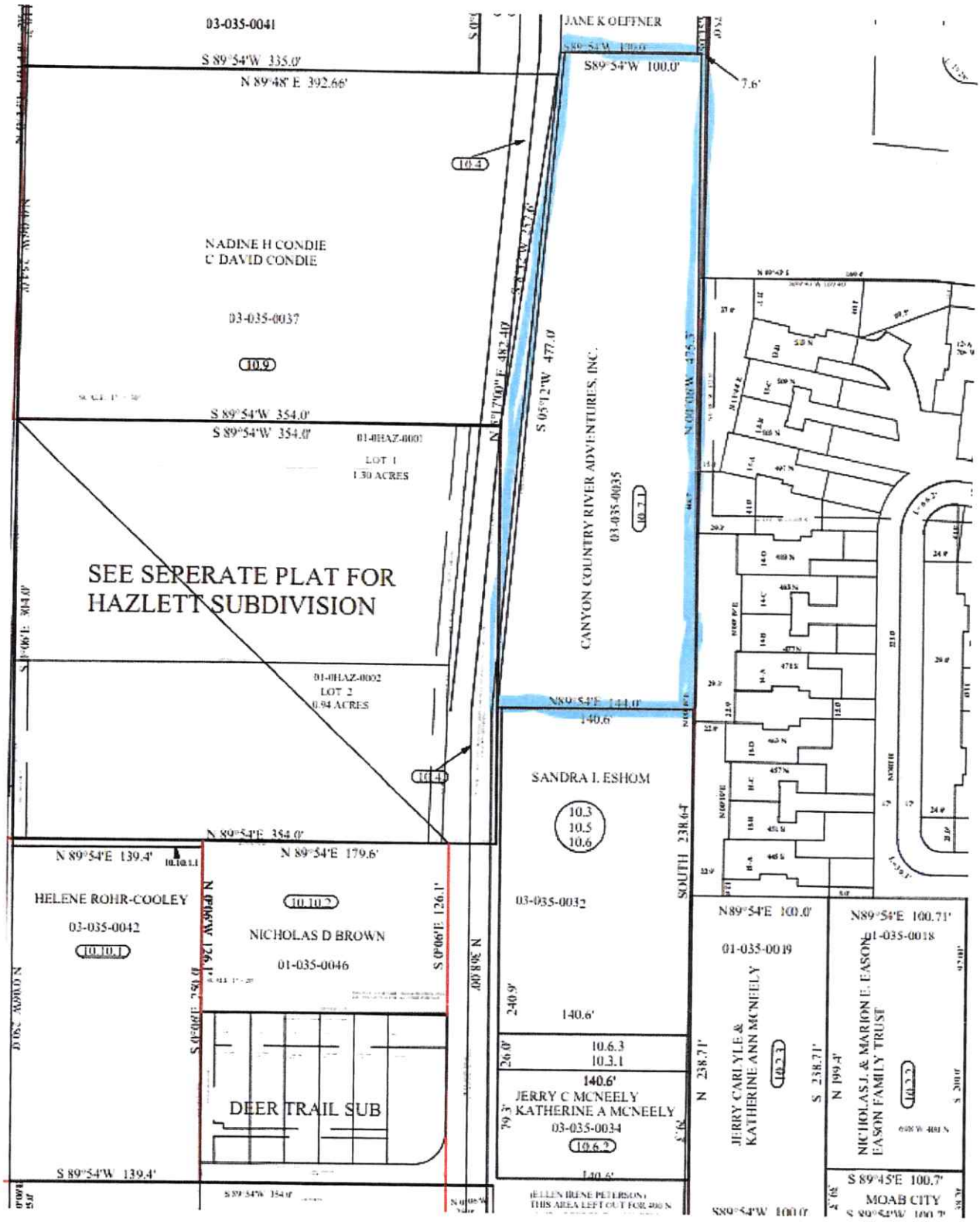
You may obtain more information on the proposed annexation by contacting:
Sommar Johnson, Moab City Recorder
217 East Center Street, Moab, UT 84532
(435) 259-2683
sommar@moabcity.gov

Gina Nelson, Grand County Recorder
125 East Center Street, Moab, UT 84532
(435) 259-1381
gnelson@grandcountyutah.gov

Kali Bisco (petition filer)
kalinbisco@gmail.com

Once filed, the annexation petition will be available for inspection and copying at the office of the Moab City Recorder located at 217 East Center Street, Moab, UT 84532.

The parcel number of the parcel to be annexed is Grand County Parcel No. 03-0035-0035. A map identifying the area proposed for annexation is enclosed.


03-035-0041
S 89°54'W 335.0'
N 89°48' E 392.66'
JANE K OLFFNER
S89°54'W 100.0'
7.6'
10.4
NADINE H CONDIE
C DAVID CONDIE
03-035-0037
10.9
S 89°54'W 354.0'
S 89°54'W 354.0'
01-0HAZ-0001
LOT 1
1.30 ACRES
SEE SEPERATE PLAT FOR
HAZLETT SUBDIVISION
CANYON COUNTRY RIVER ADVENTURES, INC.
03-035-0035
10.7
S 05°12'W 477.0'
N 81°17'00" E 487.40'
S 8°12'W 45.6'
N 00°06'W 475.3'
01-0HAZ-0002
LOT 2
0.94 ACRES
10.4
N89°54'E 144.0'
140.6'
SANDRA I. ESHOM
10.3
10.5
10.6
03-035-0032
SOUTH 238.6'
N 89°54'E 354.0'
N 89°54'E 139.4'
10.10.1.1
N 89°54'E 179.6'
HELENE ROHR-COOLEY
03-035-0042
10.10.1
10.10.2
NICHOLAS D BROWN
01-035-0046
N 0°06'W 126.1'
S 0°06'E 126.1'
N 89°54'E 100.0'
01-035-0019
N89°54'E 100.71'
01-035-0018
N 0°06'W 300.0'
S 0°06'E 300.0'
N 0°38'00" E
240.9'
140.6'
26.0'
10.6.3
10.3.1
140.6'
JERRY C MCNEELY
KATHERINE A MCNEELY
03-035-0034
10.6.2
79.3'
N 238.71'
S 238.71'
N 199.4'
10.2.3
JERRY CARLYLE &
KATHERINE ANN MCNEELY
NICHOLAS J. & MARION E. EASON
EASON FAMILY TRUST
10.2.2
DEER TRAIL SUB
S 89°54'W 139.4'
S 89°54'W 354.0'
(ELLEN IRENE PETERSON)
THIS AREA LEFT OUT FOR 400 N
S89°54'W 100.0'
S 89°45'E 100.7'
MOAB CITY

217 East Center Street
Moab, Utah 84532-2534

Phone: (435) 259-5121
Fax: (435) 259-4135

NOTICE OF CERTIFICATION OF ANNEXATION PETITION

Pursuant to Sections 10-2-807(2)(c)(i) and 10-2-808, U.C.A., the City of Moab, Utah, hereby gives notice as follows:

1. On October 27, 2025, a petition proposing the annexation of real property located at 486 River Sands Road, Moab, Utah, Grand County, and encompassing approximately 1.31 acres was filed with the City of Moab by Kali and Josh Bisco, representing Bisco Properties LLC.

2. On November 12, 2025, the Moab City Council accepted the Petition to be further considered and authorized the Petition to be certified by City Staff.

3. On December 8, 2025, City Staff certified that the Petition meets the requirements of Utah State Law and notice was provided to the Moab City Council, the contact sponsor, and the Grand County Commission.

4. The area proposed for annexation in the petition is described as follows:

   Description of a parcel of land located in the Southeast Quarter of Section 35, Township 25 South, Range 21 East, Salt Lake Base, Grand County, Utah, more particularly described as follows: Beginning at a point on the existing boundary of Moab City, said point being South 89°54'00" West 1461.00 feet and North 00°06'00" West 374.0 feet from the Southeast corner of Section 35, Township 25 South, Range 21 East, Salt Lake Base and Meridian, and proceeding with said boundary thence North 00°06'00" West 205.00 feet; thence North 08°32'00" East 272.22 feet; thence North 89°54'00" East 107.25 feet to a point on the existing boundary of Moab City; thence with said boundary South 00°24'00" West 474.14 feet; thence South 89°54'00" West 144.00 feet to the point of beginning, having an area of 63,763 square feet, 1.464 acres.

5. The complete Annexation Petition is available for inspection and copying at the Moab City Recorder's Office, 217 E. Center Street, Moab, Utah, Monday through Thursday between the hours of 8:00 a.m. and 5:00 p.m.

6. The City of Moab may grant the Petition and annex the above-described area unless a written protest to the Annexation Petition is filed with

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

   A copy of the protest must also be delivered to the Moab City Recorder at the address noted in paragraph 5 above on the same date that the protest is filed with the Grand County Boundary Commission.

A protest may only be filed by: (a) the legislative body or governing board of an affected entity; (b) an owner of rural real property located within the area proposed for annexation; or (c) an owner of private real property located in a mining protection area.

Any protest must be filed no later than Wednesday, January 7, 2026.

7. If no lawful protests are received, the Moab City Council will hold a public hearing on Tuesday, January 27, 2026, at 6:00 p.m. in the Moab City Council Chambers located at 217 E. Center St., Moab, Utah to consider the request to annex this property.

8. The area proposed for annexation to the City of Moab will also automatically be annexed to have Moab City provide law enforcement services. The area proposed for annexation is already within the service areas of the Moab Valley Fire Protection District and the Grand County Emergency Medical Services District, which will continue to provide fire protection, paramedic, and emergency services, as applicable.

(See attached for map.)

Sommar Johnson
Moab City Recorder
December 8, 2025

Certificate of Posting

Posted in the Moab City Offices at 217 E. Center St., Moab, Utah, on December 8, 2025.

Posted on the Moab City's website – www.moabcity.org on December 8, 2025.

Published on State of Utah's Public Meeting Notice Website – www.utah.gov/pmn on December 8, 2025.

Published in the Times-Independent on December 18, 2025, December 25, 2025, and January 1, 2026.

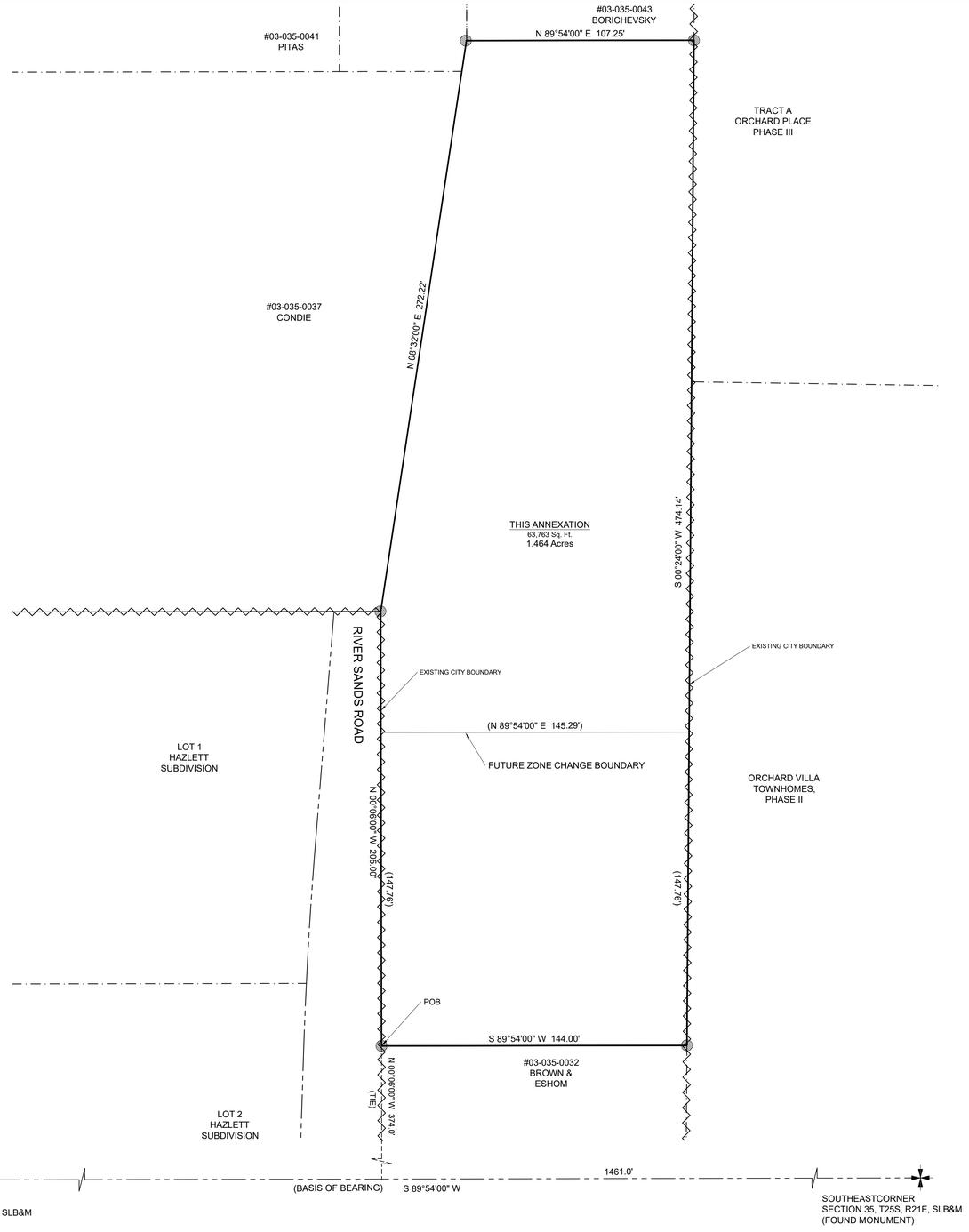
/s/ Sommar Johnson
City Recorder

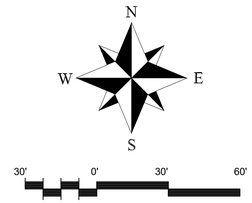
PLAT OF LOCAL ENTITY BOUNDARY

RIVER SANDS II ANNEXATION

GRAND COUNTY, UTAH

LOCATED IN THE SOUTHEAST QUARTER OF SECTIONS 35, T25S, R21E, SLB&M





SCALE: 1" = 30'

VICINITY MAP

NOT TO SCALE

SURVEYOR'S CERTIFICATION

I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7540504, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this Local Entity Plat in accordance with Section 17-23-20, have verified all measurements and monumented corners as shown on plat

Lucas Blake
License No. 7540504

DATE

LEGAL DESCRIPTION

Description of a parcel of land located in the Southeast Quarter of Section 35, Township 25 South, Range 21 East, Salt Lake Base, Grand County, Utah, more particularly described as follows: Beginning at a point on the existing boundary of Moab City, said point being South 89°54'00" West 1461.00 feet and North 00°06'00" West 374.0 feet from the Southeast corner of Section 35, Township 25 South, Range 21 East, Salt Lake Base and Meridian, and proceeding with said boundary thence North 00°06'00" West 205.00 feet; thence North 08°32'00" East 272.22 feet; thence North 89°54'00" East 107.25 feet to a point on the existing boundary of Moab City; thence with said boundary South 00°24'00" West 474.14 feet; thence South 89°54'00" West 144.00 feet to the point of beginning, having an area of 63,763 square feet, 1.464 acres.

STANDARD LEGEND

- SECTION MONUMENT
- BOUNDARY CORNER
- ANNEXATION BOUNDARY
- CURRENT CITY BOUNDARY
- PARCEL BOUNDARY

RED DESERT Land Surveying

88 E Center Street
Moab, UT 84532
435.259.8171

PROJECT TYPE:
LOCAL ENTITY BOUNDARY SURVEY

PROJECT ADDRESS:
RIVER SANDS ROAD

PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

PREPARED FOR:
BEN BYRD

DATE
11/07/2025

SHEET 1 OF 1

JOB NUMBER:
176-22

COUNTY RECORDER

STATE OF UTAH, GRAND COUNTY, RECORDED AT THE REQUEST OF

_____

DATE _____ BOOK _____ PAGE _____ FEE _____

_____
COUNTY RECORDER

APPROVAL AND ACCEPTANCE BY GRAND COUNTY COMMISSION

ON THIS _____ DAY, OF _____, 20_____.

_____ _____
COUNTY CLERK COMMISSION CHAIR

COUNTY SURVEYOR CERTIFICATE OF APPROVAL

APPROVED BY THE GRAND COUNTY SURVEYOR THIS

_____ DAY OF _____, 20____.

_____
GRAND COUNTY SURVEYOR

STAMP

LOCATED IN THE SOUTHEAST QUARTER OF
SECTIONS 35, T25S, R21E, SLB&M

SURVEYOR NOTES

THE BASIS OF BEARING IS S 89°54' W BETWEEN THE SOUTHEAST CORNERAND THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN.

THE INTENT OF THE SURVEY IS CREATE A BOUNDARY OF A PARCEL OF LAND FOR ANNEXATION INTO MOAB CITY, UTAH

CITY OF MOAB ORDINANCE 2026-01

AN ORDINANCE OF THE CITY COUNCIL OF MOAB ANNEXING THE BISCO PROPERTIES, LLC PROPERTY AT 486 RIV TO THE CITY OF MOAB AND ASSIGNING THE C-2 COMMERCIAL-RESIDENTIAL ZONE AND R-3 MULTI-HOUSEHOLD RESIDENTIAL ZONE TO THE PARCEL

The following findings describe the intent and purpose of this ordinance:

a. Bisco Properties, LLC, owns approximately 1.464 acres in Grand County as described in Exhibit 1 (the "Property"); and

b. On January 27, 2026, the Moab City Council (the "Council") held a regularly scheduled meeting during which time it reviewed and approved a pre-annexation agreement regarding the Property, Section 6 of which sets forth minimum project development standards for the Project that are contingent upon Bisco Properties, LLC filing an annexation petition and the Council approving the petition in accordance with the annexation procedures set forth in Utah Code, Title 10, Chapter 2, part 8 (the "Act"); and

c. On October 27, 2025, Bisco Properties, LLC, filed a petition (the "Petition") with the Council seeking to annex the Property into the City; and

d. The Property is unincorporated and has been proposed for development with allowed uses in the requested zoning designation, at the time of application; and

e. On November 12, 2025, the Council accepted the Petition for further consideration pursuant to U.C.A. 10-2-807; and

f. In accordance with U.C.A. 10-2-808, the Moab City Recorder certified the Petition and published notice of the same on December 8, 2025, thereby notifying the public to file protests by January 7, 2026; and

g. The Moab Planning Commission reviewed the Petition in a public meeting held on January XX, 2026, to review the annexation and the requested zoning for C2 (Commercial-Residential) and R3(Multi-Household Residential) Zones and found that the zone is acceptable for the types of uses proposed for the area; and

h. No protests that complied with the requirements of U.C.A. 10-2-810 were filed after publication of notice of the Petition; and

i. On January 27, 2026, the Council held a duly noticed public hearing on the Petition pursuant to U.C.A. 10-2-810(7); and

j. After receiving and considering public comment on the Petition, the Council has determined that the Property meets the requirements of Moab City's annexation policy plan; and

k. The Council has determined that the Property meets the annexation requirements of

Utah State Code, including but not limited to the annexation procedures set forth in the Act; and

l. The Council finds that the Petition meets the criteria for annexation of the Property into the City under the Act, including U.C.A. 10-2-804 and U.C.A. 10-2-811(10) because:

1. The Property is a contiguous area and is contiguous with City boundaries; and

2. The Property is located within the City's expansion area as specified in its annexation policy plan under Section 1.32.030 of the Moab Municipal Code; and

3. The Property is not incorporated within the boundaries of another municipality; and

4. The annexation will create an unincorporated island but complies with the requirements of U.C.A. 10-2-804 because it will reduce the size of an existing unincorporated peninsula and because: (i) Grand County and the City have agreed to the annexation; and (ii) the annexation is for the purpose of providing municipal services to the area; and

5. The Property will not be annexed for the sole purpose of acquiring municipal revenue or for retarding the capacity of any other municipality to annex into the same or related area; and

6. The Property does not include rural real property or private real property located in a mining protection area as those terms are defined in U.C.A. 10-2-801; and

7. The Property is not within 5,000 feet of the center line of any runway of an airport operated or to be constructed and operated by another municipality; and

8. The Property is not located within a "project area" as that term is defined in U.C.A. 63H-1-102(17).

m. The Council has held the appropriate public hearings, gave the appropriate public notice, and received public input pursuant to U.C.A. 10-2-810(7).

NOW, THEREFORE, BE IT ORDAINED by the Moab City Council that:

1. The Petition is approved and the property known as the Bisco Properties LLC Annexation, as described in "Exhibit 1" and illustrated on the attached plat, "Exhibit 2", and located at 486 River Sands Road, is hereby annexed into the City of Moab and the zoning designation, upon recommendation from the Planning Commission for said annexation, will be the C-4 General Commercial Zone.

2. This ordinance will take effect immediately upon its posting pursuant to U.C.A. 10-3-711 and 63G-30-102(1).

[execution on following page]

PASSED AND APPROVED this 27th day of January 2026, by a majority of the City of Moab City Council.

SIGNED:

_____ _____

Joette Langianese, Mayor Date

ATTEST:

_____

Sommar Johnson, Recorder

(Complete as Applicable)

Summary of ordinance posted to Moab City Website, the Utah Public Notice Website, and in a public location within the City boundaries pursuant to U.C.A. 10-3-711 and 63G-30-102 on

_____

Effective date of ordinance:_____

SUMMARY OF MOAB CITY ORDINANCE NO. 2026-01

On January 27, 2026, the Moab City Council enacted Ordinance No. 2026-01, annexing the Bisco Properties, LLC property at 486 River Sands Road to the City of Moab and assigning the zone of C-4 General Commercial to the parcel.

_____

By: Joette Langianese, Mayor

ATTEST

_____

Sommar Johnson, Recorder

Voting:

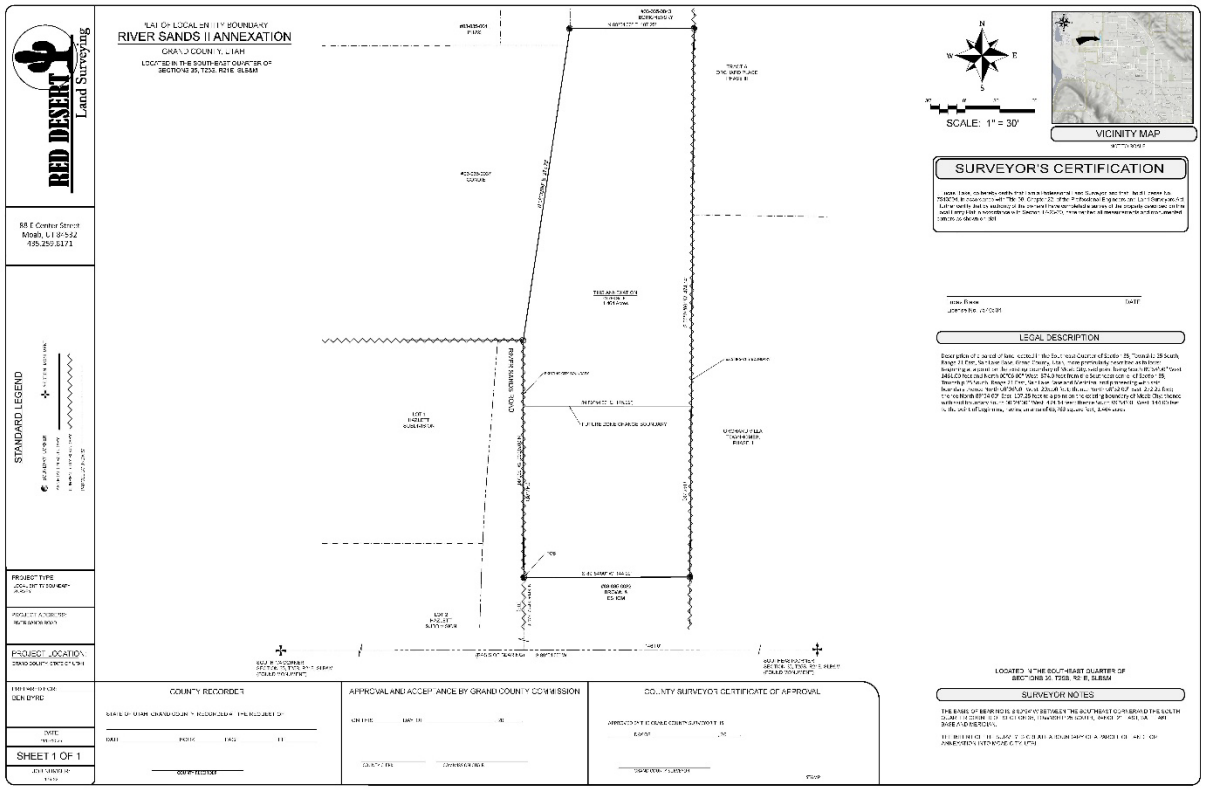
Council Member Knuteson-Boyd voting ___
Council Member Myers voting ___
Council Member Taylor voting ___
Council Member Topper voting ___
Council Member Wojciechowski voting ___

A complete copy of Ordinance No.2025-16 is available in the Moab City offices located at 217 E. Center Street, Moab, UT 84532.

"Exhibit 1"

Description of a parcel of land located in the Southeast Quarter of Section 35, Township 25 South, Range 21 East, Salt Lake Base, Grand County, Utah, more particularly described as follows: Beginning at a point on the existing boundary of Moab City, said point being South 89°54'00" West 1461.00 feet and North 00°06'00" West 374.0 feet from the Southeast corner of Section 35, Township 25 South, Range 21 East, Salt Lake Base and Meridian, and proceeding with said boundary thence North 00°06'00" West 205.00 feet; thence North 08°32'00" East 272.22 feet; thence North 89°54'00" East 107.25 feet to a point on the existing boundary of Moab City; thence with said boundary South 00°24'00" West 474.14 feet; thence South 89°54'00" West 144.00 feet to the point of beginning, having an area of 63,763 square feet, 1.464 acres.

“Exhibit 2”


PLAT OF LOCAL ENTITY BOUNDARY
RIVER SANDS II ANNEXATION
GRAND COUNTY, UTAH
LOCATED IN THE SOUTH-EAST QUARTER OF SECTION 35, T25S, R21E SLB&M
RED DESERT
Land Surveying
88 E Center Street
Moab, UT 84532
435.259.8171
STANDARD LEGEND
PROJECT TYPE
PROJECT LOCATION
SHEET 1 OF 1
SCALE: 1" = 30'
VICINITY MAP
SURVEYOR'S CERTIFICATION
LEGAL DESCRIPTION
SURVEYOR NOTES
COUNTY RECORDER
APPROVAL AND ACCEPTANCE BY GRAND COUNTY COMMISSION
COUNTY SURVEYOR'S CERTIFICATE OF APPROVAL

MOAB CITY COUNCIL AGENDA January 27, 2026

TITLE: Mid-Year Budget Amendment

DISPOSITION: Discussion and possible action

PRESENTER/S: Michael A. Black, AICP, City Manager

ATTACHMENT/S: 1. Proposed Mid-Year Amendment Line Item Detail

2. CITY OF MOAB RESOLUTION NO. 01-2026

STAFF RECOMMENDATION: Staff recommends that the City Council review and approve the mid-year budget adjustment.

Background

This budget amendment will only affect the following budgets:

1. General Fund
2. Water Fund
3. Sewer Fund
4. Stormwater Fund

All other budgets will remain the same and require no amendments at this time.

GENERAL FUND

Revenue Summary

General Fund revenues are performing as expected at mid-year, with tax revenues trending positively. The December distribution (reflecting October collections) exceeded projections, bringing year-to-date tax revenues back in line with prior years.

Several revenue categories are currently outperforming original projections and require budget adjustments:

- Permit Fees: +$119,500
- State Grants for Police Department: +$36,488

Updated auditing standards also require the City to explicitly budget for certain employee-related liabilities, such as accrued vacation. These liabilities have always existed and have been supported by the General Fund, but they must now be shown as both a revenue transfer and a corresponding departmental expense. These funds will only be expended through attrition and actual vacation payouts:

- Transfer from General Fund Restricted (employee-related liabilities): $397,980

In addition, the City received an insurance payment in the prior fiscal year for the replacement of the City Hall roof following hail damage. Those restricted funds must now be transferred into the operational budget to cover the associated expenditures in this fiscal year:

- Transfer from General Fund Restricted (City Hall roof replacement): $465,000

Total General Fund Revenue Increase: $1,018,968, allocated as follows:

- **Transfers from GF Restricted: $862,980**
- **Increases in General Revenues: $155,988 (permit fees and state grants)**

Expense Summary

Most adjustments to General Fund expenditures correspond directly to the restricted fund transfers described above. The two primary categories are:

1. Future Liabilities (formerly “unfunded liabilities”)
2. Insurance-funded City Hall roof replacement.

Each department with employees includes a corresponding increase to account for future liabilities, based on HR’s review and confirmed by the City’s auditors. These funds will carry forward year to year and are unlikely to be fully spent in any single fiscal year, as they are only expended through employee attrition and vacation payouts.

There are also modest increases to benefit costs citywide. These adjustments appear in each department under the line items “512 – Future Liabilities” and “513 – Benefits.”

- Total increase across all departments: $415,949.90

The expense for the City Hall roof replacement is included under “443-526 Facilities BLDG/GRDS Supplies/Maintenance.”

- Roof Replacement: $435,000
- General Bldg. Maintenance: $75,000

Other significant department-specific adjustments include:

- Parks: Several adopted-budget line items were transposed and are now corrected; there is no net increase beyond the liability and benefits adjustments.

- City Administration: Sustainability and Communications division expenses have been consolidated into the City Administration budget; again, no net increase beyond the liability and benefits adjustments.
- Police Department: An increase of $72,270 is required to account for the Council-approved payment for dispatch services. The adopted budget included $160,000; the actual amount paid was $232,270.

Summary of Major General Fund Expenditure Changes

1. **Future Liabilities (all GF departments): $415,949.90**
2. **Benefits (all GF departments): $77,585.19**
3. **City Hall Roof (insurance-funded expense): $435,000.00**
4. **General Bldg. Maintenance: $75,000**
5. **Dispatch Services Adjustment: $72,270.00**
6. **Miscellaneous Adjustments: $43,162.91**

Total General Fund Expenditure Increase: $1,118,968

ENTERPRISE FUNDS

Another recommendation from the auditors is to budget for depreciation in all Enterprise Funds. Depreciation does not involve any actual cash outflow; it simply reflects the calculated loss of value of capital equipment and facilities. These entries function as “contra-accounts,” serving as tracking mechanisms with no monetary impact on the budget. Budgeting for depreciation follows GAAP (Generally Accepted Accounting Principles) and is widely considered an accounting best practice.

Although the expense appears in the budget, the cash remains in the Enterprise Funds.

The Enterprise Fund adjustments are summarized as follows:

1. **Water Fund – Depreciation Expense: +$350,000**
2. **Sewer Fund – Depreciation Expense: +$450,000**
3. **Stormwater Fund – Depreciation Expense: +$375,000**

Proposed Motion:

“I move to adopt the FY 25-26 Mid-Year Budget Amendment as presented by Staff.”

RELEVANT LAWS, STUDIES & PLANS:

2025/26 Adopted Budget

RESPONSIBLE DEPARTMENT(s):

Administration

FINANCIAL IMPACT:

The impact is limited to the categories about. See above for detail.

MOAB CITY CORPORATION
Operational Budget Report
10 General Fund - 07/01/2025 to 01/21/2026
58.33% of the fiscal year has expired

	2024 Actual	2025 Actual	2026 Actual	2026 Approved Original Budget	2026 Jan Recom. Ammended Budget
Change In Net Position					
Revenue:					
Taxes					
310-300 SALES & USE TAXES	3,156,912.18	3,146,055.61	1,770,903.10	3,230,050.00	3,230,050.00
310-314 FRANCHISE TAXES	151,315.77	126,904.31	57,553.10	145,882.00	145,882.00
310-315 HIGHWAY TAXES	1,258,938.15	1,260,614.88	745,850.50	1,284,117.00	1,284,117.00
310-316 TRANSIENT ROOM TAXES	1,901,635.18	1,871,473.48	1,223,146.59	1,949,668.00	1,949,668.00
310-317 RESORT COMMUNITY TAXES	6,601,590.64	6,587,131.25	3,931,828.85	6,733,622.00	6,733,622.00
310-318 ENERGY TAXES	222,356.96	248,767.01	164,055.73	236,804.00	236,804.00
310-350 RAP TAXES	419,190.14	420,095.14	0.00	0.00	0.00
310-360 Property Taxes	0.00	3,549,781.38	3,407,338.40	3,351,250.00	3,351,250.00
Total Taxes	**13,711,939.02**	**17,210,823.06**	**11,300,676.27**	**16,931,393.00**	**16,931,393.00**
Licenses and permits					
Licenses					
320-326 FLAT BUSINESS LICENSES	51,756.00	43,928.00	18,875.80	55,532.00	55,532.00
320-327 SPECIAL EVENT LICENSES	23,393.34	19,309.00	3,786.00	25,744.00	25,744.00
Total Licenses	**75,149.34**	**63,237.00**	**22,661.80**	**81,276.00**	**81,276.00**
Planning/Zoning					
325-300 SIGN PERMITS	25.00	0.00	0.00	105.00	105.00
325-301 BUILDING PERMITS - CITY	49,792.60	45,192.88	57,163.14	52,500.00	112,000.42
325-302 BUILDING PERMITS - COMMERCIAL	38,086.86	97,038.74	26,055.40	120,000.00	120,000.00
325-303 1% BLDG PERMIT CHARGE	49.85	603.68	(378.30)	150.00	150.00
325-304 PLAN CHECK FEES	100,902.86	55,289.67	20,950.22	100,000.00	100,000.00
325-306 CODE ENFORCEMENT FINES	27,412.50	19,290.20	2,500.00	27,000.00	27,000.00
325-307 PLANNING & ZONING ALL OTHER FE	160,662.22	41,867.62	67,989.42	55,000.00	115,000.00
325-308 ANNEXATION FEES	0.00	600.00	0.00	0.00	0.00
325-309 OTHER LICENSES & PERMITS	50.00	30.00	85.00	53.00	53.00
325-310 PASSTHROUGH 3RD PARTY REVIEW	0.00	0.00	0.00	85,000.00	85,000.00
Total Planning/Zoning	**376,981.89**	**259,912.79**	**174,364.88**	**439,808.00**	**559,308.42**
Total Licenses and permits	**452,131.23**	**323,149.79**	**197,026.68**	**521,084.00**	**640,584.42**
Intergovernmental revenue					
335-380 PSafety - STATE LIQUOR FUND AL	27,288.89	36,927.24	0.00	30,000.00	30,000.00
Total Intergovernmental revenue	**27,288.89**	**36,927.24**	**0.00**	**30,000.00**	**30,000.00**
Charges for services					
340-301 SPECIAL SERVICES BY CITY DEPTS	0.00	0.00	10.00	0.00	0.00
340-306 TRANSITIONAL HOUSING RENT	11,659.15	8,500.00	(1,000.00)	5,000.00	5,000.00
345-320 GARBAGE BILLING / COLLECTION	90,708.13	16,213.28	0.00	0.00	0.00
345-330 REFUSE COLLECTION CHARGES	1,400,591.93	252,039.53	0.00	0.00	0.00
345-340 RECYLING COLLECTION CHARGES	111,278.28	18,253.77	0.00	0.00	0.00
Total Charges for services	**1,614,237.49**	**295,006.58**	**(990.00)**	**5,000.00**	**5,000.00**
Public safety					
350-330 PSafety - ANIMAL SHELTER FEES	6,401.08	9,648.24	3,280.00	6,721.00	6,721.00
350-340 PSafety - ANIMAL SHELTER INTER	9,096.27	4,230.00	4,305.11	9,551.00	9,551.00

	2024 Actual	2025 Actual	2026 Actual	2026 Approved Original Budget	2026 Jan Recom. Ammended Budget
350-351 PSafety - SECURITY SERVICES	85,364.63	73,343.41	8,700.00	100,000.00	100,000.00
350-353 PSafety - RECORDS FEES	4,984.60	6,820.00	2,480.00	5,234.00	5,234.00
350-354 PSafety - WITNESS FEES	261.00	48.50	37.00	274.00	274.00
350-355 PSafety - MISC STATE GRANTS	160,487.76	159,202.43	91,955.17	168,512.00	205,000.00
350-356 PSafety - DONATIONS	0.00	500.00	3,000.00	0.00	0.00
350-357 PSafety - EVIDENCE/LOST & FOUN	639.03	114.00	0.00	671.00	671.00
350-358 PSafety - VICTIM ADVOCATE GRAN	1,021.15	0.00	0.00	1,072.00	1,072.00
350-359 RESTITUTION	0.00	1,000.00	0.00	0.00	0.00
350-360 PSafety - FINES & PENALTIES	40,784.96	9,714.37	0.00	42,824.00	42,824.00
Total Public safety	**309,040.48**	**264,620.95**	**113,757.28**	**334,859.00**	**371,347.00**
Interest					
361-360 INTEREST INCOME	604,102.75	406,077.76	115,194.54	650,000.00	650,000.00
361-361 INTEREST PTIF	0.00	0.00	0.00	92,700.00	92,700.00
Total Interest	**604,102.75**	**406,077.76**	**115,194.54**	**742,700.00**	**742,700.00**
Film comm					
362-364 INACTIVE FILM SPECIAL EVENT FEES	100.00	0.00	0.00	0.00	0.00
Total Film comm	**100.00**	**0.00**	**0.00**	**0.00**	**0.00**
Miscellaneous revenue					
361-362 PROCEEDS FROM LT DEBT	0.00	209,246.26	0.00	0.00	0.00
362-320 PARK AND FACILITY RENTALS	16,045.00	20,075.00	5,685.00	17,000.00	17,000.00
362-321 PARK DEPOSITS	(450.00)	(1,350.00)	(300.00)	1,000.00	1,000.00
364-340 SALE OF REAL/PERS. PROPERTY	24,789.00	31,992.25	0.00	50,000.00	50,000.00
364-341 INSURANCE REBATE	5,428.00	5,432.00	6,801.00	0.00	0.00
369-300 OTHER	14,690.68	80,111.86	60,746.00	80,000.00	80,000.00
369-302 REBATES	7,279.79	4,922.96	7,432.82	5,000.00	5,000.00
369-304 SUSTAINABILITY GRANTS AND DONA	0.00	71,397.37	15,000.00	0.00	0.00
369-307 CARRY FORWARD BALANCE	0.00	0.00	0.00	679,417.00	679,417.00
369-308 CWDG GRANT	0.00	0.00	0.00	162,500.00	162,500.00
369-370 INSURANCE CLAIM PROCEEDS	173,266.33	669,209.12	7,704.06	0.00	0.00
Total Miscellaneous revenue	**241,048.80**	**1,091,036.82**	**103,068.88**	**994,917.00**	**994,917.00**
Contributions					
371-370 GRAND COUNTY CONTRIBUTION	0.00	0.00	13,540.00	0.00	0.00
371-373 PSafety - ANIMAL DEPOSITS NON-	850.00	1,245.00	625.00	300.00	300.00
Total Contributions	**850.00**	**1,245.00**	**14,165.00**	**300.00**	**300.00**
Transfers in					
390-320 OVERHEAD PAID FROM STORM WATER	0.00	90,000.00	0.00	92,700.00	92,700.00
390-330 OVERHEAD PAID FROM SEWER FUND	0.00	430,000.00	0.00	442,900.00	442,900.00
390-335 OVERHEAD PAID FROM CUL WATER F	0.00	430,000.00	0.00	442,900.00	442,900.00
390-336 OVERHEAD PAID FROM TRANSIT	50,000.00	0.00	0.00	51,500.00	51,500.00
390-340 GENERAL FUND BEG. BALANCE	0.00	0.00	0.00	836,054.00	836,054.00
390-341 TRANSFER FROM GF RESTRICTED	0.00	0.00	0.00	0.00	862,980.00
390-350 TRANSFER FROM OTHER FUNDS	0.00	0.00	0.00	350,000.00	350,000.00
Total Transfers in	**50,000.00**	**950,000.00**	**0.00**	**2,216,054.00**	**3,079,034.00**

MOAB CITY CORPORATION
Operational Budget Report
10 General Fund - 07/01/2025 to 01/21/2026
58.33% of the fiscal year has expired

	2024 Actual	2025 Actual	2026 Actual	2026 Approved Original Budget	2026 Jan Recom. Ammended Budget
Total Revenue:	**17,010,738.66**	**20,578,887.20**	**11,842,898.65**	**21,776,307.00**	**22,795,275.42**
Expenditures:					
General Government					
Administrative Services Department					
Attorney					
422-530 Attorney PROFESSIONAL & TECHNICAL	264,281.03	170,613.01	110,086.50	200,000.00	200,000.00
422-531 Attorney PUBLIC DEFENDER	38,818.75	36,120.00	22,512.00	35,000.00	35,000.00
422-532 Attorney PROSECUTION SERVICES	35,580.00	48,027.20	27,909.00	35,000.00	35,000.00
Total Attorney	**338,679.78**	**254,760.21**	**160,507.50**	**270,000.00**	**270,000.00**
Human resources					
411-510 Human Resources SALARIES	239,742.26	297,265.27	155,542.29	283,534.00	283,534.00
411-512 Human Resources FUTURE LIABILITY	0.00	0.00	0.00	0.00	12,396.00
411-513 Human Resources BENEFITS	125,152.43	151,372.53	79,182.42	144,482.00	146,480.12
411-515 Human Resources OVERTIME	404.91	1,269.75	0.00	1,500.00	1,500.00
411-521 Human Resources SUBSCRIPTIONS	1,079.08	1,381.36	1,087.64	1,000.00	1,000.00
411-522 Human Resources PUBLIC NOTICES	1,306.50	2,390.00	1,686.00	3,000.00	3,000.00
411-523 Human Resources TRAVEL\FOOD	0.00	0.00	86.00	0.00	0.00
411-524 Human Resources OFFICE SUPPLIES	915.05	773.30	703.70	1,500.00	1,500.00
411-525 Human Resources EQUIPMENT SUPPLIES/MAINT	0.00	256.46	0.00	0.00	0.00
411-528 Human Resources TELEPHONE	1,137.22	1,146.66	571.42	1,500.00	1,500.00
411-529 Human Resources EQUIPMENT RENTAL	2,819.28	2,585.04	1,799.57	3,500.00	3,500.00
411-531 Human Resources PROFESSIONAL & TECHNICAL	36,463.43	47,599.15	9,566.06	41,870.00	41,870.00
411-533 Human Resources EDUCATION	1,990.00	1,433.00	2,433.00	4,000.00	4,000.00
411-535 Human Resources OTHER	1,031.02	21,057.16	490.38	15,000.00	15,000.00
411-546 Human Resources SPECIAL DEPT SUPPLIES	797.60	1,135.97	0.00	2,000.00	2,000.00
411-550 Human Resources COPIER SUPPLIES	510.98	156.35	58.07	500.00	500.00
Total Human resources	**413,349.76**	**529,822.00**	**253,206.55**	**503,386.00**	**517,780.12**
Recorder					
415-510 Recorder SALARIES	178,245.45	198,568.89	119,204.69	247,251.00	247,251.00
415-512 Recorder FUTURE LIABILITY	0.00	0.00	0.00	0.00	9,364.00
415-513 Recorder EMPLOYEE BENEFITS	109,816.39	120,206.84	74,377.22	120,033.00	122,031.12
415-515 Recorder OVERTIME	0.00	0.00	0.00	500.00	500.00
415-521 Recorder SUBSCRIPTIONS/MEMBERSHIPS	886.05	425.00	175.00	1,000.00	1,000.00
415-522 Recorder PUBLIC NOTICES	5,409.60	4,133.30	3,377.80	6,000.00	6,000.00
415-523 Recorder TRAVEL\FOOD	612.20	147.77	0.00	1,000.00	1,000.00
415-524 Recorder OFFICE EXPENSE & SUPPLIES	6,006.54	5,071.49	2,544.58	4,000.00	4,000.00
415-525 Recorder EQUIPMENT SUPPLIES/MAINT	0.00	30.00	0.00	0.00	0.00
415-528 Recorder TELEPHONE	569.69	574.41	286.33	700.00	700.00
415-531 Recorder PROFESSIONAL & TECHNICAL	30,428.98	21,760.45	13,126.93	30,000.00	30,000.00
415-533 Recorder EDUCATION	1,901.25	6,420.54	5,762.61	8,000.00	8,000.00
415-546 Recorder SPECIAL DEPT SUPPLIES	2,089.29	1,353.98	0.00	1,500.00	1,500.00
415-550 Recorder COPIER SUPPLIES	3,252.70	3,367.57	2,555.02	3,500.00	3,500.00
Total Recorder	**339,218.14**	**362,060.24**	**221,410.18**	**423,484.00**	**434,846.12**
Info tech					

	2024 Actual	2025 Actual	2026 Actual	2026 Approved Original Budget	2026 Jan Recom. Ammended Budget
430-524 Info Tech OFFICE SUPPLIES	1,257.70	490.51	262.46	300.00	300.00
430-531 Info Tech PROFESSIONAL & TECHNICAL	196,774.17	205,910.17	85,085.00	205,000.00	205,000.00
430-532 Info Tech WEBSITE	10,721.44	22,039.99	7,819.68	30,000.00	30,000.00
430-533 Info Tech SOFTWARE SUBSCRIPTION	127,805.81	140,807.14	98,104.94	130,000.00	130,000.00
430-537 Info Tech DNS MONITORING	4,500.00	4,500.00	1,887.00	5,000.00	5,000.00
430-574 Info Tech MACHINERY & EQUIPMENT	0.00	55,318.83	12,640.90	150,000.00	150,000.00
Total Info tech	**341,059.12**	**429,066.64**	**205,799.98**	**520,300.00**	**520,300.00**
Election					
417-532 Election PROFESSIONAL/TECH GENERAL	13,494.02	0.00	9,065.81	35,000.00	35,000.00
Total Election	**13,494.02**	**0.00**	**9,065.81**	**35,000.00**	**35,000.00**
Finance					
420-510 Treasurer SALARIES	219,905.03	228,567.15	144,562.00	265,353.00	265,353.00
420-512 Treasurer FUTURE LIABILITY	0.00	0.00	0.00	0.00	11,969.00
420-513 Treasurer BENEFITS	142,360.77	161,774.94	85,201.09	169,358.00	172,091.84
420-515 Treasurer OVERTIME	0.00	508.75	0.00	1,000.00	1,000.00
420-521 Treasurer SUBSCRIPTIONS/MEMBERSHIP	16,672.12	334.00	259.00	1,000.00	1,000.00
420-523 Treasurer TRAVEL	0.00	0.00	97.69	7,000.00	7,000.00
420-524 Treasurer OFFICE SUPPLIES	14,022.58	13,946.24	7,664.58	18,000.00	18,000.00
420-525 Treasurer EQUIPMENT SUPPLIES/MAINT	385.98	0.00	0.00	2,500.00	2,500.00
420-528 Treasurer TELEPHONE	994.06	574.41	286.33	600.00	600.00
420-531 Treasurer PROFESSIONAL & TECHNICAL	13,159.00	9,481.65	3,846.66	13,000.00	13,000.00
420-533 Treasurer EDUCATION	3,500.16	6,033.57	2,477.71	5,000.00	5,000.00
420-535 Treasurer OTHER	0.00	161.98	29.40	0.00	0.00
420-536 Treasurer BANK HANDLING CHARGES	55,130.70	65,871.39	24,255.88	70,000.00	70,000.00
420-546 Treasurer SPECIAL DEPT SUPPLIES	601.86	824.47	1,670.76	1,500.00	1,500.00
420-563 Treasurer CASH OVER/SHORT	10.73	(10.00)	(0.50)	0.00	0.00
Total Finance	**466,742.99**	**488,068.55**	**270,350.60**	**554,311.00**	**569,013.84**
Elected					
413-510 Elected SALARIES	208,095.49	220,652.06	129,766.63	228,375.00	228,375.00
413-513 Elected BENEFITS	28,795.29	35,923.96	20,909.94	36,013.00	36,013.00
413-521 Elected SUBSCRIPTIONS/MEMBERSHIP	9,958.86	12,082.19	2,500.00	2,500.00	2,500.00
413-523 Elected TRAVEL\FOOD	7,236.14	17,022.09	2,664.73	20,000.00	20,000.00
413-524 Elected OFFICE SUPPLIES	166.55	336.61	0.00	0.00	0.00
413-528 Elected TELEPHONE	509.89	514.41	352.61	1,500.00	1,500.00
413-530 Elected FUEL	39.01	714.33	273.17	0.00	0.00
413-531 Elected PROFESSIONAL & TECHNICAL	20,110.20	78,000.00	6,000.00	0.00	0.00
413-533 Elected EDUCATION	848.57	141.28	51.12	2,500.00	2,500.00
413-535 Elected OTHER	0.00	400.00	147.05	0.00	0.00
413-546 Elected SPECIAL DEPT SUPPLIES	383.99	406.89	852.30	6,000.00	6,000.00
Total Elected	**276,143.99**	**366,193.82**	**163,517.55**	**296,888.00**	**296,888.00**
Administration					
414-510 Admin SALARIES	529,682.65	376,241.85	170,124.13	285,169.00	440,994.00
414-512 Admin FUTURE LIABILITY	0.00	0.00	0.00	0.00	27,255.00

	2024 Actual	2025 Actual	2026 Actual	2026 Approved Original Budget	2026 Jan Recom. Ammended Budget
414-513 Admin BENEFITS	156,155.59	154,864.19	81,131.81	143,381.00	229,547.12
414-515 Admin OVERTIME	795.06	0.00	222.40	1,000.00	3,300.00
414-521 Admin SUBSCRIPTIONS/MEMBERSHIP	5,804.93	2,871.71	10,462.98	22,500.00	25,730.00
414-522 Admin PUBLIC NOTICES	16,029.75	270.00	0.00	3,000.00	3,000.00
414-523 Admin TRAVEL\FOOD	23,486.30	9,789.28	2,158.81	6,500.00	8,546.00
414-524 Admin OFFICE SUPPLIES	2,534.17	2,833.20	1,271.03	2,000.00	6,364.00
414-525 Admin EQUIPMENT SUPPLIES/MAINT	4,094.11	1,400.41	129.73	2,000.00	2,000.00
414-526 Admin ADVERTISING/SOC MEDIA	0.00	0.00	256.50	0.00	23,284.00
414-528 Admin TELEPHONE	1,679.92	3,260.33	890.85	2,500.00	3,349.00
414-530 Admin FUEL	723.96	584.89	172.80	1,250.00	1,250.00
414-531 Admin PROFESSIONAL & TECHNICAL	129,062.54	78,248.09	64,500.00	207,000.00	257,000.00
414-533 Admin EDUCATION	455.00	149.00	434.31	3,500.00	4,500.00
414-535 Admin OTHER	8,883.10	11,352.52	10,620.33	5,000.00	5,700.00
414-546 Admin SPECIAL DEPT SUPPLIES	9,531.71	3,768.00	1,852.98	7,500.00	8,500.00
414-574 Admin MACHINERY & EQUIPMENT	0.00	20,632.36	9,228.42	0.00	0.00
Total Administration	**888,918.79**	**666,265.83**	**353,457.08**	**692,300.00**	**1,050,319.12**
General					
416-523 General TRAVEL/FOOD	0.00	14,903.20	12,245.53	12,500.00	12,500.00
416-524 General OFFICE EXPENSE & SUPPLY	4,045.50	3,630.72	4,155.93	2,500.00	2,500.00
416-525 General EQUIPMENT SUPPLIES & MAINT	0.00	2,130.00	0.00	0.00	0.00
416-527 General UTILITIES	49,014.59	57,820.46	32,321.66	55,000.00	55,000.00
416-528 General TELEPHONE/INTERNET	53,151.27	49,515.42	25,325.34	56,000.00	56,000.00
416-529 General RENT OF PROPERTY OR EQ	1,493.28	3,383.16	1,949.88	85,000.00	85,000.00
416-531 General PROFESSIONAL & TECHNIC	0.00	0.00	36,000.00	70,000.00	70,000.00
416-536 General EMPLOYEE HOUSING EXPEN	2,517.17	1,961.99	432.68	20,000.00	20,000.00
416-551 General INSURANCE	1,424.11	259,803.61	442,660.75	439,310.00	439,310.00
Total General	**111,645.92**	**393,148.56**	**555,091.77**	**740,310.00**	**740,310.00**
Total Administrative Services Department	**3,189,252.51**	**3,489,385.85**	**2,192,407.02**	**4,035,979.00**	**4,434,457.20**
Community Development Department					
CDD Admin					
446-510 CDD Admin SALARIES	0.00	173,618.94	89,305.94	161,954.00	194,776.33
446-512 CDD Admin FUTURE LIABILITY	0.00	0.00	0.00	0.00	11,828.00
446-513 CDD Admin BENEFITS	0.00	87,455.72	41,960.20	77,576.00	81,479.47
446-521 CDD Admin SUBSCRIPTION/MEMBERSHIP	0.00	759.77	0.00	1,000.00	1,000.00
446-523 CDD Admin TRAVEL	0.00	2,312.30	1,143.52	2,500.00	2,500.00
446-524 CDD Admin OFFICE SUPPLIES	0.00	1,233.56	652.34	2,500.00	2,500.00
446-528 CDD Admin TELEPHONE	0.00	128.95	0.00	1,200.00	1,200.00
446-531 CDD Admin PROFESSIONAL & TECHNICAL	0.00	8,500.00	17,645.20	50,000.00	50,000.00
446-533 CDD Admin EDUCATION	0.00	2,530.00	476.49	3,500.00	3,500.00
446-546 CDD Admin SPECIAL DEPT SUPPLIES	0.00	2,847.59	0.00	4,500.00	4,500.00
Total CDD Admin	**0.00**	**279,386.83**	**151,183.69**	**304,730.00**	**353,283.80**
Planning					
418-510 Planning SALARIES	314,702.43	122,945.55	72,962.07	249,477.00	216,654.67

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418-512 Planning FUTURE LIABILITY	0.00	0.00	0.00	0.00	10,064.00
418-513 Planning BENEFITS	168,987.96	63,664.45	45,917.03	159,995.00	158,460.33
418-515 Planning OVERTIME	258.10	621.51	0.00	1,000.00	1,000.00
418-521 Planning SUBSCRIPTION/MEMBERSHIP	3,858.96	2,555.00	2,123.69	3,500.00	3,500.00
418-523 Planning TRAVEL	0.00	879.49	521.83	2,500.00	2,500.00
418-524 Planning OFFICE SUPPLIES	10,487.60	2,672.98	(257.37)	3,750.00	3,750.00
418-525 Planning EQUIPMENT SUPPLIES/MAINT	0.00	3,573.47	3,043.29	0.00	0.00
418-528 Planning TELEPHONE	919.17	820.73	281.33	1,000.00	1,000.00
418-531 Planning PROFESSIONAL & TECHNICAL	63,450.98	18,295.00	811.85	100,000.00	71,000.00
418-533 Planning EDUCATION	455.00	1,007.80	300.00	2,500.00	2,500.00
418-535 Planning OTHER	0.00	0.00	249.19	1,000.00	1,000.00
418-546 Planning SPECIAL DEPARTMENTAL	1,227.56	31.34	0.00	1,000.00	1,000.00
Total Planning	**564,347.76**	**217,067.32**	**125,952.91**	**525,722.00**	**472,429.00**
Inspection					
424-510 Building SALARIES	206,546.98	250,150.03	141,226.81	279,812.00	279,812.00
424-512 Building FUTURE LIABILITY	0.00	0.00	0.00	0.00	11,970.00
424-513 Building BENEFITS	127,563.09	144,383.78	79,917.36	149,513.00	150,604.40
424-515 Building OVERTIME	15,413.45	15,676.28	6,459.55	13,000.00	13,000.00
424-521 Building SUBSCRIPTIONS/MEMBERSHIPS	2,983.00	2,825.35	2,997.58	3,500.00	3,500.00
424-523 Building TRAVEL	1,587.75	2,037.71	816.10	2,000.00	2,000.00
424-524 Building OFFICE SUPPLIES	517.02	676.16	34.46	700.00	700.00
424-528 Bluilding TELEPHONE	1,937.30	1,829.08	1,124.27	2,000.00	2,000.00
424-530 Building FUEL	921.40	1,527.40	409.97	2,000.00	2,000.00
424-531 Building PROFESSIONAL & TECHNICAL	72,177.80	2,274.63	30,413.45	85,000.00	85,000.00
424-533 Building EDUCATION	1,674.86	1,588.82	1,398.28	2,500.00	2,500.00
424-546 Building SPECIAL DEPT SUPPLIES	1,669.52	1,273.42	481.87	1,500.00	1,500.00
424-559 Building Vehicle Lease Payments	0.00	25,119.88	0.00	0.00	0.00
Total Inspection	**432,992.17**	**449,362.54**	**265,279.70**	**541,525.00**	**554,586.40**
Engineering					
419-510 Engineer SALARIES	437,163.64	420,844.46	297,649.29	511,973.00	511,973.00
419-512 Engineer FUTURE LIABILITY	0.00	0.00	0.00	0.00	17,400.00
419-513 Engineer BENEFITS	208,141.51	207,607.09	148,054.52	274,962.00	278,407.20
419-515 Engineer OVERTIME	13,764.87	14,469.00	2,150.37	20,000.00	20,000.00
419-516 Engineer UNEMPLOYMENT	0.00	0.00	743.88	0.00	0.00
419-521 Engineer SUBSCRIPTION/MEMBERSHIP	10,971.90	11,548.47	10,414.50	16,829.00	16,829.00
419-523 Engineer TRAVEL	3,979.03	1,865.94	0.00	4,000.00	4,000.00
419-524 Engineer OFFICE SUPPLIES	5,071.72	3,221.03	212.35	2,500.00	2,500.00
419-525 Engineer EQUIPMENT SUPPLIES/MAINT	131.63	3,804.24	3,385.23	500.00	500.00
419-528 Engineer TELEPHONE	1,623.58	1,805.95	987.46	2,920.00	2,920.00
419-530 Engineer FUEL	1,974.28	3,244.81	1,654.94	3,000.00	3,000.00
419-531 Engineer PROFESSIONAL & TECHNICAL	98,025.96	63,372.17	11,719.44	30,000.00	30,000.00
419-532 Engineer PLAN REVIEW SERVICES	0.00	0.00	5,221.25	12,500.00	12,500.00
419-533 Engineer EDUCATION	6,998.70	1,681.98	1,962.64	5,000.00	5,000.00
419-546 Engineer SPECIAL DEPT SUPPLIES	5,826.86	0.00	0.00	14,000.00	14,000.00

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419-569 Engineering VECHICLE LEASE PAYMENTS	0.00	56,974.75	0.00	0.00	0.00
Total Engineering	**793,673.68**	**790,439.89**	**484,155.87**	**898,184.00**	**919,029.20**
Communication & Outreach Division					
448-510 Communication SALARIES & WAGE	0.00	121,187.37	63,196.10	116,498.00	63,196.00
448-513 Communication EMPLOYEE BENEFI	0.00	55,079.30	31,924.92	52,566.00	31,925.00
448-515 Communication OVERTIME	0.00	1,801.10	0.00	2,300.00	0.00
448-521 Communication SUBSCRIPTION/MEMBERSHIP	0.00	861.47	119.99	1,000.00	120.00
448-522 Communication ADVERTISING/SOC MEDIA	0.00	24,801.00	12,216.26	35,500.00	12,216.00
448-523 Communication TRAVEL	0.00	0.00	0.00	500.00	0.00
448-524 Communication OFFICE SUPPLIES	0.00	655.62	0.00	800.00	0.00
448-528 Communication TELEPHONE	0.00	0.00	0.00	600.00	0.00
448-533 Communication EDUCATION	0.00	100.00	0.00	1,000.00	0.00
448-535 Communication OTHER	0.00	5.00	0.00	700.00	0.00
448-546 Communication SPECIAL DEPT SUPPLIES	0.00	346.83	0.00	1,000.00	0.00
Total Communication & Outreach Division	**0.00**	**204,837.69**	**107,457.27**	**212,464.00**	**107,457.00**
Sustainability					
454-510 Sustainability SALARIES & WAGE	99,081.87	128,731.95	96,203.52	197,263.00	94,740.00
454-513 Sustainability EMPLOYEE BENEFI	38,023.68	47,771.21	37,053.55	100,259.00	36,732.00
454-515 Sustainability OVERTIME	0.00	515.04	0.00	0.00	0.00
454-521 Sustainability SUBSCRIPTIONS	3,550.00	4,110.00	1,800.00	4,150.00	1,800.00
454-522 Sustainability PUBLIC NOTICES	513.00	0.00	0.00	0.00	0.00
454-523 Sustainability TRAVEL\FOOD	2,350.96	2,049.71	6,454.33	8,000.00	6,454.00
454-524 Sustainability OFFICE EXPENSE	477.93	902.20	436.02	4,000.00	436.00
454-528 Sustainability TELEPHONE	509.69	514.41	430.63	600.00	351.00
454-531 Sustain PROF/TECH. SERVICE	54,300.67	8,619.19	0.00	50,000.00	0.00
454-570 Sustainability PROJECTS	5,375.26	171,362.45	(112,696.95)	0.00	0.00
Total Sustainability	**204,183.06**	**364,576.16**	**29,681.10**	**364,272.00**	**140,513.00**
Community contribution					
460-502 Community Contribution SEEKHAVEN	15,000.00	0.00	15,000.00	15,000.00	15,000.00
460-503 Community Contribution MULTICULTURAL CENTER	20,000.00	0.00	0.00	20,000.00	20,000.00
460-504 Community Contribution MOAB FREE HEALTH CLINIC	15,000.00	0.00	0.00	15,000.00	15,000.00
460-505 Community Contribution MOAB INFORMATION	10,000.00	20,000.00	0.00	10,000.00	10,000.00
460-506 Community Contribution MOAB SOLUTIONS	10,000.00	0.00	10,000.00	10,000.00	10,000.00
460-510 Community Contribution RAP DISTRIBUTION	102,000.00	83,000.00	0.00	0.00	0.00
460-515 Community Contribution SOCIAL SERVICE	0.00	0.00	0.00	75,000.00	0.00
460-575 Community Contribution SHELTER SERVICES	10,000.00	0.00	0.00	0.00	0.00
460-584 Community Contribution GRAND COUNTY 7/4	17,975.05	0.00	9,000.00	0.00	9,000.00
Total Community contribution	**199,975.05**	**103,000.00**	**34,000.00**	**145,000.00**	**79,000.00**
Total Community Development Department	**2,195,171.72**	**2,408,670.43**	**1,197,710.54**	**2,991,897.00**	**2,626,298.40**
Total General Government	**5,384,424.23**	**5,898,056.28**	**3,390,117.56**	**7,027,876.00**	**7,060,755.60**
Public safety					
Police					
421-510 Police SALARIES	2,191,830.23	2,304,226.64	1,312,320.55	2,321,402.00	2,353,902.00

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421-512 Police FUTURE LIABILITY	0.00	0.00	0.00	0.00	198,816.00
421-513 Police BENEFITS	1,143,487.26	1,217,927.87	712,992.70	1,424,192.00	1,463,240.04
421-514 Police UNIFORM ALLOWANCE	10,705.30	17,453.67	6,941.15	25,000.00	25,000.00
421-515 Police OVERTIME	92,878.83	64,963.45	13,685.92	80,000.00	80,000.00
421-516 Police UNEMPLOYMENT	7,591.96	0.00	0.00	0.00	0.00
421-519 Police LINE OF DUTY	106,000.00	105,500.00	54,000.00	120,000.00	120,000.00
421-521 Police SUBSCRIPTIONS	114,142.43	181,655.57	50,612.02	200,000.00	200,000.00
421-523 Police TRAVEL\FOOD	16,696.29	16,480.46	8,534.76	30,000.00	30,000.00
421-524 Police OFFICE SUPPLIES	8,359.23	9,832.76	3,370.49	8,000.00	8,000.00
421-525 Police EQUIPMENT SUPPLIES/MAINT	107,436.05	97,224.67	21,014.45	38,000.00	38,000.00
421-526 Police BLDG/GRDS-SUPPL. & MAIN	0.00	15.00	0.00	0.00	0.00
421-528 Police TELEPHONE	21,133.73	12,437.44	14,223.22	23,600.00	23,600.00
421-529 Police EQUIPMENT RENTAL	11,185.90	5,961.68	5,231.60	10,000.00	10,000.00
421-530 Police FUEL	75,495.55	73,704.06	32,382.15	80,000.00	80,000.00
421-531 Police PROFESSIONAL & TECHNICAL	71,793.57	50,654.92	12,795.99	164,000.00	164,000.00
421-533 Police EDUCATION	10,194.99	12,268.97	3,507.59	10,000.00	10,000.00
421-535 Police OTHER	13,266.23	3,725.96	3,041.43	10,000.00	10,000.00
421-536 Police DISPATCH SERVICES	0.00	0.00	232,270.29	160,000.00	232,270.00
421-546 Police SPECIAL DEPT SUPPLIES	28,448.91	17,616.89	1,873.60	20,000.00	20,000.00
421-547 Police COMMUNITY OUTREACH	2,733.68	3,414.41	436.14	15,000.00	15,000.00
421-548 Police VEST REPLACEMENT	2,083.35	408.88	0.00	5,000.00	5,000.00
421-549 Police INITIAL UNIFORM GEAR	18,788.85	11,172.59	5,728.05	10,000.00	10,000.00
421-569 Police VECHICLE LEASE PAYMENTS	0.00	17,537.98	41,795.09	0.00	0.00
421-572 Police SPECIAL EVENTS	9,493.22	5,992.07	0.00	5,000.00	5,000.00
421-574 Police MACHINERY & EQUIPMENT	68,728.82	28,266.32	5,082.43	25,000.00	25,000.00
421-575 Police JAG GRANT EXPENSES	575.25	1,670.52	0.00	1,671.00	1,671.00
421-600 Police Lease liability principal	61,369.08	168,679.85	0.00	0.00	0.00
421-601 Police Lease liability interest	1,749.53	6,979.52	0.00	0.00	0.00
Total Police	**4,196,168.24**	**4,435,772.15**	**2,541,839.62**	**4,785,865.00**	**5,128,499.04**
Victims advocate					
423-510 Victim Advocate SALARIES	137,578.66	157,748.49	80,340.94	151,511.00	151,511.00
423-512 Victim Advocate FUTURE LIABILITY	0.00	0.00	0.00	0.00	6,908.00
423-513 Victim Advocate BENEFITS	53,774.98	59,050.19	31,637.96	81,434.00	82,145.36
423-515 Victim Advocate OVERTIME	0.00	10,938.04	4,116.84	12,000.00	12,000.00
423-521 Victim Advocate SUBSCRIPTIONS/MEMBERSHIP	0.00	1,327.00	1,500.00	1,500.00	1,500.00
423-523 Victim Advocate TRAVEL	784.32	1,257.65	0.00	1,500.00	1,500.00
423-524 Victim Advocate OFFICE SUPPLIES	852.31	963.16	42.63	1,000.00	1,000.00
423-525 Victim Advocate EQUIPMENT SUPPLIES/MAINT	34.44	0.00	0.00	300.00	300.00
423-530 Victim Advocate FUEL	505.71	678.23	94.32	1,000.00	1,000.00
423-533 Victim Advocate EDUCATION	0.00	1,350.97	0.00	1,000.00	1,000.00
423-535 Victim Advocate OTHER	819.00	1,217.36	22.34	1,000.00	1,000.00
423-546 Victim Advocate SPECIAL DEPT SUPPLIES	1,452.62	599.99	13.50	1,500.00	1,500.00
Total Victims advocate	**195,802.04**	**235,131.08**	**117,768.53**	**253,745.00**	**261,364.36**
Beer tax					

	2024 Actual	2025 Actual	2026 Actual	2026 Approved Original Budget	2026 Jan Recom. Ammended Budget
425-574 Beer Tax EQUIPMENT	20,587.42	33,285.07	251.46	30,000.00	30,000.00
Total Beer tax	**20,587.42**	**33,285.07**	**251.46**	**30,000.00**	**30,000.00**
Code Enforcement					
426-510 Code Enforcement SALARIES	152,339.05	155,215.97	85,309.53	200,872.00	200,872.00
426-512 Code Enforcement FUTURE LIABILITY	0.00	0.00	0.00	0.00	7,195.00
426-513 Code Enforcement BENEFITS	96,613.86	98,629.35	58,044.96	112,571.00	114,042.44
426-514 Code Enforcement UNIFORM ALLOWANCE	1,086.81	(64.78)	0.00	0.00	0.00
426-515 Code Enforcement OVERTIME	7,145.15	1,047.32	0.00	10,000.00	10,000.00
426-516 Code Enforcement UNEMPLOYMENT	619.40	0.00	0.00	0.00	0.00
426-521 Code Enforcementl SUBSCRIPTION/MEMBERSHIP	181.00	0.00	209.41	500.00	500.00
426-523 Code Enforcement TRAVEL\FOOD	2,712.00	222.00	610.64	2,000.00	2,000.00
426-524 Code Enforcement OFFICE SUPPLIES	569.97	544.55	618.61	0.00	0.00
426-525 Code Enforcement EQUIPMENT SUPPLIES/MAINT	2,770.37	1,785.58	77.49	2,000.00	2,000.00
426-527 Code Enforcementl UTILITIES	7,432.13	1,274.28	1,385.63	0.00	0.00
426-528 Code Enforcement TELEPHONE	1,368.95	0.00	0.00	0.00	0.00
426-530 Code Enforcement FUEL	8,357.50	7,954.01	4,044.06	8,000.00	8,000.00
426-531 Code Enforcement PROFESSIONAL & TECHNICAL	1,692.56	2,066.30	0.00	0.00	0.00
426-533 Code Enforcement EDUCATION	0.00	310.00	345.00	1,000.00	1,000.00
426-535 Code Enforcement OTHER	909.59	2,985.63	385.16	5,000.00	5,000.00
426-546 Code Enforcement SPECIAL DEPT SUPPLIES	2,865.85	263.90	49.78	500.00	500.00
Total Code Enforcement	**286,664.19**	**272,234.11**	**151,080.27**	**342,443.00**	**351,109.44**
Animal shelter					
427-510 Animal Shelter SALARIES	91,123.29	122,812.00	72,676.61	137,243.00	137,243.00
427-512 Animal Shelter FUTURE LIABILTIY	0.00	0.00	0.00	0.00	6,620.00
427-513 Animal Shelter BENEFITS	31,357.98	36,673.01	20,934.55	45,657.00	46,012.68
427-515 Animal Shelter OVERTIME	336.06	0.00	278.60	1,000.00	1,000.00
427-524 Animal Shelter OFFICE EXPENSE &	52.70	0.00	501.83	1,000.00	1,000.00
427-526 Animal Shelter BLDG/GRDS-SUPPLIES	371.64	255.56	32.45	2,000.00	2,000.00
427-527 Animal Shelter UTILITIES	3,503.64	9,780.88	4,989.27	12,000.00	12,000.00
427-528 Animal Shelter TELEPHONE	0.00	579.22	808.19	1,000.00	1,000.00
427-531 Animal Shelter PROFESSIONAL & TECHNICAL	372.16	1,706.36	990.56	2,000.00	2,000.00
427-546 Animal Shelter SPECIAL DEPT SUPPLIES	2,160.26	3,689.06	211.91	5,000.00	5,000.00
Total Animal shelter	**129,277.73**	**175,496.09**	**101,423.97**	**206,900.00**	**213,875.68**
Total Public safety	**4,828,499.62**	**5,151,918.50**	**2,912,363.85**	**5,618,953.00**	**5,984,848.52**
Public Works Department					
Streets					
440-510 Streets SALARIES	415,478.17	345,087.10	152,426.58	428,521.00	428,521.00
440-512 Streets FUTURE LIABILITY	0.00	0.00	0.00	0.00	19,361.90
440-513 Streets BENEFITS	215,349.79	190,832.66	86,846.61	266,037.00	271,387.98
440-515 Streets OVERTIME	17,158.58	26,175.60	7,261.42	35,000.00	35,000.00
440-521 Streets SUBSCRIPTION/MEMBERSHIP	0.00	0.00	100.00	400.00	400.00
440-523 Streets TRAVEL	3,460.49	2,845.22	0.00	7,000.00	7,000.00
440-524 Streets OFFICE SUPPLIES	331.50	317.53	167.25	500.00	500.00

	2024 Actual	2025 Actual	2026 Actual	2026 Approved Original Budget	2026 Jan Recom. Ammended Budget
440-525 Streets EQUIPMENT SUPPLIES/MAINT	135.04	86.94	252.16	2,500.00	2,500.00
440-526 Streets BLDG/GRDS SUPPLIES/MAINT	1,722.87	2,268.22	(20.00)	4,000.00	4,000.00
440-527 Streets UTILITIES	25,013.69	26,174.25	11,653.97	20,000.00	20,000.00
440-528 Streets TELEPHONE	2,910.12	2,939.70	1,372.51	3,900.00	3,900.00
440-529 Streets EQUIPMENT RENTAL	0.00	0.00	0.00	8,000.00	8,000.00
440-531 Streets PROFESSIONAL & TECHNICAL	20,516.15	18,602.29	2,728.50	10,750.00	10,750.00
440-533 Streets EDUCATION	3,590.00	5,346.75	1,250.00	10,000.00	10,000.00
440-535 Streets OTHER	77.89	70.46	100,000.00	500.00	500.00
440-542 Streets STREET LIGHTS	78,606.50	88,742.67	42,664.63	80,000.00	80,000.00
440-546 Streets SPECIAL DEPT SUPPLIES	8,759.52	5,869.17	40,541.18	50,000.00	50,000.00
440-569 Streets LEASE PAYMENT	0.00	0.00	48,814.00	0.00	0.00
Total Streets	**793,110.31**	**715,358.56**	**496,058.81**	**927,108.00**	**951,820.88**
Safety					
441-531 Safety PROFESSIONAL & TECHNICAL	7,687.65	3,337.45	1,355.00	10,000.00	10,000.00
441-533 Safety EDUCATION	0.00	2,375.00	0.00	9,500.00	9,500.00
441-534 Safety UNIFORMS	0.00	0.00	29,485.73	40,000.00	40,000.00
441-535 Safety OTHER	12,490.02	45,487.66	19,132.26	35,000.00	35,000.00
441-546 Safety SPECIAL DEPT SUPPLIES	10,085.83	8,986.98	1,755.59	10,000.00	10,000.00
Total Safety	**30,263.50**	**60,187.09**	**51,728.58**	**104,500.00**	**104,500.00**
Sanitation					
442-531 Sanitation PROFESSIONAL & TECHNICAL GARBAGE	1,280,228.95	260,390.03	0.00	0.00	0.00
442-532 Sanitation PROFESSIONAL & TECHNICAL RECYCLE	231,573.26	18,193.77	0.00	0.00	0.00
Total Sanitation	**1,511,802.21**	**278,583.80**	**0.00**	**0.00**	**0.00**
Facilities					
443-510 Facilities SALARIES	608,864.36	596,049.84	338,536.47	668,512.00	668,512.00
443-512 Facilities FUTURE LIABILITY	0.00	0.00	0.00	0.00	29,728.00
443-513 Facilities BENEFITS	354,792.38	351,918.59	198,994.87	406,430.00	412,136.66
443-515 Facilities OVERTIME	5,134.93	7,342.01	181.77	23,000.00	23,000.00
443-521 Facilities SUBSCRIPTION/MEMBERSHIP	100.00	0.00	0.00	300.00	300.00
443-523 Facilities TRAVEL	0.00	2,080.48	1,417.74	3,500.00	3,500.00
443-524 Facilities OFFICE SUPPLIES	330.28	574.72	224.59	800.00	800.00
443-525 Facilities EQUIPMENT SUPPLIES/MAINT	2,885.39	926.19	302.73	6,000.00	6,000.00
443-526 Facilities BLDG/GRDS SUPPLIES/MAINT	33,616.32	195,222.54	477,044.47	0.00	510,000.00
443-527 Facilities UTILITIES	7,761.00	10,094.99	5,550.42	11,000.00	11,000.00
443-528 Facilities TELEPHONE	4,101.00	4,544.37	2,413.06	4,500.00	4,500.00
443-529 Facilities EQUIPMENT RENTAL	0.00	200.00	0.00	800.00	800.00
443-530 Facilities FUEL	4,525.57	7,695.52	4,549.32	9,000.00	9,000.00
443-531 Facilities PROFESSIONAL & TECHNICAL	64,097.36	81,812.87	52,167.37	80,000.00	80,000.00
443-533 Facilities EDUCATION	1,707.70	2,665.00	920.00	25,000.00	25,000.00
443-535 Facilities OTHER	0.00	100.00	0.00	0.00	0.00
443-536 Facilities - CITY CENTER	0.00	4,722.54	0.00	0.00	0.00
443-537 Facilities - MARC	987.25	0.00	0.00	0.00	0.00
443-538 Facilities - CENTER STREET GYM	78.41	0.00	0.00	0.00	0.00
443-546 Facilities SPECIAL DEPARTMENTAL	9,580.54	6,566.37	3,584.84	10,000.00	10,000.00

	2024 Actual	2025 Actual	2026 Actual	2026 Approved Original Budget	2026 Jan Recom. Ammended Budget
Total Facilities	**1,098,562.49**	**1,272,516.03**	**1,085,887.65**	**1,248,842.00**	**1,794,276.66**
Vehicle maintenance					
444-510 Fleet SALARIES	192,694.84	182,589.36	111,593.94	186,933.00	186,933.00
444-512 Fleet FUTURE LIABILITY	0.00	0.00	0.00	0.00	8,523.00
444-513 Fleet BENEFITS	114,812.65	106,859.89	66,541.83	115,721.00	117,719.12
444-515 Fleet OVERTIME	468.80	1,375.73	81.56	1,500.00	1,500.00
444-521 Fleet SUPSCRIPTION/MEMBERSHIP	1,635.52	0.00	0.00	0.00	0.00
444-523 Fleet TRAVEL	420.16	0.00	0.00	1,000.00	1,000.00
444-525 Fleet EQUIPMENT SUPPLIES/MAINT	17,309.17	16,670.82	11,899.54	25,000.00	25,000.00
444-526 Fleet BLDG/GRDS SUPPLIES/MAINT	2,012.05	14,662.09	1,334.80	17,800.00	17,800.00
444-528 Fleet TELEPHONE	1,200.75	1,159.15	573.45	1,620.00	1,620.00
444-529 Fleet EQUIPMENT RENTAL	0.00	0.00	0.00	500.00	500.00
444-530 Fleet FUEL	2,078.36	1,982.70	1,744.68	3,000.00	3,000.00
444-531 Fleet PROFESSIONAL & TECHNICAL	8,887.86	4,200.00	10,978.25	15,875.00	15,875.00
444-533 Fleet EDUCATION	745.00	150.00	0.00	3,100.00	3,100.00
444-535 Fleet OTHER	70.34	61.48	0.00	1,000.00	1,000.00
444-546 Fleet SPECIAL DEPT SUPPLIES	19,005.65	13,230.74	5,047.14	23,200.00	23,200.00
444-551 Fleet EQUIPMENT MAINT GENERAL	7,830.44	20,065.84	4,379.64	26,500.00	26,500.00
444-552 Fleet EQUIPMENT MAINT STREETS	15,236.43	12,904.99	12,870.97	15,000.00	15,000.00
444-553 Fleet EQUIPMENT MAINT FACILITIES	797.23	1,561.01	764.15	5,000.00	5,000.00
Total Vehicle maintenance	**385,205.25**	**377,473.80**	**227,809.95**	**442,749.00**	**453,270.12**
PW Administration					
445-510 PW Admin SALARIES	72,182.20	276,938.89	154,677.82	270,103.00	270,103.00
445-512 PW Admin FUTURE LIABILITY	0.00	0.00	0.00	0.00	11,795.00
445-513 PW Admin BENEFITS	30,490.66	129,135.60	69,544.26	118,292.00	119,646.74
445-521 PW Admin SUBSCRIPTION/MEMBERSHIP	150.00	0.00	265.00	500.00	500.00
445-523 PW Admin TRAVEL	769.71	1,546.09	3,415.36	10,000.00	10,000.00
445-524 PW Admin OFFICE SUPPLIES	3,829.75	3,295.34	1,568.50	4,080.00	4,080.00
445-526 PW Admin BLDG/GRDS SUPPLIES/MAINT	6,782.60	540.42	0.00	6,500.00	6,500.00
445-527 PW Admin UTILITIES	7,914.70	7,668.64	2,908.88	10,000.00	10,000.00
445-528 PW Admin TELEPHONE	2,247.61	2,266.16	1,861.28	2,250.00	2,250.00
445-529 PW Admin EQUIPMENT RENTAL	3,280.00	3,080.00	1,200.00	3,280.00	3,280.00
445-530 PW Admin FUEL	656.44	1,434.32	541.00	2,000.00	2,000.00
445-533 PW Admin EDUCATION	100.00	225.25	1,132.00	1,500.00	1,500.00
445-535 PW Admin OTHER	1,596.95	1,791.43	0.00	1,700.00	1,700.00
445-546 PW Admin SPECIAL DEPT SUPPLIES	2,038.69	1,429.60	175.72	1,500.00	1,500.00
Total PW Administration	**132,039.31**	**429,351.74**	**237,289.82**	**431,705.00**	**444,854.74**
Total Public Works Department	**3,950,983.07**	**3,133,471.02**	**2,098,774.81**	**3,154,904.00**	**3,748,722.40**
Parks and public property					
Parks O&M					
450-523 Parks Admin TRAVEL	317.80	0.00	0.00	0.00	0.00
450-524 Parks Admin OFFICE SUPPLIES	213.48	0.00	0.00	0.00	0.00
451-510 Parks SALARIES	457,155.15	0.00	277,410.23	549,741.00	549,741.00

	2024 Actual	2025 Actual	2026 Actual	2026 Approved Original Budget	2026 Jan Recom. Ammended Budget
451-512 Parks FUTURE LIABILITY	0.00	0.00	0.00	0.00	24,821.00
451-513 Parks BENEFITS	256,376.29	0.00	0.00	321,098.00	325,517.90
451-515 Parks OVERTIME	18,040.79	0.00	6,566.21	20,000.00	20,000.00
451-521 Parks SUBSCRIPTION/MEMBERSHIP	0.00	0.00	0.00	23,000.00	1,200.00
451-523 Parks TRAVEL	2,317.86	0.00	2,344.69	250.00	23,000.00
451-524 Parks OFFICE SUPPLIES	0.00	0.00	55.74	7,500.00	250.00
451-525 Parks EQUIPMENT SUPPLIES/MAINT	6,392.86	0.00	1,123.07	70,000.00	7,500.00
451-526 Parks BLDG/GRDS SUPPLIES/MAINT	39,487.56	0.00	18,470.73	90,000.00	70,000.00
451-527 Parks UTILITIES	79,402.07	0.00	39,260.96	5,000.00	90,000.00
451-528 Parks TELEPHONE	4,235.75	0.00	2,385.99	5,000.00	5,000.00
451-529 Parks EQUIPMENT RENTALS	0.00	0.00	1,076.70	31,000.00	5,000.00
451-530 Parks FUEL	21,840.95	0.00	11,917.98	30,000.00	31,000.00
451-531 Parks PROFESSIONAL & TECHNICAL	109,316.77	0.00	19,357.96	4,066.00	30,000.00
451-533 Parks EDUCATION	6,602.32	0.00	3,175.00	500.00	500.00
451-535 Parks OTHER	46.80	0.00	0.00	15,000.00	15,000.00
451-546 Parks SPECIAL DEPARTMENTAL	27,279.82	0.00	3,091.19	0.00	0.00
451-571 Park GARBAGE & RECYCLING	10,842.00	0.00	0.00	15,000.00	15,000.00
451-572 Parks UTILITIES	0.00	0.00	(64.57)	0.00	0.00
451-574 Parks MACHINERY & EQUIPMENT	0.00	77,862.36	0.00	0.00	0.00
Total Parks O&M	**1,039,868.27**	**77,862.36**	**386,171.88**	**1,187,155.00**	**1,213,529.90**
Total Parks and public property	**1,039,868.27**	**77,862.36**	**386,171.88**	**1,187,155.00**	**1,213,529.90**
Transfers out					
480-831 TRANSFER TO DEBT SERVICE FUND	106,735.00	395,339.00	0.00	0.00	0.00
480-861 TRANSFER TO CAPITAL PROJ. FUND	1,877,574.00	3,250,000.00	0.00	3,351,250.00	3,351,250.00
480-870 TRANSFER TO AFFORD HOUSING FUN	876,655.00	660,000.00	0.00	0.00	0.00
480-871 TRANSFER TO TRAILS FUND	30,000.00	35,000.00	0.00	36,750.00	36,750.00
480-872 TRANSFER TO VEHICLE FUND	0.00	0.00	0.00	25,000.00	25,000.00
480-873 TRANSFER TO RAP TAX FUND	0.00	1,200,000.00	0.00	0.00	0.00
480-886 TRANSFER - RECREATION FUND	1,243,698.00	2,100,672.00	0.00	1,354,419.00	1,354,419.00
480-895 TRANSFER TO TRANSIT AND PARKIN	19,279.00	270,000.00	0.00	20,000.00	20,000.00
Total Transfers out	**4,153,941.00**	**7,911,011.00**	**0.00**	**4,787,419.00**	**4,787,419.00**
Total Expenditures:	**19,357,716.19**	**22,172,319.16**	**8,787,428.10**	**21,776,307.00**	**22,795,275.42**
Total Change In Net Position	**(2,346,977.53)**	**(1,593,431.96)**	**3,055,470.55**	**0.00**	**0.00**

MOAB CITY CORPORATION
Operational Budget Report
51 Water Fund - 07/01/2025 to 01/21/2026
58.33% of the fiscal year has expired

	2024 Actual	2025 Actual	2026 Actual	2026 Approved Original Budget	2026 Jan Recom. Ammended Budget
Income or Expense					
Income From Operations:					
Operating income					
363-330 WATER PENALTIES	13,411.05	12,923.75	5,626.85	18,000.00	18,000.00
369-300 Water SUNDRY REVENUES	30,374.61	21,380.36	21,713.59	25,000.00	25,000.00
369-302 Water SHOP WATER	(10,083.11)	1,651.97	(2,647.92)	10,000.00	10,000.00
371-300 WATER SALES	1,815,310.29	1,937,200.42	1,159,354.83	1,842,540.00	1,842,540.00
372-360 WATER CONNECTION	47,128.10	24,014.10	2,873.80	45,000.00	45,000.00
Total Operating income	**1,896,140.94**	**1,997,170.60**	**1,186,921.15**	**1,940,540.00**	**1,940,540.00**
Operating expense					
Operating					
500-509 Water GENERAL FUND O/H	0.00	430,000.00	1,807.15	442,900.00	442,900.00
500-510 Water SALARIES	438,814.41	430,401.84	234,716.82	406,436.00	406,436.00
500-513 Water BENEFITS	252,004.47	279,461.61	139,623.42	269,279.00	269,279.00
500-514 Water UNFUNDED LIABILITY	0.00	0.00	0.00	0.00	18,356.00
500-515 Water OVERTIME	21,531.96	27,423.09	11,623.74	45,000.00	45,000.00
500-521 Water SUBSCRIPTIONS	4,648.50	3,335.00	49.00	5,500.00	5,500.00
500-523 Water TRAVEL	112.20	711.88	1,910.14	35,000.00	35,000.00
500-524 Water OFFICE SUPPLIES	309.45	314.83	38.23	700.00	700.00
500-525 Water EQUIPMENT SUPPLIES/MAINT	29,423.02	35,735.03	2,942.48	65,000.00	65,000.00
500-526 Water BUILDING SUPPLIES/MAINT	154.99	0.00	74.37	500.00	500.00
500-527 Water UTILITIES	80,702.44	91,771.84	44,780.15	95,000.00	95,000.00
500-528 Water TELEPHONE	3,869.30	4,585.90	1,891.23	5,000.00	5,000.00
500-530 Water FUEL	18,721.26	18,465.22	7,810.65	23,000.00	23,000.00
500-531 Water PROFESSIONAL & TECHNICAL	110,710.34	94,270.50	30,922.49	40,000.00	40,000.00
500-533 Water EDUCATION	4,052.49	1,720.09	2,181.00	10,500.00	10,500.00
500-535 Water OTHER	8,008.89	7,021.09	2,338.46	6,200.00	6,200.00
500-546 Water SPECIAL DEPARTMENTAL	168,485.60	84,344.55	69,407.03	95,000.00	95,000.00
500-551 Water INSURANCE	1,560.00	1,560.00	1,560.00	1,560.00	1,560.00
500-691 Water RENT OF PROPERTY & EQUIP	2,107.00	0.00	0.00	5,000.00	5,000.00
500-693 Water BAD DEBT EXPENSE	1,277.58	0.00	0.00	0.00	0.00
Total Operating	**1,146,493.90**	**1,511,122.47**	**553,676.36**	**1,551,575.00**	**1,569,931.00**
Depreciation expense					
500-669 Water DEPRECIATION	320,197.84	344,873.86	217,633.54	0.00	350,000.00
Total Depreciation expense	**320,197.84**	**344,873.86**	**217,633.54**	**0.00**	**350,000.00**
Total Operating expense	**1,466,691.74**	**1,855,996.33**	**771,309.90**	**1,551,575.00**	**1,919,931.00**
Total Income From Operations:	**429,449.20**	**141,174.27**	**415,611.25**	**388,965.00**	**20,609.00**
Non-Operating Items:					
Non-operating income					
361-300 INTEREST INCOME	669,046.46	497,862.36	189,141.78	600,000.00	600,000.00
361-310 WATER IMPACT FEE INTEREST INCO	214.32	200.10	92.99	500.00	500.00
361-311 WATER IMPACT FEES	114,896.11	45,771.02	4,628.68	75,000.00	75,000.00
Total Non-operating income	**784,156.89**	**543,833.48**	**193,863.45**	**675,500.00**	**675,500.00**

	2024 Actual	2025 Actual	2026 Actual	2026 Approved Original Budget	2026 Jan Recom. Ammended Budget
Non-operating expense					
500-582 Water Transfer to Capital Projects Fund	0.00	0.00	280.31	0.00	0.00
500-681 Water TRANSFER TO DEBT SERVICE FUND	0.00	36,940.00	0.00	36,940.00	36,940.00
500-682 Water INTEREST ON BONDS/DEBT S	161,230.32	154,229.85	73,746.46	305,000.00	305,000.00
500-683 Water BOND ISSUANCE COSTS	1,000.00	1,000.00	0.00	0.00	0.00
Total Non-operating expense	**162,230.32**	**192,169.85**	**74,026.77**	**341,940.00**	**341,940.00**
Total Non-Operating Items:	**621,926.57**	**351,663.63**	**119,836.68**	**333,560.00**	**333,560.00**
Total Income or Expense	**1,051,375.77**	**492,837.90**	**535,447.93**	**722,525.00**	**354,169.00**

MOAB CITY CORPORATION
Operational Budget Report
52 Sewer Fund - 07/01/2025 to 01/21/2026
58.33% of the fiscal year has expired

	2024 Actual	2025 Actual	2026 Actual	2026 Approved Original Budget	2026 Jan Recom. Ammended Budget
Income or Expense					
Income From Operations:					
Operating income					
362-390 Sewer SEPTAGE PROCESSING FEES	90,080.46	94,230.54	71,057.56	60,000.00	60,000.00
372-300 SEWER EXISTING FACILITY FEE	39,395.96	21,761.56	7,307.16	45,000.00	45,000.00
372-310 SEWER STUDIES FEE	3,101.11	1,968.59	967.85	4,000.00	4,000.00
372-320 SEWER SERVICES CHARGES	2,059,852.85	2,299,850.23	1,308,827.73	2,200,000.00	2,200,000.00
372-325 Sewer SPECIAL SERVICES BY CITY	0.00	4,710.00	48,550.00	5,000.00	5,000.00
372-326 Sewer GREASE TRAP SERVICES/FIN	829.00	0.00	0.00	1,000.00	1,000.00
372-350 Sewer SPANISH VALLEY SEWER	664,526.25	608,069.61	320,740.35	674,494.00	674,494.00
372-360 Sewer SJSPSSD SEWER	33,106.68	54,993.98	32,631.91	25,000.00	25,000.00
372-370 SEWER CONNECTION	4,736.00	1,394.00	1,360.00	5,000.00	5,000.00
Total Operating income	**2,895,628.31**	**3,086,978.51**	**1,791,442.56**	**3,019,494.00**	**3,019,494.00**
Operating expense					
Sewer WRF					
600-509 Sewer GENERAL FUND O/H	0.00	430,000.00	0.00	442,900.00	442,900.00
600-510 Sewer WRF SALARIES	188,769.15	359,638.41	203,644.21	363,669.00	363,669.00
600-512 Sewer UNFUNDED LIABILITY	0.00	0.00	0.00	0.00	16,407.00
600-513 Sewer WRF BENEFITS	103,492.35	223,488.81	110,448.53	206,037.00	206,037.00
600-515 Sewer WRF OVERTIME	4,476.91	6,410.70	2,623.72	12,000.00	12,000.00
600-521 Sewer WRF SUBSCRIPTIONS	980.33	738.71	0.00	1,500.00	1,500.00
600-523 Sewer WRF TRAVEL	0.00	1,457.26	590.63	3,000.00	3,000.00
600-524 Sewer WRF OFFICE EXPENSE	842.61	711.41	983.72	1,200.00	1,200.00
600-525 Sewer WRF EQUIPMENT SUPPLIES/MAINT	77,924.61	124,227.00	66,221.95	120,000.00	120,000.00
600-526 Sewer WRF BUILDING SUPPLIES/MAINT	10,699.93	2,577.57	24,758.51	2,500.00	2,500.00
600-527 Sewer WRF UTILITIES	178,770.29	179,171.90	140,834.63	250,000.00	250,000.00
600-528 Sewer WRF TELEPHONE	5,857.77	5,707.11	3,588.92	6,200.00	6,200.00
600-529 Sewer WRF RENT	163.39	0.00	175.50	1,000.00	1,000.00
600-530 Sewer WRF FUEL	6,896.03	3,560.49	534.48	5,500.00	5,500.00
600-531 Sewer WRF PROFESSIONAL & TECHNICAL	211,809.64	264,183.90	106,666.41	240,000.00	240,000.00
600-533 Sewer WRF EDUCATION	1,269.00	1,069.98	429.99	10,000.00	10,000.00
600-535 Sewer WRF SHIPPING\FREIGHT	15,263.94	16,150.55	10,221.65	20,000.00	20,000.00
600-546 Sewer WRF SPECIAL DEPARTMENTAL	113,351.00	94,080.36	45,746.94	95,000.00	95,000.00
Total Sewer WRF	**920,566.95**	**1,713,174.16**	**717,469.79**	**1,780,506.00**	**1,796,913.00**
Sewer Collection					
610-510 Sewer Collecitons SALARIES	199,533.76	173,355.62	93,853.81	168,748.00	168,748.00
610-512 Sewer Collecitons UNFUNDED LIABILITY	0.00	0.00	0.00	0.00	7,576.00
610-513 Sewer Collections BENEFITS	95,056.29	77,768.94	41,174.83	95,932.00	95,932.00
610-515 Sewer Collections OVERTIME	2,224.53	1,705.46	545.20	12,000.00	12,000.00
610-521 Sewer Collections SUBSCRIPTIONS	1,675.29	868.73	0.00	0.00	0.00
610-523 Sewer Collections TRAVEL	584.25	1,765.31	136.00	4,500.00	4,500.00
610-524 Sewer Collections OFFICE SUPPLIES	489.97	215.83	530.18	0.00	0.00
610-525 Sewer Collections EQUIP SUPPLIES/MAINT	21,064.75	23,911.72	15,595.67	0.00	25,000.00
610-526 Sewer BLDG/GRDS SUPPLIES/MAINT	54.21	63.81	0.00	0.00	400.00

	2024 Actual	2025 Actual	2026 Actual	2026 Approved Original Budget	2026 Jan Recom. Ammended Budget
610-527 Sewer Collections UTILITIES	2,883.03	3,893.33	1,550.20	0.00	5,500.00
610-528 Sewer Collections TELEPHONE	2,040.16	1,909.78	847.94	0.00	2,200.00
610-529 Sewer Collections RENTALS	0.00	0.00	0.00	0.00	6,000.00
610-530 Sewer Collections FUEL	7,692.87	5,501.56	3,172.03	0.00	10,000.00
610-531 Sewer Collections PROFESSIONAL & TECH	1,788.91	5,081.32	19,083.46	0.00	65,000.00
610-533 Sewer Collections EDUCATION	1,067.56	735.00	0.00	15,000.00	15,000.00
610-535 Sewer Collections OTHER	1,433.63	438.77	1,133.27	0.00	0.00
610-546 Sewer Collections SPEC DEPT SUP	14,180.87	16,421.96	4,412.07	0.00	24,000.00
610-547 Sewer Collection VECHICLE LEASE PAYMENTS	0.00	0.00	0.00	45,000.00	45,000.00
Total Sewer Collection	**351,770.08**	**313,637.14**	**182,034.66**	**341,180.00**	**486,856.00**
Depreciation expense					
410-800 Depn expense Sewer	0.00	27,259.04	0.00	0.00	0.00
600-669 Sewer DEPRECIATION	683,249.62	711,100.08	399,388.44	0.00	450,000.00
Total Depreciation expense	**683,249.62**	**738,359.12**	**399,388.44**	**0.00**	**450,000.00**
Total Operating expense	**1,955,586.65**	**2,765,170.42**	**1,298,892.89**	**2,121,686.00**	**2,733,769.00**
Total Income From Operations:	**940,041.66**	**321,808.09**	**492,549.67**	**897,808.00**	**285,725.00**
Non-Operating Items:					
Non-operating income					
361-300 Sewer INTEREST INCOME	22,107.70	18,980.36	8,819.16	20,000.00	20,000.00
361-305 SJSPSSD SEWER IMPACT FEES	59,048.82	15,404.04	12,194.87	70,000.00	70,000.00
361-309 GWSSA SEWER IMPACT FEES	217,812.65	138,806.48	86,570.63	150,000.00	150,000.00
361-310 SEWER IMPACT FEE INTEREST	30,841.31	41,531.51	12,345.34	25,000.00	25,000.00
361-311 SEWER IMPACT FEES	46,335.06	60,359.94	12,596.80	50,000.00	50,000.00
361-313 SEWER IMPACT FEE FINANCE INTER	2,417.28	2,125.74	816.20	2,000.00	2,000.00
361-315 SVWSID CAPITAL ANNUAL CONTRIBU	102,207.00	102,207.00	102,207.00	102,207.00	102,207.00
Total Non-operating income	**480,769.82**	**379,415.07**	**235,550.00**	**419,207.00**	**419,207.00**
Non-operating expense					
600-682 Sewer INTEREST ON SEWER BONDS	459,584.43	386,592.72	244,588.38	0.00	440,000.00
600-693 Sewer Bad Debt Expense	255.26	0.00	0.00	0.00	0.00
610-581 Sewer TRANSFER OUT TO DEBT SERVICE FUND	0.00	12,392.00	0.00	13,000.00	13,000.00
Total Non-operating expense	**459,839.69**	**398,984.72**	**244,588.38**	**13,000.00**	**453,000.00**
Total Non-Operating Items:	**20,930.13**	**(19,569.65)**	**(9,038.38)**	**406,207.00**	**(33,793.00)**
Total Income or Expense	**960,971.79**	**302,238.44**	**483,511.29**	**1,304,015.00**	**251,932.00**

MOAB CITY CORPORATION
Operational Budget Report
53 Stormwater Fund - 07/01/2025 to 01/21/2026
58.33% of the fiscal year has expired

	2024 Actual	2025 Actual	2026 Actual	2026 Approved Original Budget	2026 Jan Recom. Ammended Budget
Income or Expense					
Income From Operations:					
Operating income					
364-350 STORM WATER DRAINAGE FEE	693,003.63	688,637.22	348,487.95	703,398.00	703,398.00
Total Operating income	**693,003.63**	**688,637.22**	**348,487.95**	**703,398.00**	**703,398.00**
Operating expense					
Operating					
400-509 Storm wtr GENERAL FUND O/H	0.00	90,000.00	0.00	92,700.00	92,700.00
400-510 Storm wtr SALARIES & WAGES	22,639.62	0.00	0.00	0.00	0.00
400-513 Storm wtr EMPLOYEE BENEFITS	10,917.09	0.00	0.00	0.00	0.00
400-530 Storm wtr FUEL	0.00	0.00	0.00	5,000.00	5,000.00
400-531 Storm wtr PROFESSIONAL & TECH.	50,226.75	10,628.54	21,078.31	50,000.00	50,000.00
400-546 Storm wtr SPECIAL DEPARTMENTAL	0.00	0.00	0.00	50,000.00	50,000.00
400-695 Bad Debt Expense	467.06	0.00	0.00	0.00	0.00
Total Operating	**84,250.52**	**100,628.54**	**21,078.31**	**197,700.00**	**197,700.00**
Depreciation expense					
400-669 Storm wtr DEPRECIATION	74,991.24	368,304.46	137,177.73	0.00	375,000.00
Total Depreciation expense	**74,991.24**	**368,304.46**	**137,177.73**	**0.00**	**375,000.00**
Total Operating expense	**159,241.76**	**468,933.00**	**158,256.04**	**197,700.00**	**572,700.00**
Total Income From Operations:	**533,761.87**	**219,704.22**	**190,231.91**	**505,698.00**	**130,698.00**
Non-Operating Items:					
Non-operating income					
361-300 INTEREST INCOME	7,716.31	73,808.50	34,294.85	0.00	75,000.00
361-311 STORMWATER IMPACT FEES	0.00	20,953.55	45,264.90	0.00	50,000.00
391-310 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	50,000.00	50,000.00
391-341 TRANSFER FROM CP FUND	1,450,000.00	0.00	0.00	0.00	0.00
Total Non-operating income	**1,457,716.31**	**94,762.05**	**79,559.75**	**50,000.00**	**175,000.00**
Non-operating expense					
400-581 Storm wtr TRANSFER TO DEBT SERVICE FUND	0.00	53,157.00	0.00	53,157.00	53,157.00
400-583 Storm wtr TRANSFER TO VEHICLE FUND	0.00	0.00	0.00	50,000.00	50,000.00
Total Non-operating expense	**0.00**	**53,157.00**	**0.00**	**103,157.00**	**103,157.00**
Total Non-Operating Items:	**1,457,716.31**	**41,605.05**	**79,559.75**	**(53,157.00)**	**71,843.00**
Total Income or Expense	**1,991,478.18**	**261,309.27**	**269,791.66**	**452,541.00**	**202,541.00**

CITY OF MOAB RESOLUTION NO. 01-2026

A RESOLUTION AMENDING THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, the City Council of the City of Moab adopted the fiscal year 2025-2026 budget by Resolution 07-2025; and

WHEREAS, the City may amend the adopted budget as needed prior to the last day of the fiscal year as outlined by UCA 10-6-127; and

WHEREAS, at a meeting duly noticed and held on January 27, 2026, a public hearing was held for the purpose of receiving public input for the budget amendment; and

WHEREAS, the City of Moab has proposed to amend the 2025-2026 fiscal year budget for the various funds as summarized below and listed in Exhibit A;

NOW, THEREFORE BE IT RESOLVED THAT THE 2025-2026 FISCAL YEAR BUDGET SHALL BE AMENDED AS DETAILED IN "*EXHIBIT A – January 2026 BUDGET AMENDMENT"* AND SUMMARIZED AS FOLLOWS:

Fund	Amended Revenue	Amended Expenditures
10 General Fund	$22,795,275	$22,795,275
51 Water Fund	$2,616,040	$2,261,871
52 Sewer Fund	$3,348,701	$3,186,769
53 Stormwater Fund	$878,398	$675,857

PASSED AND APPROVED by a majority of the City Council, this 27th day of January 2026.

By:_____ _____
Joette Langianese, Mayor Date

Attest:

By:_____ _____
Sommar Johnson, Recorder Date

MOAB CITY COUNCIL AGENDA January 27, 2026

TITLE: Adoption of the Community Wildfire Preparedness Plan for the Wildland – Urban Interface Grand County and Moab City

DISPOSITION: Discussion and possible action

PRESENTERS: Alexi Lamm, Director of Strategic Initiatives & Sustainability
Kate Finley, Grand County Emergency Manager
Clark Maughn, Moab Valley Fire Department
Bryce Rogers, Rim to Rim Restoration

ATTACHMENT/S:

- Proposed 2026 CWPP
- Resolution 02-2026
- Community Wildfire Preparedness Presentation

RECOMMENDED MOTION/S: I move to adopt Resolution 02-2026, Adopting the Community Wildfire Preparedness Plan for the Wildland – Urban Interface Grand County and Moab City

OTHER OPTIONS:

1. Approve with modifications; or
2. Continue action on the item and give specific direction to staff as to additional information needed; or
3. Deny plan adoption.

SUMMARY:

Under the federal Healthy Forests Restoration Act of 2003, a Community Wildfire Preparedness Plan (CWPP) is a collaborative document that identifies priority areas for hazardous fuel reduction and recommends measures to reduce fire risk to structures. In Utah, the Division of Forestry, Fire and State Lands (FFSL) encourages regular updates to ensure plans remain relevant and communities remain eligible for state and federal funding.

The City of Moab previously updated the CWPP in 2020. The City of Moab, Grand County, Moab Valley Fire Department, FFSL, and Rim to Rim Restoration collaborated on this year's proposed update (Attached as Proposed 2026 CWPP). It uses new wildfire risk data and the current FFSL planning standards and template. The updated plan outlines strategies for fuel reduction, defensible space, emergency preparedness, and public education, building on the structure of the 2020 CWPP to focus more on implementation and coordination.

Adoption of the updated CWPP will provide a framework for wildfire mitigation projects, preparedness efforts, outreach, and grant-funded fuel reduction work. The plan does not create new regulations, though it is a part of a broader state effort to improve wildfire preparedness. Future agendas will include consideration of Wildland-Urban Interface (WUI) code changes. If

adopted, the 2025 CWPP will replace the 2020 plan and serve as the City's primary wildfire preparedness document.

RELEVANT LAWS, STUDIES & PLANS:
Healthy Forests Restoration Act of 2003, Strategic Plan: Natural Hazard Mitigation

RESPONSIBLE DEPARTMENT:
City of Moab Community Development, Public Works, and Administration

FINANCIAL IMPACT:
This plan does not authorize the use of City funds, though it maintains the City's grant eligibility. The City Council would consider contracts for fire fuel mitigation, outreach, etc. separately.

State of Utah

Community Wildfire Preparedness Plan

For the Wildland – Urban Interface

Grand County and Moab City

2026

Department of Natural Resources
Division of Forestry, Fire and State Lands
1594 W North Temple, PO Box 145703, Salt Lake City, UT 84114-5703

Grand County

Preparedness Plan

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Grand County

Preparedness Plan

Declaration and Concurrence Page

*This list needs to be customized to the individual plan. Provide the names and affiliations of all cooperators. Minimum allowable signatories include **one** each from **a state entity**, a **local fire department.***

*and a **local government representative**. Additional signatories are highly recommended to exhibit diverse collaboration. This page will then be signed by FFSL authorities after all cooperators have reviewed the plan and concur with its contents. If needed, an additional blank signature page is provided at the end of this template and should be included here.*

Melodie McCandless	Grand County Commission
NAME	**AFFILIATION**
SIGNATURE	**DATE**

Joette Langianese	City of Moab
NAME	**AFFILIATION**
SIGNATURE	**DATE**

TJ Brewer	Moab Valley Fire Department
NAME	**AFFILIATION**
SIGNATURE	**DATE**

Matt McEttrick	DNR Forestry, Fire and State Lands
NAME	**AFFILIATION**

Grand County

Preparedness Plan

SIGNATURE	DATE

Approved as to form. Tony Clinger, Assistant Attorney General. August 2023.

INTRODUCTION

Over 600 of Utah's communities have been classified as "at risk" of wildfire. The safety of the citizens of any community and the protection of private property and community infrastructure is a shared responsibility between the citizens; the owner, developer, or association; and the local, county, state and federal governments. **The primary responsibility, however, remains with the local government and the citizen/property owner.**

The purpose of wildfire protection planning is to…

- Motivate and empower local government, communities, and property owners to organize, plan, and take action on issues impacting the safety and resilience of values at risk.
- Enhance levels of fire and smoke resilience and protection to the communities and infrastructure
- Identify the threat of wildland fires in the area.
- Identify strategies to reduce the risks to structures, infrastructure, and commerce in the community during a wildfire.
- Identify wildfire hazards, education, and mitigation actions needed to reduce risk.
- Transfer practical knowledge through collaboration between stakeholders toward common goals and objectives.

Outcomes of wildfire protection planning…

- Achieve the National Cohesive Wildfire Strategy Goals:

  1. Resilient Landscaped 2. Fire Adapted Communities 3. Safe and Effective Wildfire Response

- Improve community safety through:

✓ Coordination and collaboration ✓ Public awareness and education	✓ Fuel modification ✓ Improved fire response capabilities	✓ Fire prevention ✓ Development of long-term strategies

RESOURCES

To complete a wildfire protection plan for your community, consider involving the following:

✓ Local / Primary fire protection provider	✓ Local emergency management services
✓ Local Resource, Conservation and Development Districts	✓ USDA Forest Service
✓ Utah Division of Forestry, Fire and State Lands	✓ U.S. Department of Interior Agencies
✓ Utah State Fire Marshal (Dept. of Public Safety)	✓ Utah Resource Conservation Districts
✓ Utah Division of Emergency Management	✓ Utah Soil Conservation Districts
✓ Local fire agencies	✓ Local health departments

Grand County

Preparedness Plan

✓ Utah Division of Air Quality	

STATEMENT OF LIABILITY

This template provides the outline for, and specifies the information recommended, to be included in a Community Wildfire Protection Plan (CWPP) based on information currently available.

Any associated checklists, guidance documents, assessments, activities and recommendations of fire officials, including the plans and projects outlined by the community wildfire council, are made in good faith. The Utah Division of Forestry, Fire and State Lands assumes no liability and makes no guarantee regarding the level of wildfire or smoke protection resulting from completion and implementation of this plan. Wildfire may still occur despite efforts to prevent it or contain it. The intention of all decisions and actions made under this plan is to reduce the potential for, and the consequences of, wildfire.

Last revised November 2022

Completed Community Wildfire Protection Plans should be submitted to the local Area Manager or Fire Management Officer with the Utah Division of Forestry, Fire and State Lands for final concurrence.

The Community Wildfire Protection Plan should be updated regularly as it is meant to be a living document.

INSTRUCTIONS TO PREPARERS

Italicized text throughout this template indicates suggestions or instructions intended to aid the preparer. The italicized text throughout the template is intended as a guide but is not an exhaustive list of considerations. To enter your community name in the header section, double click over the header section to enter the edit mode of the header. Then click on the community field and enter your community name. When finished either click on the Close Header button in the ribbon toolbar or just double click in the middle of the page. This will update all the pages.

PLANNING OVERVIEW

Briefly describe the overall planning process that took place to complete this plan. Be sure to include:

- *A timeline of the events/meetings*
  - September 2025: Grand County Emergency Management initiated CWPP draft
  - September 23, 2025: Meeting between Moab Valley Fire Department, Utah FFSL, Moab City, and Grand County Emergency Management to review draft, provide input, and plan future work
  - October 20, 2025: Meeting between Grand County Emergency Management and Rim to Rim Restoration for City/County collaboration
  - October 21, 2025: Meeting between Grand County Emergency Management, Moab Valley Fire Department, and Rim to Rim Restoration to collaborate on CWPP goals section
  - November 10, 2025: Collaborative meeting between Grand County Emergency Management and Rim to Rim Restoration
- *The organizations and partners that participated*
  - Grand County Emergency Management
  - Moab Valley Fire Department
  - Utah FFSL

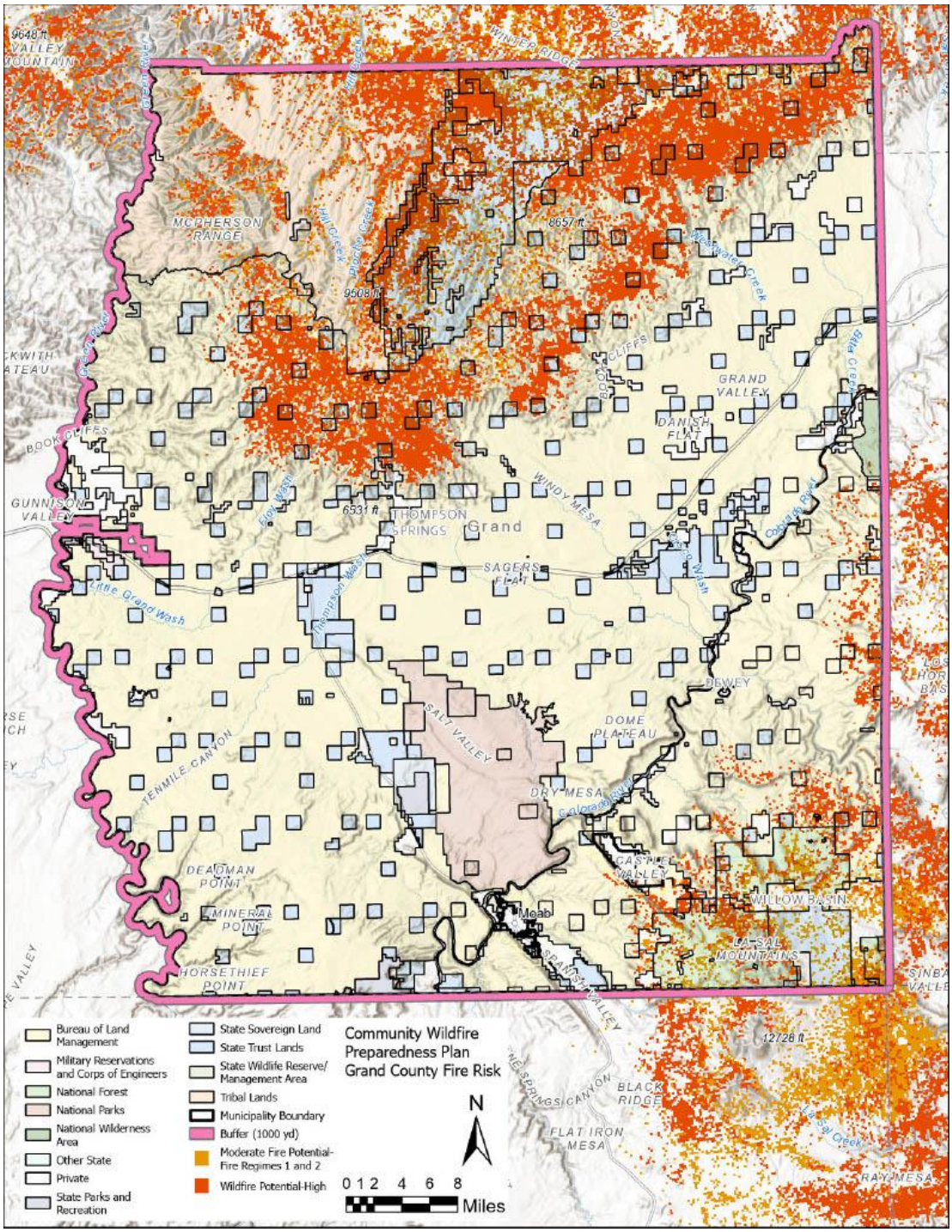
  - Rim to Rim Restoration
  - Grand County Road Department
  - Grand County Noxious Weeds Department
  - Grand County GIS Specialist
  - Grand County Building Department
  - City of Moab – Community Development Department
  - City of Moab – City Management
- *A description of why this planning process was initiated and the overall outcome of the process*
  - Stakeholders met in person and collaborated virtually through the fall of 2025 to update the CWPP. Planning initially encompassed only Grand County, however, given the fire risks associated with creek corridors that run through Grand County as well as Moab City it made sense for the City and County to engage in a joint planning process. Planners engaged stakeholders from the Moab Valley Fire Department, Utah FFSL, various City and County departments, and nonprofit partners including Rim to Rim Restoration. Stakeholders used a combination of the CWPP template, UWRAP data, and historical and local knowledge to identify hazard areas and set goals for the community. This process produced an integrated City-County plan that captures the work done in the community over the past 5 years as well as updates goals moving forward.
- *If desired, please acknowledge any individuals or organizations that were essential to accomplishing the final plan.*

Grand County

Preparedness Plan

PLAN OVERVIEW MAP
Area of Interest

Insert an overview map of the area of interest/community/municipality/county including a buffer of greater than 1,000 yards. Identify adjoining landowners: Federal, State or Private. Show defined WUI boundaries.



Grand County

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PART I
COMMUNITY DESCRIPTION

Community Attributes

Location of Community

Grand County, Utah is bordered by Mesa County, Colorado, Garfield County, Colorado, and Montrose County, Colorado to the east, San Juan County, Utah and Wayne County, Utah to the south and southwest, Emery County, Utah to the east, and Uintah County, Utah to the north. Grand County is a patchwork of private, tribal, and state/federal public land, including land managed by the Bureau of Land Management, Utah Trust Lands Administration, Utah Department of Natural Resources, the United States Forest Service, and the National Park Service.

Roads, Bridges, Gates, and Culvert Conditions

List problem areas and consider labeling them on an attached map.

- *Are there at least two separate ways out of the community? Are roads properly marked with signs and are those signs metal and reflective? Are roads only seasonally accessible? Are there dead ends? Is there space available to turn emergency equipment around? Also examine the condition of the vegetation along the roads to improve evacuation needs.*
- Most areas of unincorporated Grand County have at least 2 ways in or out.
- Main roads used for access and egress are marked with metal reflective signage.
- Many mountain roads are only accessible during the spring, summer, and fall. The Forest Service locks gates during the winter season.
- There are many dead ends in steeper areas of the mountains. Bear Creek, Beaver Creek, Warner Lake, Oowah Lake, and Miners Basin are a few areas that are complete dead ends and could become entrapment areas.
- Most areas where people would get to in case of emergency have adequate space to turn emergency vehicles.
- The Grand County Roads Department mows roadways annually and masticates bigger brush along mountainous roadways where needed.
- *City of Moab: Most roads within the city have multiple exit points with notable exceptions for the neighborhoods bordering the wetlands. The roads are signed and maintained through all seasons. One historical neighborhood (100 North) has undersized streets with significant vegetation encroachment and limited emergency access. The land containing the road is privately owned across several owners.*
- *Are bridges rated to support emergency equipment?*
- County Bridges are posted with weights and can handle most of the emergency equipment.
- All City bridges are rated to support emergency equipment.
- *Do gates provide easy access? What gates do you need to open with a key and at what times of the year is the gate locked?*
- Warner and Oowah are closed in the winter, and the Forest Service has the keys. Most other areas are accessible at your own risk for dry, snowy, and muddy conditions.
- *Can culverts be easily crossed by emergency equipment?*
- Culvert road crossings are easily able to be navigated by emergency equipment.

Structural Ignitability Concerns

Grand County

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Provide a comprehensive description of existing conditions that contribute to home ignition due to wildfire:

- *Defensible space is the buffer area established between structures and the grass, trees, shrubs, and the surrounding wildland area.*
- *Defensible space slows or stops the spread of wildfire and helps protect homes from catching fire—either from embers, direct flame contact or radiant heat.*
- *Proper defensible space provides firefighters a safe area to work in, to defend your home. Defensible space, coupled with home hardening, is essential to improving structure survivability due to wildfire.*

Article 6.9.7 of the Grand County Land Use Code defines defensible space as consistent with State WUI code and details of allowable use, vegetation, and debris by distance from structures. City of Moab Municipal Code does not have an analogous section, however a resolution to adopt state WUI code or similar is outlined in the goals of this plan. Current fire inspector approves spatial components upon Certificate of Occupancy for residential or commercial properties.

City of Moab will be adopting land use code in alignment with HB 48 and the subsequent identification of effected properties. Inspection and compliance of the effected properties will be conducted as determined by the State of Utah in the 2026 calendar year or deferred as directed.

Communities at risk in Grand County include:

- Moab/Spanish Valley
- Castle Valley
- Dewey
- Thompson Springs
- Willow Basin

According to the UWRAP report, many of these communities (Moab/Spanish Valley, Castle Valley, Dewey, Thompson Springs) are located in low-to-moderate areas of damage potential. The Willow Basin community is located in a moderate-to-high area of damage potential. Similarly, Moab/Spanish Valley, Castle Valley, and Dewey are in areas with moderate conditional risk to potential structures, whereas Willow Basin is in an area of higher conditional risk to potential structures. Areas in Moab and Spanish Valley that are adjacent to Mill and Pack Creeks and the wetlands are also at higher risk due to proximity to hazardous fuels.

Grand County

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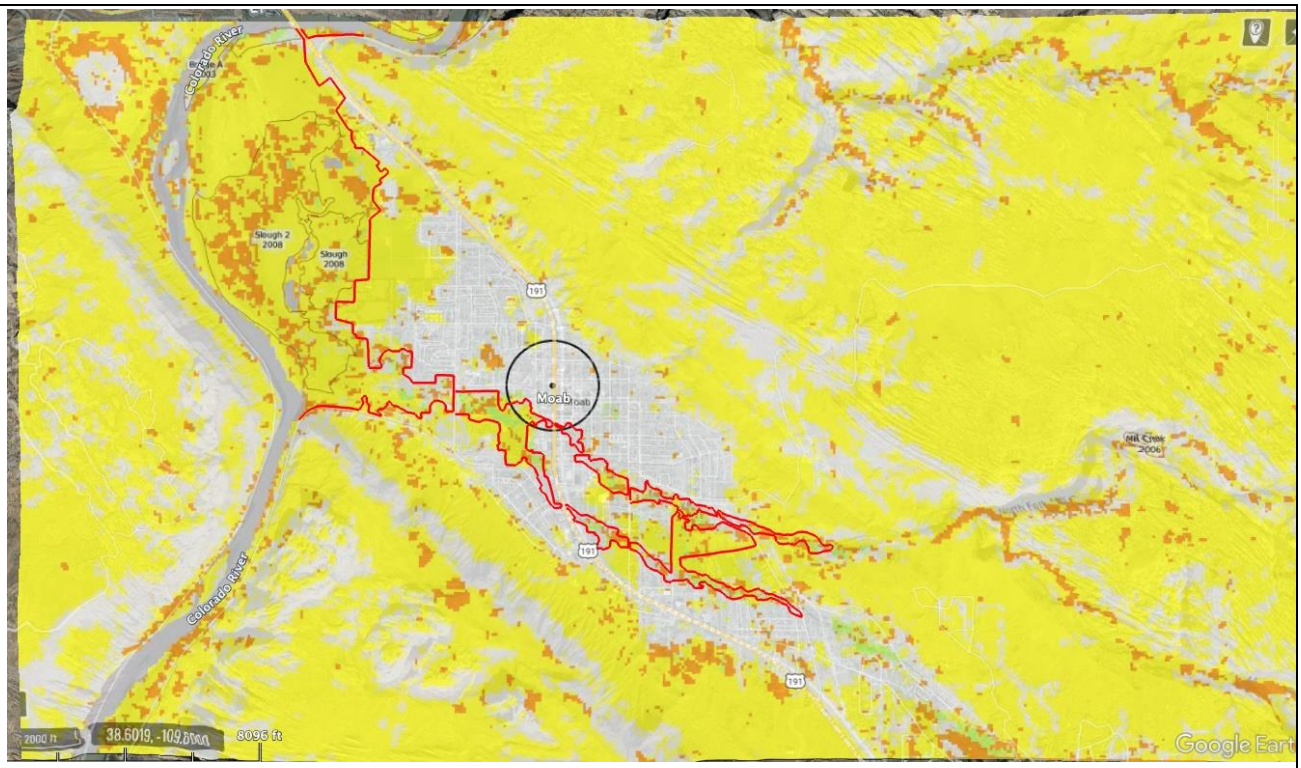

Figure 1: (above) The red line illustrates the boundary of the vegetated corridors for Mill and Pack Creeks and well as the Matheson Wetlands with respect to the urban and agriculture properties of Moab. This boundary is restricted to the properties with City of Moab limits. This boundary was independently mapped based on vegetation density and local historical knowledge of the area. The boundary is overlayed on the Wildfire risk assessment tool provided by UWRAP.

Figure 2: (below). The red line illustrates the vegetated boundary of Pack Creek with the urban and agricultural properties adjacent to the creek. This boundary was independently mapped based on vegetation density and local historical knowledge of the area. The boundary is overlayed on the Wildfire risk assessment tool provided by UWRAP.

Grand County

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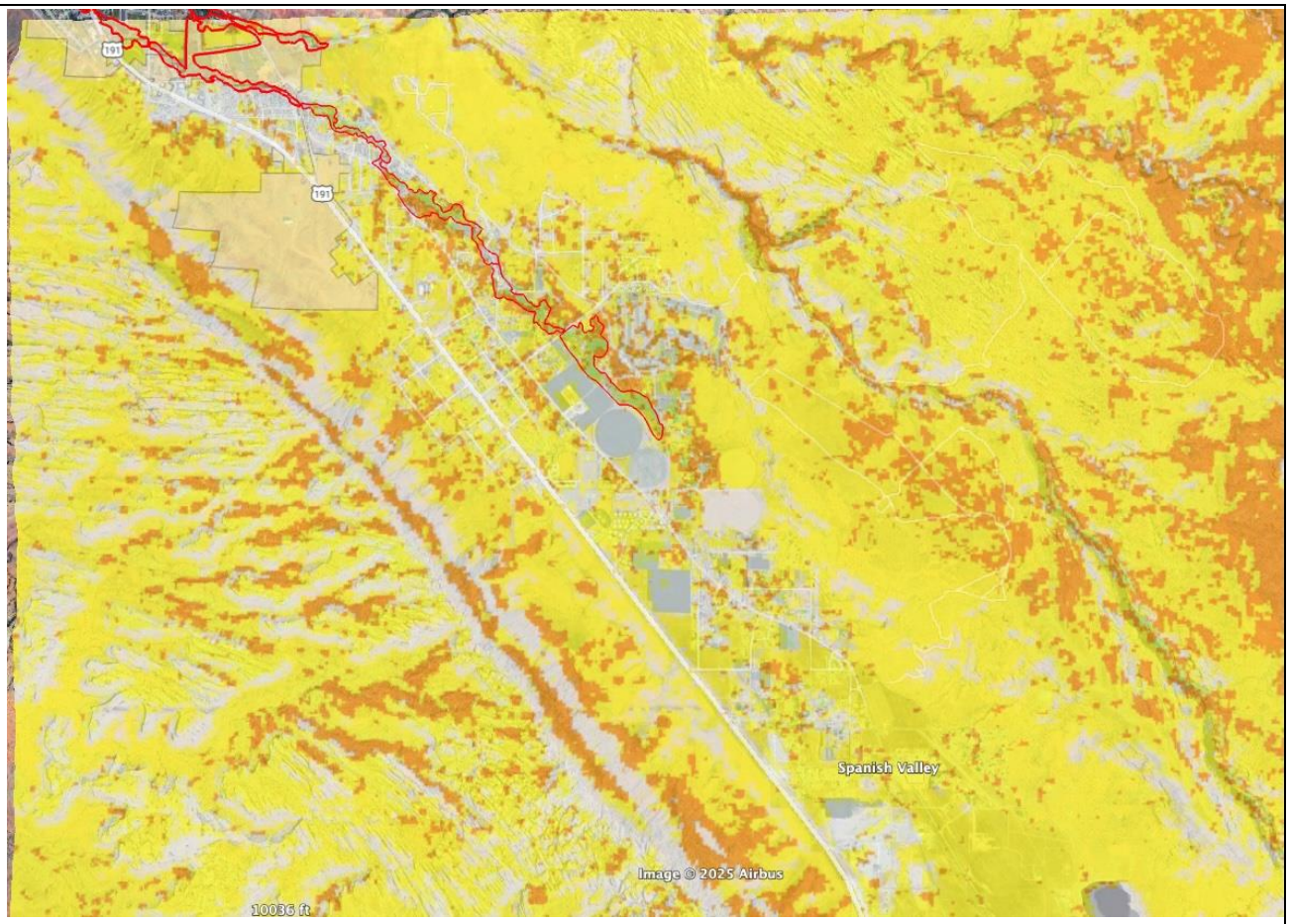

Future work includes using LiDAR and vegetation proxies overlayed with building footprints and cross compared with areas of highest population density to establish areas of increased fire risk.

Wildland Urban Interface Mitigation Desk Guide

Community Demographics	
Approximate number of homes	5,192 total housing units*
Approximate number of lots	7,576 total parcels. Includes residential, commercial, public, and undeveloped lots**
Approximate number of commercial entities	537 total employer establishments*

Grand County

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Approximate number of full-time residents	9,669 total population*
Approximated number of part-time residents	2,226 seasonal workers in 2021***

Notes/comments: These figures reflect Grand County and incorporated communities within, such as Moab and Castle Valley.
Sources:
*United States Census Bureau.
**Utah State Geographic Information Datasource
*** 2023 Moab Area Affordable Housing Plan

Population Concerns

Potentially vulnerable populations may experience difficulty preparing for and responding to wildfire.

According to the *Wildfire Risk to Communities Portal,* Grand County is rated as very high risk due to several potentially vulnerable populations that may experience difficulty preparing for and responding to wildfire.

First, 14.1% of the population lives in mobile homes. Mobile homes are more likely to be damaged in a fire, and owners are less likely to own the land where their residence sits. This lack of landownership can create barriers to making defensible space as well as recovering from disasters.

Next, 22% of the population is over 65 years of age. Older populations are more likely to have mobility issues or pre-existing medical conditions, which can decrease their ability to respond to disaster. They are also more at risk for smoke-related health issues.

Last people with disabilities make up 16% of the Grand County population. This population may experience mobility issues and ongoing medical needs that serve as barriers to evacuation during fires. Further, people with health complications are disproportionately impacted by evacuations and relocations that disrupt access to health care. They are also most at risk of smoke-related health issues.

Wildfire Risk to Communities Portal - click on Explore - Enter community name - click on Vulnerable Population Tab

Community Evacuation Plan should be attached as Appendix A

Community Legal Structure

Grand County

Preparedness Plan

List the government entities associated with the community – city, town, unincorporated community, special service district, homeowner association(s), others.			
Organization	**Contact Person**	**Phone Number**	**E-mail**
Grand County Commission Administration	Commission Office	435-259-1342	commadmin@grandcountyutah.gov
Moab Valley Fire Protection District	Administration	435-259-5557	admin@moabfiredepartment.org
City of Moab	Administration	435-259-5121	Info@moabcity.gov
Castle Valley Fire Protection District	Administration	435-259-3655	castlevalleyfpa@gmail.com

Restricting Covenants, Ordinances etc. (Attach as Appendix C) For example, home association bylaws may have requirements regarding building construction materials or vegetation removal, or regarding access in a gated community.	
Source	**Details**
2006 Utah Wildland Urban Interface Code	Establishes requirements for ignition-resistant construction, defensible space, and fuel modifications to mitigate wildfire risk.
2023 City of Moab Municipal Code – Title 17.10	Landscape Ordinance would potentially increase the biomass and canopy within the city limits and would need to be considered as HB 48 level inspections will ramp up.

PART II:

RISK ASSESSMENT

Community Values at Risk

Define community values that would be threatened by wildfire, (infrastructure, watershed, forest, wildlife, and other values) and the conditions of the infrastructure/homes at a broad scale. It is highly encouraged that you consult a local, federal, or state entity and/or a wildfire mitigation specialist to assist you. *Forestry, Fire and State Lands contact information*

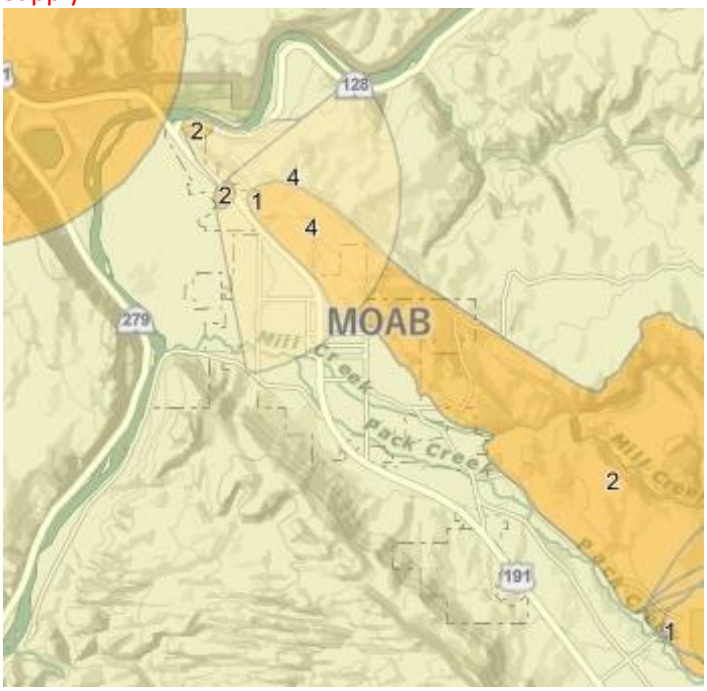
Watersheds and Drinking Water

There are approximately 26,000 acres in Grand County that are rated as High, Very High, or Extreme risk to drinking watersheds and population. This represents around 1% of the total acreage in the County. The majority of acreage in the County is Very, Very Low risk (1.8 million acres, or 75% of the County's total

acreage). The acres at risk are concentrated in the southeast corner of the County in the La Sal Mountains (see UWRAP report in Appendix D). However, it should be noted that much of the county's drinking water is sourced from the upper watersheds, which over-represented in higher-risk categories.

Further, Grand County's riparian areas serve a variety of functions, including trapping sediment, filtering pathogens and nutrient pollution, and maintaining biological diversity. The population also benefits from recreation opportunities in riparian areas. The County's riparian areas generally include moderate-to-high wildfire hazard potential (See UWRAP report in Appendix D).

There are two source water assessment zones located within the northern extent of city limits that provide a large portion of the City's culinary water. Additionally, the city is bounded by the Groundwater Protection Zone (Level 2) for the Glenn Canyon aquifer on the eastern side of the city. Level 2 protections include surface contamination requirements and increased standards for onsite wastewater systems located within the zone. Wildfire over this zone would increase the risk of surface contamination to municipal water supply.



The image (left) illustrates the surface water protection zones (dark orange) and the groundwater protection zones (light orange) within the city limits.

Wildlife

Grand County has several Wildlife and Waterfowl Management Areas (WMAs). They include:

- Willow Creek WMA (Uintah and Grand Counties), established to benefit big game winter range
- Little Creek WMA, established to benefit big game winter range
- Nash Wash WMA, established to benefit big game winter range, upland game
- Scott and Norma Matheson Wetlands Preserve WMA, established to benefit wetland preserve

Wilderness Study Areas

Grand County is also home to several Bureau of Land Management Wilderness Study Areas. They are:

- Mill Creek Canyon
- Grandstaff Canyon
- Behind the Rocks
- Westwater Canyon
- Flume Canyon
- Spruce Canyon

- Coal Canyon
- Floy Canyon
- Desolation Canyon
- Lost Spring Canyon
- A portion of the Black Ridge Canyons Wilderness

Damage Potential and Structures
There are approximately 248,000 acres, or 10% of the County's total acreage, rated as High or Very High for Damage Potential. This acreage is concentrated in the La Sal Mountains in the southeast portion of the County and in the Book Cliffs to the northwest (see UWRAP report in Appendix D).

There are approximately 6,200 acres rated as High, Very High, or Extreme risk of ember load to buildings. These areas are concentrated primarily in the Spanish Valley and Castle Valley areas (see UWRAP report in Appendix D).

Estimated Values at Risk

Provide an approximation of the estimated current values of residential and commercial property in the area. The County Assessor should be able to assist with this information.

Estimated values at risk of commercial and residential property	Grand County: $1,015,533,175 (taxable value of commercial and residential buildings) City of Moab: $1,516,980,485 (taxable value of commercial and residential buildings within city limits)
Year	2024

Insurance Rating

Protection Capabilities: Insurance Services Organization (ISO) rating for the community will serve as an overall indicator of its fire protection capabilities:
1 - Moderate - ISO Rating of 6 or lower. 2 - High - ISO Rating of 7-9. 3 - Extreme - ISO Rating of 10
You can contact your local fire department to find your ISO rating

ISO Fire Insurance Rating:	Grand County: 4X Moab City: 4

The Communities at Risk (CARs) list and relative wildfire risk score was developed cooperatively at the local and state level to assist land management agencies and other stakeholders in determining the scope of the WUI

challenge and to monitor progress in mitigating the hazards in these areas. The CARs list and score is updated through the interagency fuel groups. Input the fields that are reflected on the state list found on our website. ***Communities at Risk Score***

Communities At Risk Score (CARS)	
Score:	2.8 (See below)

Community	Overall Rating	Fire Occurrences	Structure Hazard	Fuel Hazard	Values Protected	Protection Capacity	Overall Score	Overall Rating
Castle Valley	High	2	2	2	2	2	10	3
Dewey	Moderate	1	0	1	0	3	5	2
Moab/Spanish Valley	High	2	2	2	2	1	9	3
Thompson Springs	High	2	2	1	3	2	10	3
Willow Basin	High	2	2	2	1	3	10	3
County Average		**1.8**	**1.6**	**1.6**	**1.6**	**2.2**	**8.8**	**2.8**

Area Fire History			
Fire Name	**Month/Year of fire**	**Ignition point/ source**	**Structure Damage Loss/ Acres burned**
Power House	6/2016	Moab City/ Human	0/ .39
Cinema Court	6/2018	Moab City/ Human	9/ 9.13
Spanish Valley	6/2019	Moab City/ Human	0/.25
Arbor	6/2019	Moab City/ Human	1/ .69
Atomic	6/2019	Moab City/ Human	0/ .1
Seward	7/2019	Moab City/ Human	0/1
Spanish Valley	7/2017	Spanish Valley/ Human	0/1.3
Sinbad	8/2017	Willow Basin/ Natural	0/2.1

Hwy 191 MM 156	6/2018	Crescent Junction/ Human	0/.1
Bitter Creek	7/2018	West Water/ Human	0/.1
Amigo	7/2018	Willow Basin/ Natural	0/.1
Thompson Road Shed	6/2019	Thompson Springs/ Human	0/.1
Plateau	7/2019	Spanish Valley/ Human	0/.1
6 c 1 MM145	9/2019	Airport/ Human	0/.1
TJ	5/2020	West Water/ Human	10.3
279	5/2020	County/ Human	0/.1
West Thompson	7/2020	Thompson Springs/ Human	0/.1
Matheson	4/2021	County/ Human	0/.4
Castle Valley	6/2021	County/ Human	0/8.1
Ida Gulch	6/2021	County/ Human	0/.1
Beaver Creek	6/2022	Willow Basin/ Natural	0/.1
Murphy	6/2022	County/ Undetermined	4/6 1
HWY191 MM129	6/2023	County/ Human	0/.1
Cisco	6/2023	Cisco/ Human	0/3.7
San Jose	6/2023	County/ Human	0/.1
Rim Village	7/2023	County/ Human	0/.1
Budweiser Lane	7/2023	County/ Human	0/.1
HWY191 MM144	7/2023	Crescent Junction/ Human	0/.1
Starbuck Lane	7/2023	County/ Human	0/.1
Brendal	9/2023	Crescent Junction/ Human	0/.1
Shumway	9/2023	County/ Human	0/2.2
Red Cliffs	2/2024	County/ Human	0/.1
Guardrail	2/2024	County/ Human	0/.1
Thompson #1	5/2024	Thompson Springs/ Railroad	0/.2
Thompson #2	5/2024	Thompson Springs/ Railroad	0/.4
Thompson #3	5/2024	Thompson Springs/ Railroad	0/3.7
Shumway Lane	6/2024	County/ Human	0/.1
Stewart Lane	6/2024	County/ Human	0/.1
Kane Creek	7/2024	County/ Human	0/.2
Roberts	6/2025	County/ Human	0/.1
Westwater Canyon	8/2025	Westwater/ Natural	0/.1

Grand County

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Wildfire Risk

Grand County

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Wildfire Risk is a combined assessment of the likelihood of a fire occurring (Threat) and the values of most concern potentially adversely impacted by fire (Fire Effects). Fire Effects consist of the Impacts on Values and Suppression Difficulty.

The Wildfire Threat Index is derived from historical fire occurrence, landscape characteristics including surface fuels and canopy fuels, percentile weather derived from historical weather observations and terrain conditions. ***Utah Wildfire Risk Assessment Portal (UWRAP)***

The UWRAP provides a consistent, comparable set of scientific results to be used as a foundation for wildfire mitigation and prevention planning in Utah. ***Including maps from the UWRAP report may also be beneficial in this section and can be attached as Appendix D. Consider using the following as an example.***

• *Location Specific Ignitions*	• *Fire Occurrence Density*
• *Water Impacts*	• *Rate of Spread*
• *Suppression Difficulty*	• *Fire Effects*

The UWRAP Area of Interest Report can be generated using the Advanced Viewer which you will need a registered account to be able to access.

UWRAP Basic Viewer *Basic Viewer*

UWRAP User Manuals

The UWRAP report shows several areas of heightened fire risk. For example, the Willow Basin area of the La Sal Mountains shows a very high rate of spread, high-to-very-high fire suppression difficulty, and high-to-very-high wildfire hazard potential. Likewise, the northwestern part of the county in the Book Cliffs area shows a high rate of spread, very-high-to-extreme fire suppression difficulty, and very high wildfire hazard potential. Finally, according to UWRAP data shows, the Spanish Valley area shows high rate of spread, high suppression difficulty, and moderate wildfire hazard potential.

Grand County

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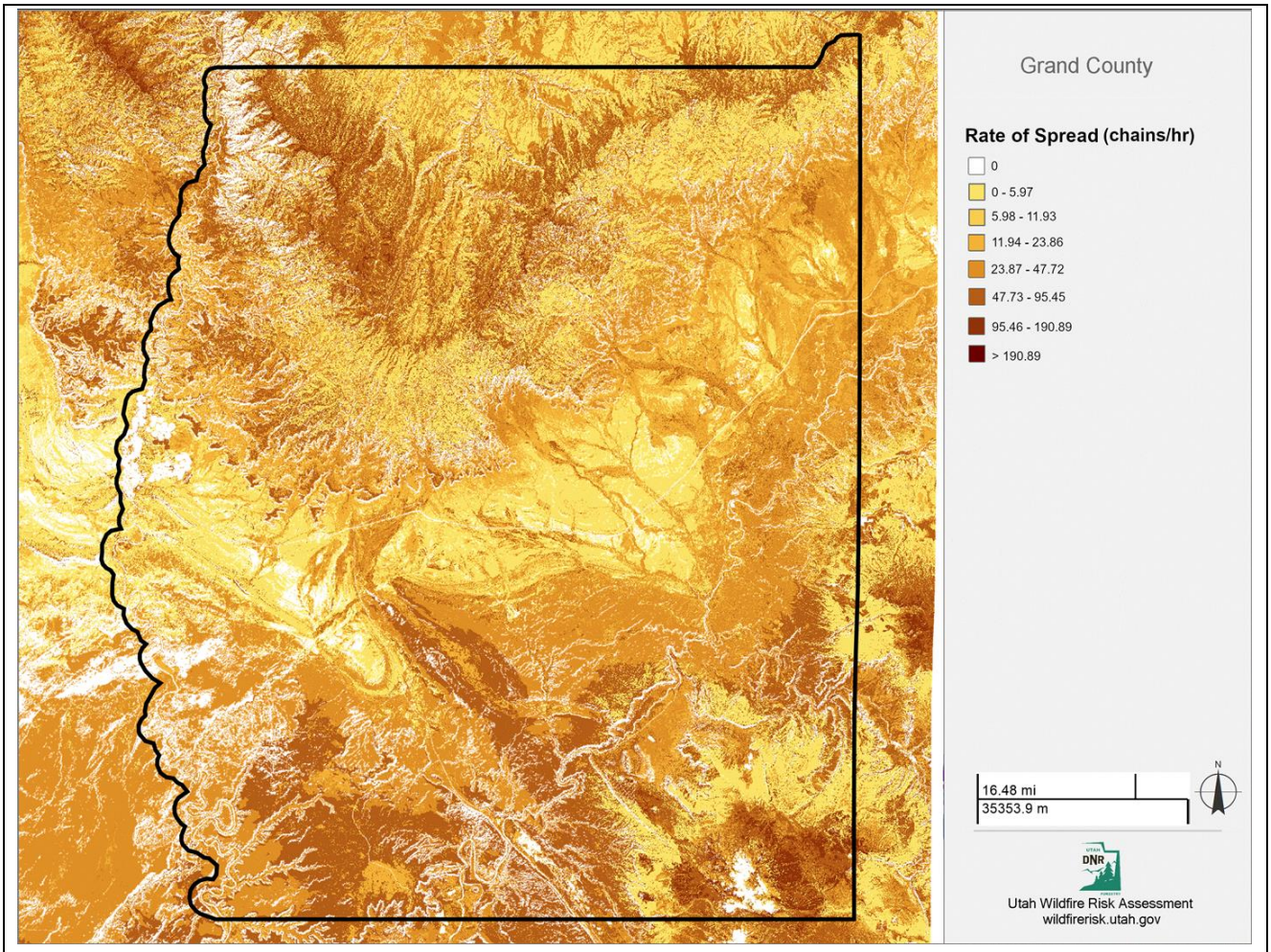

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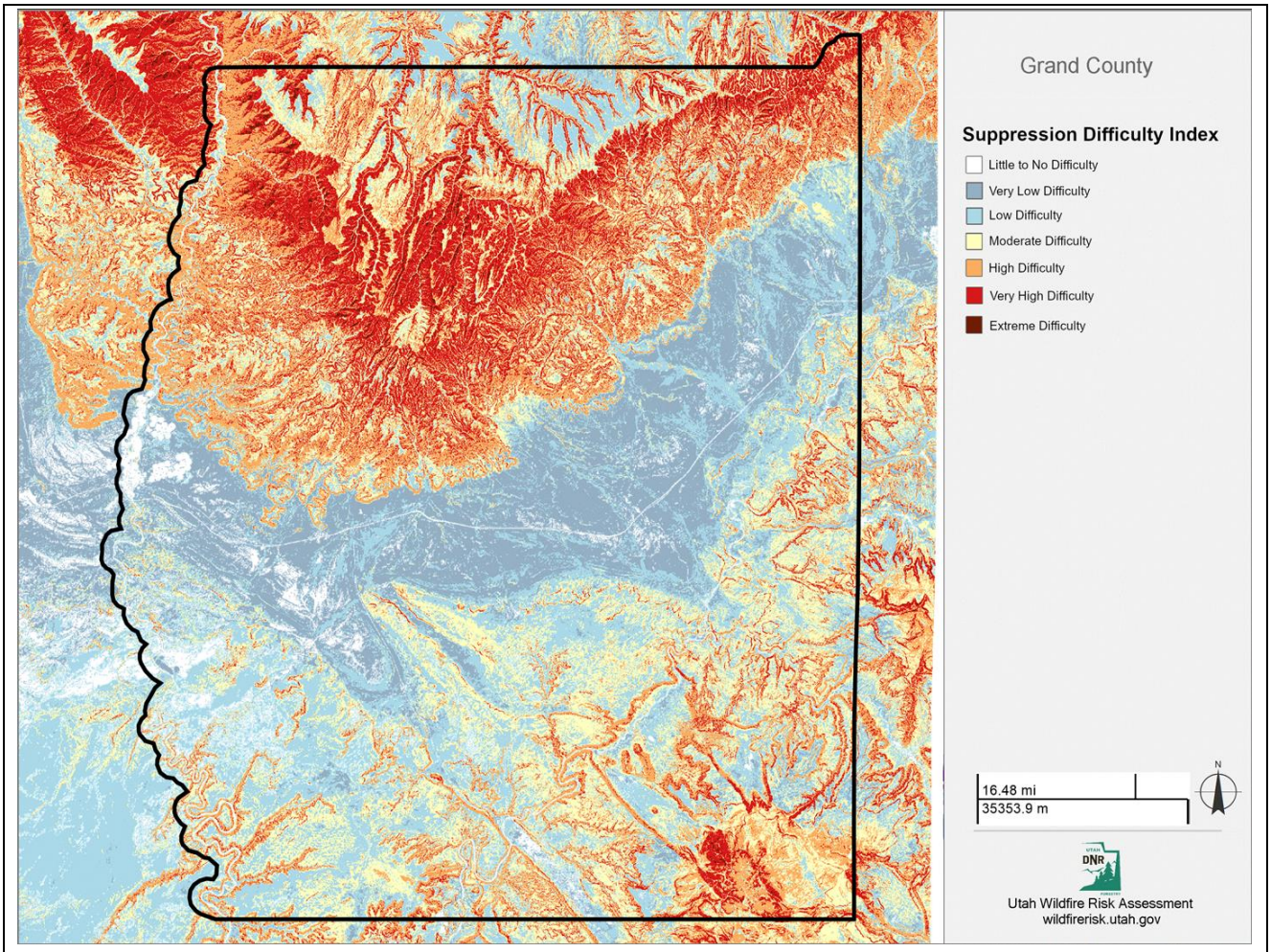

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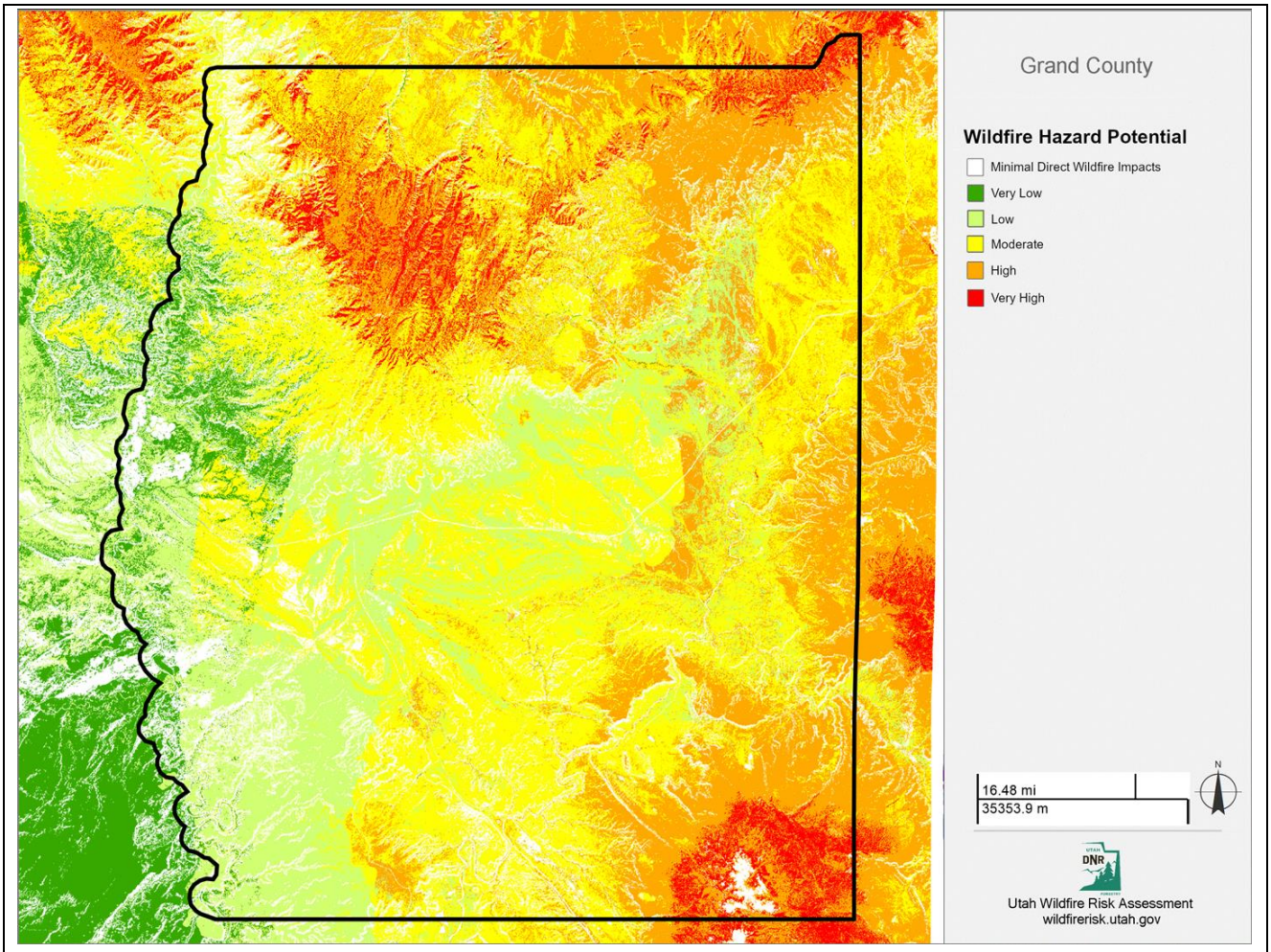

Grand County

Preparedness Plan

PARTNERSHIPS AND COLLABORATION

In detail, what are the wildfire mitigation priorities for your community? Describe how the community is coordinating with partners and adjoining agencies identified in this document. (This section can be added to as new projects and partners are developed. Community buy-in, and desires to support and move these projects forward, is critical to overall success.)

Example:
County Priorities – Willow Basin, Mill and Pack Creek
City Priorities – Mill and Pack Creek

A partnership of local agencies including Moab Valley Fire Department, Rim to Rim Restoration, Grand County, and Moab City was awarded the Community Wildfire Defense Grant (CWDG) in 2024. This grant is a five-year, $5.2 million award that focuses on reducing fire fuels along Moab's Mill and Pack creek corridors and the Matheson Wetlands. The project is helmed by the nonprofit Rim to Rim Restoration and the Moab Valley Fire Department, which together coordinate a coalition of state, local, and federal partners. Focus areas for CWDG work are properties considered "high-hazard" within a mile of Mill or Pack Creek in Grand County — with emphasis on high-density or underserved areas — and the eastern side of the Matheson Wetlands. The overall objective of the work is to increase the community "hardening" of wildfire defense. MAWP as an informal forum and meeting space that can highlight large and small scale issues that overlap with the vegetated corridors.

The Grand County Local Emergency Planning Committee (LEPC) meets quarterly to develop, maintain, and review emergency response plans and priorities. The Grand County LEPC invite list includes representatives from County and City government, first responder agencies, the private sector, healthcare, the state of Utah, elected officials, and the community at large.

Grand County

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Describe how you have coordinated with partners/adjoining agencies on past projects and fuels treatments (What you have accomplished and who performed the work.)

Past Accomplishments	
Prevention- Activities directed at reducing unplanned, human caused, fire ignitions, including public education, law enforcement, and personal contact.	MVFD has a very active fire prevention division and averages 90 hours of fire prevention work with the community each year. Work includes public education in schools and at community events, coordination with law enforcement during fire restriction periods, Social Media posts throughout the year, and property defensible space inspections
Preparedness- Activities that lead to a state of response readiness to contain the effects of wildfire to minimize loss of life, injury, and damage to property. Including access to home/community, combustibility of homes/structures and creating survivable space.	Wildfire response is an interagency effort within Grand County. MVFD works as a Cooperator with FFSL and is part of the SE Utah interagency group which includes BLM, USFS, NPS. Response to wildfires is aggressive with a common desire to keep fires small and reduce the risk to life and property. Mitigation and Prevention activities are designed to support our preparedness activities. In 2025, Moab Valley Fire Department purchased a Type 1/3 Urban Interface Engine for $599,460. This engine can be used for structures, wildfire, or both and will be used on fire response and fuels work throughout the County.
Mitigation- Actions that are implemented to reduce or eliminate risks to persons, property or natural resources including fuel treatments and reduction.	Since 2009 Rim to Rim Restoration has worked with over 75 landowners, The Nature Conservancy, the City of Moab, Grand County and MVFD to remove hazardous fire fuels in high hazard areas along the creek corridors in both the city and county. Work has been done in a patchwork manner to reduce impacts on wildlife habitat while shifting the creek corridors from a dense thicket that could act like a wick that could pull fire from the wetlands out into residential areas 4 miles away in Spanish Valley. With over 350 land owners along the creeks in the Moab Valley it is impossible to implement this work without collaboration with land owners and various government entities. As a non profit RRR has been able to facilitate needed collaboration over time. Much of this work has been funded by the Utah Watershed Restoration Initiative (see project numbers 1157,1419,1645, 1982, 2225, 2568, 3436, 4037, 4588, 4787, 5260, 5525, 5860, 5938, 6518, 6969, and 7352 for more details). Over 200 acres of Russian olive has been removed from the creek corridors over the last 17 years, coupled with active native plant revegetation during that time. The WRI projects funded work throughout the Mill Creek Watershed including significant fire mitigation work in the La Sals as well as post fire rehabilitation in Upper Pack Creek after the Pack Creek Fire.

	From 2009 through 2013 RRR and FFSL partnered in this work and focused on Mill Creek with a notable location on Pack Creek at the Cinema Court apartments completed in 2012/13. Work slowed between 2013 and 2017 to allow for cleared areas to recover and active revegetation to be implemented in areas that were revegetating with primarily fine fuels. Work during this period was driven in part by willing land owners with the intention of creating periodic fuel breaks along the creeks. The 2018 Cinema Court Fire, with suppression aided by the fire break provided by the downstream end of the fire, prompted a more robust collaborative approach and RRR worked closely with MVFD to identify key locations for fire breaks along both creeks based on proximity to fire hydrants that could be used to help wet areas to halt fire spread in the creeks. During that time Pack Creek became the focus of removal work and Team Rubicon became an active project partner through their use of Moab as an ideal training area for disaster response sawyers. The extreme flood in Mill Creek in August 2022 illustrated the benefit of hazardous fuels removal in ensuring more predictable flood conveyance and more project partners including the City of Moab and Grand County Office of Emergency Management became engaged. This increased engagement came in part through funding from the City to establish the Creek Stewardship Working Group (CSWG) in 2023 to improve project planning and communication related to the creek corridors through the valley. In late 2023 MVFD was prompted by FFSL to apply for a Community Wildfire Defense Grant and the CSWG led by RRR submitted a proposal that fall. The CWDG project was funded in 2024 and work in 2025 has focused on building the tools needed to increase the hazardous fuels removal in the creek corridors and other key areas in the valley as well as expand to fine fuels reduction work and a robust outreach program coordinated by RRR but in collaboration with all project partners (MVFD, GCSOEM, City of Moab, Grand County and several non profits). Through this funding work started by RRR has been expanded to with MVFD building a fire fuels crew, and RRR has been able to shift to working with private landowners to assess fire hazards and develop mitigation plans with them. In addition, the Grand County Weed Department now has an Urban and Fire Fuels Weed Division and the City of Moab will be hiring a public works employee to focus on fire fuels – especially fine fuels – throughout the City. For a more detailed description of community wide mitigation efforts through the life of the CWDG project, see Appendix D. In addition, The Nature Conservancy, under the management of Michael Hauge, has stepped up hazardous fuels removal work in the wetlands in preparation for regular bullrush burns to reduce the hazard posed by decadent bullrush stands in that area.

	FFSL actions: Willow Basin – 32 acres treated (Cut/Pile/Burn) East Slope LaSals - 2167 acres treated (Cut/Burn/Mastication) Moab Valley FFSL – 1434 acres treated (Cut/Chip/Spray) Professor Valley – 40 acres treated (Cut/Pile/Burn)
Maintenance- The process of preserving actions that have occurred including fuel treatments and reduction.	Moving forward the CSWG, through CWDG funding has developed the FireBREAK campaign to provide consistent outreach messaging and materials. RRR and MVFD, in collaboration with Grand County Weed Department, are actively working to maintain the fire breaks developed over the past 17 years as well as expand them. The goal is for the creek corridors to be a maintainable shaded fire break where engaged landowners maintain the fire break through mowing fine fuels and maintaining areas free of ladder fuels. RRR works with each landowner to develop a hazardous fuels removal plan, and then works with MVFD and others to do the heavy lift often required to remove large olives, olive groves and tamarisk thickets. After the large scale removal is completed RRR works with the landowner, MVFD and Grand County Weed Department to provide the landowners with complete information about what to expect as the area regrows and how to manage that regrowth to ensure the fire break remains. This is particularly important for the first 3-5 years post removal to ensure resprouts and saplings do not just fill the area back in . In addition, information is provided to landowners about how to manage fine fuels and most importantly how to facilitate native plants in the area with proper spacing to reduce the need for mowing or herbicide as the area stabilizes. Initially, especially in large or complex areas with springs, GCWD, MVFD or RRR will assist landowners with some of this work while they learn how to perform this maintenance work themselves. RRR is currently developing a suite of information sheets to help landowners understand weed control and native plant regeneration techniques so that landowners have the tools they need to aid in this work moving forward. In 2026 RRR will start hosting Creek Walks in neighborhoods to bring this information to landowners on the ground and help build community efforts to better maintain a shaded fire break in the creek corridor that will also aid with flood flow conveyance.

Grand County

Preparedness Plan

PART III:
RISK REDUCTION GOALS/PROPOSED ACTIONS

Goals of Plan: *Provide a brief statement under the Prevention, Preparedness, Mitigation and Maintenance goals. These should align with the pillars of the National Cohesive Strategy and the Utah Catastrophic Wildfire Reduction Strategy (1. Resilient Landscapes 2. Fire Adapted Communities 3. Safe and Effective Wildfire Response).*

Identification of Actions: *Provide detailed project information. These projects/actions should be listed in order of priority, can be mapped/tracked in the Utah Wildfire Risk Assessment (UWRAP) portal https://wildfirerisk.utah.gov/ and should be consistent with a Cooperative Agreement in compliance with the Wildfire Policy if applicable.*

PREVENTION *Activities directed at reducing unplanned, human caused, fire ignitions, including public education, law enforcement, personal contact.*			
Action(s):	**Timeline:**	**Entity or Community Lead:**	**Completion Date:**
Manage recreation (trails, campsites, etc) to prevent wildfire ignitions and reduce fuel loading	Ongoing	Grand County, Moab City, Moab Valley Fire Department	
Conduct public outreach and education regarding actions avoid human-caused fire ignitions	Ongoing	Grand County, Moab City, Moab Valley Fire Department	
Adopting the WUI code into the municipal code anticipation of HB 48	January 1, 2026	City of Moab	
Possible update of the Landscape ordinance (Title 17.10) to address defensible space or ignition zone overlaps	2027	City of Moab	

Grand County

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Notes, updates, measured outcomes, and monitoring

PREPAREDNESS *Activities that lead to a state of response readiness to contain the effects of wildfire to minimize loss of life, injury, and damage to property. Including access to home/community, combustibility of homes/structures and creating survivable space.*			
Action(s):	**Timeline:**	**Entity or Community Lead:**	**Completion Date:**
Conduct outreach to encourage individual lot cleanup and creation of defensible space	Ongoing	Grand County, Moab City, Moab Valley Fire Department, Rim to Rim Restoration	
Designate landfill voucher and/or chipping days to assist residents in removal of fuels from their properties	Ongoing	Grand County	
Work with community leaders to evaluate community wildfire preparedness and identify deficiencies (e.g. manpower, equipment, infrastructure, etc). Work with stakeholders to revive the CERT program.	Ongoing	Grand County, Moab City, Moab Valley Fire Department	
Identify existing fuel breaks and propose other strategic fuel break locations	Ongoing	Grand County, Moab City, Moab Valley Fire Department, Rim to Rim Restoration	
Develop an evacuation plan, including zones, routes, and identification of and planning for groups needing additional assistance for emergency evacuation	2027	Grand County, Moab City, Emergency Response Entities	

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Preparedness Plan

Notes, updates, measured outcomes, and monitoring			

MITIGATION *Actions that are implemented to reduce or eliminate risks to persons, property or natural resources including fuel treatments and reduction.*			
Action(s):	**Timeline:**	**Entity or Community Lead:**	**Completion Date:**
Evaluate fuel loading around communities and identify priority areas for fuel reduction treatments using the matrix and weighted algorithm shown the notes section. Conduct fuel reduction treatments in identified priority areas. Thirty-seven properties have been identified through community engagement from October 2024 through December 2025, with an anticipated yearly increase of 30 properties per year through 2029. The goal of this effort is to mitigate 1000 acres of land over a 5 year period. Details of this action can be found in Appendix D.	Ongoing through 2029	Grand County, Moab City, Moab Valley Fire Department, Rim to Rim Restoration	
Prevent noxious/invasive weed proliferation through management, control, and reduction.	Ongoing	Grand County	

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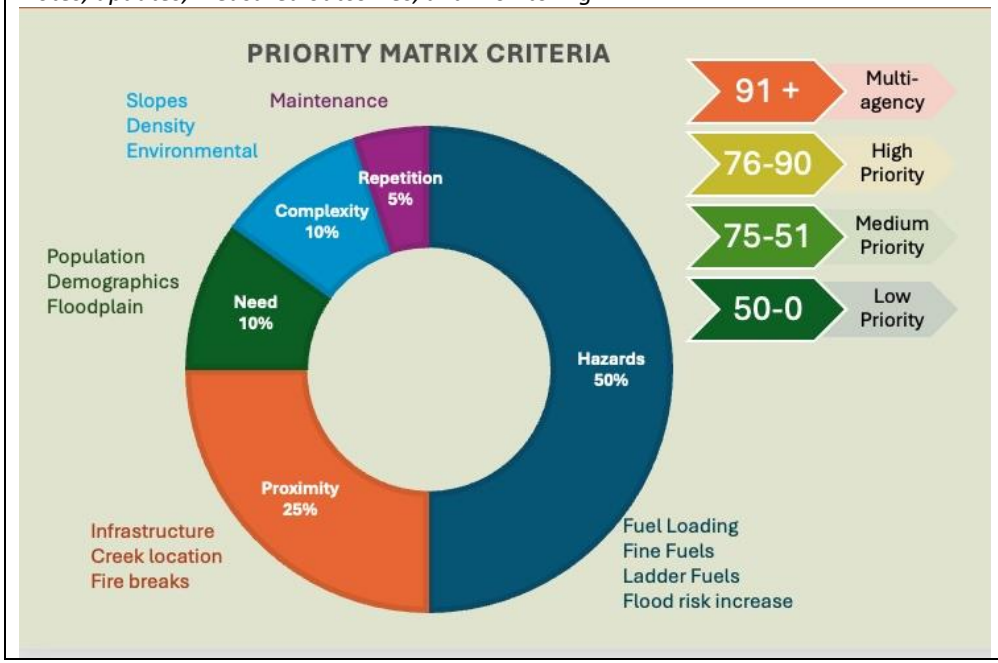
Support agencies in post-fire rehabilitation/watershed restoration projects to reduce adverse impacts after fires.	Ongoing	Grand County, Moab City, Moab Valley Fire Department, Rim to Rim Restoration	
Develop an implementation plan for HB 48, Wildland Urban Interface Modifications. Implement the plan.	2026	Grand County, City of Moab	
The Nature Conservancy is actively addressing their hazardous fuels in the Matheson Wetlands. They plan to expand those efforts over the next few years. It is anticipated that at least 300 acres of ladder fuels will be removed by the end of the project term, and at least one bulrush burn (conditions permitting) will be done to reduce overall hazard in this crucial area.	Ongoing	TNC, Moab Valley Fire	
Provide education to City/County leadership and the general public on treatment strategies for hazardous fuels.	Ongoing	Grand County, Moab Valley Fire Department, Rim to Rim Restoration	

Notes, updates, measured outcomes, and monitoring



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MAINTENANCE *The process of preserving actions that have occurred including fuel treatments and reduction.*			
Action(s):	**Timeline:**	**Entity or Community Lead:**	**Completion Date:**
Continue to implement roadside mowing/reseeding projects	Ongoing	Grand County, Moab City	
Continue to work with agencies to evaluate priority areas for fuel reduction treatments	Ongoing	Grand County, Moab City, Moab Valley Fire Department, Rim to Rim Restoration	
Maintain existing fuel breaks	Ongoing	Grand County, Moab City, Moab Valley Fire Department, Rim to Rim Restoration	
Continue fine fuels reduction	Ongoing	Grand County, Moab City, Moab Valley Fire Department, Rim to Rim Restoration	
Conduct an annual review of progress on CWPP goals in alignment with City budgeting cycle	Ongoing/annually	Moab City	
Conduct an annual review of progress on CWPP goals in alignment with County budgeting cycle	Ongoing/annually	Grand County	
Notes, updates, measured outcomes, and monitoring			

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PART IV:
CONTACTS

Community Planning Committee - Member List			
The contacts in this part identify community resources that can be used to complete the goals of the plan.			
Name	**Affiliation**	**Phone Number**	**E-mail**
Clark Maughan	Moab Valley Fire Department	435-260-2830	cmaughan@moabfiredepartment.org
Bruce Jenkins	Grand County Fire Warden	435-220-0179	Bjenkins@utah.gov
Michael Black and Alexi Lamm	City of Moab	435-259-5121	Mblack@moabcity.gov Alamm@moabcity.gov
Kate Finley	Grand County Emergency Manager	435-260-8711	Kfinley@grandcountyutah.gov
Kara Dohrenwend and Bryce Rogers	Rim to Rim Restoration	435-259-6670	Kara@revegetation.org Bryce@revegetation.org
Izzi Weimholt and Maria Rago	Grand County Weeds Department	435-259-1369	Eweimholt@grandcountyutah.gov Mrago@grandcountyutah.gov
Michael Hauge	The Nature Conservancy	404-213-8009	Mhauge@tnc.org
Cody McKinney	Grand County Road Department	435-259-5308	Cmkinney@grandcountyutah.gov
Lisa Ceniceros	Grand County Building Department	435-259-4134	Lceniceros@grandcountyutah.gov

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Key Stakeholder Contacts				
Individuals who live/work in the community, tribe(s), entities that manage infrastructure, schools and other public facilities, those who provide emergency response (fire/police, etc.), land managers (federal, such as U.S. Forest Service (USFS) and U.S. Department of the Interior (DOI), and state and local representatives, etc.), 4-H groups, faith-based groups, resource conservation districts, media and anyone who is interested/or would be affected by a wildfire emergency.				
Organization	**Title**	**Contact Person**	**Phone Number**	**E-mail**
Grand County Sheriff's Office	Grand County Sheriff	Jamison Wiggins	435-259-4321	jwiggins@grandcountyutah.gov
Moab Valley Fire Department	Fire Chief	TJ Brewer	435-259-5557	tbrewer@moabfiredepartment.org
Moab City Police	Chief	Lex Bell	435-259-8938	abell@moabcity.gov
Grand County Emergency Management	Emergency Management Director	Kate Finley	435-260-8711	kfinley@grandcountyutah.gov
Grand County Road Department	Supervisor	Cody McKinney	435-259-5308	cmckinney@grandcountyutah.gov
City of Moab Public Works	Director	Levi Jones	435-259-7485	ljones@moabcity.gov
Grand County EMS	Director	Andy Smith	435-259-1301	asmith@grandcountyems.net
Old Spanish Trail Arena	Director	Angie Book	435-259-6226	abook@grandcountyutah.gov
Grand County School District	Superintendent	Matthew Keyes	435-259-5317	keyesm@grandschools.org
Moab Charter School	Assistant Administrator	Yuli George	435-259-2277	yuli@moabcharterschool.org
US Forest Service	Moab and Monticello District Ranger, Manti-La Sal National Forest	Michael Englehart	435-636-3561	Michael.englehart@usda.gov
Bureau of Land Management	Canyon Country District Manager	Nicollee Gaddis-Wyatt	435-259-2100	Blm_ut_mb_mail@blm.gov
Utah Forestry, Fire and State Lands	Southeast Area Manager	Matt McEttrick	435-210-4578	Mmcettrick@utah.gov
Utah Department of Transportation	Southeast Area Supervisor	Chet Johnson	435-459-4422	Cjohnson@utah.gov
Utah Highway Patrol	Section 13 Commander	Charlie Taylor	435-259-5441	Chtaylor@utah.gov
Moab Regional Hospital	Main switchboard		435-719-3500	

Utilities

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Those who manage utilities: power, gas and phone services (cell towers).				
Organization	**Title**	**Contact Person**	**Phone Number**	**E-mail**
Rocky Mountain Power	Local representative	Dan Vink		Dan.vink@rockymountainpower.net
Enbridge Gas	Local representative	Callie Whitney	435-719-2491	Whitney@enbridge.com
GWSSA	Agency Manager	Ben Musselman	435-259-8121	Ben@grandwater.org
Public Works- Sewer	Public Utilities Director	Obe Tejada	435-260-7009	Otejada@moabcity.gov
Emery Telcom	Local Representative		435-259-8521	Ggreen@emerytelcom.com

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APPENDIX

Appendix A: Community Wildfire Evacuation Plan

Narrative: This plan will be used by the community as a framework for a safe, coordinated effort to evacuate members in the event of a wildfire. The strategies can include but are not limited to 1) A coordination structure to determine who will be in charge, and who the key contacts are, 2) An emergency communications strategy to inform officials and the community, 3) Traffic control measures, (be sure to think about utilizing all modes of transportation including existing transit, walking, biking, e-scooters), and 4) A plan to ensure disadvantaged and vulnerable populations have the resources to evacuate.

Evacuation areas and routes will be identified by the incident command structure working on the fire and carried out with the assistance of local law enforcement. Grand County Emergency Management will assist with public education and outreach around the Ready, Set, Go! program. Emergency management will also communicate evacuation and re-entry status to the public through a variety of means, including IPAWS, AlertSense, and social media.

Requests for evacuation assistance, such as means of transportation or specific vehicles/equipment for individuals with access or functional needs, will be coordinated through the Grand County EOC. If resource requests cannot be filled locally, the Grand County EOC will reach out to mutual aid partners or the state for additional support.

Appendix B: (*Optional) Community Smoke Mitigation Plan

Narrative: This plan will be used by the community to address what strategies can be followed to keep the community safe in the event the air quality downgrades to unhealthy levels due to smoke caused by wildfires. The strategies can include but are not limited to 1) Understanding the vulnerable demographics within the community, 2) Strategy on how to inform community members of wildland fire smoke risks. 3) Strategy on how communities/community members can prepare for low air quality days e.g.: Designing a clean room in the house where air is filtered, having an air filtration plan for the whole building/house, creating a clean air space in the community, addressing air filtration in schools, or attaining a cache of air filters to loan out to vulnerable populations etc. Smoke Ready Resources can be found here, Community Fire Planning.

Click or tap here to enter text.

Appendix C: Restricting Covenants and Ordinances

Narrative:
The 2006 Utah Wildland-Urban Interface Code, which has been adopted in Grand County, can be found on the County website at this link.

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In 2024, City of Moab adopted a new Landscape Ordinance (link) that requires waterwise and encourages the planting of trees adjacent to the Right of Way.

Appendix D: Community Wildfire Risk Assessment and Mitigation

In October of 2024 a group of partnering agencies in the Moab Valley was granted $5.2 million over 5 years to assess and mitigate 1000 acres of land in and near the Mill and Pack Creek corridors. Rim to Rim Restoration and Moab Valley Fire Department are leading this collaborative effort involving the City, County and GCSOEM. In the past year, over 37 properties have been assessed with fire fuel reduction work facilitated at 17 of the identified properties. The risk was assessed via a weighted algorithm described by the graphic below. Now that the assessment process is in place, using the prioritization matrix illustrated in the section above, project work will expand in the next three years. This work has set a precedent to not only involve individual property owners in identifying hazardous fuels on their property, but with a robust education and outreach program designed to increase homeowner awareness of fire fuels it places the responsibility of maintenance on property owners to maintain defensible space on their properties. This process will continue through the life of the CWDG funding, set it expire in 2029. The final phase of the CWDG project will include an assessment of the work completed as well as what form future fire mitigation efforts will take in the Valley.

Areas needing Fire mitigation work needs in the city and county over the next five years are being identified through a LiDAR based overall analysis of the valley coupled with locating significant infrastructure and proximity to dense development. In addition, residents can submit locations of concern via our assessment portal, which aids in identifying critical areas of dense fuels with landowners willing to get involved in mitigation work. Once sites of concern, or sites submitted to us are identified, a site assessment including a site visit by MVFD, RRR and sometimes GCDW is done. RRR then develops a mitigation plan including follow treatment and revegetation needs and MVFD and RR determine if a resource funded through the FireBREAK program is eligible for removal work based on how the location ranks via the priority matrix. In all cases, landowners will receive mitigation planning documents and information to aid in implementing this work. If MVFD, RRR and GCWD perform the initial removal work, follow up maintenance information is also provided to the landowners. Below is a table of in progress and completed work in Grand County as of December 2025.

Project Number	Approximate Acreage	Matrix Score	Status
PROJ-001	3.23	96.5	Completed
PROJ-002	1.19	88	High Priority
PROJ-003	4.23	84	High Priority - Schedule for Spring 2026
PROJ-004	5.86	75	Completed
PROJ-005	3	59	Completed
PROJ-006	6.45	63	High Priority
PROJ-007	1.72	65	Medium Priority

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PROJ-008	0.56		Request for Site Visit
PROJ-009	1	71.5	Completed
PROJ-010	140	54	Low Priority - scheduled for fall 2025
PROJ-011	14.6	50	Low Priority
PROJ-012	109	59	Medium Priority
PROJ-013	3.1		Request for Site Visit
PROJ-014	4.49	39	Low Priority - scheduled for Spring 2026
PROJ-015	3.6	71	In process
PROJ-016	2.5	85	Completed
PROJ-017	1.56	28.5	Completed
PROJ-018	0.36		Request for Site Visit
PROJ-019	1	50	Low Priority
PROJ-020	1.12		Request for Site Visit
PROJ-021	0.5	42.5	Low Priority
PROJ-022	0.62	50	Completed
PROJ-023	12.28	72.5	Medium Priority
PROJ-024	8.46	87.5	High Priority
PROJ-025	33.95	76.5	High Priority - In Process
PROJ-026	1	30	Completed
PROJ-027	0.92	55	Low Priority - In process

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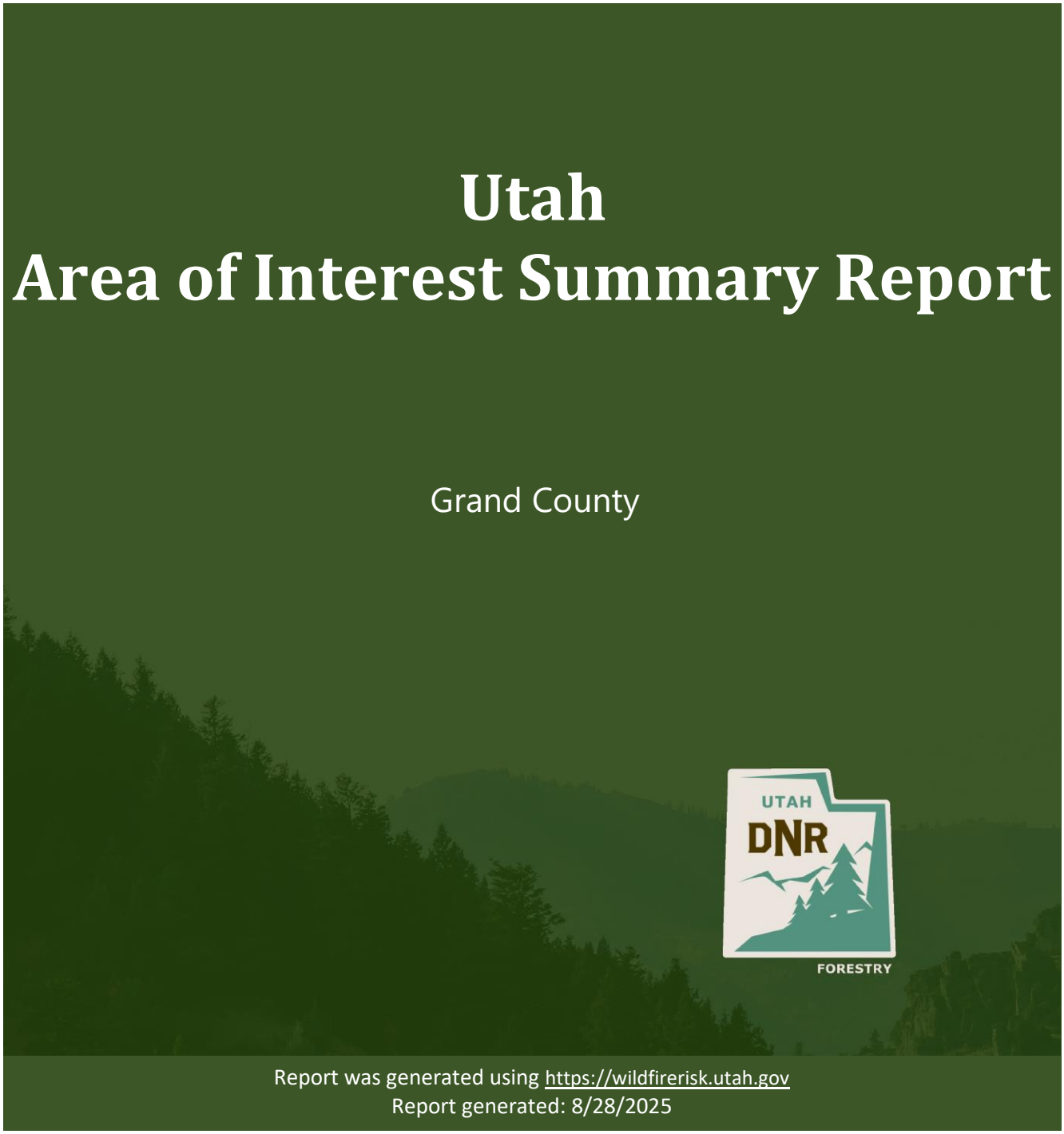
Appendix E: UWRAP Report

See below:



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Conditional Sources of Ember Load to Buildings
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To navigate to a specific section of the report, press the Ctrl key and click on the section title.

Citation:

Utah Division of Forestry, Fire, and State Land. 2025. Utah Area of Interest Summary Report [Computer Application]. Retrieved from https://wildfirerisk.utah.gov.

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Introduction

Utah Area of Interest Summary Report

The Area of Interest tool allows users of the Advanced Viewer application to define a specific location to further explore its wildfire risks. This information can then be exported, providing a detailed summary using attributes selected by the Utah Division of Forestry, Fire, and State Land. The data layers for many of these map products were created with publicly available data and information submitted by volunteer fire departments. These map products have been summarized explicitly for the active Area of Interest. To access all data layers as a GIS file, users must "export data as a .zip file" after creating an area of interest.

This report was designed so that information can be copied and pasted into other plans, reports, or documents depending on user needs.

Examples include, but are not limited to, Community Wildfire Protection Plans, Local Fire Plans, Fuels Mitigation Plans, Hazard Mitigation Plans, Homeowner Risk Assessments, and Forest Management or Stewardship Plans.

The Utah Wildfire Risk Assessment provides a consistent, comparable set of scientific results to be used as a foundation for wildfire mitigation and prevention planning in Utah.

Results of an assessment can be used to help prioritize areas in the state where mitigation treatments, community interaction, and education or tactical analyses might be necessary to reduce risk from wildfires.

The Utah Wildfire Risk Explorer's map products and descriptions included in this summary report are designed to provide the information needed in support of the following key priorities:

- Identify areas that are most prone to wildfire.
- Plan and prioritize fuel treatment within programs.
- Allow agencies to work together to better define priorities and improve emergency response,

particularly across jurisdictional boundaries.
- Increase communication with local residents and the public to address community priorities and needs.
- Identify areas where additional tactical planning may be desirable, specifically related to mitigation projects and Community Wildfire Protection Planning.
- Provide the information necessary to support resource, budget, and funding requests.
- Plan for response and wildfire suppression resource needs.

Map Products and Descriptions

Each map product in this Summary Report is accompanied by a general description, table, chart, or map. Please see the table below for a list of data layers available in the Summary Report.

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Utah WRAP Layer	Description
Fire History Statistics	Fire history statistics provide insight as to the number of fires, acres burned, and cause of fires, and are useful for fire prevention and mitigation planning.
Wildfire Hazard Potential	The wildfire hazard potential (WHP) dataset represents an index that quantifies the relative potential for wildfire that may be difficult to control.
Risk to Drinking Watersheds and Population	The Risk to Drinking Watersheds and Population layer was created by multiplying wildfire threat (in the form of the Structure Exposure Score) by potential impacts (in a metric incorporating three factors: the Suppression Difficulty Index, estimated surface drinking water importance, and population density).
Burn Probability	This dataset is a 30-m cell size raster representing annual burn probability (BP) across the analysis area.
Damage Potential	Damage Potential (DP) represents the potential consequences of fire to a home at a given location if a fire were to occur and if a home were located there.
Structure Exposure Score	Structure Exposure Score (SES) combines wildfire likelihood (burn probability) and consequence (represented by Damage Potential) assuming a home is present on every pixel.
Conditional Risk to Potential Structures	The conditional risk to potential structures (cRPS) dataset represents the potential consequences of fire to a home at a given location, if a fire occurs there and if a home were located there.
Risk to Potential Structures	The expected risk to potential structures (RPS) dataset represents a measure that integrates wildfire likelihood and intensity with generalized consequences to a home on every pixel.
Probability of Exceeding Manual Control	This dataset represents the probability of heading flame lengths exceeding 4 feet, which is generally considered the threshold for exceeding the possibility of manual control during fire operations.
Probability of Exceeding Mechanical Control	This dataset represents the probability of heading flame lengths exceeding 8 feet, which is generally considered the threshold for exceeding the possibility of mechanical control during fire operations.
Probability of Extreme Fire Behavior	This dataset represents the probability of heading flame lengths exceeding 11 feet, which is generally considered the threshold for extreme fire behavior during fire operations.
Suppression Difficulty Index	Wildfire Suppression Difficulty Index is a quantitative rating of relative difficulty in performing fire control work.
Flame Length	This dataset represents the weighted-average flame length (FL) in feet for a given pixel in the fuelscape (including any contribution of crown fuel).
Rate of Spread (chains/hr)	This dataset represents the weighted-average rate of spread (ROS) in chains per hour for a given pixel in the fuelscape (including any contribution of crown fire spread rate).

Heat per Unit Area	This dataset represents the weighted-average heat per unit area (HPA) in kilojoules per square meter for a given pixel in the fuelscape (including any contribution of crown fuel).

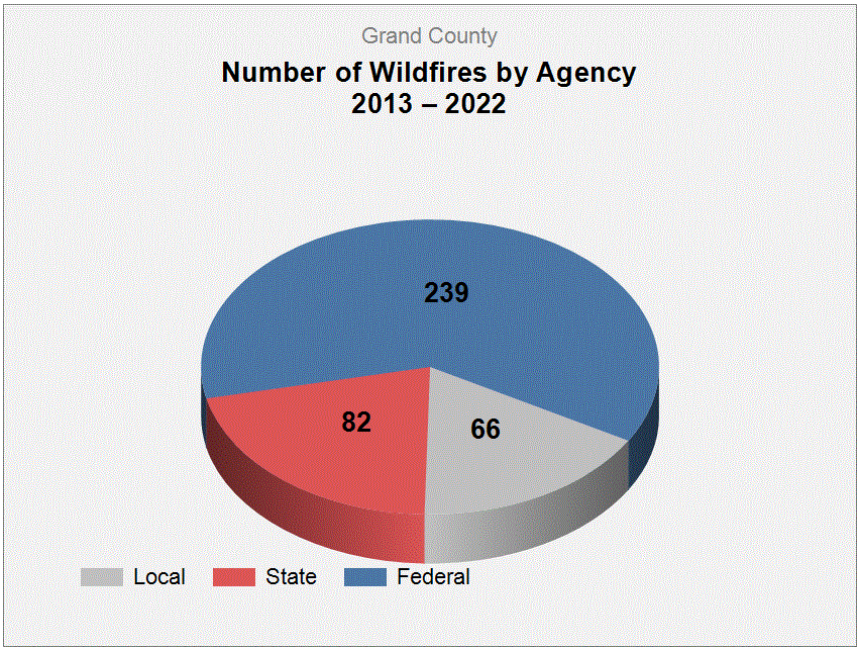
Utah WRAP Layer	Description
Conditional Ember Production	This dataset indicates where embers are originating when fires occur (so they could be targeted for treatment).
Conditional Sources of Ember Load to Buildings	This dataset indicates where embers might land near buildings.
Housing-Unit Density (HUDEN)	This layer displays housing-unit density.

Fire History Statistics

Description

Fire history statistics provide insight into data related to reported wildfires in Utah. These statistics are useful for fire prevention and mitigation planning. They can be used to quantify the level of fire business, determine the time of year most fires typically occur and develop a fire prevention program aimed at reducing the fire occurrence rate based on specific fire cause information.

Ten years of historic fire report data where fires had a specific defined location were used to create the fire occurrence summary charts. Wildfire Ignition data was compiled from federal and state sources for the years 2013 through 2022.



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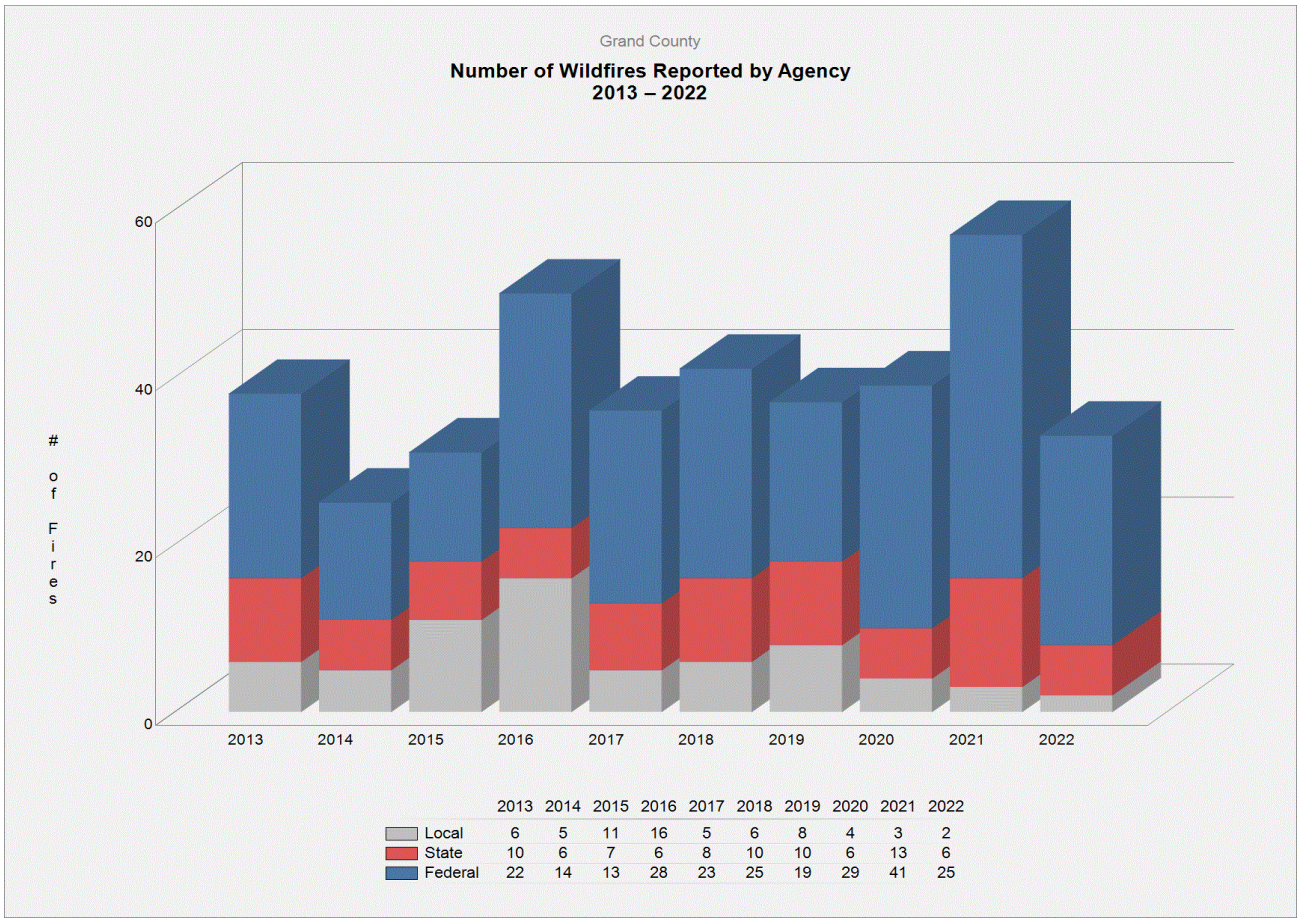

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Local	6	5	11	16	5	6	8	4	3	2
State	10	6	7	6	8	10	10	6	13	6
Federal	22	14	13	28	23	25	19	29	41	25

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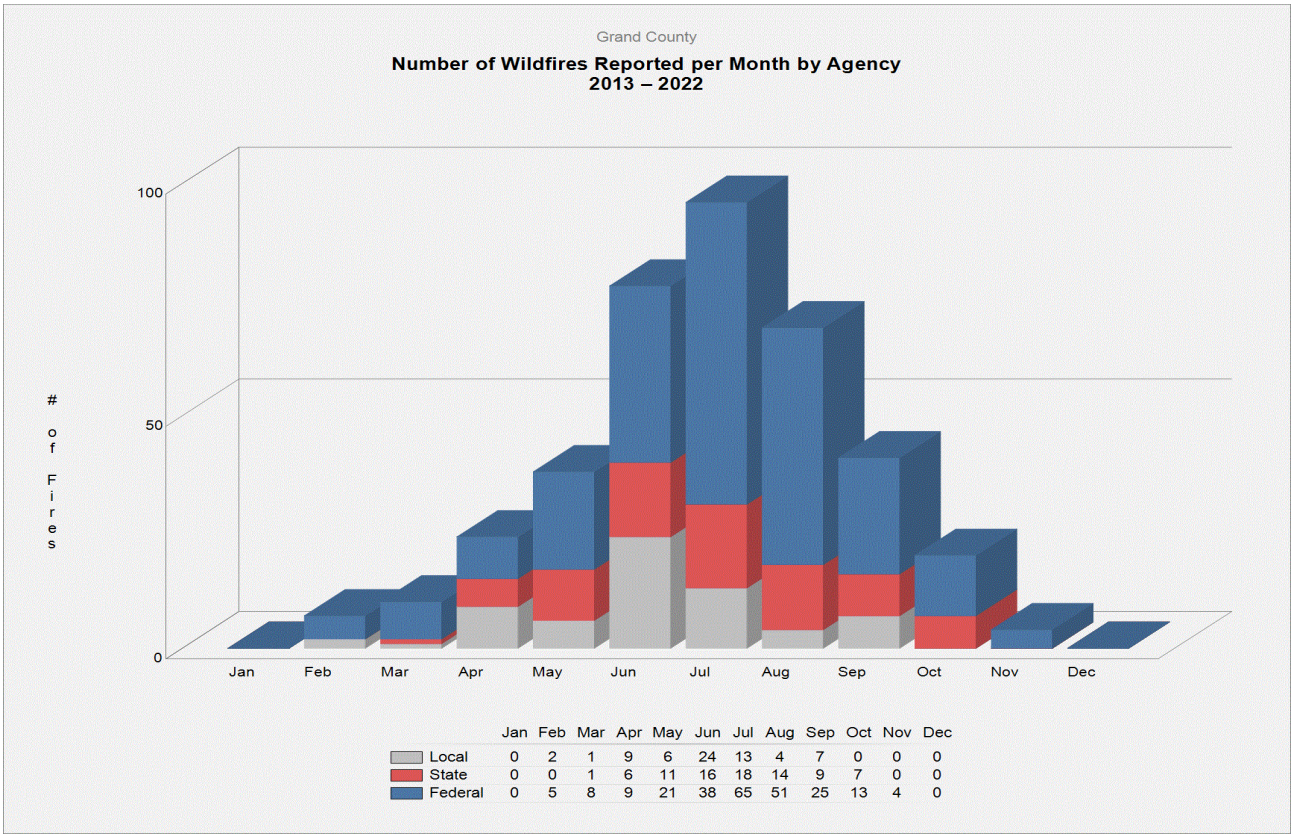

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Local	0	2	1	9	6	24	13	4	7	0	0	0
State	0	0	1	6	11	16	18	14	9	7	0	0
Federal	0	5	8	9	21	38	65	51	25	13	4	0

Wildfire Hazard Potential

The wildfire hazard potential (WHP) dataset represents an index that quantifies the relative potential for wildfire that may be difficult to control. WHP can be used as a measure to help prioritize where fuel treatments may be needed.

	Wildfire Hazard Potential Category	Acres	Percent
	Minimal Direct Wildfire Impacts	296,396	12 %
	Very Low	79,347	3 %
	Low	462,206	19 %
	Moderate	1,001,146	40 %
	High	540,176	22 %
	Very High	115,527	5 %
	Total	**2,494,797**	**100 %**

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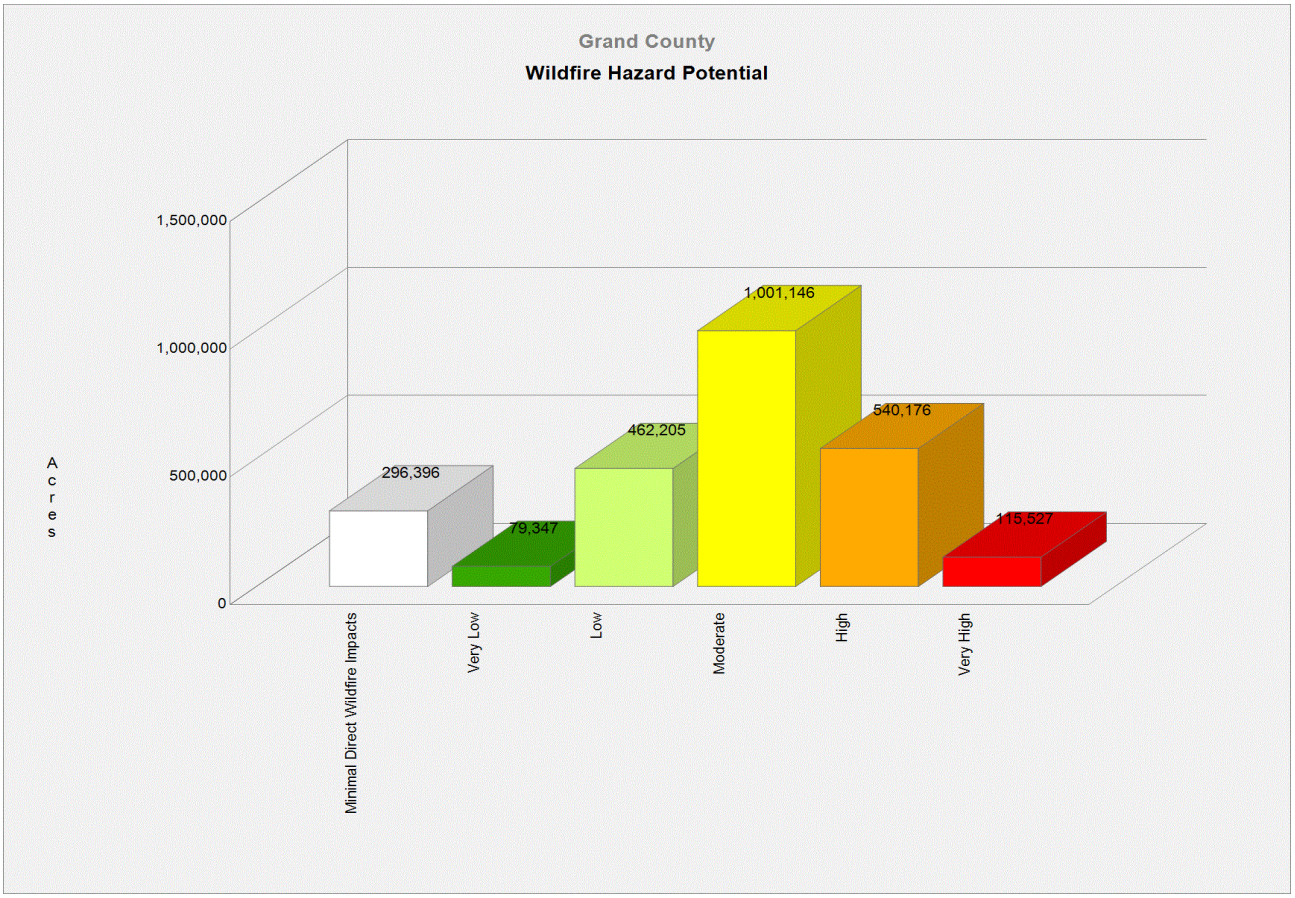

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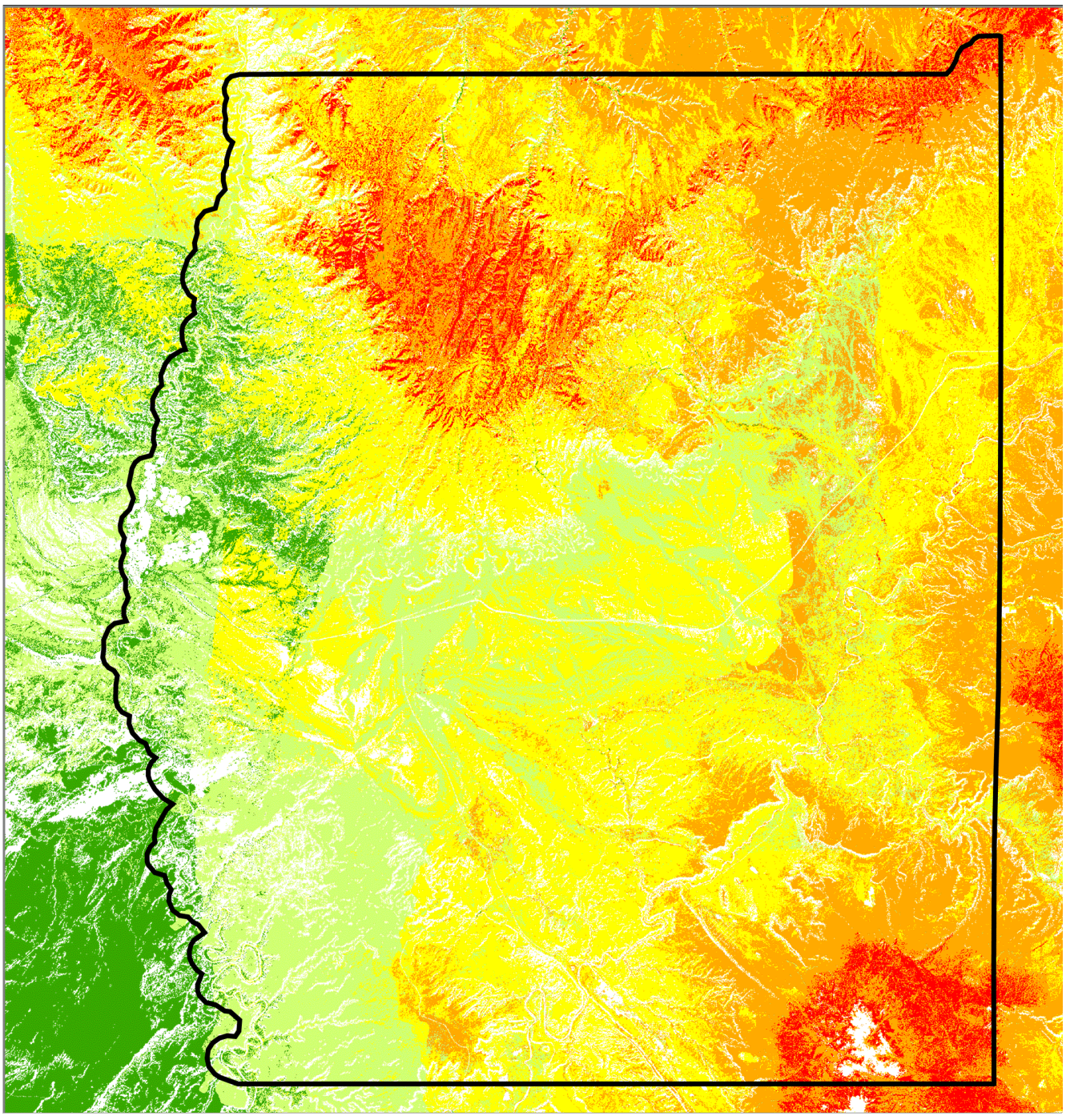

Risk to Drinking Watersheds and Population

The Risk to Drinking Watersheds and Population layer was created by multiplying wildfire threat (in the form of the Structure Exposure Score) by potential impacts (in a metric incorporating three factors: the Suppression Difficulty Index, estimated surface drinking water importance, and population density).

	Risk to Drinking Watersheds and Population Category	Acres	Percent
	Minimal Direct Wildfire Impacts	7,874	0 %
	Very, Very Low	1,881,412	75 %
	Very Low	320,090	13 %
	Low	103,535	4 %
	Low-Moderate	82,227	3 %
	Moderate	38,459	2 %
	Moderate-High	34,929	1 %
	High	18,012	1 %
	Very High	8,084	0 %
	Extreme	175	0 %
	Total	**2,494,797**	**100 %**

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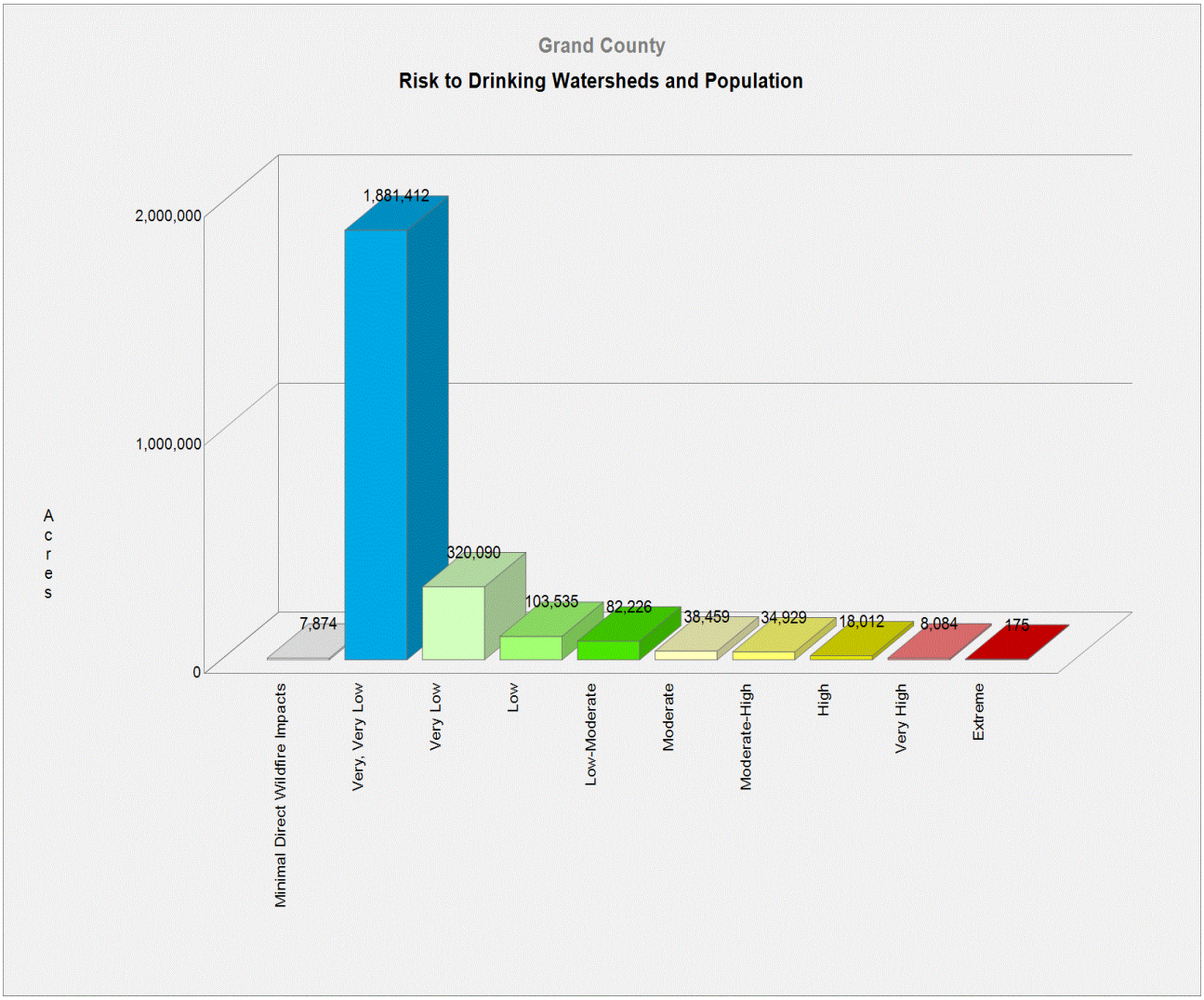

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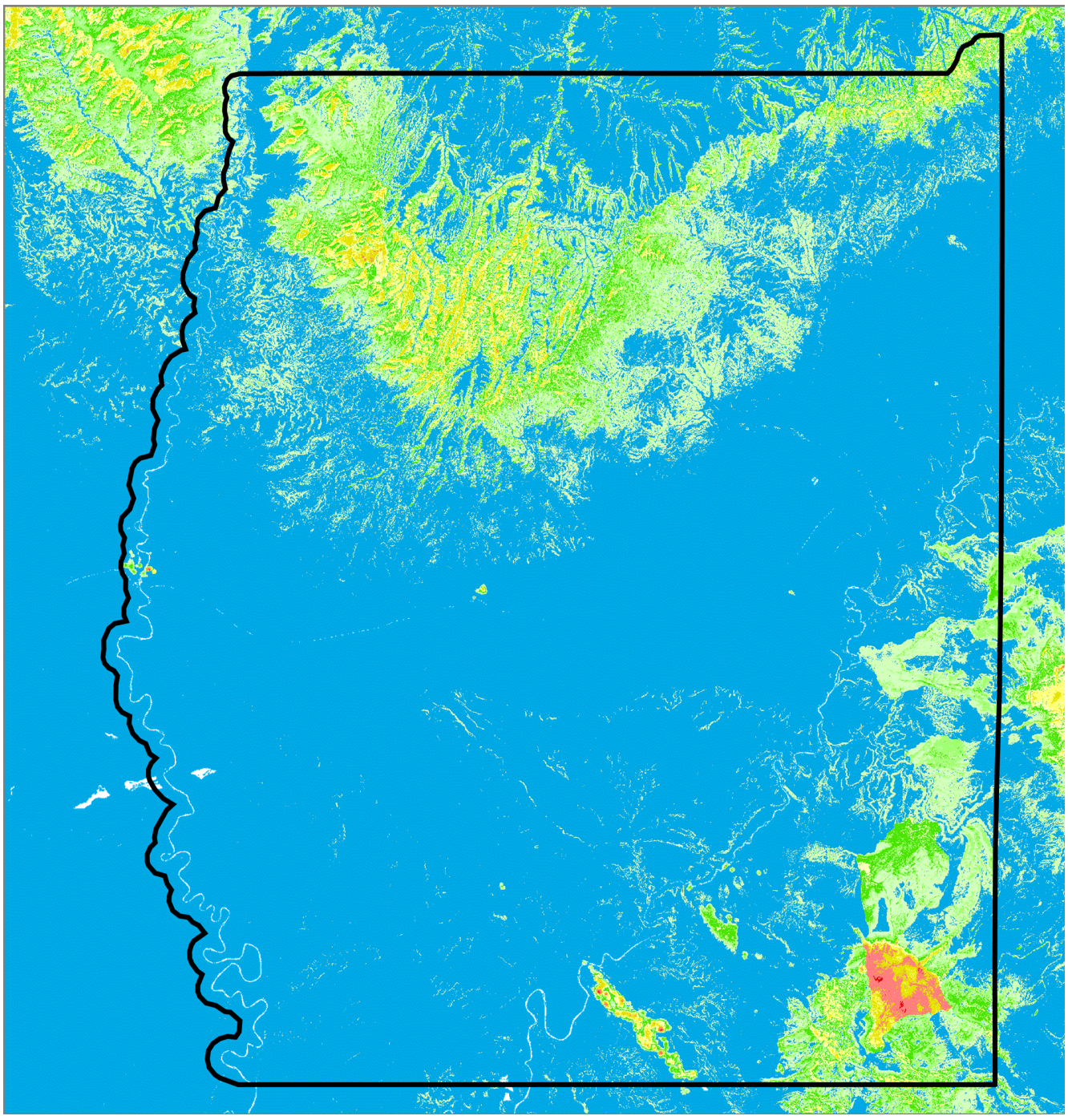


Burn Probability

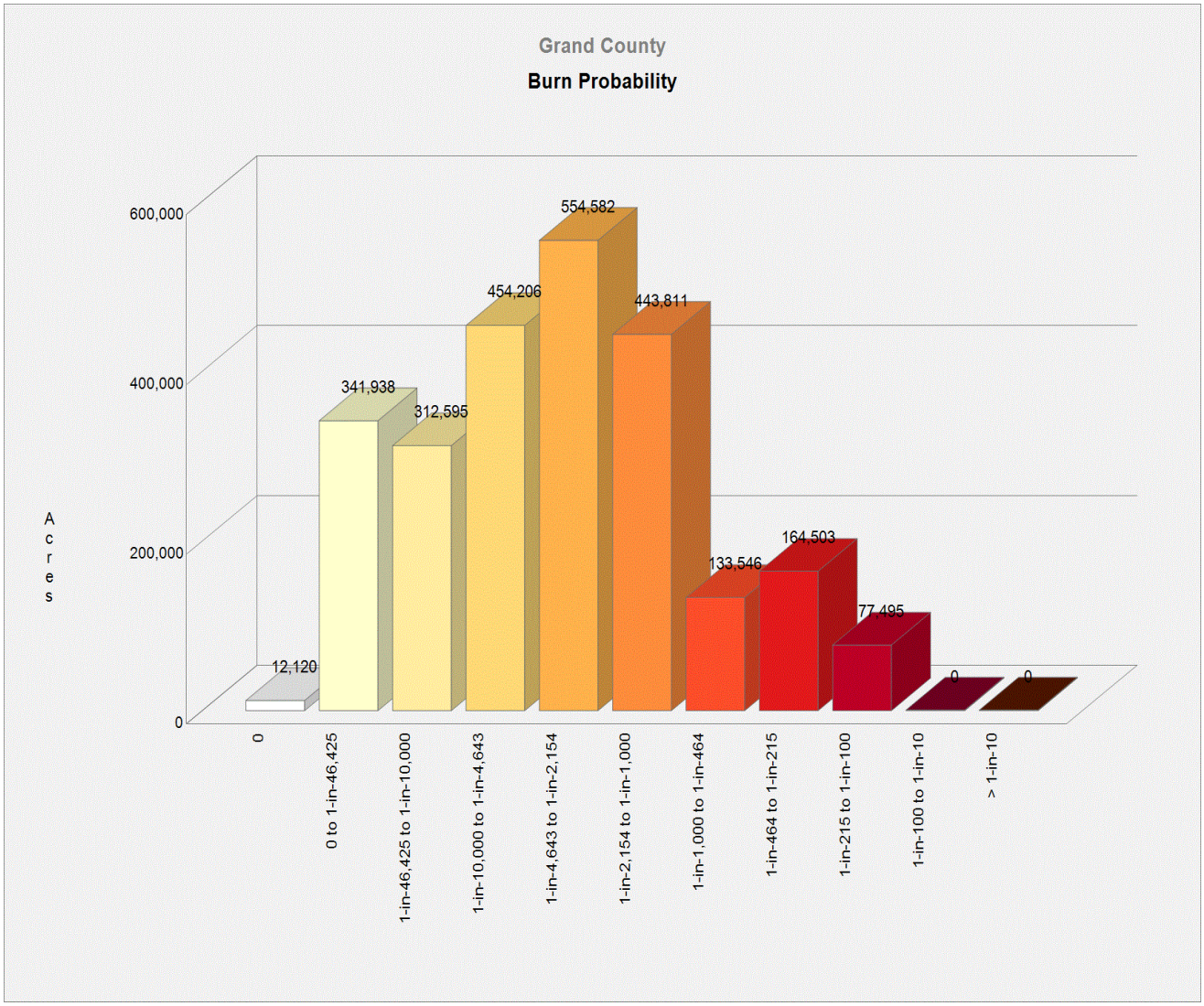
Burn probability is the annual probability of wildfire burning in a specific location. At the community level, burn probability or wildfire likelihood is averaged where housing units occur. Burn Probability is based on fire behavior modeling across thousands of simulations of possible fire seasons. In each simulation, factors contributing to the probability of a fire occurring, including weather, topography, and ignitions are varied based on patterns derived from observations in recent decades.

Burn Probability is not predictive and does not reflect any currently forecasted weather or fire danger conditions. Burn Probability is simply a probability that any specific location (pixel) may experience wildfire in any given year. It does not say anything about the intensity of fire if it occurs.

	Burn Probability Category	Acres	Percent
	Minimal Direct Wildfire Impacts	12,120	0 %
	0 to 1-in-46,425	341,938	14 %
	1-in-46,425 to 1-in-10,000	312,595	13 %
	1-in-10,000 to 1-in-4,643	454,206	18 %
	1-in-4,643 to 1-in-2,154	554,582	22 %
	1-in-2,154 to 1-in-1,000	443,811	18 %
	1-in-1,000 to 1-in-464	133,546	5 %
	1-in-464 to 1-in-215	164,503	7 %
	1-in-215 to 1-in-100	77,495	3 %
	1-in-100 to 1-in-10	0	0 %
	> 1-in-10	0	0 %
	Total	**2,494,797**	**100 %**

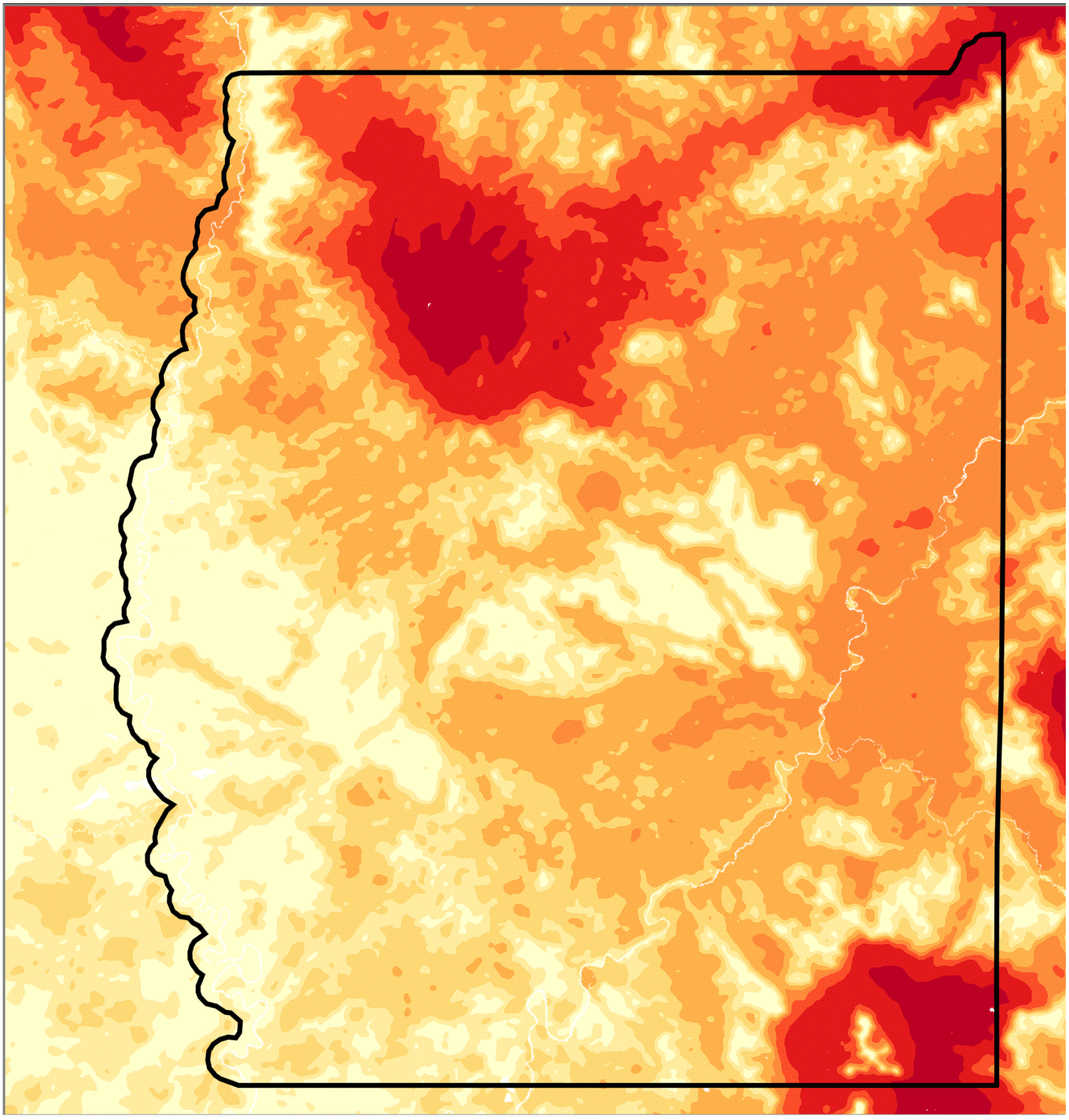
Grand County

Preparedness Plan



Grand County

Preparedness Plan



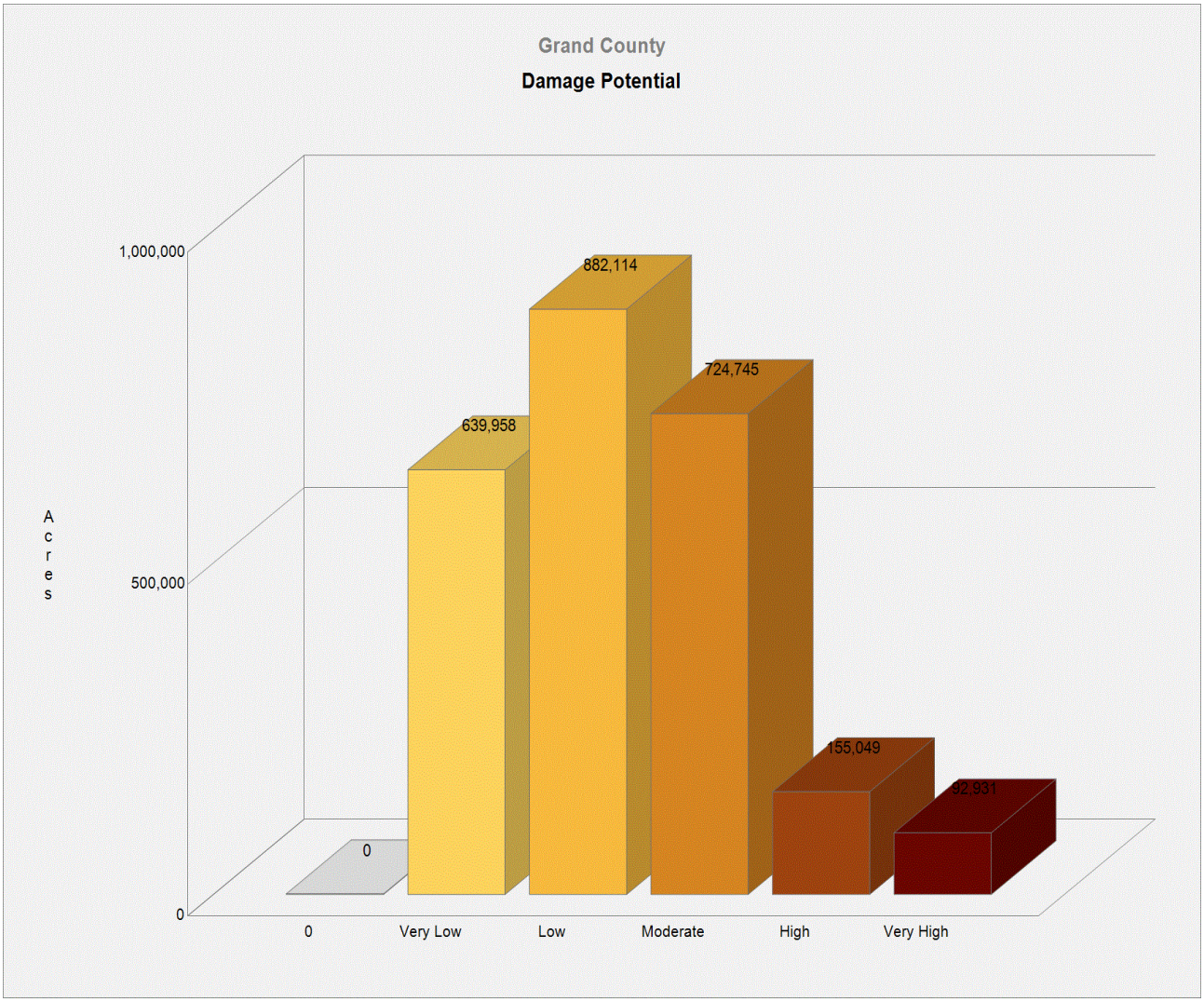
Damage Potential

Damage Potential (DP) represents the potential consequences of fire to a home at a given location if a fire were to occur and if a home were located there. DP incorporates ember load and conditional risk to potential structures as a generalized measure of potential loss to homes.

	Damage Potential Category	Acres	Percent
	Minimal Direct Wildfire Impacts	0	0 %
	Very Low	639,959	26 %
	Low	882,114	35 %
	Moderate	724,745	29 %
	High	155,049	6 %
	Very High	92,931	4 %
	Total	**2,494,797**	**100 %**

Grand County

Preparedness Plan



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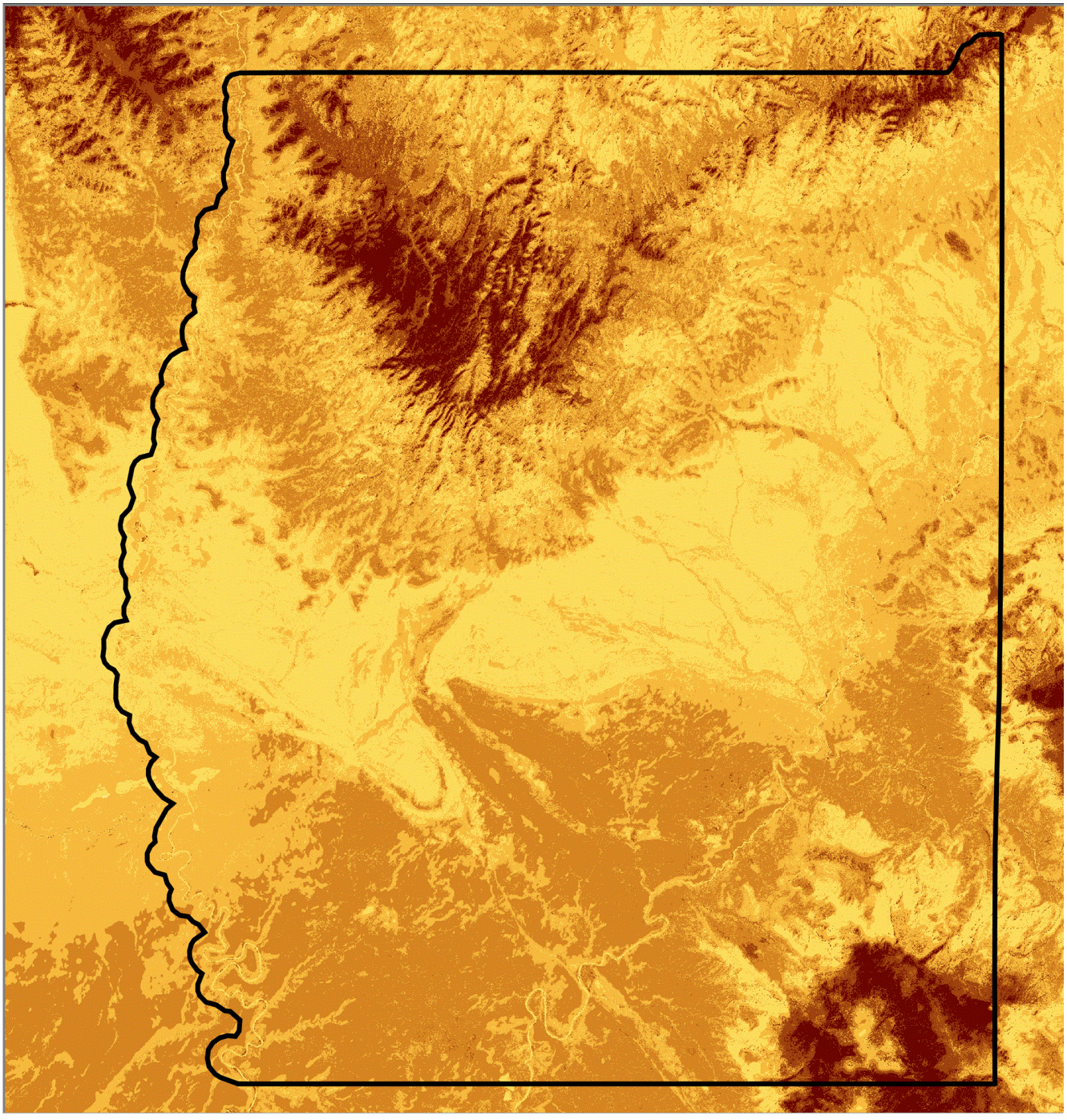


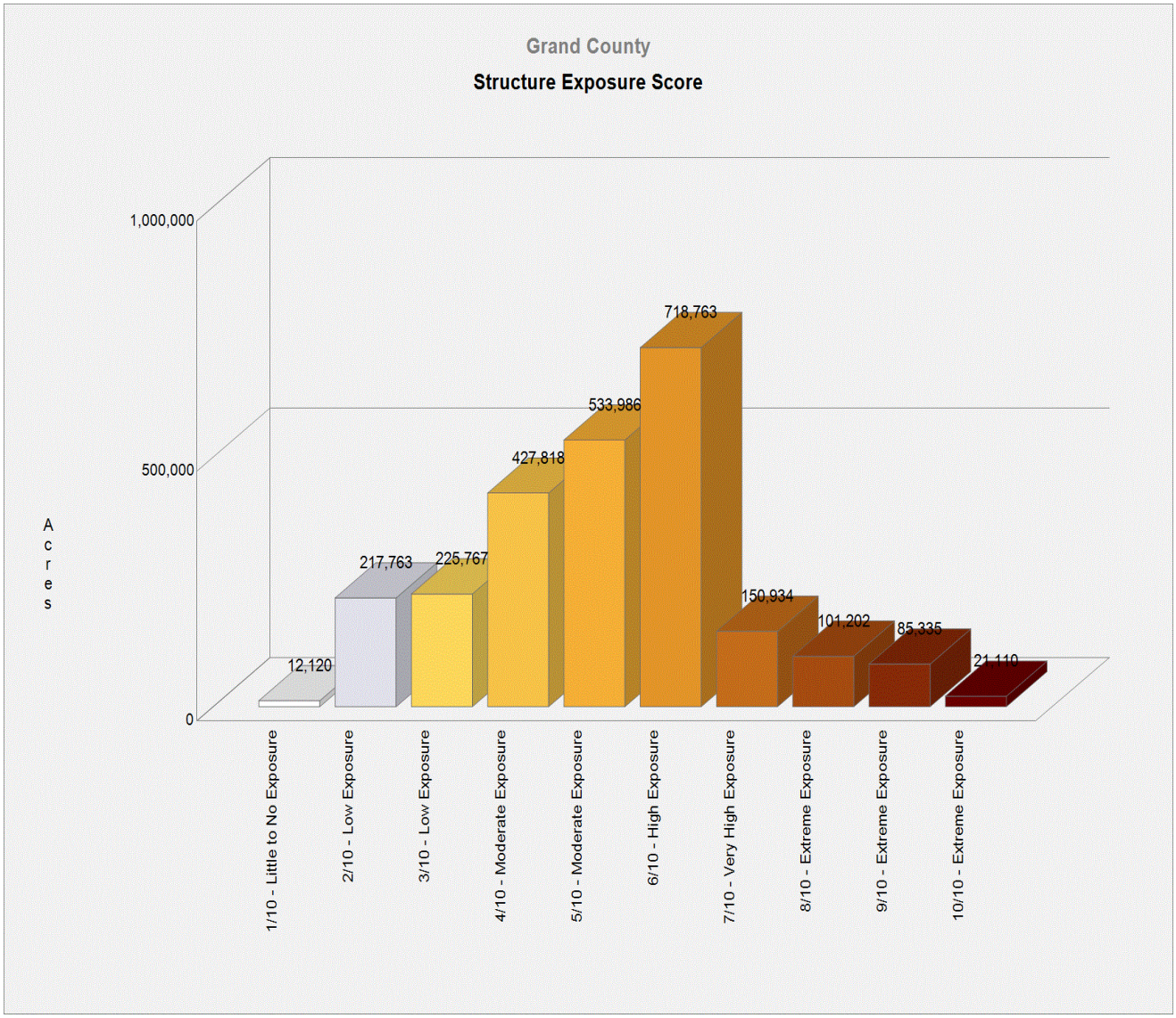
Structure Exposure Score

Structure Exposure Score (SES) combines wildfire likelihood (burn probability) and consequence (represented by Damage Potential) assuming a home is present on every pixel. SES is analogous to the Risk to Potential Structures dataset but includes ember load.

	Structure Exposure Score Category	Acres	Percent
	1/10 - Little to No Exposure	12,120	0 %
	2/10 - Low Exposure	217,763	9 %
	3/10 - Low Exposure	225,767	9 %
	4/10 - Moderate Exposure	427,818	17 %
	5/10 - Moderate Exposure	533,986	21 %
	6/10 - High Exposure	718,763	29 %
	7/10 - Very High Exposure	150,934	6 %
	8/10 - Extreme Exposure	101,202	4 %
	9/10 - Extreme Exposure	85,335	3 %
	10/10 - Extreme Exposure	21,110	1 %
	Total	**2,494,797**	**100 %**

Grand County

Preparedness Plan



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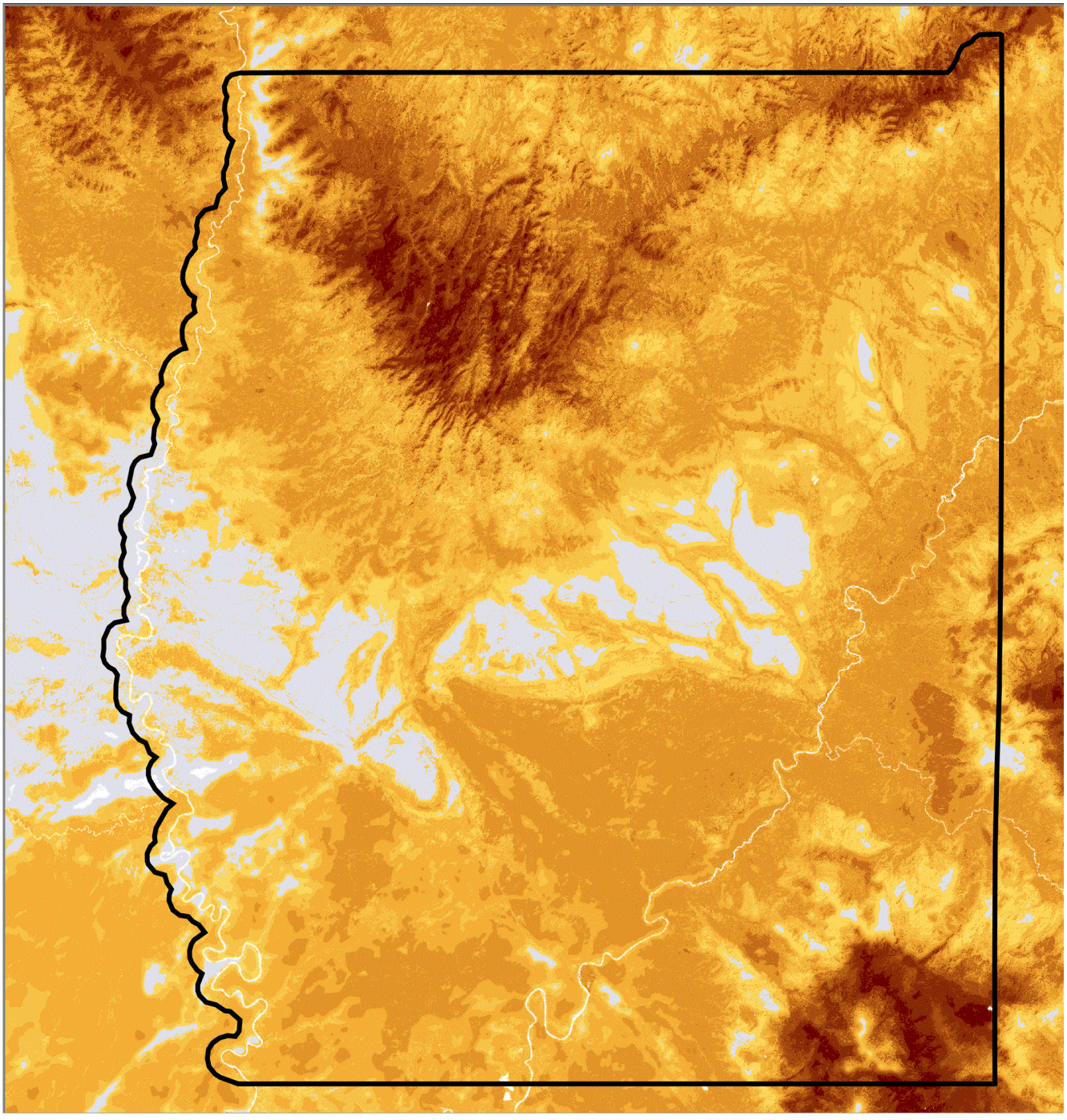


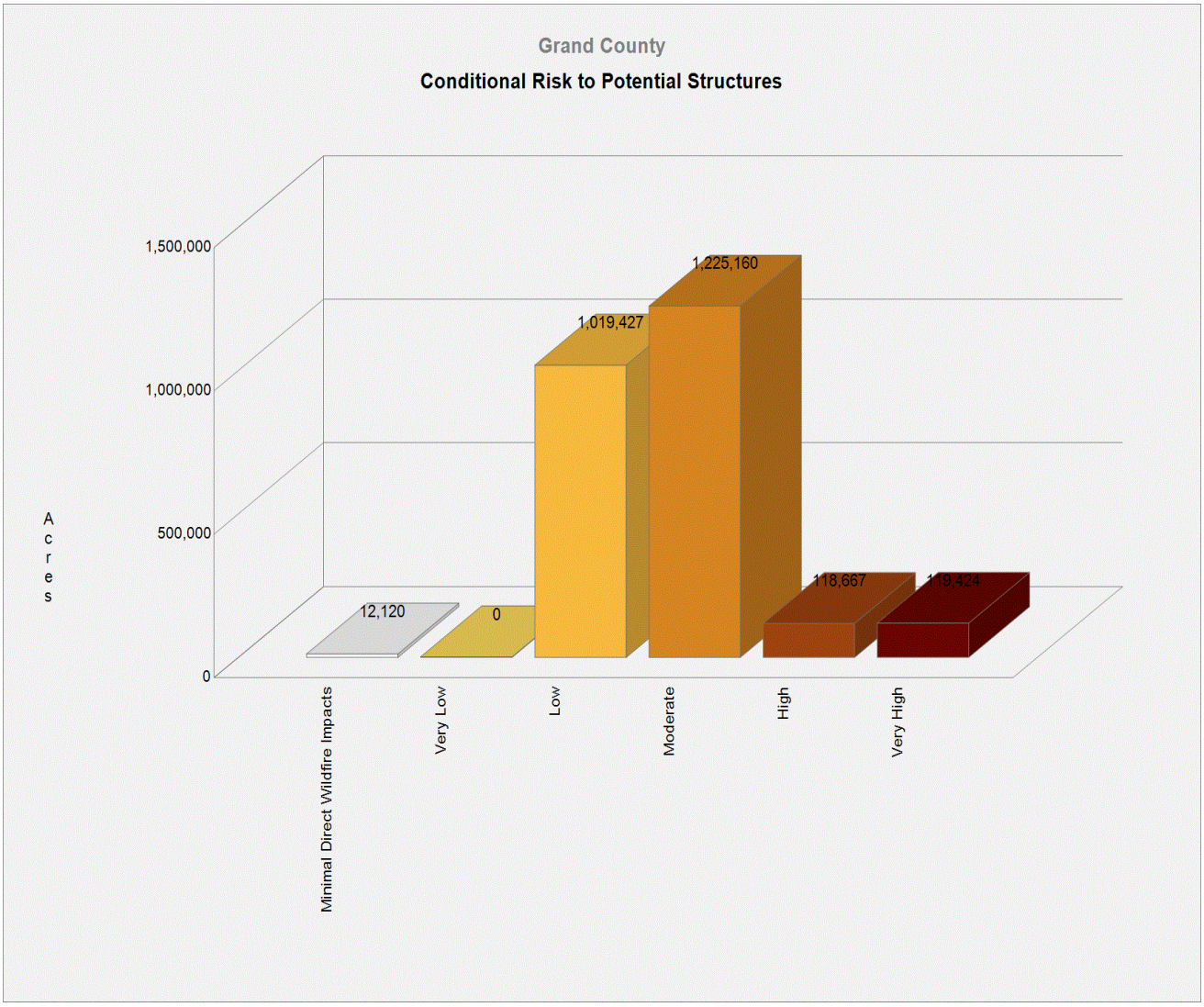
Conditional Risk to Potential Structures

The conditional risk to potential structures (cRPS) dataset or "Risk to Homes" represents the potential consequences of fire to a home at a given location, if a fire occurs there and if a home were located there. It is a measure that integrates wildfire intensity with generalized consequences to a home on every pixel, but does not account for the actual probability of fire occurrence.

	Conditional Risk to Potential Structures Category	Acres	Percent
	Minimal Direct Wildfire Impacts	12,120	0 %
	Very Low	0	0 %
	Low	1,019,427	41 %
	Moderate	1,225,160	49 %
	High	118,667	5 %
	Very High	119,424	5 %
	Total	**2,494,797**	**100 %**

Grand County

Preparedness Plan



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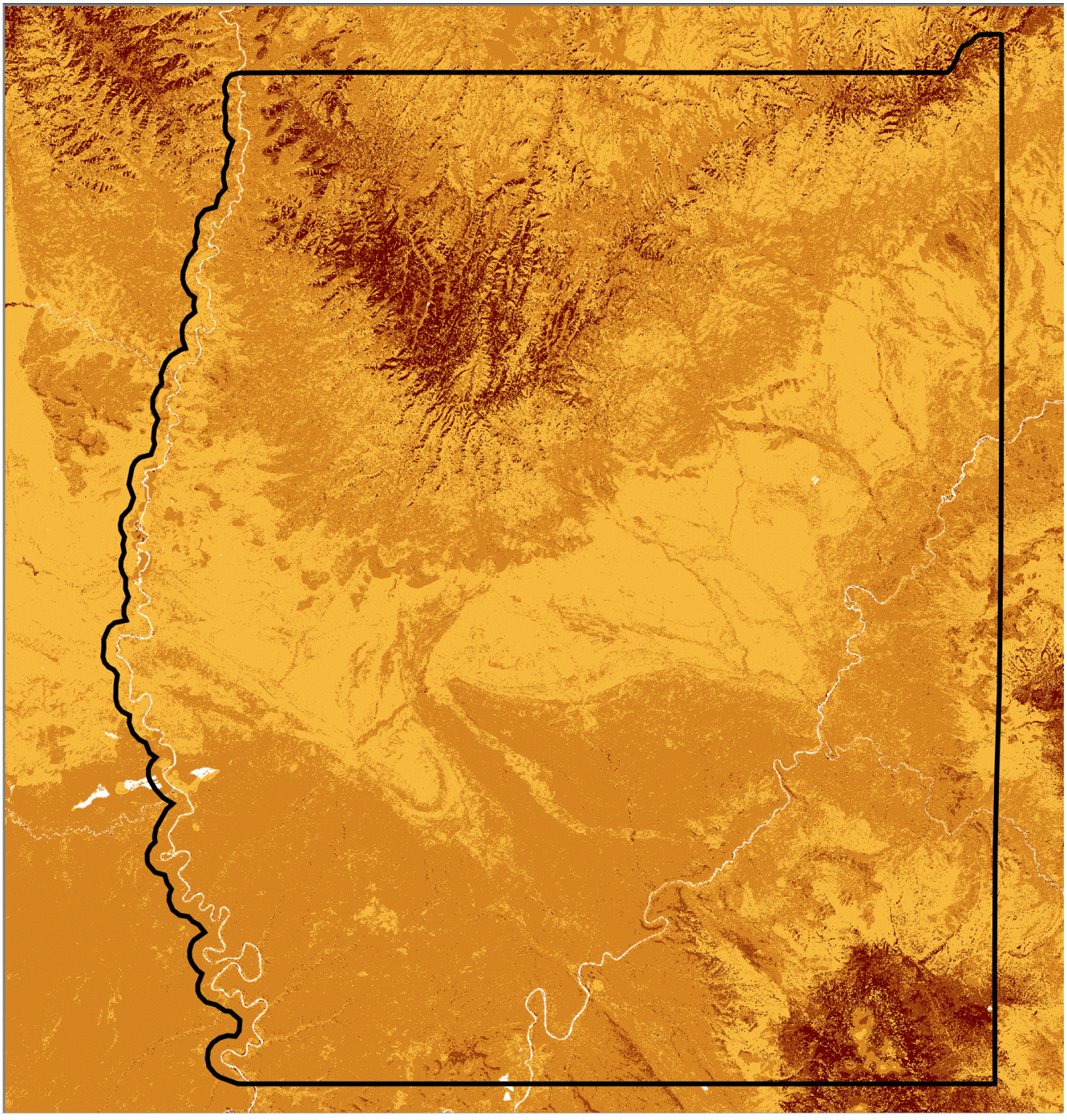


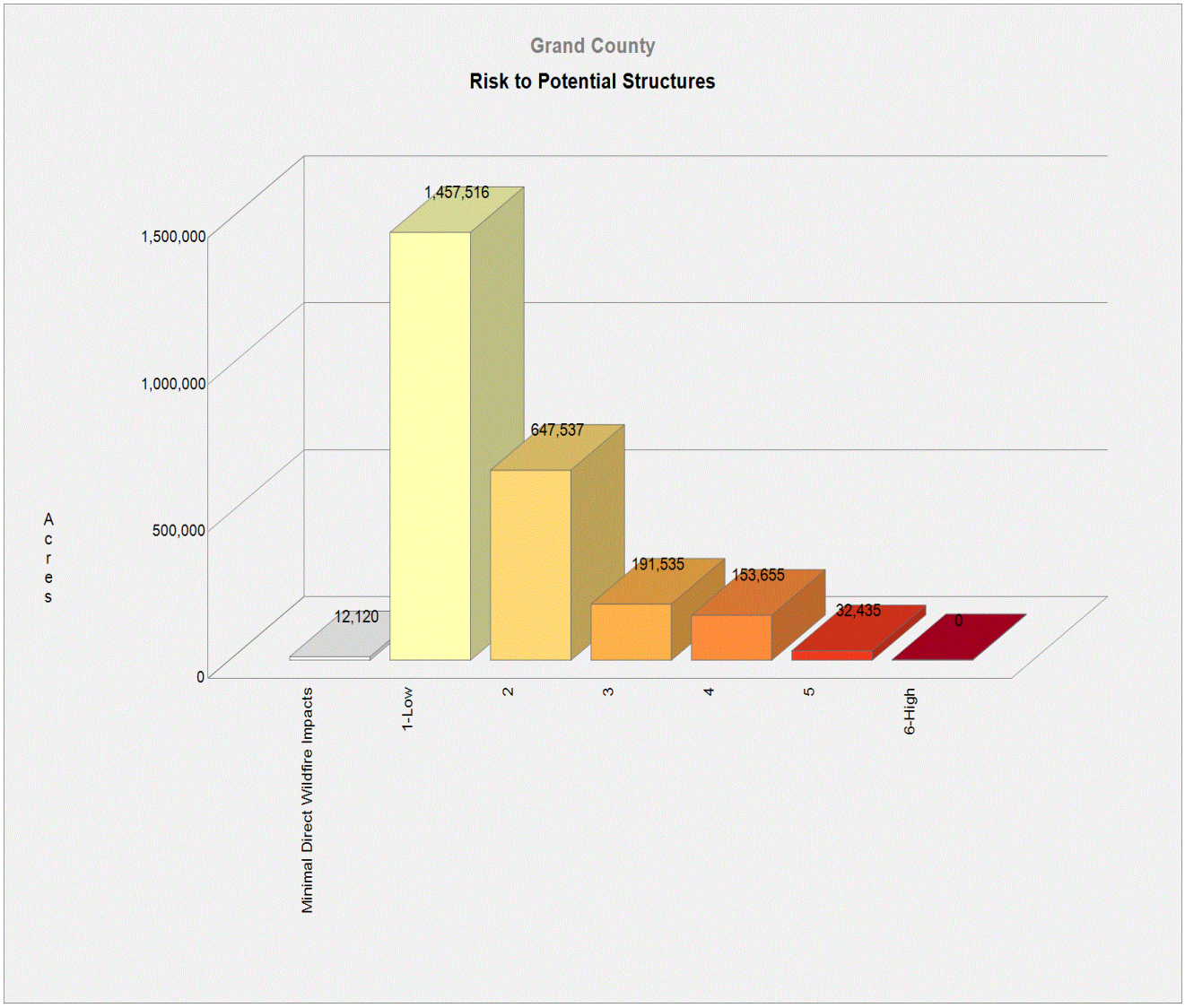
Risk to Potential Structures

The expected risk to potential structures (RPS) dataset represents a measure that integrates wildfire likelihood and intensity with generalized consequences to a home on every pixel. For every place on the landscape, it poses the hypothetical question, "What would be the relative risk to a house if one existed here?" This allows comparison of wildfire risk in places where homes already exist to places where new construction may be proposed.

	Risk to Potential Structures Category	Acres	Percent
	Minimal Direct Wildfire Impacts	12,120	0 %
	1-Low	1,457,516	58 %
	2	647,537	26 %
	3	191,535	8 %
	4	153,655	6 %
	5	32,435	1 %
	6-High	0	0 %
	Total	**2,494,797**	**100 %**

Grand County

Preparedness Plan



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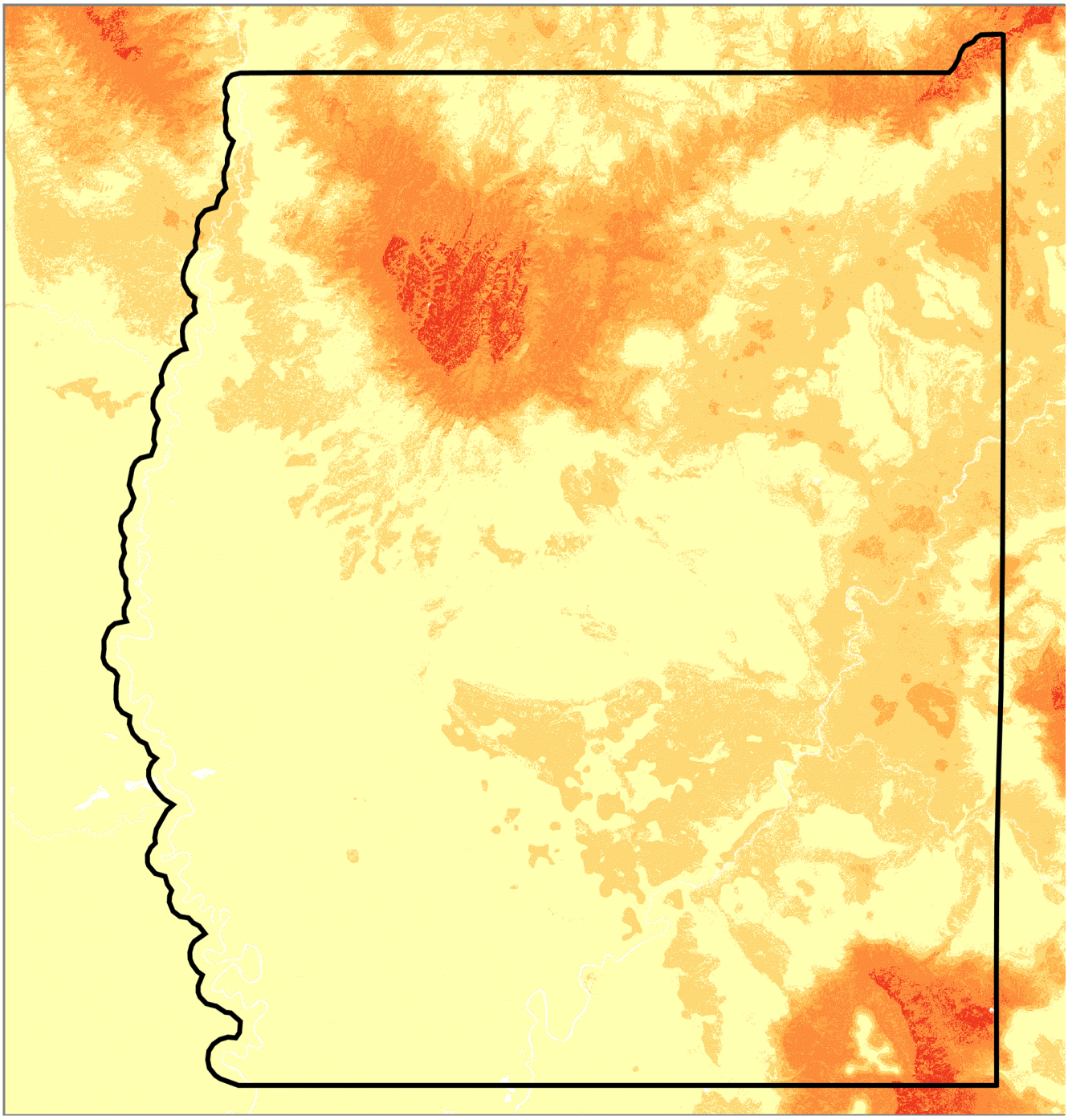


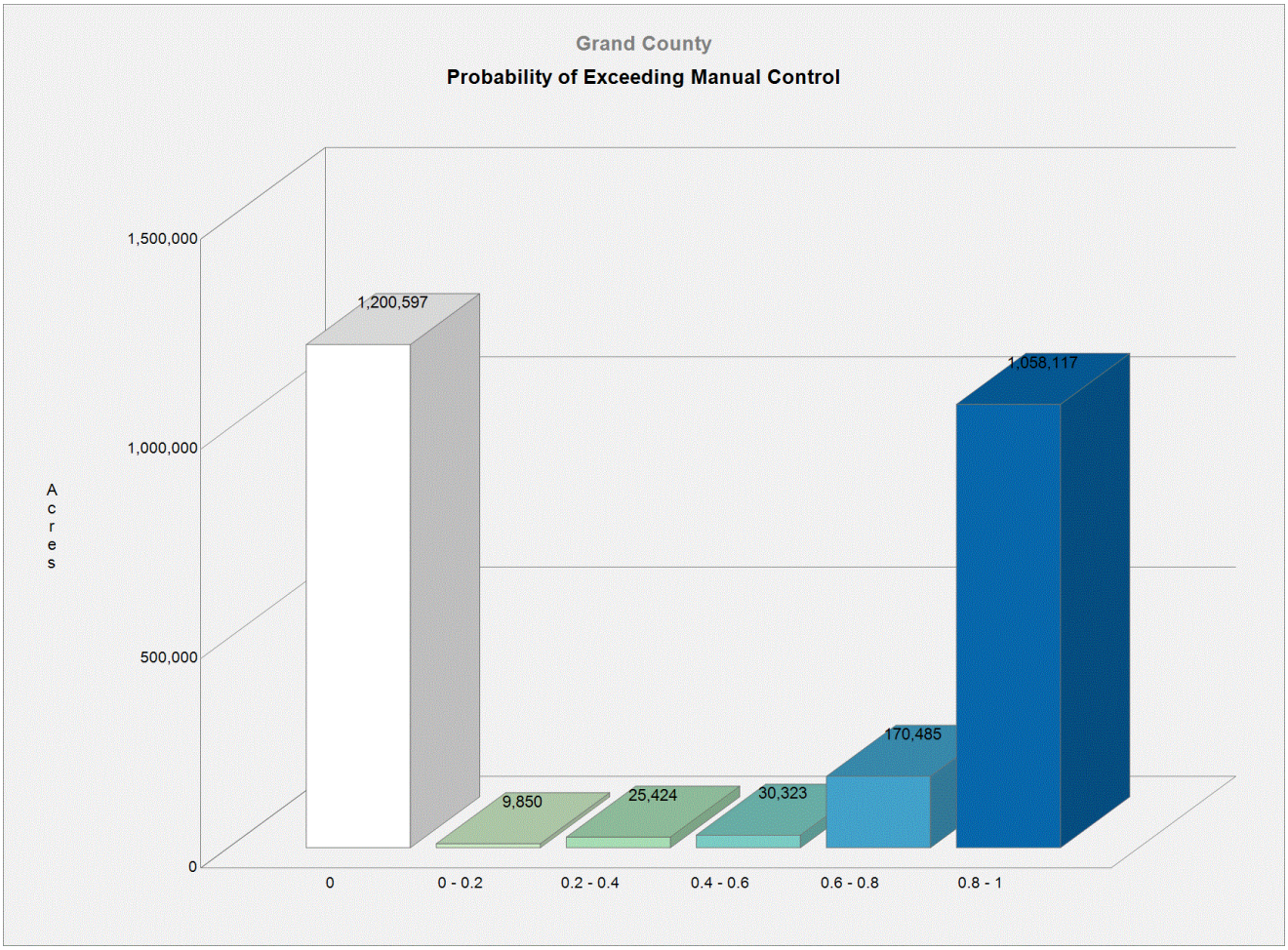
Probability of Exceeding Manual Control

This dataset represents the probability of heading flame lengths exceeding 4 feet, which is generally considered the threshold for exceeding the possibility of manual control during fire operations.

	Probability of Exceeding Manual Control Category	Acres	Percent
	0	1,200,597	48 %
	0 - 0.2	9,850	0 %
	0.2 - 0.4	25,424	1 %
	0.4 - 0.6	30,323	1 %
	0.6 - 0.8	170,485	7 %
	0.8 - 1	1,058,117	42 %
	Total	**2,494,797**	**100 %**

Grand County

Preparedness Plan



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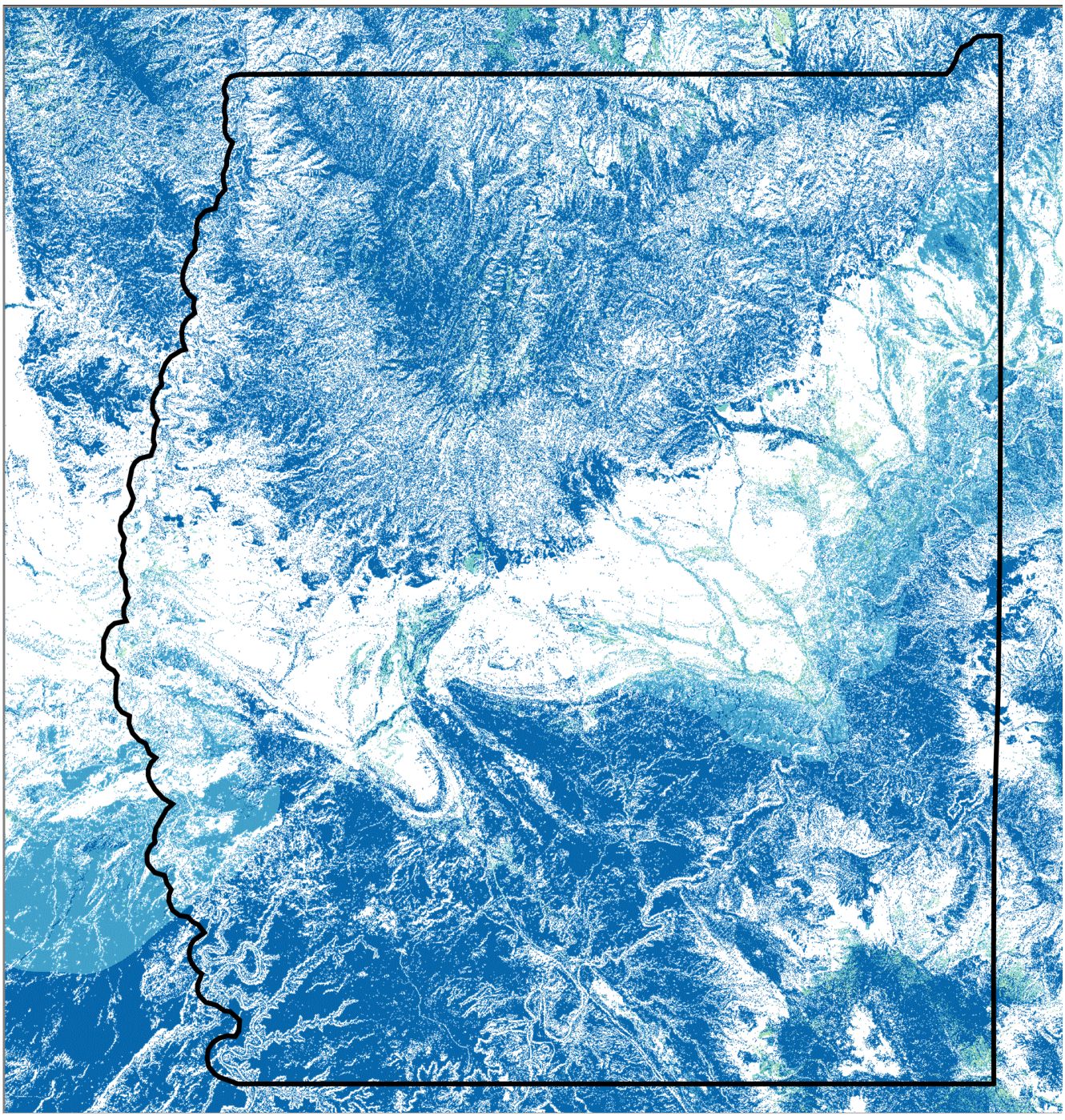


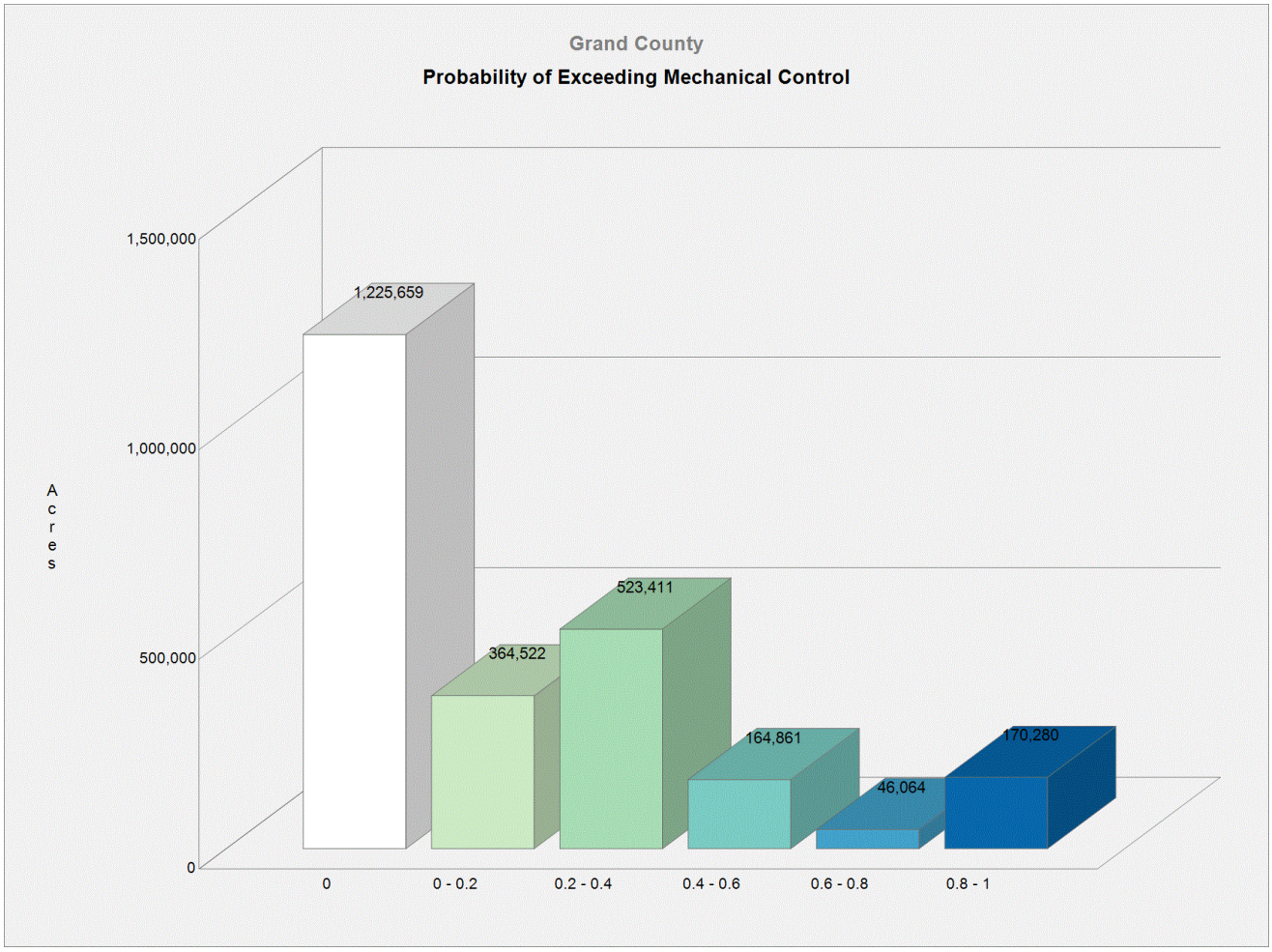
Probability of Exceeding Mechanical Control

This dataset represents the probability of heading flame lengths exceeding 8 feet, which is generally considered the threshold for exceeding the possibility of mechanical control during fire operations.

	Probability of Exceeding Mechanical Control Category	Acres	Percent
	0	1,225,659	49 %
	0 - 0.2	364,522	15 %
	0.2 - 0.4	523,411	21 %
	0.4 - 0.6	164,861	7 %
	0.6 - 0.8	46,064	2 %
	0.8 - 1	170,280	7 %
	Total	**2,494,797**	**100 %**

Grand County

Preparedness Plan



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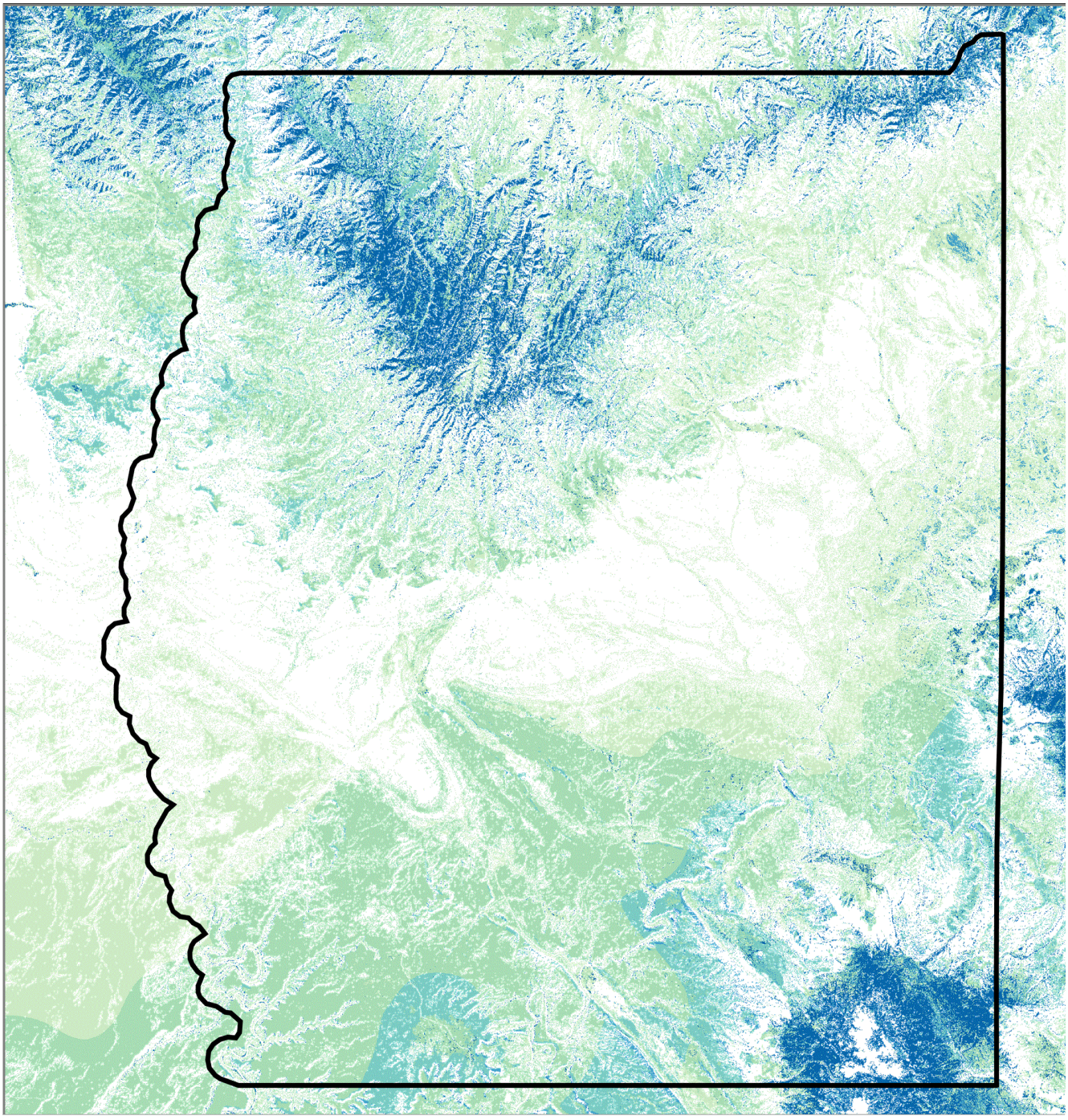


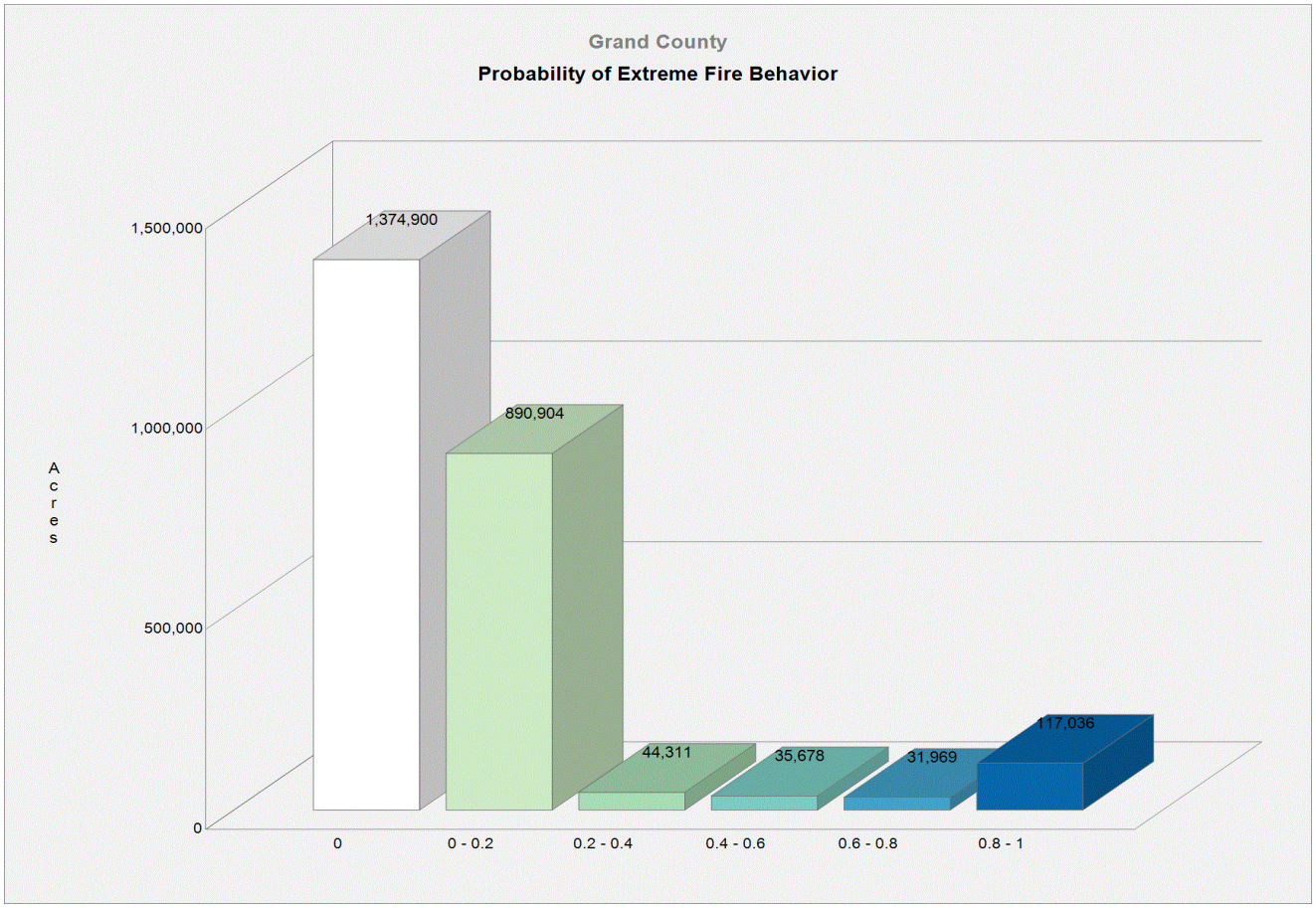
Probability of Extreme Fire Behavior

This dataset represents the probability of heading flame lengths exceeding 11 feet, which is generally considered the threshold for exceeding extreme fire behavior during fire operations.

	Probability of Extreme Fire Behavior Category	Acres	Percent
	0	1,374,900	55 %
	0 - 0.2	890,904	36 %
	0.2 - 0.4	44,311	2 %
	0.4 - 0.6	35,679	1 %
	0.6 - 0.8	31,969	1 %
	0.8 - 1	117,036	5 %
	Total	**2,494,797**	**100 %**

Grand County

Preparedness Plan



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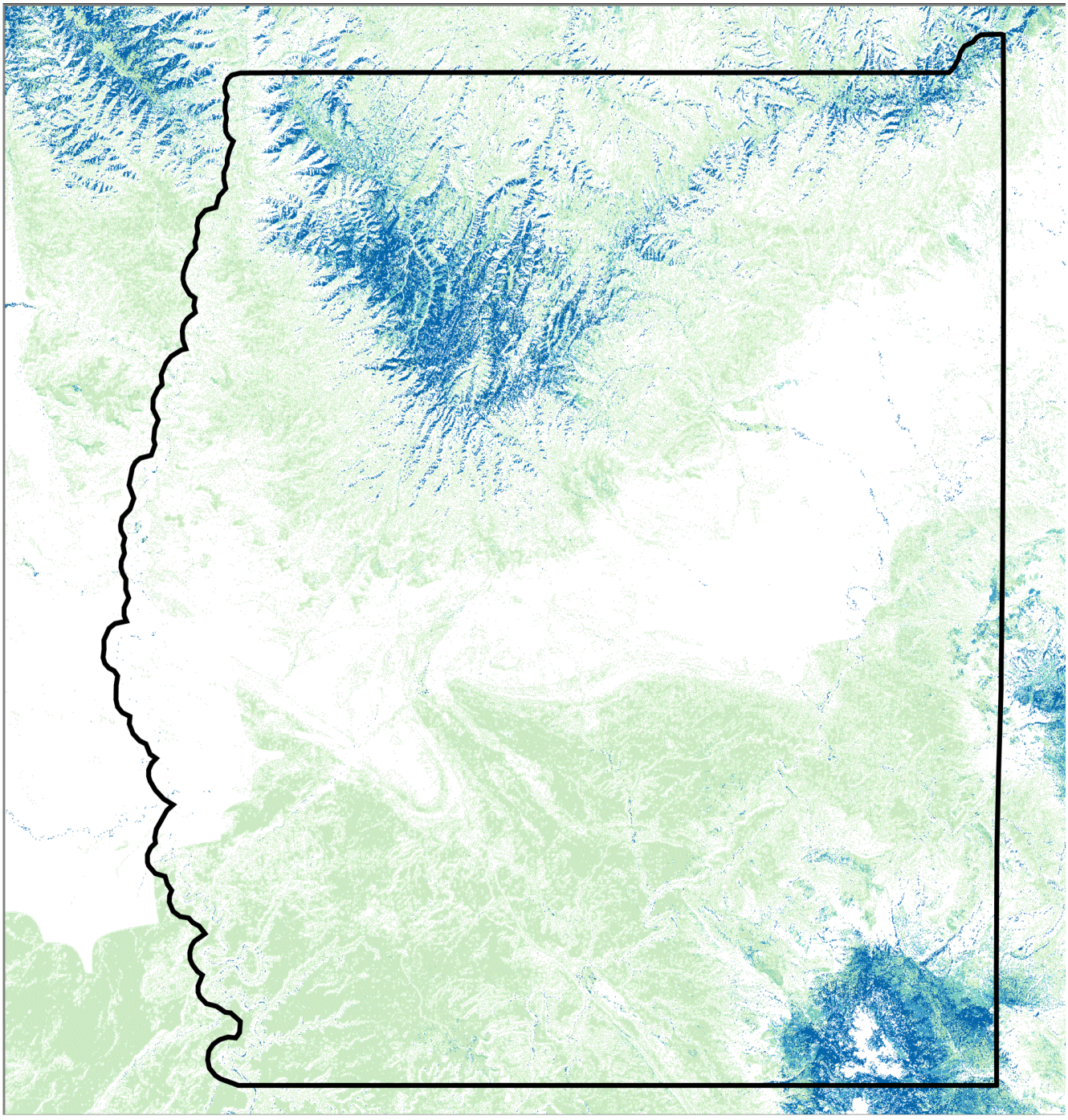


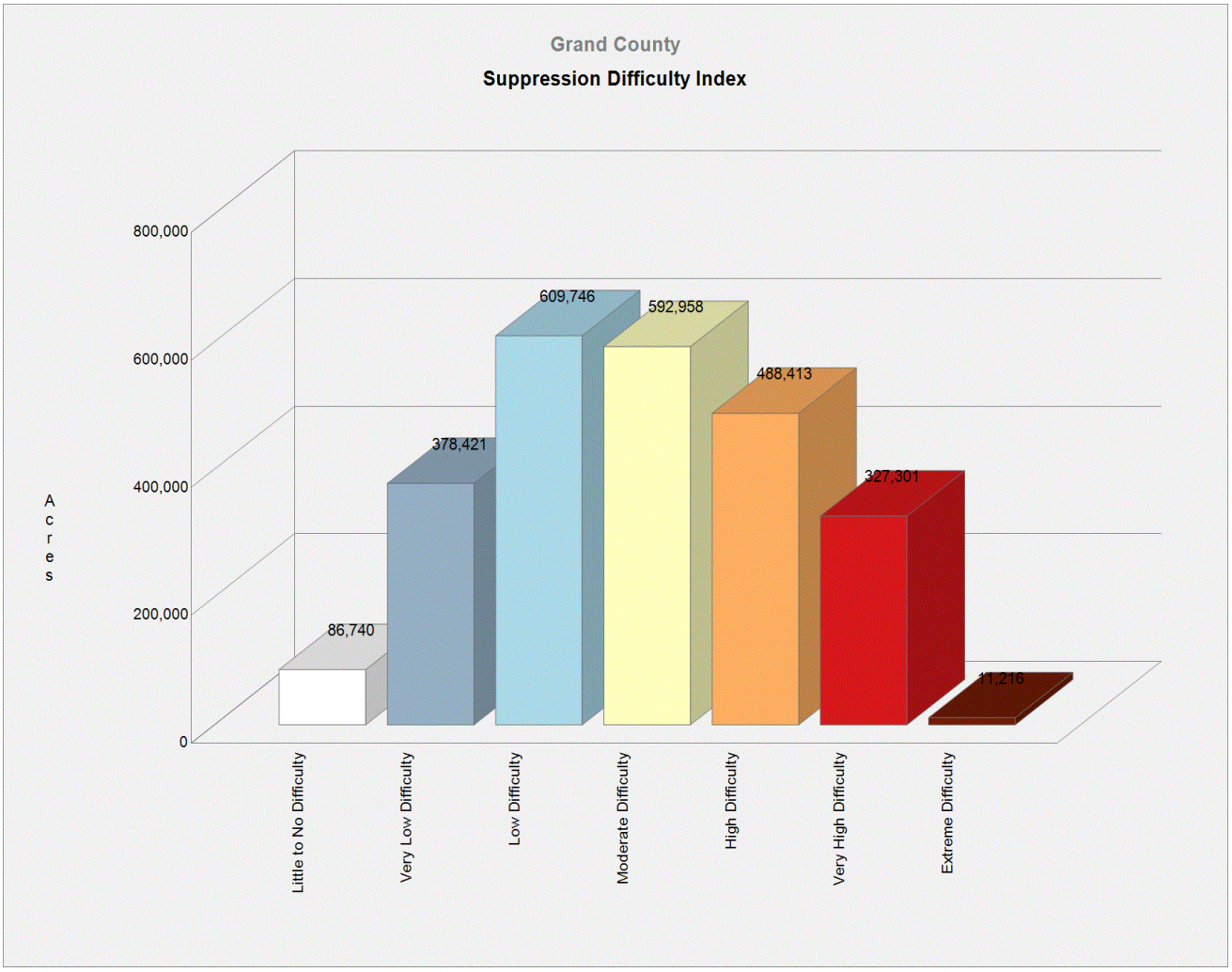
Suppression Difficulty Index

Wildfire Suppression Difficulty Index (SDI) is a quantitative rating of relative difficulty in performing fire control work. SDI factors in topography, fuels, expected fire behavior under severe fire weather conditions, firefighter line production rates in various fuel types, and accessibility (distance from roads/trails) to assess relative suppression difficulty.

	Suppression Difficulty Index Category	Acres	Percent
	Little to No Difficulty	86,741	3 %
	Very Low Difficulty	378,421	15 %
	Low Difficulty	609,746	24 %
	Moderate Difficulty	592,958	24 %
	High Difficulty	488,413	20 %
	Very High Difficulty	327,301	13 %
	Extreme Difficulty	11,216	0 %
	Total	**2,494,797**	**100 %**

Grand County

Preparedness Plan



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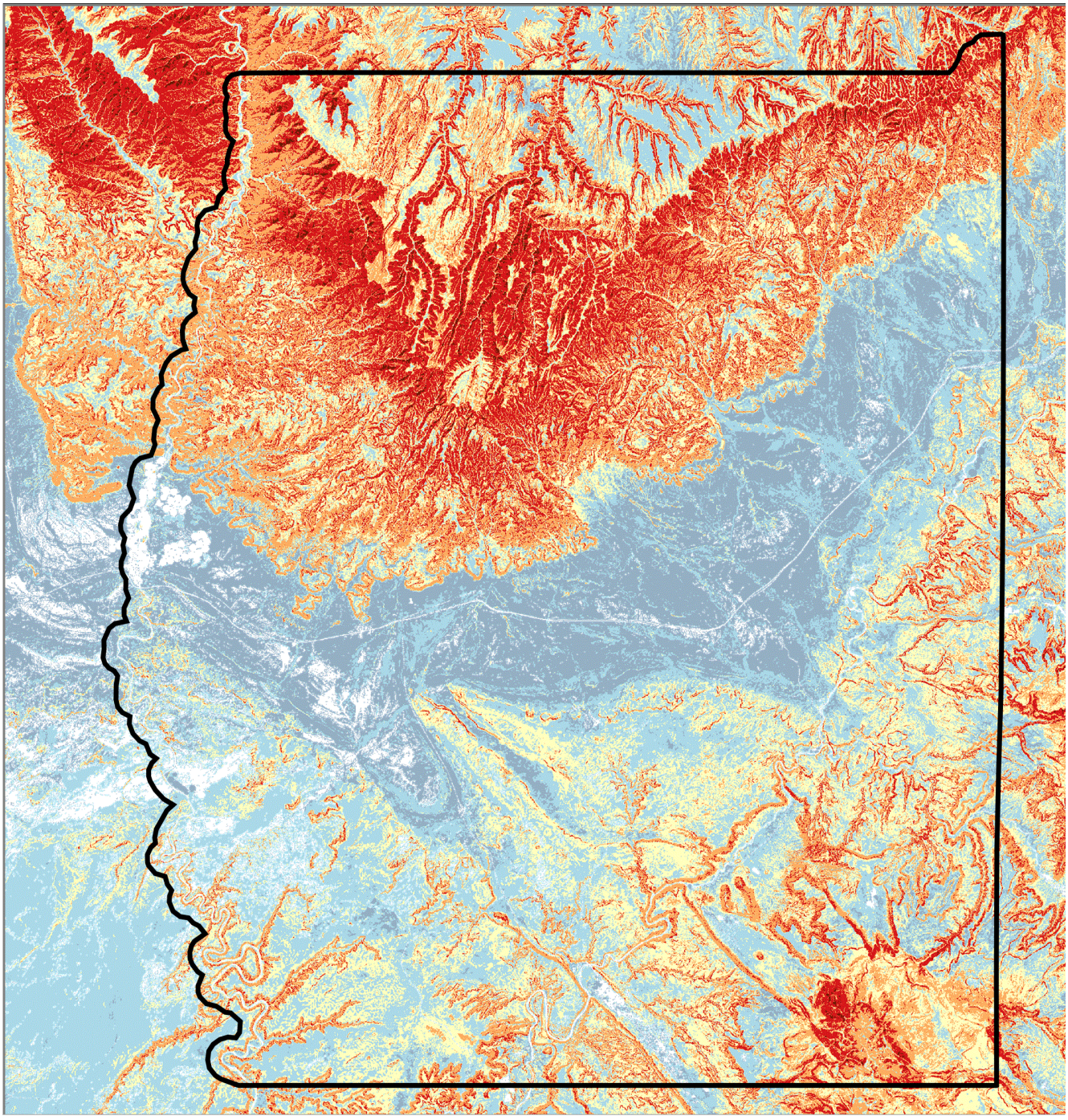


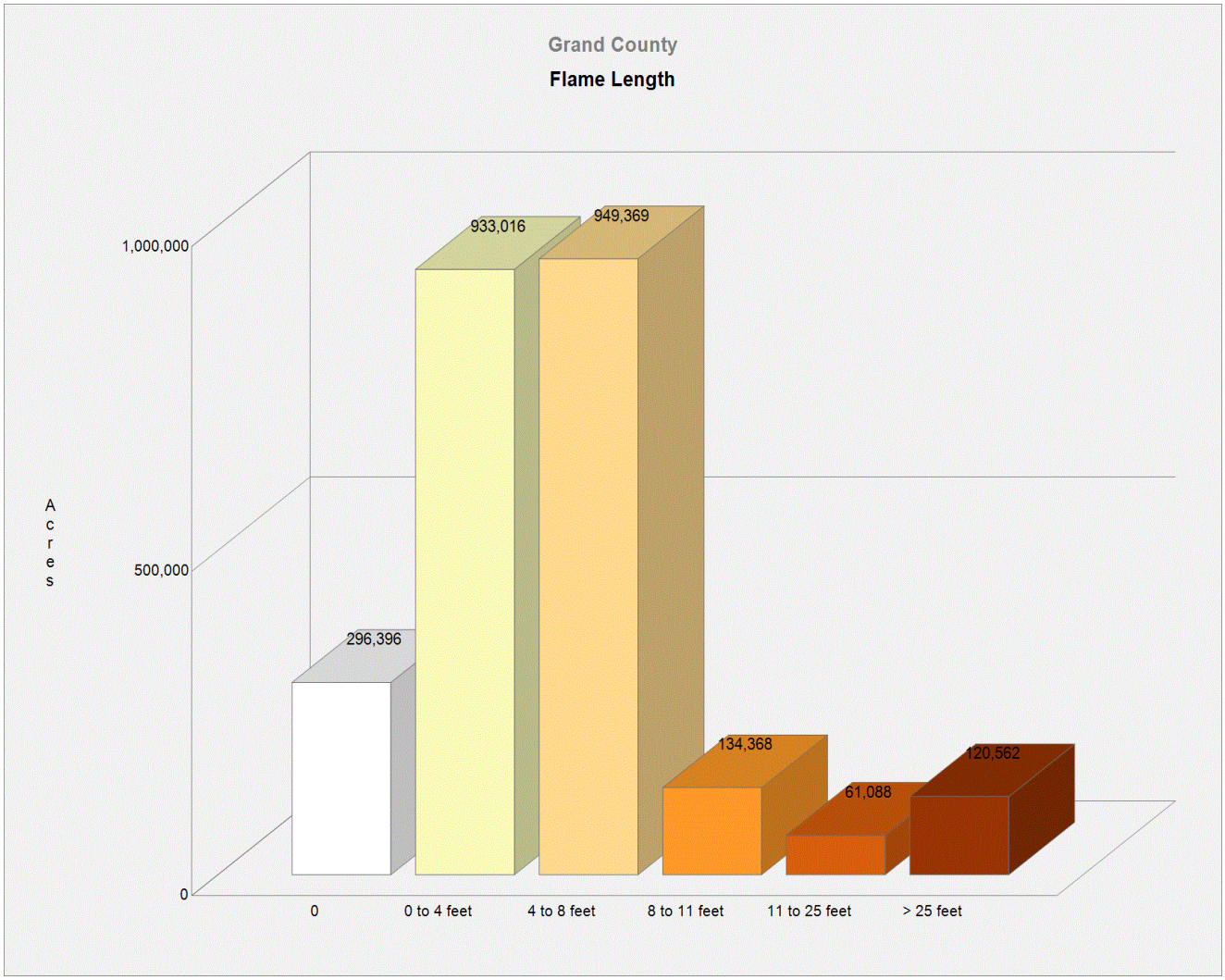
Flame Length

This dataset represents the weighted-average flame length (FL) in feet for a given pixel in the fuelscape (including any contribution of crown fuel). Flame length is the distance (in feet) between the flame tip and the midpoint of the flame depth at the base (generally the ground surface). This is a good indicator of fire intensity. Flame length is a strong indicator of the potential damage to structures; longer flame lengths will likely have a greater negative consequence. Flame lengths are also utilized in fuel-break planning.

	Flame Length Category	Acres	Percent
	0	296,396	12 %
	0 to 4 feet	933,016	37 %
	4 to 8 feet	949,369	38 %
	8 to 11 feet	134,368	5 %
	11 to 25 feet	61,088	2 %
	> 25 feet	120,562	5 %
	Total	**2,494,797**	**100 %**

Grand County

Preparedness Plan



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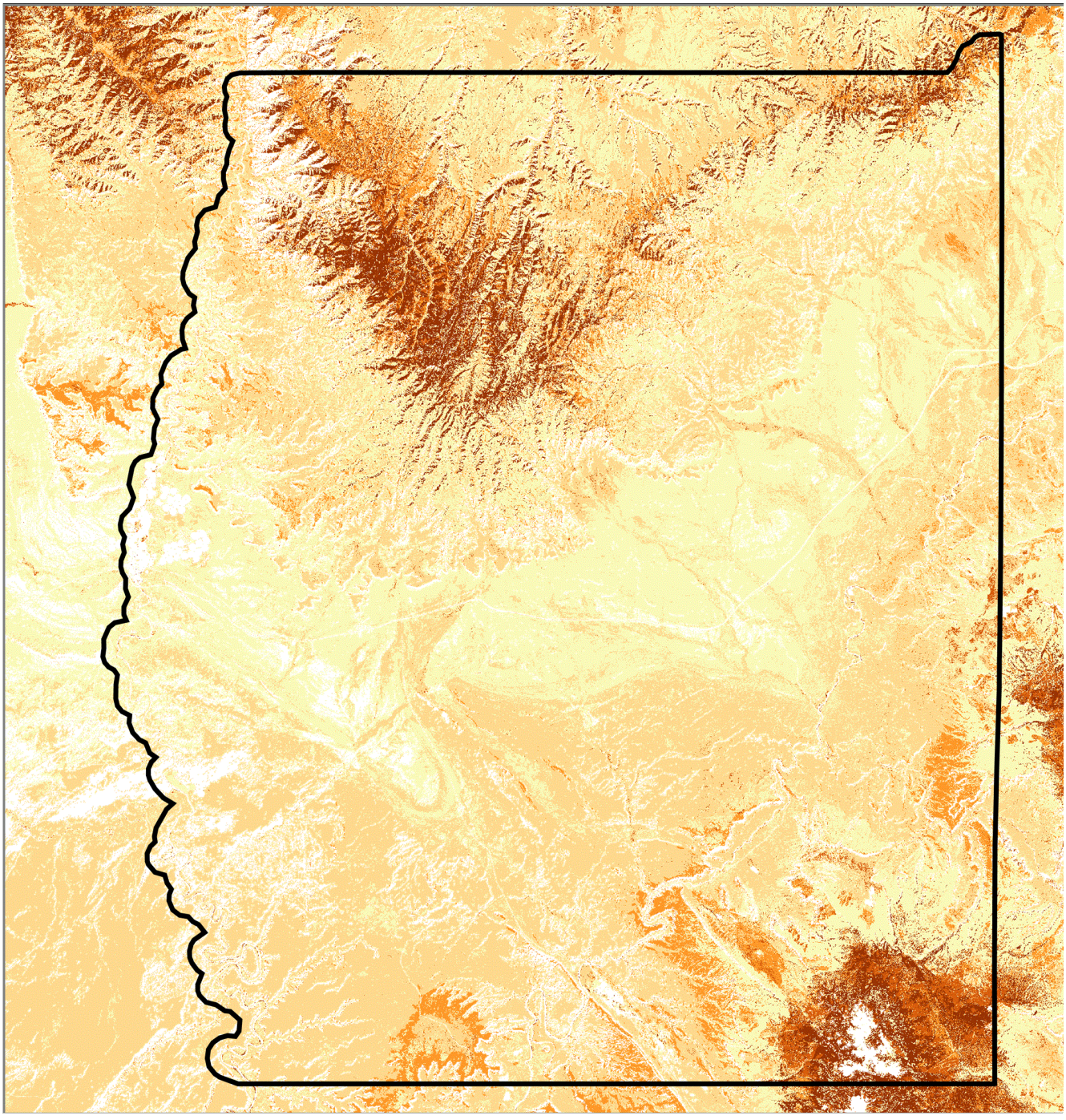


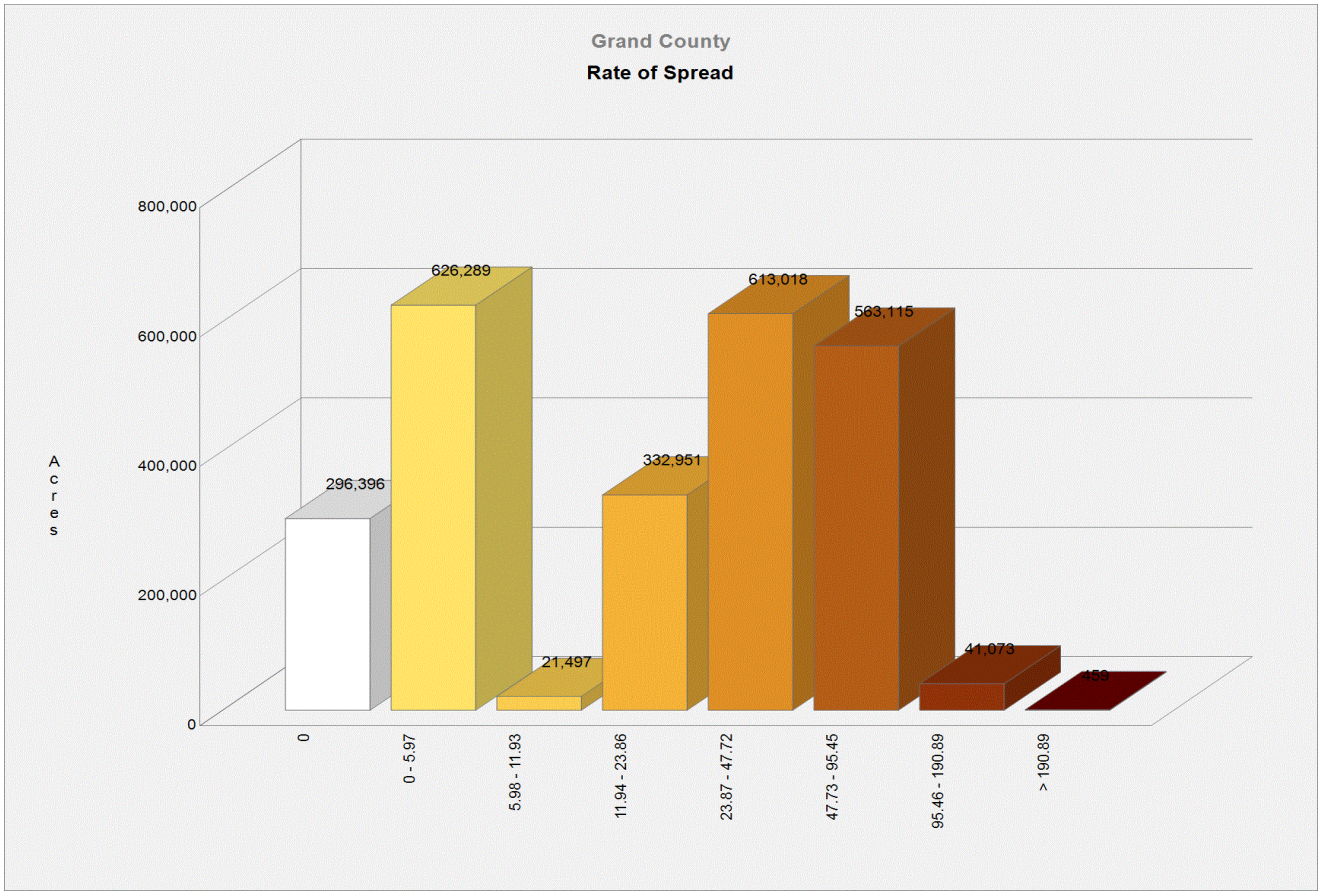
Rate of Spread (chains/hr)

Rate of Spread (ROS) represents the weighted-average rate of spread in chains per hour for a given pixel in the fuelscape (including any contribution of crown fire spread rate). Rate of spread can affect suppression efforts by "outrunning" direct attack and can have an impact on evacuation.

	Rate of Spread Category (chains/hr)	Acres	Percent
	0	296,396	12 %
	0 - 5.97	626,289	25 %
	5.98 - 11.93	21,497	1 %
	11.94 - 23.86	332,951	13 %
	23.87 - 47.72	613,018	25 %
	47.73 - 95.45	563,115	23 %
	95.46 - 190.89	41,073	2 %
	> 190.89	459	0 %
	Total	**2,494,797**	**100 %**

Grand County

Preparedness Plan



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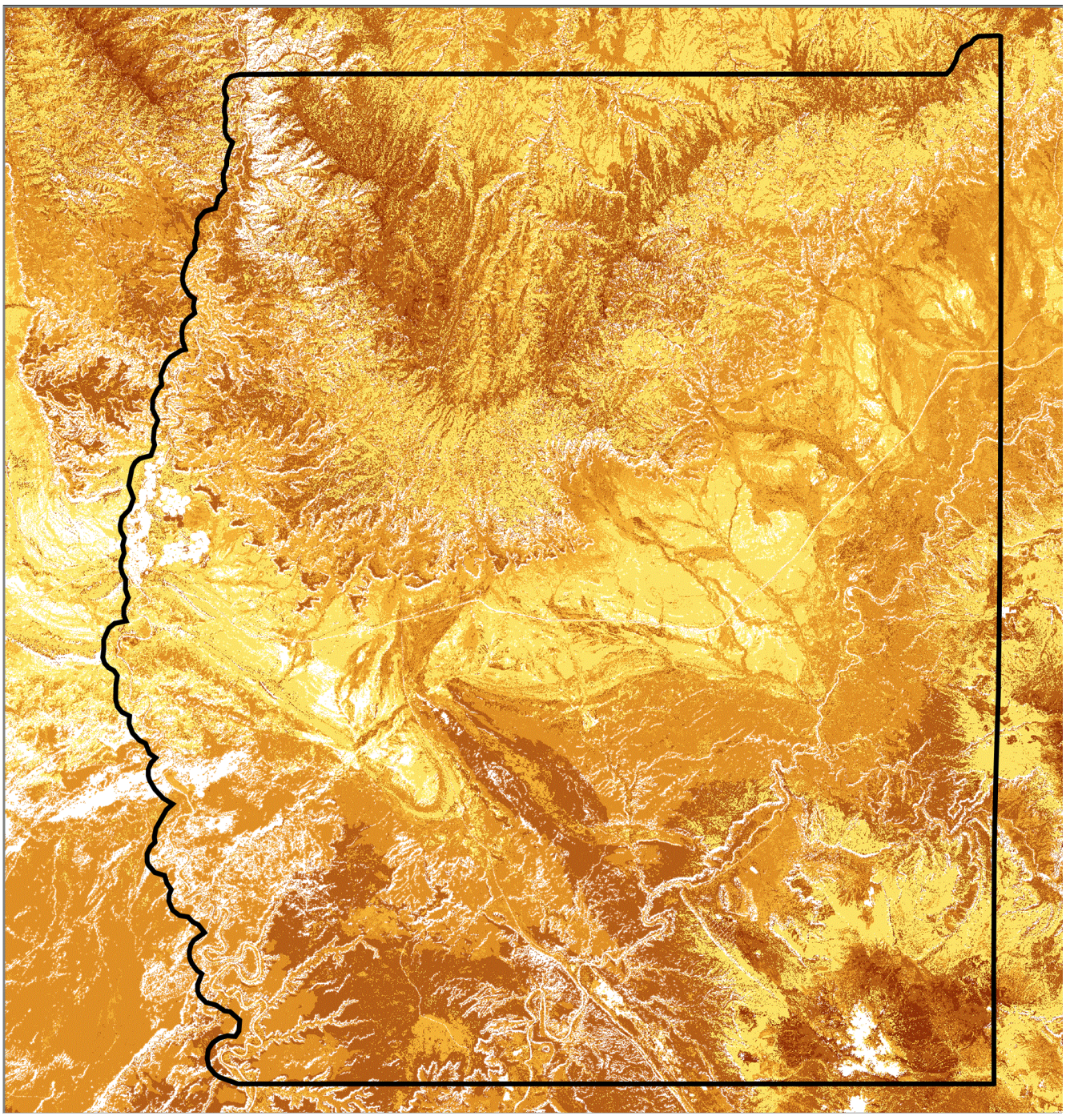

Heat per Unit Area

This dataset represents the weighted-average heat per unit area (HPA) in kilojoules per square meter for a given pixel in the fuelscape (including any contribution of crown fuel).

	Heat per Unit Area Category	Acres	Percent
	0	296,396	12 %
	0 – 1,000	260,908	10 %
	1,000 – 3,162	732,287	29 %
	3,162 – 10,000	1,012,354	41 %
	10,000 – 31,623	79,887	3 %
	31,623 – 500,000	112,966	5 %
	Total	**2,494,797**	**100 %**

Grand County

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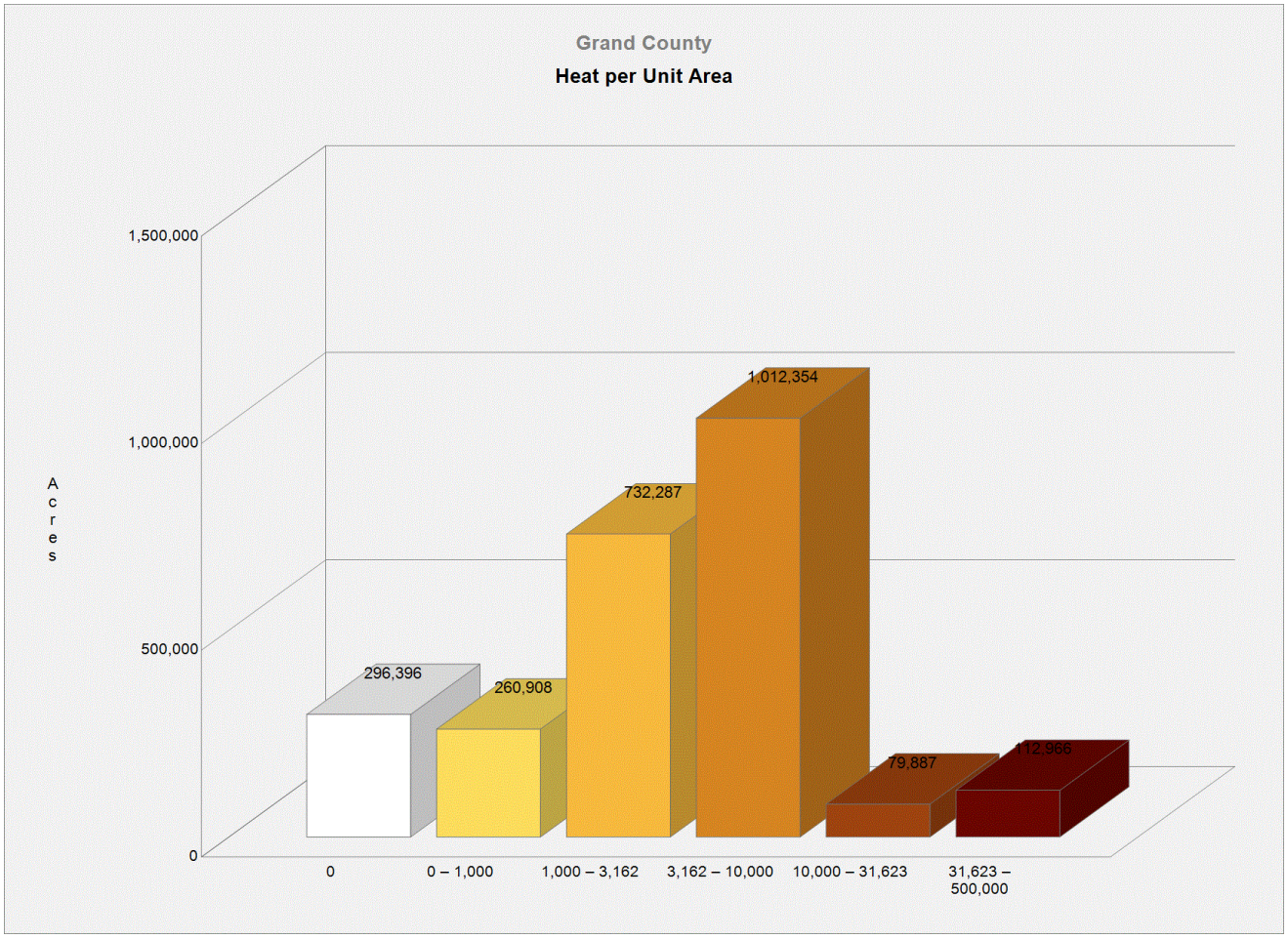

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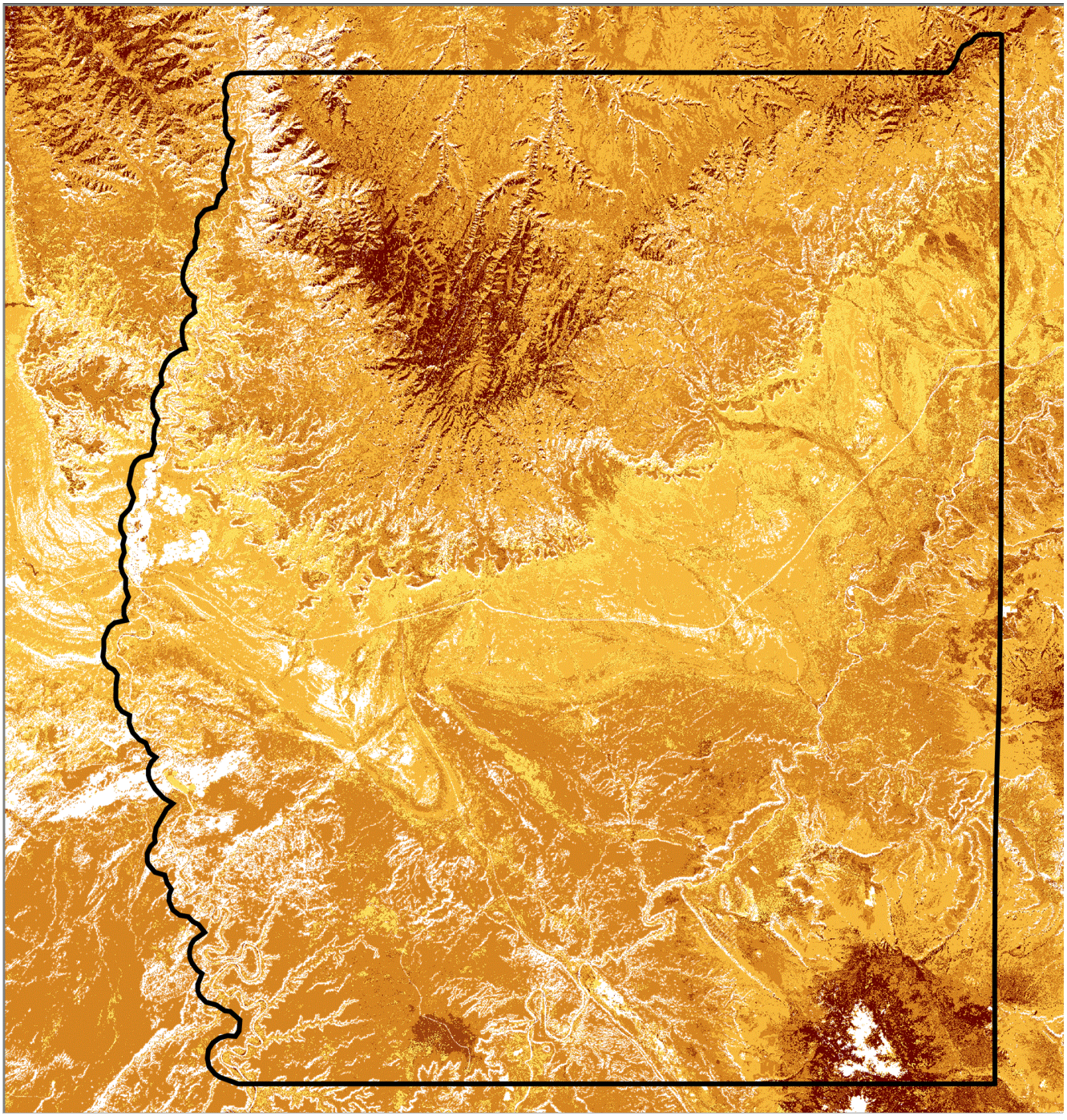

Conditional Ember Production

This dataset indicates where embers are originating when fires occur (so they could be targeted for treatment).

	Conditional Ember Production Category	Acres	Percent
	0	296,396	12 %
	> 0 - 10	907,104	36 %
	10 - 20	219,300	9 %
	20 - 30	647,741	26 %
	30 - 40	208,740	8 %
	40 - 50	30,480	1 %
	50 - 60	27,159	1 %
	60 - 70	29,098	1 %
	70 - 80	14,368	1 %
	80 - 90	11,765	0 %
	> 90	102,648	4 %
	Total	**2,494,797**	**100 %**

Grand County

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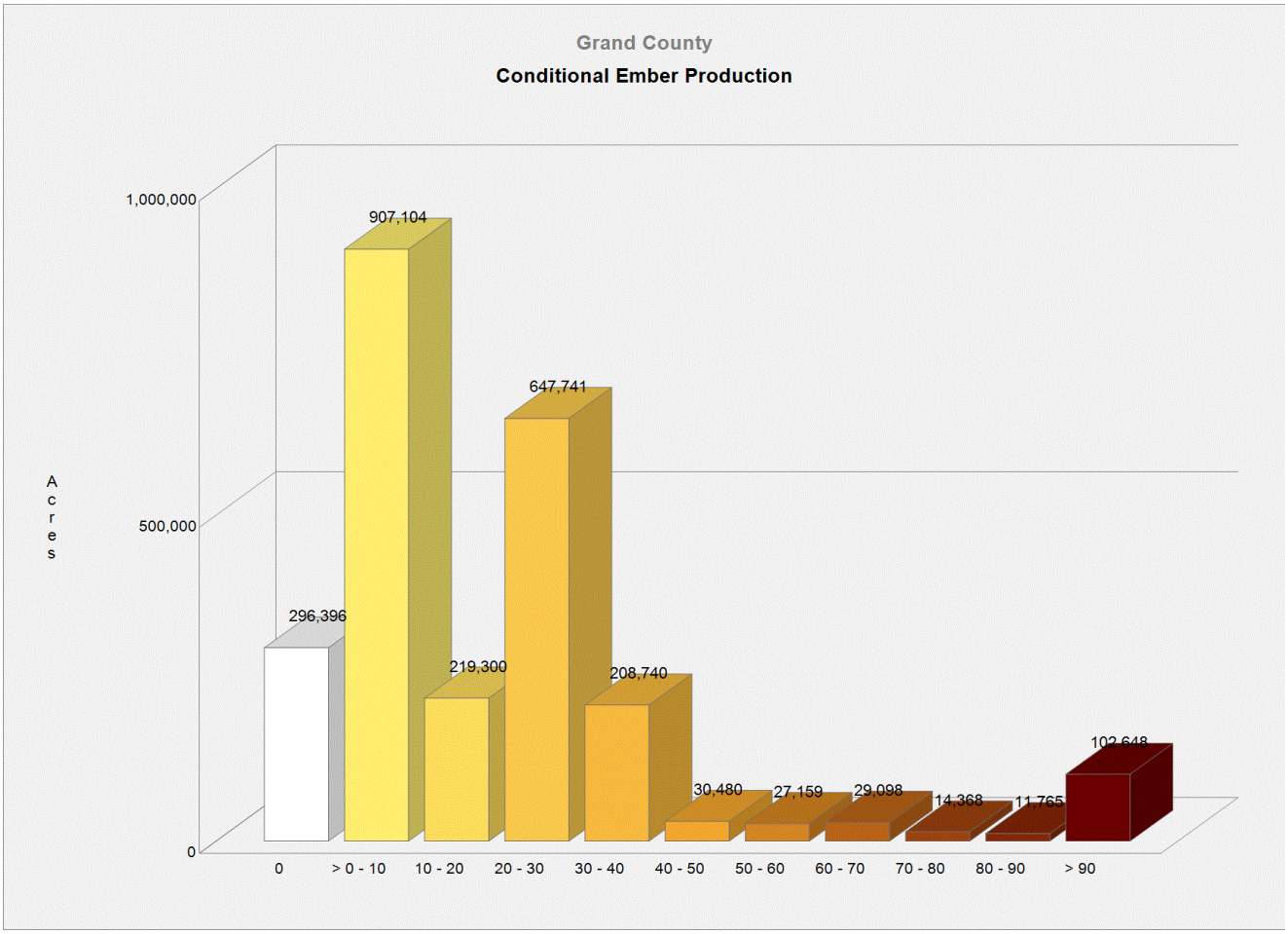

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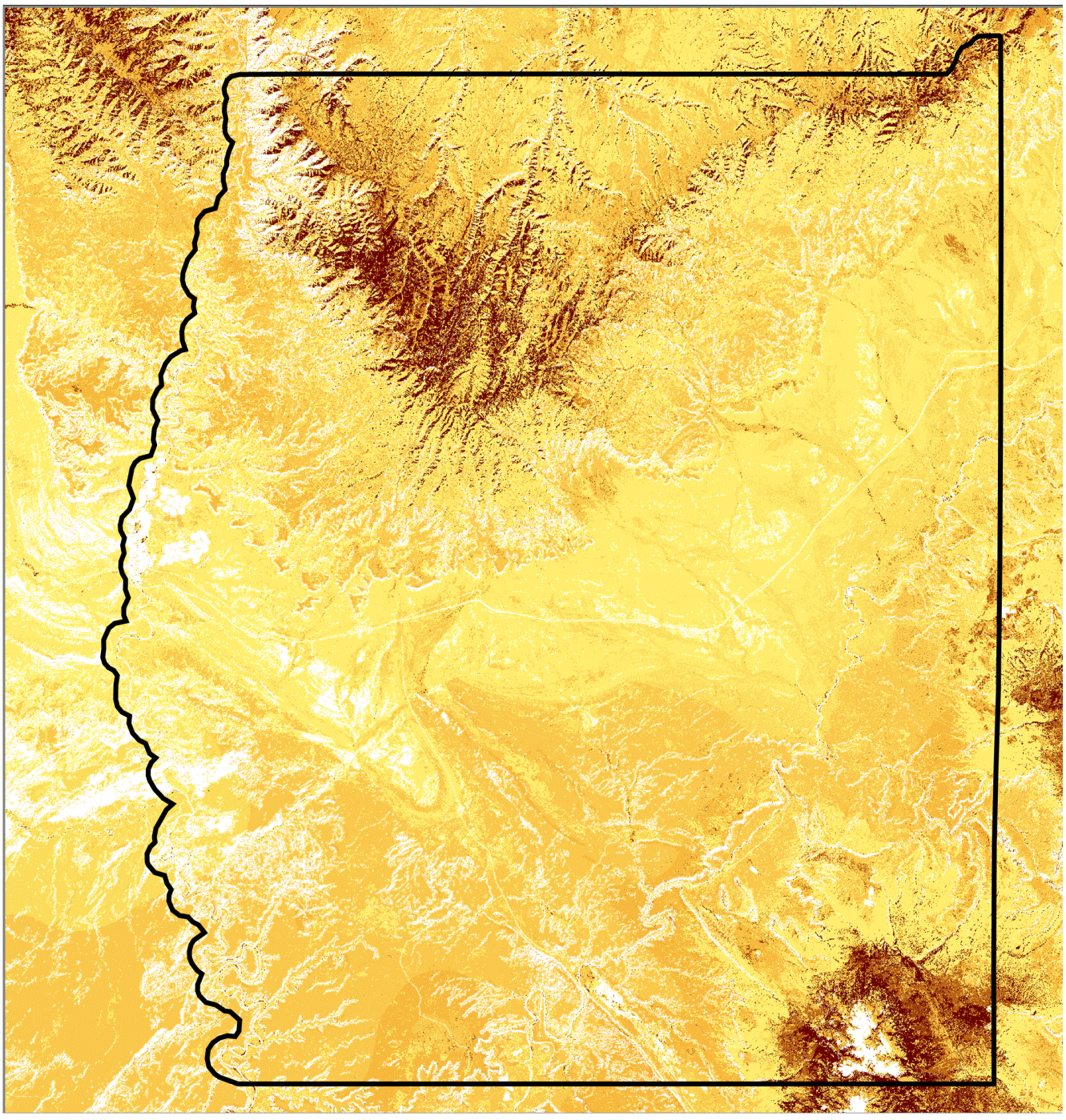

Conditional Sources of Ember Load to Buildings

This dataset indicates where embers might land near buildings.

	Conditional Sources of Ember Load to Buildings Category	Acres	Percent
	Minimal Direct Wildfire Impacts	2,378,323	95 %
	Very Low	96,008	4 %
	Low	8,023	0 %
	Moderate	6,097	0 %
	High	4,819	0 %
	Very High	1,468	0 %
	Extreme	59	0 %
	Total	**2,494,797**	**100 %**

Grand County

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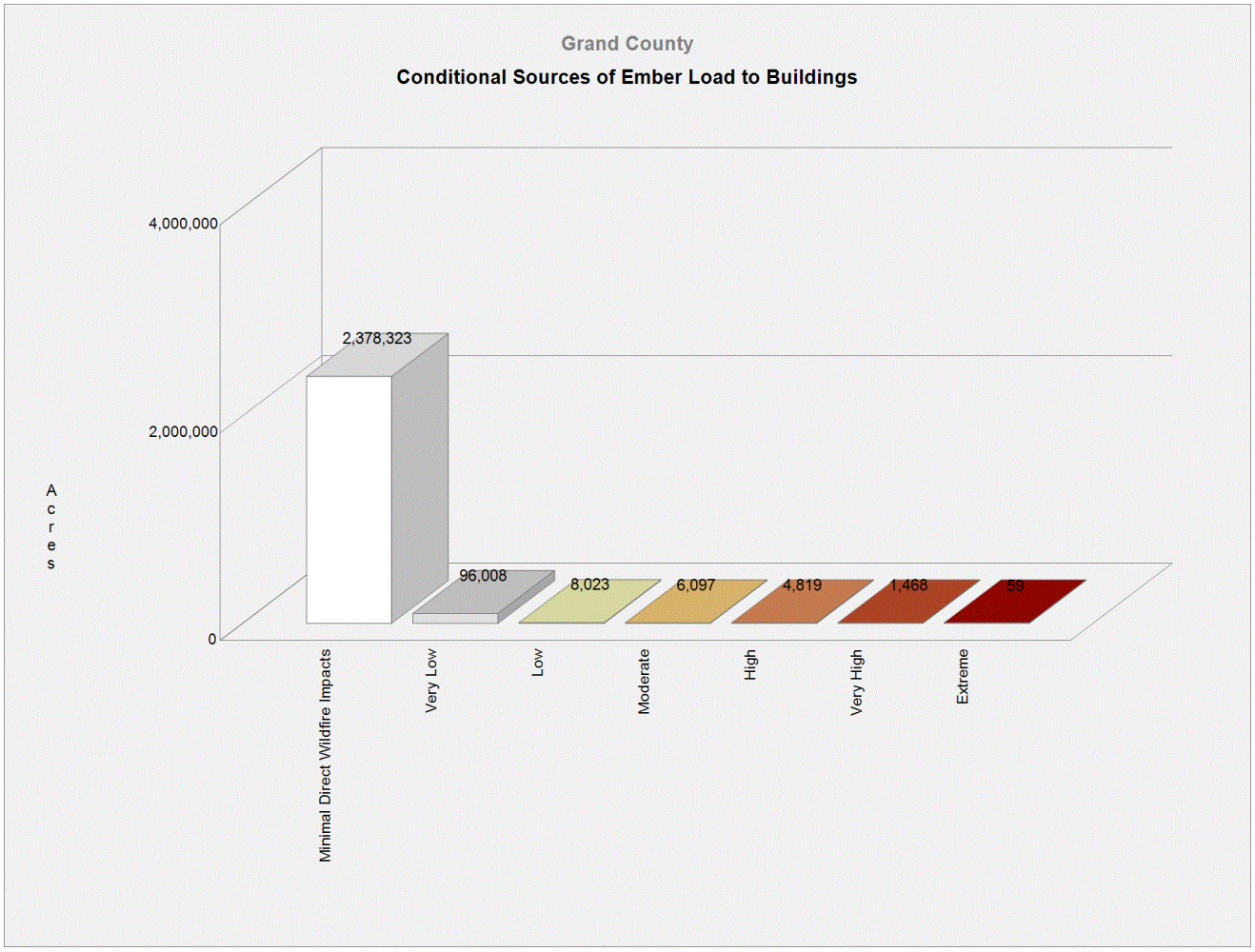

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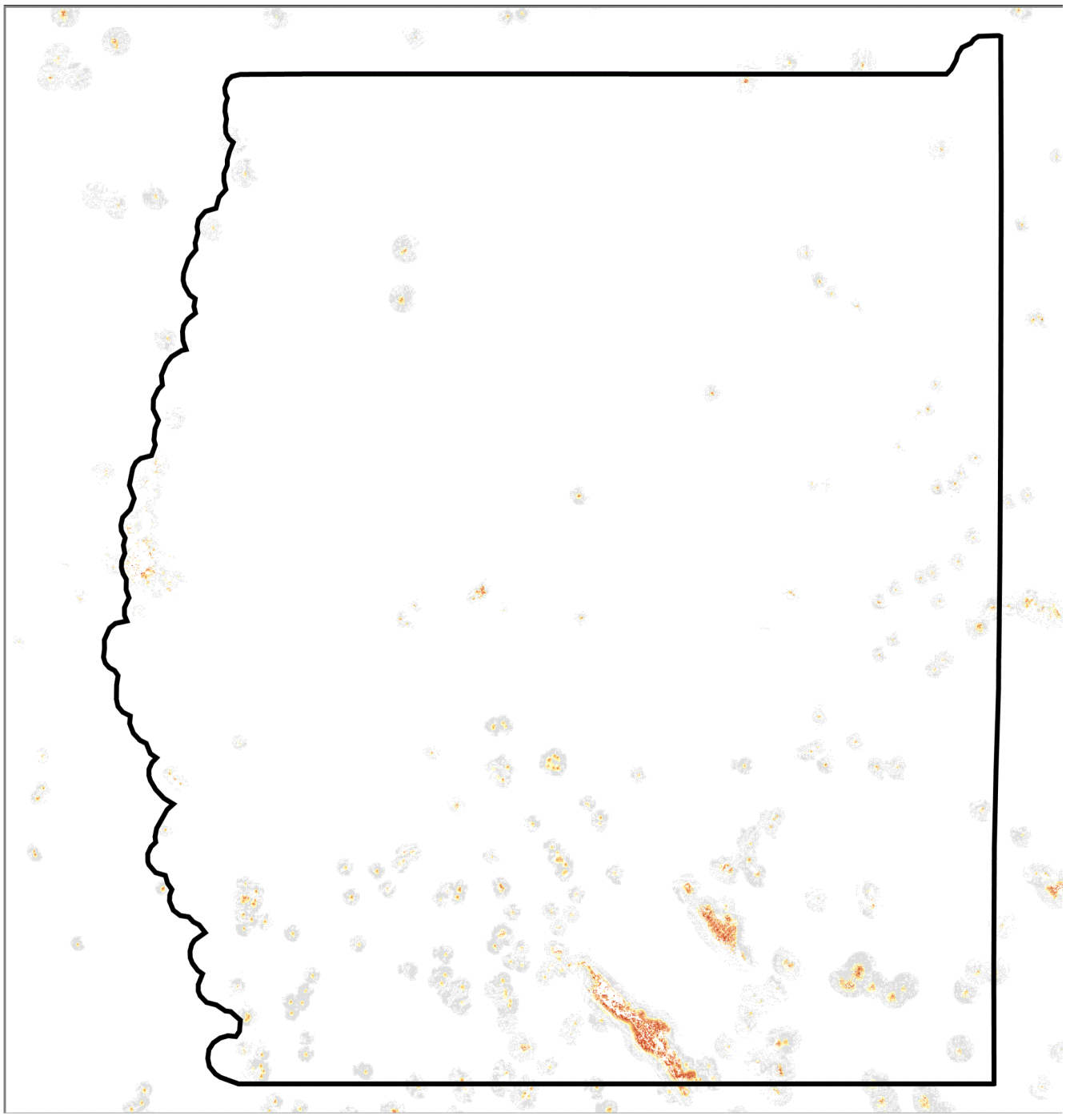

Housing-Unit Density (HUDEN)

This dataset is the Housing-Unit Density (HUDEN) raster for the United States. HUDEN is a nationwide raster of housing-unit density measured in housing units per square kilometer. It reflects 2018 estimates of housing unit and population counts from the U.S. Census Bureau, combined with building footprint data from Microsoft (version 1.1), LandScan where building footprint data were unavailable, and land cover data from LANDFIRE.

	Housing-Unit Density (HUDEN) Category	Acres	Percent
	No Housing Units	2,468,404	99 %
	Below Density Rating	12,751	1 %
	Very Low	2,459	0 %
	Low	2,742	0 %
	Medium	2,244	0 %
	Medium-High	2,698	0 %
	High	2,457	0 %
	Very High	436	0 %
	Total	**2,494,189**	**100 %**

Grand County

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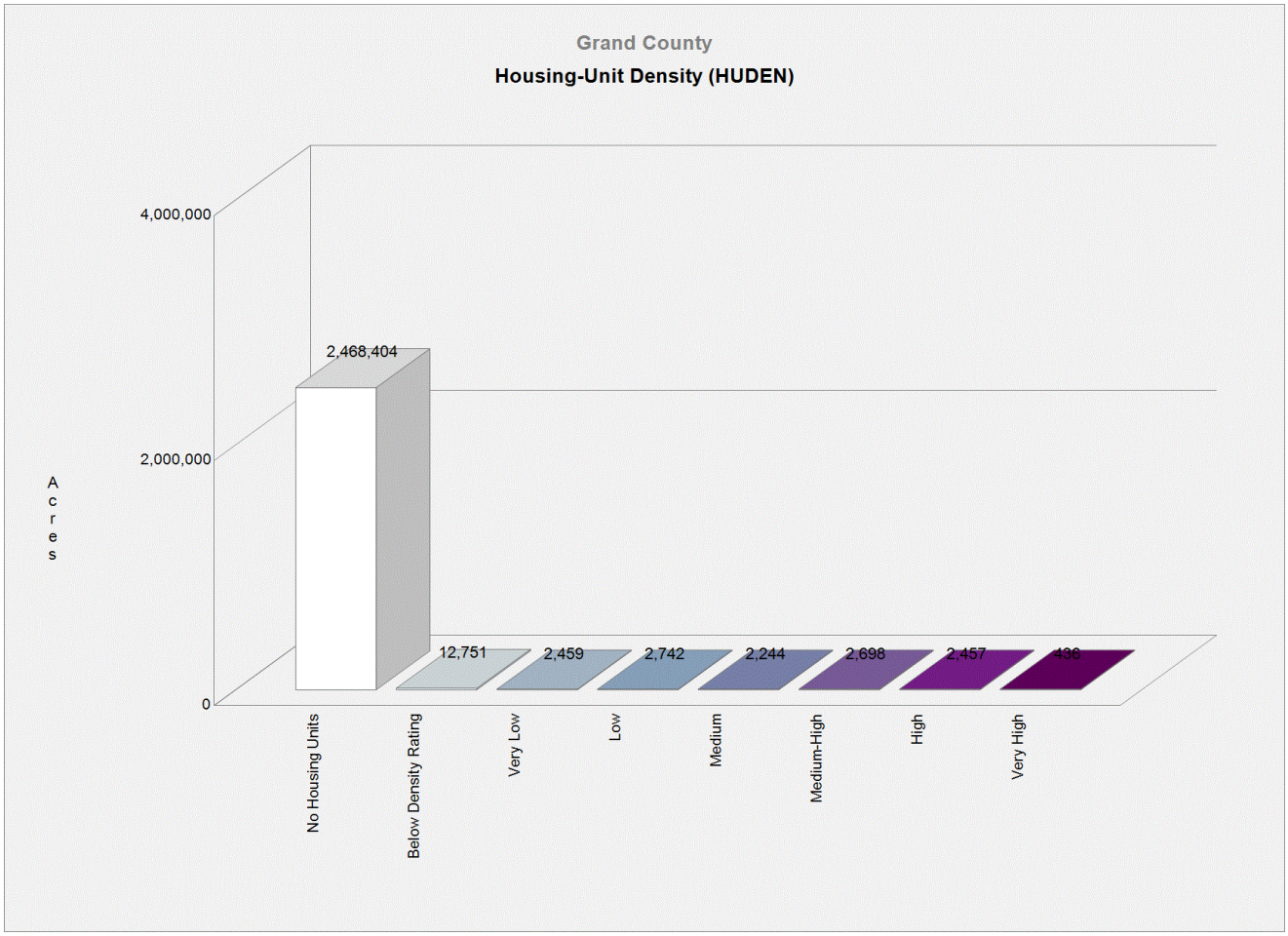

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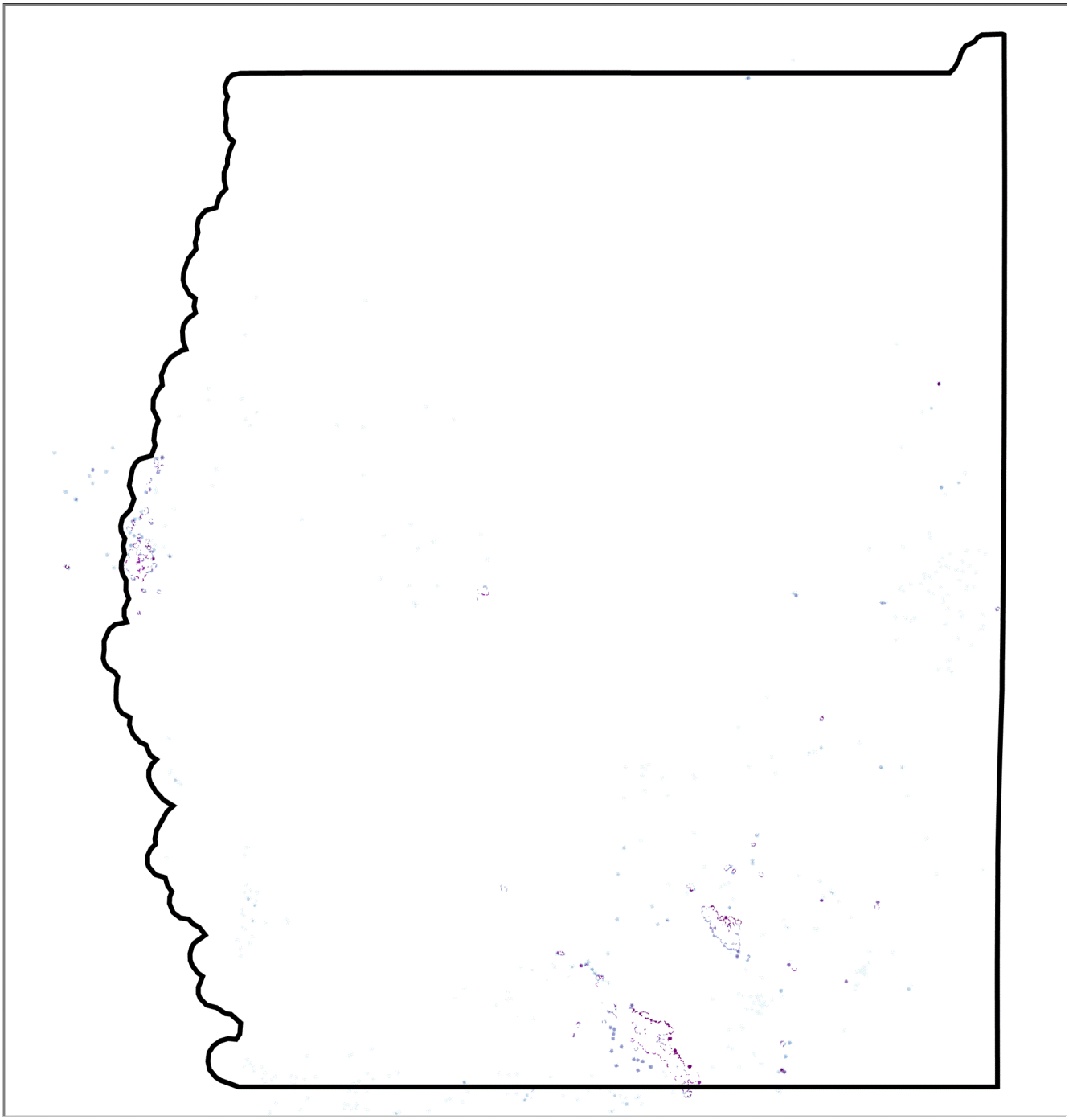

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Grand County

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Community Wildfire Preparedness Plan

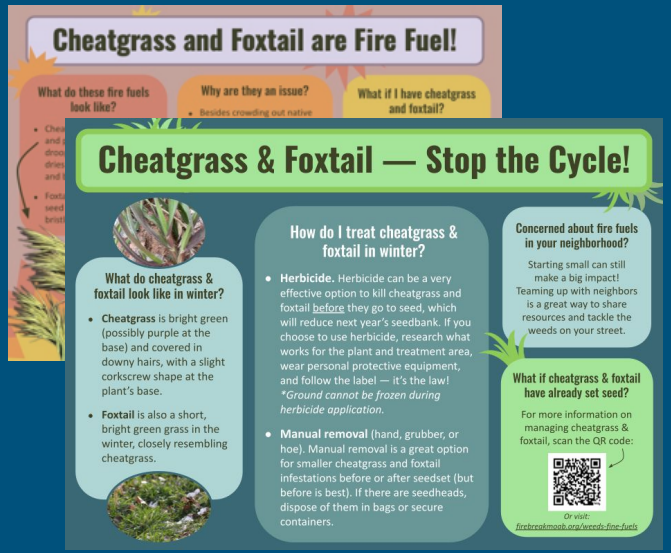
Grand County and City of Moab

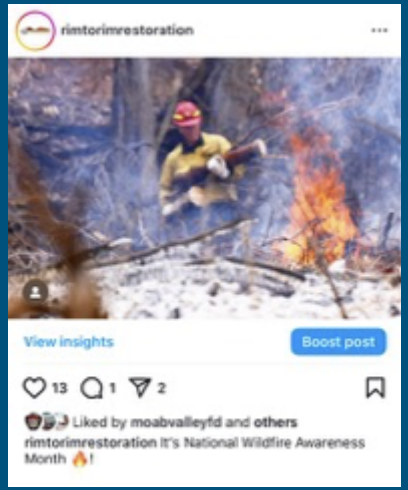
Partnering agencies: Moab Valley Fire Department, Utah Division of Forestry, Fire and State Lands, Grand County Emergency Management, City of Moab, Grand County and Rim to Rim Restoration

What is the CWPP and why is it important to Moab and Grand County?

- 5-year plan
- Collaborative planning process
- Outlines strategies to address the risk of wildfire
  - Mitigation
  - Preparedness
  - Prevention
  - Maintenance
- **Communities that participate in Utah's Cooperative Wildfire System are required to have a CWPP**
  - The state shares the cost of catastrophic fires in exchange for local government providing initial attack and engaging in prevention, preparedness, and mitigation strategies

Major takeaways from 2026 plan - Prevention Goals





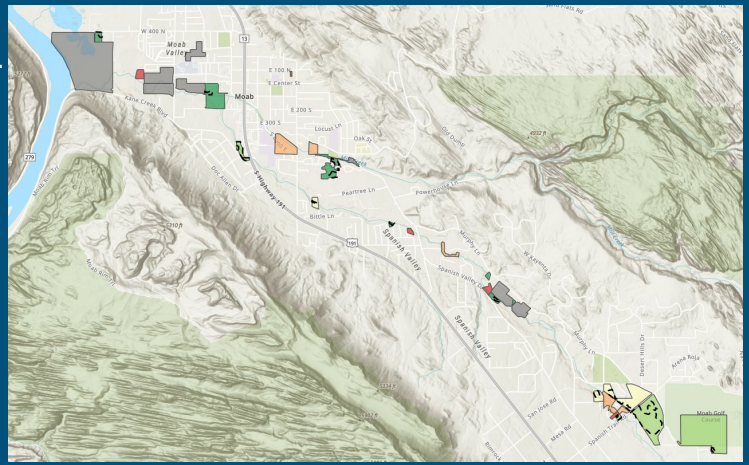
- Manage recreation to prevent wildfire ignitions and fuel loading
- Conduct public outreach around human-caused ignitions
- Implement HB 48 (Wildland Urban Interface Modifications)
- Review current LUC for possible improvements regarding fire prevention (City of Moab)

Major takeaways from 2026 plan - Preparedness goals

- Conduct public outreach about defensible space
- Designate landfill voucher days for property fuels removal
- Work with stakeholders to evaluate community wildfire preparedness and identify deficiencies
- Map existing fuel breaks and propose other strategic fuel breaks
- Develop an evacuation plan

Major takeaways from 2026 plan - Mitigation Goals

- Identify areas for fuel reduction treatments
- Prevent noxious/invasive weed proliferation
- Support agencies in post-fire rehabilitation projects
- Provide education to City/County leadership and the general public for treatment strategies for hazardous fuels



Major takeaways from 2026 plan- Maintenance of Past Goals

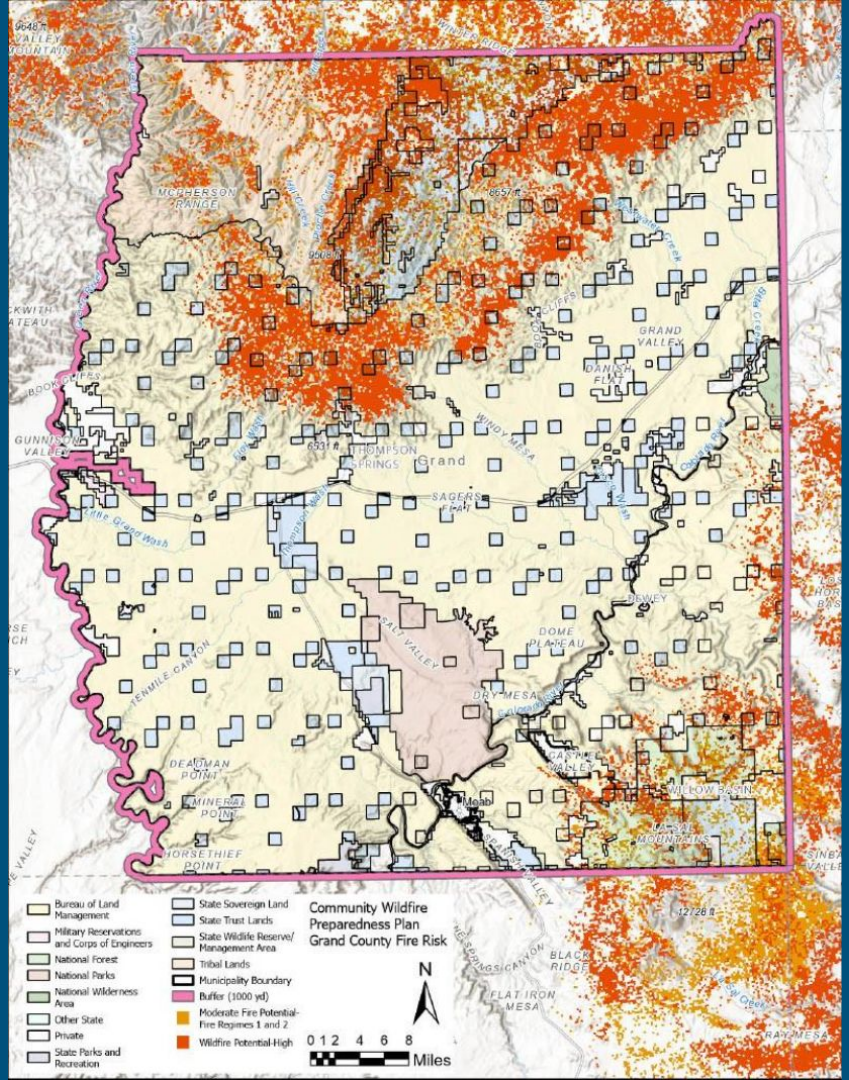
- Continue to implement roadside mowing/reseeding projects
- Maintain existing fuel breaks
- Annual review of progress on CWPP goals

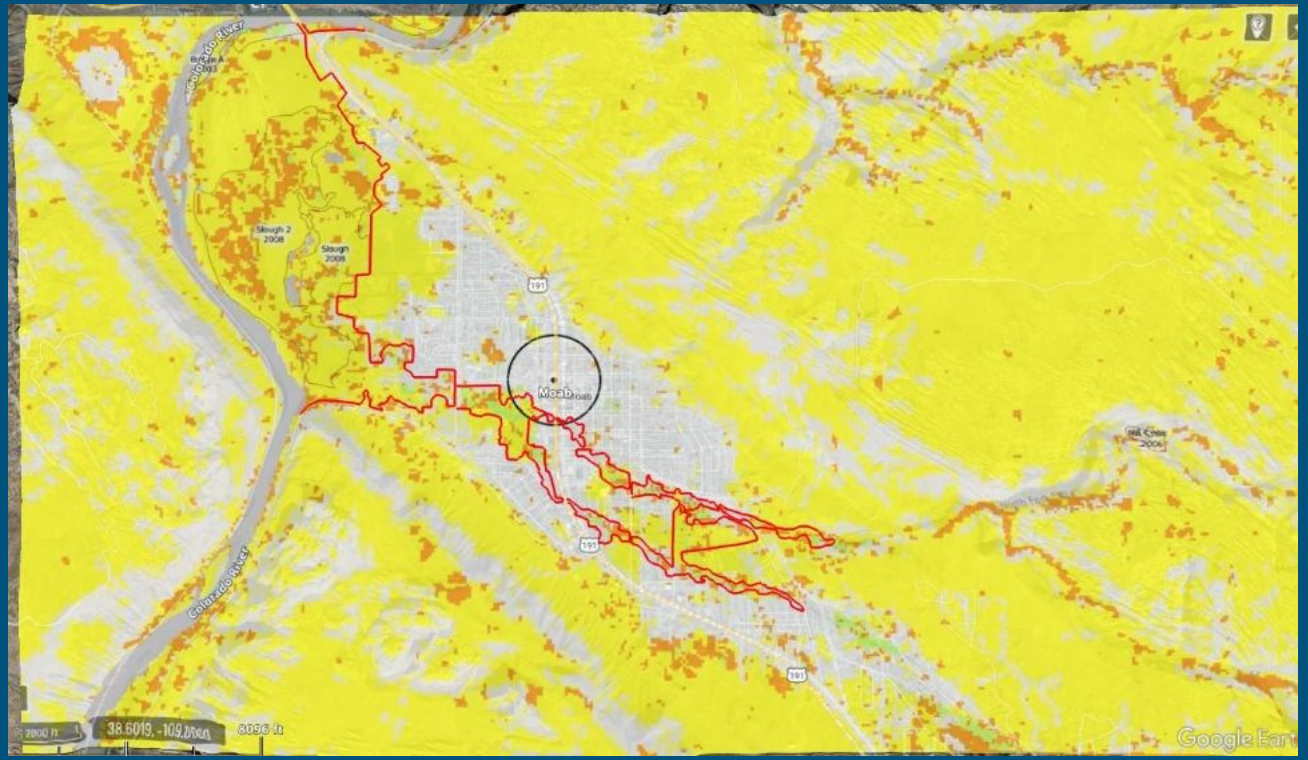
4/13/25

5/1125

Questions?

Save the date!
• Team Rubicon (March 16-22)
• Fire fuels mitigation along Pack Creek in Spanish Valley
• Site visit opportunities
TEAM RUBICON


Community Wildfire
Preparedness Plan
Grand County Fire Risk
Bureau of Land Management
Military Reservations and Corps of Engineers
National Forest
National Parks
National Wilderness Area
Other State
Private
State Parks and Recreation
State Sovereign Land
State Trust Lands
State Wildlife Reserve/ Management Area
Tribal Lands
Municipality Boundary
Buffer (1000 yd)
Moderate Fire Potential- Fire Regimes 1 and 2
Wildfire Potential-High
N
0 1 2 4 6 8
Miles
McPHERSON RANGE
GRAND VALLEY
THOMPSON SPRINGS
Grand
SAGERS
DOME PLATEAU
DRY MESA
DEADMAN POINT
MINERAL POINT
HORSETHIEF POINT
Moab
WILLOW BASIN
BLACK RIDGE
FLAT IRON MESA


Slough 2
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Slough
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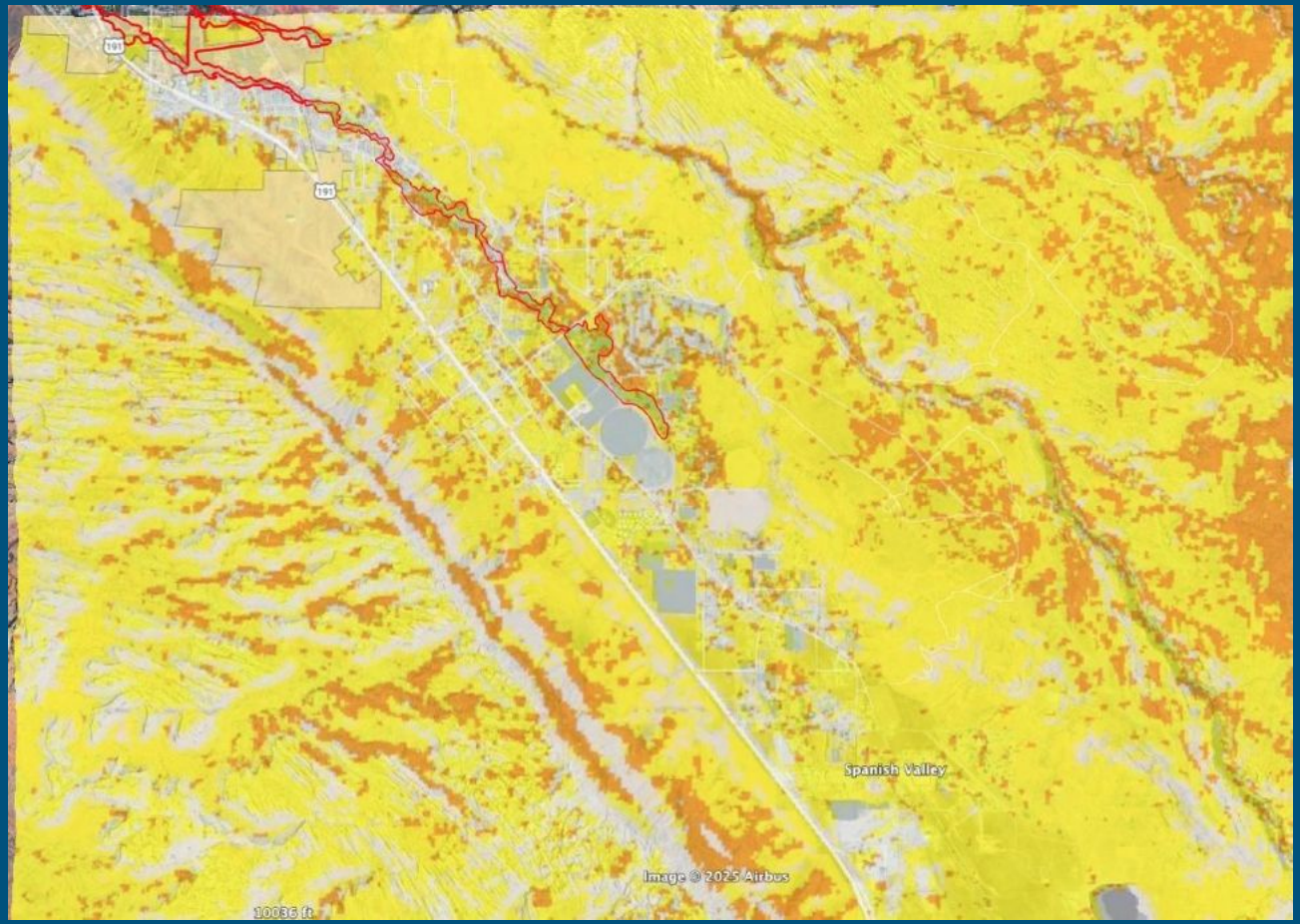
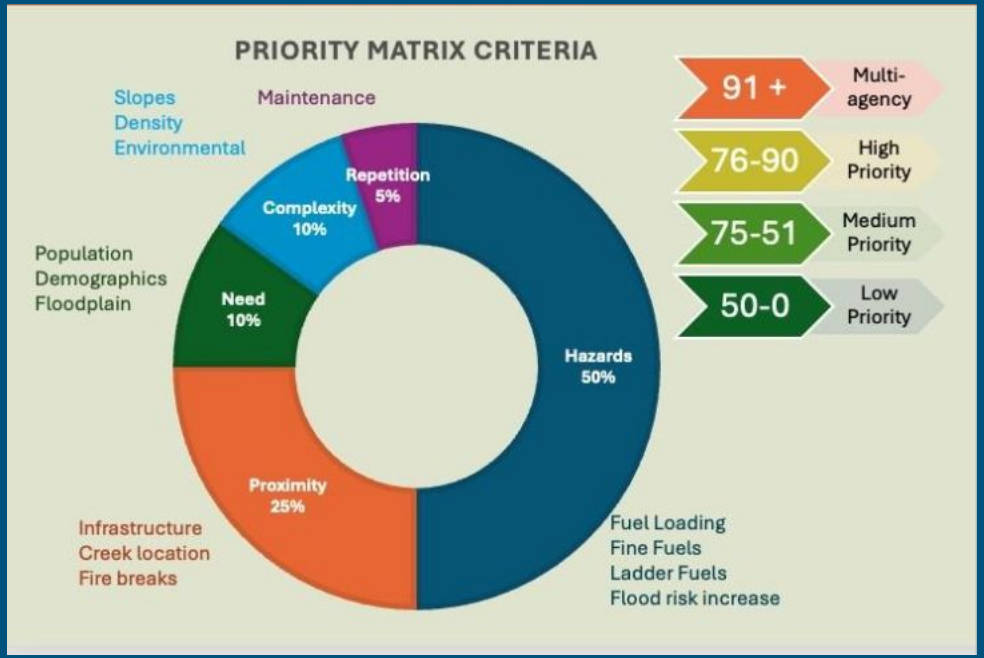
191
Moab
Colorado River
38.6019, -109.5...
Google Earth


191
191
Spanish Valley
Image © 2025 Airbus
10036 ft


PRIORITY MATRIX CRITERIA
Slopes
Density
Environmental
Maintenance
Repetition
5%
Complexity
10%
Population
Demographics
Floodplain
Need
10%
Hazards
50%
Proximity
25%
Infrastructure
Creek location
Fire breaks
Fuel Loading
Fine Fuels
Ladder Fuels
Flood risk increase
91 +
Multi-agency
76-90
High Priority
75-51
Medium Priority
50-0
Low Priority

CITY OF MOAB RESOLUTION #02-2026

A RESOLUTION TO ADOPT THE COMMUNITY WILDFIRE PREPAREDNESS PLAN

WHEREAS, the City of Moab adopts plans to guide decision-making and policy; and

WHEREAS, the federal Healthy Forests Restoration Act of 2003 defines a Community Wildfire Preparedness Plan (CWPP) as a collaboratively developed plan for an at-risk community that identifies and prioritizes hazardous fuel reduction areas and recommends measures to reduce structural ignitability; and

WHEREAS, Moab contains at-risk wildland–urban interface areas; and

WHEREAS, the Community Wildfire Preparedness Plan was last updated in 2020, and changing wildfire conditions, updated data, and new state standards have prompted an update; and

WHEREAS, the City of Moab; Moab Valley Fire Department; Utah Division of Forestry, Fire and State Lands; Grand County Emergency Management; Grand County; and Rim to Rim Restoration collaborated to update the Community Wildfire Preparedness Plan; and

WHEREAS, the Utah Division of Forestry, Fire and State Lands reviewed and approved the updated Community Wildfire Preparedness Plan.

NOW, THEREFORE BE IT RESOLVED that the Moab City Council hereby approves Moab City Resolution #02-2026, adopting the Community Wildfire Preparedness Plan for the Wildland – Urban Interface Grand County and Moab City, as follows:

PASSED AND APPROVED in open Council by a majority vote of the Governing Body of Moab City Council this 27th day of January 2026.

SIGNED: _____

Joette Langianese, Mayor

ATTEST: _____

Sommar Johnson, Recorder

MOAB CITY COUNCIL AGENDA January 27, 2026

TITLE: Request for Participation in Essential Air Service Planning and Analysis

DISPOSITION: Discussion and possible action

PRESENTER/S: Michael A. Black, AICP, City Manager

ATTACHMENT/S: 1. Current Alternante Essential Air Service Contract

2. Consultant Proposal

STAFF RECOMMENDATION: Staff recommends that the City Council review the information provided and offer direction on whether the City should participate in the consultant cost of the preparation of an Essential Air Service (EAS) market and planning analyses, and to authorize the City Manager to enter into an agreement with Grand County to ensure the funds are used as intended.

Background

Grand County operates Canyonlands Regional Airport (the *"Airport"*). While the County is solely responsible for Airport operations and financial obligations, decisions made at the Airport affect the entire region and have direct implications for Moab residents, businesses and the local economy. Because of this, the City routinely collaborates with the County on regionally significant planning and infrastructure efforts, including matters related to air service.

The Essential Air Service (*"EAS"*) program is a federal program that ensures small and rural communities retain commercial air service and connections to larger regional airports. The Airport's current EAS carrier is Contour Airlines. Grand County is preparing to renew its EAS contract and believes a stronger, data-driven proposal will improve its competitiveness for enhanced service options, specifically direct flights to Salt Lake City (SLC) and Denver (DEN).

To meet federal timelines and prepare the most competitive EAS submission possible, the Airport Director has indicated that consultant support is necessary. The consultant scope includes market analysis and a "leakage study" identifying how many travelers choose to fly out of larger airports such as Salt Lake City (SLC) or Grand Junction (GJT) instead of Moab. This analysis is intended to clearly demonstrate Moab's demand for air service and help attract additional or larger carriers.

The consultant cost is $40,000, and Grand County has requested that the City share in this expense. The County has suggested a 50/50 cost split, which would require a City contribution of $20,000.

If the City Council chooses to participate financially, the funds could be provided through either:

1. **An MOU** – a non-binding agreement documenting shared intent and how the contribution should be used; or

2. **An Interlocal Agreement (ILA)** – a binding contract outlining the purpose, use of funds, deliverables, and reporting expectations.

The appropriate mechanism depends on the level of formality and accountability the Council desires in its partnership with the County on this effort. Staff has met with County representatives, including the Airport Director, to clarify the scope and timing needs associated with the EAS renewal. The Airport Director will be attendance at the City Council meeting on Jan. 27, 2026.

Potential Motion: (if the Council chooses not to participate, no motion is necessary) I move to approve a contribution of $_____ to Grand County for consultant services related to the preparation of Essential Air Service market and planning analyses, and to authorize the City Manager to enter into an agreement with Grand County – whether by MOU or ILA – to ensure the funds are used as intended.

RELEVANT LAWS, STUDIES & PLANS:

Current Essential Air Service Contract

RESPONSIBLE DEPARTMENT(s):
Administration

FINANCIAL IMPACT:

The actual impact of this request could be as much as $20,000, which could be paid out of professional and technical services budget in City Administration.

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AGREEMENT FOR AIR SERVICES
BY AND BETWEEN
GRAND COUNTY, UTAH
AND
CORPORATE FLIGHT MANAGEMENT, INC. D/B/A CONTOUR AIRLINES

This Agreement for Air Services (this "Agreement") is made and entered into as of the 1st day of February, 2024 (the "Effective Date") by and between Corporate Flight Management Inc. d/b/a Contour Airlines, a Tennessee corporation with its principal office at 808 Blue Angel Way, Smyrna, Tennessee 37167 ("Contour"), and Grand County, a political subdivision of the State of Utah with its principal administrative office at 125 East Center St., Moab, Utah, 84532 (the "County").

Recitals

WHEREAS, the County is the owner and operator of the Canyonlands Regional Airport with its principal administrative airport office at 110 W Aviation Way, Moab, UT 84532 ("Airport" or "CNY"); and

WHEREAS, the County, under Docket Number DOT-OST-1997-2827 and Order 2023-10-1 ("Order") and pursuant to 49 U.S.C. § 41745(a), has been awarded a grant by the U.S. Department of Transportation ("DOT") in a total amount not to exceed $17,672,088 under DOT's Alternate Essential Air Service Program ("Grant"), which the County will use to fund passenger air service at CNY; and

WHEREAS, Contour is a licensed direct air carrier under 14 C.F.R. Parts 119, 135, and 298, and holds all licenses, certificates, and permits from applicable governmental authorities for the conduct of its business as a direct air carrier; and

WHEREAS, The County elected to opt out of the traditional Essential Air Service process and instead provided a proposal to DOT naming Contour as the air carrier to provide Alternate Essential Air Service ("AEAS") at CNY as permitted by 49 U.S.C. § 41745(a) as well as DOT's Order dated July 27, 2004 establishing AEAS (Docket Number DOT-OST-2004-18715). DOT accepted the County's AEAS election and its selection of Contour. By and through Order 2023-10-1 (Docket Number DOT-OST-1997-2827), DOT awarded the Grant as proposed by the County, with all AEAS flights to be conducted in accordance with 14 C.F.R. Pt. 380, subject to the terms and conditions of the Order and Grant.

WHEREAS, the County and Contour have entered into a Passenger Airline Operating and Terminal Lease Agreement dated February 1, 2024, which permits Contour to use the Airport's facilities in connection with providing the AEAS ("Related Agreement"); and

WHEREAS, the parties hereto desire to enter into this Agreement to define the terms and conditions under which Contour agrees to provide AEAS under 14 C.F.R. Pt. 380, and the County agrees to pay Contour for said services through and subject to the Grant in order to guarantee Contour a minimum revenue for the AEAS.

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NOW THEREFORE, in consideration for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree, as follows:

1. Incorporation of Recitals and Attachments. The Recitals stated above and the Attachments hereto are integral parts of this Agreement and are incorporated herein as if restated in their full text.

2. Term. This Agreement shall commence on the Effective Date, and unless sooner terminated in a manner expressly provided for herein, shall remain in full force and effect for a period of thirty-two (32) months, through and including September 30, 2026.

3. Scope of Services. Contour shall provide the AEAS as further detailed in Attachment A hereto, with a published timetable that supports a first flight date on February 1, 2024. The actual start of the AEAS is subject to the satisfaction of all applicable provisions of this Agreement and of the Related Agreement as well as the issuance of an approved 14 C.F.R. Pt. 380 Public Charter Prospectus ("Prospectus") by DOT.

   Contour shall not be required to perform under this Agreement until the County and DOT have executed an agreement for DOT's Grant award ("Grant Agreement") under the AEAS program.

   The County warrants and represents that it will take all steps necessary to have the Airport "Federalized" as that term is used by the Transportation Security Administration ("TSA") and to have all equipment and personnel (whether provided by the TSA or otherwise) in place and ready to screen passengers and baggage by February 1, 2024. The parties acknowledge and agree that Contour is not obligated to perform under this Agreement unless TSA screening is in place at CNY.

   In addition, the parties understand and agree that no press releases, other media coverage (including, but not limited to, announcements on either party's web site), marketing, or other public discussion of the start date or other specifics of the AEAS until Contour has obtained an approved Prospectus from the DOT.

   Contour reserves the right to make all operational, ticket pricing, and ticket distribution decisions regarding the AEAS.

4. Compensation for Services.

   In accordance with the terms and conditions set forth in the Grant Agreement between County and DOT, County agrees to pay, and Contour agrees to accept, Flight Segment Fees described in Attachment A hereto for each completed Flight Segment along with the payment of certain specific fixed line item expenses related to Non-Completed Flights ("Compensation for Services").

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Except as otherwise permitted by DOT, County and Contour agree that planned Flight Segments that are cancelled in advance (prior to take off) may not be compensable for reasons including, but not limited to: temporary flight restrictions, no booked passengers in an outbound and corresponding return Flight Segments (as noted in Attachment A), mechanical issues, ATC issues, and crew shortages/issues (each a "Non-Completed Flight Segments"). As stated in the Grant, DOT will consider reimbursement of certain specific fixed, line-item expenses relating to Non-Completed Flight Segments under this Agreement (e.g. for fixed line item expenses related to Non-Completed Flight Segments arising due to airfield construction that leads to an extended closure of runway(s)). Such reimbursements must be directly related to fixed auditable expenses incurred by Contour despite the Flight Segments being cancelled. Per the Grant, such reimbursements must be paid to Contour prior to being considered for reimbursement by DOT. The total of such reimbursements for Non-Completed Flight Segment fixed, auditable expenses will not exceed the applicable limit stated in Attachment A for any month during the Term.

Contour will retain all revenue it earns from ticket sales and fees collected under this Agreement.

5. Invoicing and Payment.

   A. Not later than the fifth (5^{th}) business day of each calendar month, Contour will invoice the County for the Compensation for Services performed for the prior calendar month.

   B. Within thirty (30) days of County's receipt of said monthly invoice from Contour, the County will submit the Compensation for Services to Contour via ACH payment as provided in Contour's vendor documentation to County, in accordance with and subject to the Grant Agreement, DOT's rules and regulations, as well as applicable state and federal law.

   C. Subject to Section 4 of this Agreement, the obligations of the County, its agents and employees under this Section 5 will survive the expiration or termination of this Agreement.

6. Laws, Ordinances, and Regulations. Contour agrees that in its performance under this Agreement and the Related Agreement, it will comply with all present and future valid laws, ordinances, rules, and regulations of the Federal Government, State of Utah, Grand County, the Airport (as its rules and policies are reasonably adopted), and agencies thereof relating to the subject matter of this Agreement and the Related Agreement. Contour will not engage and will not knowingly allow third parties illegal or unsafe conduct under this Agreement or the Related Agreement. Contour will ensure that it, and any party with which it contracts, will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of the Grant funds under this Agreement and its performance under the Related Agreement including but not limited to the following, as each may be amended in the future:

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Federal Legislation:

- Fair Labor Standards Act of 1938 – 29 U.S.C. § 201, *et seq.*
- Hatch Act – 5 U.S.C. § 1501, *et seq.*
- National Historic Preservation Act of 1966 – Section 106 – 16 U.S.C. § 470(f).
- Archeological and Historic Preservation Act of 1974 – 16 U.S.C. §§ 469 through 469c.
- Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, *et seq.*
- Clean Air Act – P.L. 90-148, *as amended*.
- Coastal Zone Management Act – P.L. 93-205, *as amended*.
- Flood Disaster Protection Act of 1973 – Section 102(a) – 42 U.S.C. § 4001, *et seq.*
- American Indian Religious Freedom Act – P.L. 95-341, *as amended*.
- Architectural Barriers Act of 1968 – 42 U.S.C. § 4151, *et seq.*
- Power Plant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.
- Contract Work Hours and Safety Standards Act – P.L. 87-581, 76 Stat. 357 (previously referred to as 40 U.S.C. § 327, *et seq.*).
- Copeland Anti-kickback Act – 18 U.S.C. § 874.
- National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, *et seq.* (consisting of P.L. 90-542 and amendments thereto).
- Wild and Scenic Rivers Act – 16 U.S.C. § 1271, *et seq.*
- Single Audit Act of 1984 – 31 U.S.C. § 7501*, et seq.*

Executive Orders:

- Executive Order 11246 – Equal Employment Opportunity.
- Executive Order 11990 – Protection of Wetlands.
- Executive Order 11998 – Floodplain Management.
- Executive Order 12372 – Intergovernmental Review of Federal Programs.

Federal Regulations:

- 14 C.F.R. Pt. 13 – Investigative and Enforcement Procedures.
- 14 C.F.R. Pt. 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- 29 C.F.R. Pt. 1 – Procedures for predetermination of wage rates.
- 29 C.F.R. Pt. 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- 29 C.F.R. Pt. 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- 41 C.F.R. Pt. 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).
- 49 C.F.R. Pt. 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments

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- 49 C.F.R. Pt. 23 – Participation by Disadvantaged Business Enterprise in Airport Concessions.
- 49 C.F.R. Pt. 24 – Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.
- 49 C.F.R. Pt. 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- 49 C.F.R. Pt. 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

As further assurances of its compliance with all applicable laws and rules, Contour will execute the Certification Regarding Influencing Activities in Attachment B hereto and the Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions in Attachment C hereto.

Contour will incorporate all required certifications in each second-tier subcontract and other vendor agreements in accordance with applicable law, regulation, or policy.

7. Compliance with DOT Order. Contour and County agree to comply with their respective responsibilities and duties as set forth and implied in the DOT Order. Contour and County further agree to provide each other with written notice upon learning or obtaining information issued formally by the DOT indicating or confirming non-compliance with any and all of the following requirements as further explained under "Eligibility Discussion" of the DOT Order:

    - Average subsidy per passenger of less than $1,000 during the most recent fiscal year, as determined by the DOT Secretary.

8. Monthly Activity Reports. Contour shall provide to the County a monthly report of (i) number of flights scheduled; (ii) number of flights completed; (iii) number of revenue passengers carried (enplanements and deplanements); (iv) number of cancelled flights and the reason for cancellation; and (v) total revenue. Contour's passenger reservation and departure control systems will be Contour's sole source of passenger and revenue information for this report, as well as any other passenger-related reports issued by Contour under or as a result of this Agreement or the Related Agreement. Contour's flight scheduling and dispatching system will be Contour's sole source of flight operation information for any reports submitted to the County by Contour under or as a result of this Agreement or the Related Agreement.

9. Related Agreement. Contour's performance under this Agreement is subject to the negotiation, execution, and ratification of the Related Agreement. The commencement of AEAS under this Agreement is predicated upon the fulfillment of each party's pre-operational obligations under the Related Agreement, if any. The commencement of AEAS under this Agreement is also predicated upon TSA's completing all steps to staff and equip CNY to screen passengers and bags on or before February 1, 2024.

10. Termination. This Agreement may be terminated upon fifteen (15) days' written notice to the other party (unless otherwise specified below) upon the happening of any of the following events:

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A. By either party:
   i. Immediately, upon delivery of written notice by either party to the other, in the event that the Grant is terminated, revoked, or if DOT or the Federal Government fails or refuses to continue funding the Grant;
   ii. Upon the termination of the Related Agreement; or
   iii. In the event that the other party is in breach or default under any provision of this Agreement and such other party does not cure such breach or default within thirty (30) days after the non-breaching or non-defaulting party gives written notice to the other party specifying the breach or default.

B. By Contour:
   i. If Contour is unable to obtain the governmental or other approvals necessary to commence or conduct the AEAS;
   ii. If Contour and the County have not executed the Related Agreement to become effective on or before February 1, 2024;
   iii. If the County has not executed the Grant Agreement on or before February 1, 2024;
   iv. If County fails to make any payment when due and does not make such payment within ten (10) days after written notice or demand thereof.
   v. In the event of a forced or voluntary grounding of one or more of Contour's aircraft types that lasts for more than ten (10) days; or
   vi. Upon written notice to City in the event that Contour's average cost of fuel on the Route identified in Attachment A hereto (or any revised Route to which the parties agree) exceeds Four and 50/100 Dollars ($4.50) per gallon for Thirty (30) consecutive days.

C. By the County:
   i. If any governmental, FAA, or other air carrier fitness approvals necessary for Contour to commence or continue the AEAS are revoked or expire without being renewed and such circumstance is not cured within thirty (30) days after County's written notice to Contour;
   ii. If TSA fails or refuses to Federalize the Airport or revokes the Airport's Federalized status and such failure, refusal or revocation is not cured or rescinded within ninety (90) days;
   iii. If the County, in spite of its best efforts, does not receive the applicable portions of the Grant funds for any sixty (60) day period;
   iv. In the event of any act or omission by Contour which violates, or causes County to be violation of, any of County's FAA grant assurances, or the terms of any state or federal grant funding program in which the Airport participates; or
   v. Upon written notice to Contour in the event that Contour fails or refuses to provide passenger air service at the Airport pursuant to this Agreement for more than five (5) consecutive calendar days, and the reason for such failure or refusal is within Contour's reasonable control.

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11. Remedies Upon Termination.

A. A termination pursuant to Sections 10(A)(ii) and 10(A)(iv) shall not limit the non-breaching or non-defaulting party's right to pursue or enforce any of its rights under this Agreement or otherwise.

B. Any termination or expiration of this Agreement shall not affect the County's obligation to pay Contour all amounts owing to Contour as of the effective date of such expiration or termination for performance completed through such date.

C. In the event of any termination or expiration of this Agreement for any reason, the County shall pay all amounts owed to Contour as of the effective date of expiration or termination, in accordance with the provisions of this Agreement.

D. In the event of any termination of this Agreement (except under Sections 10(A)(i) or 10(C)(iii) hereof) or the Related Agreement by the County occurring prior to the end of the Term of this Agreement, if the County notifies DOT that it intends to continue to maintain its link to the national air transportation system through AEAS by finding a new air carrier to provide the service described herein for the remainder of this Grant's Term or to re-enter the traditional Essential Air Service program, then such termination of this Agreement will be suspended and Contour, the County, and the Airport will continue to perform under this Agreement and the Related Agreement while the County or the DOT secures replacement air service ("Hold In"). Hold In will continue from the effective date of the County's termination through the earlier of: (i) the end of the Term; (ii) the date immediately preceding the day on which the new air carrier commences service; or (iii) such other date as the parties may mutually agree in writing. In no event will Hold In continue past September 30, 2024 unless the DOT and the County extend the term and the funding of the Grant and Contour and the County enter into corresponding extensions of the Term of this Agreement and the Related Agreement.

12. Confidential Information.

A. To the extent allowed by federal and Utah law, all parties agree to hold in strict confidence all confidential and proprietary information, either designated as such by the party disclosing the information (the "Disclosing Party") to the other party (the "Receiving Party") or under reasonable circumstances to be considered as confidential information, whether in written, oral or other form, which it received from the Disclosing Party prior to, or in the course of, this Agreement (collectively, "Confidential Information"). Each party further agrees to use the Confidential Information solely to perform or to exercise its rights under this Agreement, and at a minimum to take all measures necessary to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in any case no less than reasonable measures). Confidential Information includes, without limitation, (i) the terms of this Agreement, and (ii) flight and accommodations booking information related to the AEAS.

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B. To the extent allowed by federal and Utah law, all parties agree that they will not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party, (i) except when required to do so by law or by a court of competent jurisdiction; (ii) except to attorneys, accountants, air service consultants under contract to Receiving Party, or lending institutions of either party which have been informed of the confidential nature of such information; or (iii) unless such provisions are publicly known through no disclosure that is prohibited hereunder.

C. Any party may disclose another party's Confidential Information in response to law, regulation, or a valid court order or other governmental action, provided that (a) if it can be done in compliance with the law or order, the Disclosing Party is notified in writing prior to disclosure of the information, and (b) to the extent it can be accomplished in compliance with the law or order, the Receiving Party assists the Disclosing Party, at the Disclosing Party's expense, in any attempt by the other to limit or prevent the disclosure of the Confidential Information.

D. Notwithstanding any other terms in this Agreement, Contour acknowledges that the County is a public entity, and is subject to the requirements of all applicable open meetings and open records laws, and agrees that it shall not be a violation of or default under any terms of this Agreement for the County to disclose records, materials, or information of any nature or kind, including confidential, trade secret, or proprietary information, in any form, where such disclosure is authorized or required under any such open meetings or open records law.

13. Advertising and Promotion. The parties agree that all advertising and promotion for the AEAS will strictly adhere to all applicable laws, as well as all applicable rules, regulations, and interpretations of the Federal Aviation Administration and the DOT.

14. Fares and Inventory Management. Contour shall at all times have the right and discretion to determine air fares and to determine seat inventory based on the Gauge of Service, as defined in Attachment A hereto, provided by Contour during the Term.

15. Governing Law. This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of Utah without regard to any conflict of law rules. Venue for any and all disputes arising out of this agreement shall lie exclusively in the State Courts of Grand County, Utah, to the extent such disputes fall within the subject matter jurisdiction of said courts. In the event of any dispute required under the law to be brought in federal court, and for which County is not immune from suit under the Eleventh Amendment of the United States Constitution, then exclusive venue shall lie in the United States District Court for the District of Utah. Notwithstanding the foregoing, nothing herein shall be construed as waiving any immunity held by County under the Eleventh Amendment of the United States Constitution.

16. Force Majeure. Except as otherwise expressly provided in this Agreement, neither party shall be liable for performance hereunder to the extent such performance is prevented or delayed as a result of acts of God, severe weather, natural disaster, earthquake, fire, war, military action, terrorist action, labor disputes, or any court order or action of any governmental, administrative

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or judicial entity or by any other reason or circumstance, similar or dissimilar, beyond the reasonable control of such party; provided, however, such party shall (a) provide the other party with prompt written notice thereof, and (b) resume performance under the Agreement within fourteen (14) calendar days of the first nonperformance. If either of the parties is unable to perform under the Agreement within fourteen (14) days of the first non-performance under this Section 16, then either party may terminate this Agreement upon written notice to the other.

17. Indemnification. Contour agrees to indemnify, defend, and hold harmless the County and the Airport and their respective elected officials, officers, directors, employees and agents (the "County Indemnified Parties") from and against any and all Claims arising out of or in connection with, or related to (i) the willful misconduct or negligent acts, errors or omissions of Contour as the case may be, their subcontractors, affiliates, agents, or any person directly or indirectly employed by Contour while engaged in any activity associated with or related to Contour's performance under this Agreement; and (ii) Contour's breach of its obligations under this Agreement.

    The rights and obligations of the parties under this Section 17 shall survive any termination or expiration of this Agreement.

18. Waiver of Consequential Damages. No party shall be liable to any other for any special, incidental or consequential damages or lost profits arising out of this Agreement, even if such party had been advised of the possibility of such damages.

19. Insurance. At all times during the term of this Agreement, Contour shall carry and maintain, at its sole cost and expense, the insurance coverage as expressly set forth in the Related Agreement.

20. Assignment. No party may assign this Agreement or any interest herein without obtaining the prior written consent of the other party.

21. Entire Agreement and Modifications. This Agreement and the Related Agreement embody the entire agreement and understanding of the parties and, as of its Effective Date, terminates and supersedes all prior or contemporaneous agreements and understandings, whether written or oral, between the parties covering the subject matter hereof, except the Related Agreement. The provisions of this Agreement shall govern all services to be provided hereunder by the parties, and no addition, amendment, waiver, or modification of (or execution of any document contrary to) these provisions shall be effective unless signed by a duly authorized representative of each party. The Attachments to this Agreement are integral parts of the Agreement and are incorporated herein by reference as if fully restated herein.

22. Severability. In the event that any one or more of the provisions of this Agreement shall be determined to be invalid, unenforceable or illegal, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal and unenforceable provision had never been

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contained herein with the remainder of this Agreement being enforced to the fullest extent possible.

23. Relationship of the Parties. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the parties or constitute any party to be the agent of the other party for any purpose. No party shall have any authority to act for or bind the other party in any way, or to represent that it has such authority.

24. Notices. Any notice required to be given by any party to any other pursuant to this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, sent by overnight delivery or sent by registered or certified mail, return receipt requested, addressed to the other party at the following address, and shall be deemed to have been given on the day so delivered, transmitted or mailed:

To Contour:

Corporate Flight Management, Inc. d/b/a Contour Airlines
808 Blue Angel Way
Smyrna, Tennessee 37167
Attention: Matt Chaifetz, CEO

To the County and the Airport:

Canyonlands Regional Airport
125 E Center St
Moab, Utah 84532
Attention: Tammy Howland, Airport Director

Either party to this Agreement has the right to change their representative or address for notice to any other location or individuals by giving at least five (5) business days' prior written notice to the other party in the manner set forth above.

25. Headings/Construction. The headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement. The terms and conditions of this Agreement will be interpreted in accordance with their plain meaning and not for or against any presumed drafting party.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. There is no intent to benefit any third parties.

27. Further Assurances. Each of the parties shall do and perform, at such party's expense, such further acts and execute and deliver such further instruments and documents as may be required by applicable law or as may be reasonably requested by the other party to effectuate the purposes of this Agreement.

28. No Waiver. No waiver of a breach of any provision of this Agreement by any party shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no

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waiver shall be effective unless made in writing and signed by a duly authorized representative of the waiving party. Except as expressly set forth herein, no delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

29. No Remedy Exclusive. Except as expressly set forth herein, no remedy herein conferred upon or reserved to a party herein is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. In order to entitle a party to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

30. Expenses. Unless otherwise specified in this Agreement, each party to this Agreement agrees to be responsible for its own costs, expenses, and charges (including, without limitation, legal fees, advisory fees, and accounting fees) in connection with the preparation of this Agreement and the transactions contemplated hereunder.

31. Counterparts and Reproductions. This Agreement may be executed in one or more counterparts (including electronic counterparts), each of which shall be deemed an original but all of which together will constitute one and the same instrument. The Agreement shall be deemed fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart may contains all of the signatures of all the Parties to this Agreement. For all purposes, any digital, photocopy, facsimile, or electronic reproduction of any original signature on this document shall be as valid as any original signature; and any digital, photocopy, facsimile, or electronic reproduction of this executed Agreement shall be as valid as any original Agreement. Electronic signatures shall have the same force and effect as manual signatures for all purposes.

32. Conflicts. In the event of any conflict between this Agreement and the Related Agreement, the language, terms, and conditions of the Related Agreement will govern. In the event of a conflict between this Agreement or the Related Agreement and the Grant, the language, terms, and conditions of the Grant will govern.

33. Federal Aviation Act. Nothing contained in this Agreement or the Related Agreement shall be construed to grant or authorize the granting of any exclusive right prohibited under the Federal Aviation Act of 1958, as amended.

34. Subordination. This Agreement shall in all ways be subordinate to, subject to, and superseded by any grant agreements or grant assurances between the County and the Federal Aviation Administration, the U.S. Department of Transportation, and the terms of any state or federal grant funding program.

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35. Federal Grants, Non-Discrimination, and Handicapped Access.

a. This Agreement shall be subordinate to the provisions of the Grant Agreement, , including the Grant Assurances attached thereto concerning Non-Discrimination in Federally-Assisted Programs and Activities Receiving or Benefiting from Federal Financial Assistance. As required by such provisions, Appendices A and E of the Grant Assurances are attached hereto as Attachment D and incorporated herein by reference as applicable.

b. Subject to Federal Grants in General. This Agreement shall be subordinate to the provisions of any existing and future agreements and grant assurances between County and the United States of America, its boards, agencies, or commissions, relative to the subject matter of this Agreement and, as set forth in the Related Agreement, the operation or maintenance of the Airport, the execution of which has been, or will be, required as a condition to the expenditure of Federal funds for the subject matter of this Agreement or for the development of the Airport. In the event of any conflict between this Agreement and any current or future agreement between the County and the United States government, or any agency or instrumentality thereof, the latter shall control. Contour shall reasonably abide by requirements of such agreements, and shall consent to amendments and modifications of this Agreement if required by such agreement, or if required by applicable federal law, including without limitation directives of the FAA. The term "Premises" as used in this Agreement has the meaning assigned to it in the Related Agreement.

c. Non-Discrimination. Contour, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, national origin, religion, disability, sex or age shall be excluded from participation in, denied the benefits of or otherwise subjected to discrimination in the use of said facilities or the AEAS; (2) in the construction of any improvements on, over or under the Premises under the Related Agreement and the furnishing of services thereon, no person on the grounds of race, color, national origin, religion disability, sex or age shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination; and (3) Contour shall provide AEAS in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above non-discrimination covenants, as set forth in the Related Agreement, County shall have the right to terminate this Agreement and to re-enter and repossess Contour's Premises and the facilities thereon, and hold the same as if this Agreement and the Related Agreement had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of

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Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

d. Handicapped Accessibility Standards. As set forth in the Related Agreement, the County shall be responsible for maintaining the Airport Terminal in a manner which complies with the requirements concerning facilities of 14 C.F.R. Part 382 ("Nondiscrimination on the Basis of Handicap in Air Travel"), and other relevant Federal, State, and local laws. In the event that the County incurs costs to make real property improvements or to acquire equipment in order to comply with such requirements during the Term of this Agreement, County will adjust the relevant charges and fees to recover the cost of such improvements or equipment over the course of their useful life in accordance with the Related Agreement.

e. Affirmative Action. Contour assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall on the ground of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Contour assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Contour assures that it will require that its covered suborganizations provide assurances to Contour that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

f. Participation by Disadvantaged Business Enterprises. This Agreement is subject to the requirements of the United States Department of Transportation's regulations, 49 C.F.R. Part 26, entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Contour and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contour shall carry out the applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts, including this Agreement and Contour's contracts with its contractors under this Agreement. Failure by the Contour to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the County deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying Contour from future bidding as non-responsible.

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Contour shall include the preceding statements of this Section in contracts with its contractors under this Agreement that are covered by 49 C.F.R. Part 26, and shall require that its contractors similarly include these statements in their subcontracts.

36. FAA Approval. This Agreement may be subject to the approval of the Federal Aviation Administration ("FAA"). If the FAA ever disapproves of this Agreement, then either party may terminate this Agreement immediately by providing written notice to the other party.

37. Severability. Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

38. Execution Powers. The undersigned officials are authorized to execute this Agreement on behalf of the parties, and hereby confirm that such execution has been authorized by resolution or motion of the governing authority of the respective party.

39. Time is of the Essence. Time is of the essence with regard to performance of any acts under this Agreement, unless the parties agree otherwise in writing.

40. Amendments to Law. The parties hereby acknowledge that all laws, regulations, policies, guidelines, executive orders, and other publications of the United States government, the State of Utah, and their respective departments and agencies are subject to administrative or legislative amendment. To the extent that any such laws, regulations, guidelines, executive orders, or other publications cited herein are expressly, or by necessary implication, amended, superseded, or repealed, the citation thereto in this Agreement shall be construed as referring to the most current or up-to-date version thereof, if any, that remains in effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

ATTEST: DocuSigned by: Matt Chaifetz BA421FB6AA8449A... 1/30/2024

Matthew Chaifetz, CEO DATE

Corporate Flight Management, Inc. d/b/a Contour Airlines

ATTEST: DocuSigned by: 3493D68E7464436... 1/31/2024

Jacques Hadler, Grand County Commission Chair DATE

ATTEST: DocuSigned by: Gabe Woytek 69BE246FD1434C6... 1/31/2024

Gabriel Woytek, County Clerk DATE

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Attachment A to the Agreement for Air Services
By and Between
Grand County, Utah
and
Corporate Flight Management, Inc. d/b/a Contour Airlines

Route:	Canyonlands Regional Airport (CNY) – Phoenix Sky Harbor International Airport (PHX) – Canyonlands Regional Airport (CNY)
Flight Segment:	Means either a one-way flight between CNY and PHX or a one-way flight between PHX and CNY
Flight Segment Fees:	(A) For the period beginning February 1, 2024, and ending January 31 2025 ("Service Period 1"), Five Thousand Two Hundred Thirty-Three Dollars ($5,233.00 USD); (B) For the period beginning February 1, 2025 and ending January 31, 2026 ("Service Period 2"), Five Thousand Four Hundred Forty-Three and 00/100 Dollars ($5,443.00 USD); and (C) For the period beginning February 1, 2026 and ending September 30, 2026 ("Service Period 3"), Five Thousand Six Hundred Sixty and 00/100 Dollars ($5,660.00 USD).
Maximum Subsidies:	(A) Service Period 1, Six Million Four Hundred Thousand Four Hundred Fifty-Seven and 00/100 Dollars ($6,400,457.00 USD); (B) For Service Period 2, Six Million Six Hundred Fifty Six Thousand Four Hundred Seventy-Five and 00/100 Dollars ($6,656,475.00 USD); (C) For Service Period 3, Four Million Six Hundred Fifteen Thousand One Hundred Fifty-Six and 00/100 Dollars ($4,615,156.00 USD); and (D) For the Term, Seventeen Million Six Hundred Seventy Two Thousand Eighty-Eight and 00/100 Dollars ($17,672,088.00 USD).
Non-Completed Flight Segments:	(A) For any single month in Service Period 1, the reimbursement of fixed, auditable expenses relating to Non-Completed Flight Segments will not exceed Five Hundred Thirty Three Thousand Three Hundred Seventy-One and 00/100 Dollars ($533,371.00 USD) (B) For any single month in Service Period 2, the reimbursement of fixed, auditable expenses relating to Non-Completed Flight Segments will not exceed Five Hundred Fifty Four Thousand Seven Hundred Six and 00/100 Dollars ($554,706.00 USD)

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(C) For any single month in Service Period 3, the reimbursement of fixed, auditable expenses relating to Non-Completed Flight Segments will not exceed Five Hundred Seventy Six Thousand Eight Hundred Ninety-Five and 00/100 Dollars ($576,895.00 USD)

Gauge of Service: Twin jet regional airliner configured with 30 passenger seats. In the event of a temporary mechanical or crewing issue, Contour may substitute a different gauge of aircraft. As soon as practical, Contour will inform the County of such issue, including an explanation of such issue and the time frame of which the issue will be remedied.

Timetable: 24 planned Flight Segments (12 round trips on the Route) per week Sunday through Saturday. 1,248 planned flight segments per Service Period (624 round trips on the Route) to be conducted in accordance timetables as published from time to time by Contour.

TSA Screening: All flights on the Route will operate from the passenger terminal at CNY into one of the passenger terminals at PHX airport and will be conducted on a "TSA Sterile" basis.

*Additional Notes:

A. If both the outbound and corresponding return flight between CNY and PHX on any calendar day have no booked passengers within 24 hours of the planned departure time of the outbound flight, then subject to compliance with all applicable DOT rules and regulations, Contour may, but is not required to, cancel both the outbound and corresponding return Flight Segments. However, if Contour cancels such Flight Segments, Contour shall inform County of such cancellation and also report such cancelled Flight Segments in its Monthly Activity Report. In accordance with Section 4 of the Agreement and consistent with DOT policy, such cancelled Flight Segments are not eligible for Compensation for Services.

B. Contour, after consulting with the County, may alter departure times or frequencies by day of week as provided in the timetable herein, in order to meet seasonal or other operational requirements. A written amendment or addendum to reflect such agreed alterations in the timetable shall not be required to be effective between the parties.

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Attachment B to the Agreement for Air Services
By and Between
Grand County, Utah
and
Corporate Flight Management, Inc. d/b/a Contour Airlines

CERTIFICATION REGARDING INFLUENCING ACTIVITIES
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Influencing Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Corporate Flight Management d/b/a Contour Airlines

DocuSigned by: Matt Chaifetz BA421FB6AA8449A...	Matt Chaifetz	CEO	1/30/2024
Signature	Printed Name	Title	Date

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Attachment C to the Agreement for Air Services
By and Between
Grand County, Utah
and
Corporate Flight Management, Inc. d/b/a Contour Airlines

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

(1) Contour certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification;

(d) Have not within a three-year period preceding this Grant Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(e) Does not have any Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the DOT is aware of the unpaid tax liability, unless DOT has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government

(f) Has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the DOT is aware of the conviction, unless DOT has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) Where Contour is unable to certify to any of the statements in this certification, Contour shall attach an explanation to this document.

Corporate Flight Management d/b/a Contour Airlines

DocuSigned by: Matt Chaifetz BA421FB6AA8449A...	Matt Chaifetz	CEO	1/30/2024
Signature	Printed Name	Title	Date

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Attachment D
the Agreement for Air Services
By and Between
Grand County, Utah
and
Corporate Flight Management, Inc. d/b/a Contour Airlines

Clauses of Appendix A and E of Grant Assurances
and FAA Mandatory Clauses Under AEAS Program

I. Contour shall take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity" which is funded through Federal financial assistance from the United States Department of Transportation.

II. Contour shall comply at all times with all requirements imposed or pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252); 49 C.F.R. Part 21; and 28 C.F.R. § 50.3. Contour shall further provide for such methods of administration and operation of Air Transportation services under this Agreement as to give a reasonable guarantee that Contour, as well as Contour's contractors, sub-contractors, consultants, transferees, and successors in interest will also comply with the aforesaid provisions.

III. Contour shall comply with all applicable provisions governing U.S. Department of Transportations' access to records, accounts, documents, information, facilities, and staff; with any program or compliance reviews or complaint investigations initiated by the U.S. Department of Transportation. Contour shall further require any contractors, subcontractors, successors, transferees, or assignees to comply with the aforesaid provisions as well.

IV. Contour shall further comply with all applicable grant assurances and federal, state, and local laws and regulations, even if not expressly identified herein, and shall require any contractors, subcontractors, successors, transferees, or assignees to comply with the aforesaid provisions as well.

V. By executing this Agreement, Contour certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Alternate Essential Air Service grant project by any federal department or agency.

VI.

a. Prior to executing this Agreement, County has verified that the System for Award Management ("SAM") website maintained by the federal government does not indicate any tax delinquency or felony conviction for Contour.

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b. By executing this Agreement, Contour certifies that this information is true and correct, and that Contour has no tax delinquency or felony conviction that would disqualify Contour from entering into this Agreement under Sections 415 and 416 of Title IV, Division L of the Consolidate]d Appropriations Act of 2014.
c. If:

1. the SAM entry for an entity indicates that the entity has a tax delinquency or a federal conviction;
2. an entity provides an affirmative response to either certification in part (b) above; or
3. a entity's certification under part (b) above was inaccurate when made or became inaccurate after being made

then County shall not enter or continue into any transaction using federal grant funds unless the U.S. Department of Transportation has determined in writing that the suspension or debarment of that entity are not necessary to protect the interests of the Government.

d. Contour shall promptly notify County in the event that any information changes concerning Contour's tax delinquency status, felony conviction status, or SAM registration status in any way which would require County to notify the U.S. Department of Transportation.

e. Contour shall include the terms of this Section VI in any contracts or subcontracts, at any tier, that it enters into, where such contracts or subcontracts involve or include the use of funds received through this Agreement.

VII. Appendix A of Grant Assurance

During the performance of this contract, Contour, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each

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potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the County or DOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or DOT, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the County will impose such contract sanctions as it or DOT may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the County or DOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

VIII. Appendix E of Grant Assurance

During the performance of this contract, Contour, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Acts and Authorities:

• Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21;.

• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

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- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex, and is in addition to Title VI of the Civil Rights Act of 1964);

- The Civil Rights Restoration Act of 1987, (PL 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, as amended by Executive Order 12948, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

IX. GENERAL CIVIL RIGHTS PROVISIONS

Contour agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin,

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sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contour and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

X. Title VI Solicitation Notice:

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies Contour that it will affirmatively ensure that in any contract solicited in furtherance of this Agreement , disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to such solicitations and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

XI. Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

Contour, for itself, its heirs, officers, employees, agents, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contour will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts and Authorities.

XIII. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Contour must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contour retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 C.F.R. Part 1910). Contour must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

XIV. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. Contour has full responsibility to monitor compliance to the referenced statute or regulation. Contour must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

XV. Rights Reserved. Rights not specifically granted to Contour by this Agreement are expressly and independently reserved to County. County expressly reserves the right to prevent

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any performance of AEAS which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

XVI. Right of Flight. It shall be a condition of this Agreement that County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by County, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport. As set forth in the Related Agreement Contour expressly agrees for itself, its successors and assigns to restrict the height of its structures, objects of natural growth and other obstruction on Premises to such a height so as to comply with Federal Aviation Regulation, Part 77.

XVII. Airport Construction and Development. Contour recognizes that from time to time during the term of this Agreement it may be necessary for the County to initiate and carry forward programs of construction, expansion, maintenance and repair, and that such construction, expansion, maintenance and repair may require Contour's relocation to an equal or better location and may temporarily inconvenience or temporarily interrupt Contour in its operations at the Airport. Contour agrees that no liability shall be attached to the County, its agents or employees by reason of such relocation, temporary inconvenience or temporary interruption, so long as the County has made reasonable efforts to mitigate the effect of such work on the Contour, and Contour waives any right or claim to damages or other consideration therefor.

XVIII. No Exclusive Rights. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) to conduct any business (other than the exclusive right of Contour under the Related Agreement to use and occupy the Premises), and the County reserves the right to grant to others the privileges and right of conducting any or all activities at the Airport (other than the right to use and occupy the Premises pursuant to the Related Agreement).

XIX. Agreements with the United States. This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the County and the United States, the execution of which is required to enable or permit the transfer of rights or property to the County for airport purposes, or the expenditure of federal grant funds for Airport improvement, maintenance or development. The County hereby represents that no such agreements currently exist as will restrict or limit the development and/or operation of the Premises at which Contour conducts the AEAS and the Improvements for the Permitted Uses, except to the extent that the County discontinues Airport operations in which case the Airport property could revert to the United States of America. Contour shall reasonably abide by the requirements of agreements entered into between the County and the United States and shall consent to amendments and modifications of this Agreement if required by such agreements or if required as a condition of the County's entry into such agreements so long as other similar users of the Airport facilities are required to abide by the same requirements.

XX. Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises at

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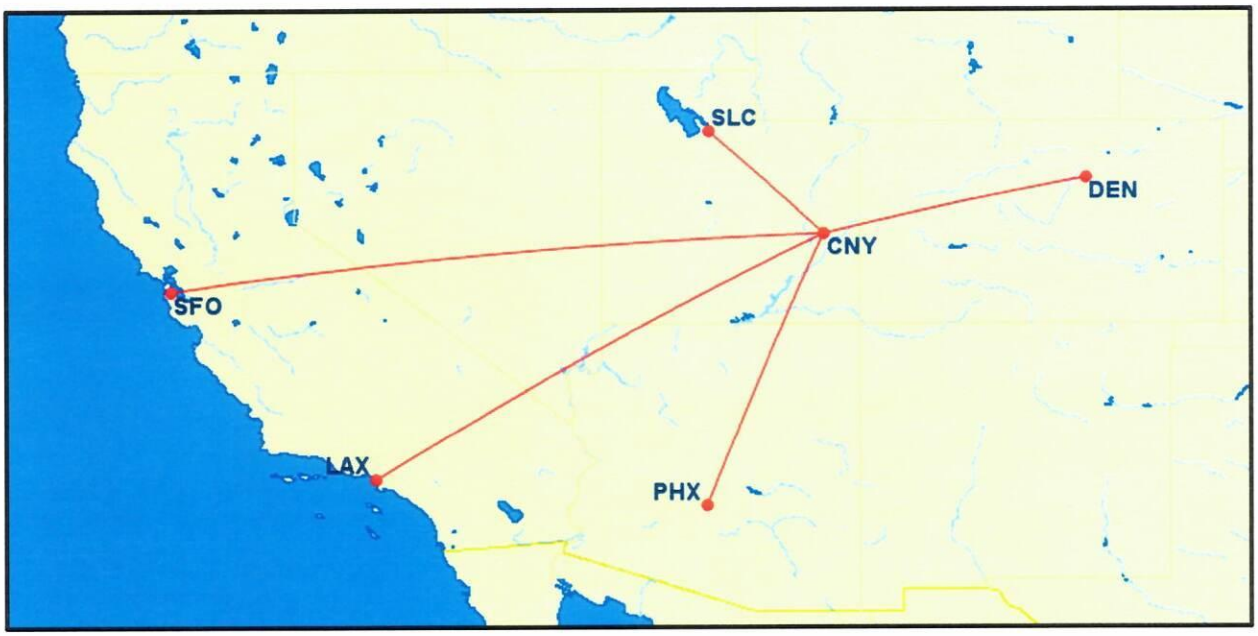
which Contour conducts the AEAS are located, for public purposes, then this Agreement shall terminate upon the termination of the Related Agreement and County shall be released and fully discharged from any and all liability hereunder with respect to the Premises. In the event of such termination, nothing herein shall be construed as relieving Contour from any of its liabilities relating to events or claims of any kind whatsoever prior to such termination.

XXI. The terms “Premises”, “Improvements” and “Permitted Uses” as used in this Attachment D have the meanings assigned to them in the Related Agreement.

L.B. SCHMIDT & ASSOCIATES, LLC
PROPOSAL FOR CONSULTING SERVICES
Canyonlands Regional Airport (CNY)
CNY EAS Contract Facilitation Project



Luke Schmidt, President
2800 Rivers Edge Road
Louisville, Kentucky 40222 USA

502.718.6342 (Mobile)

lbschmidt@lbschmidt.com

October 15, 2025

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PROJECT GOAL

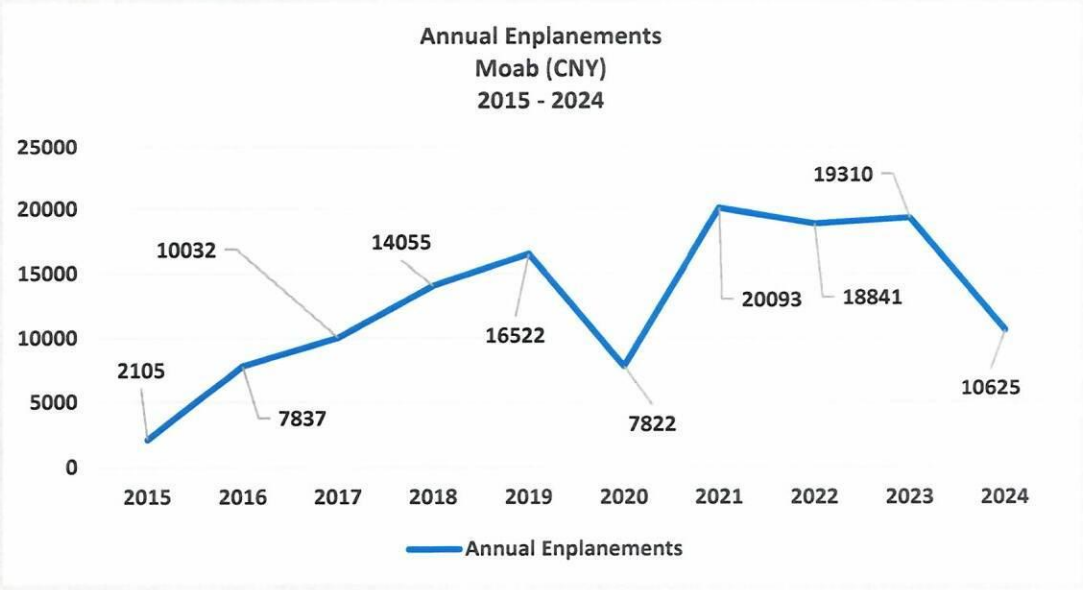
Facilitate the next cycle of contracting for the USDOT Essential Air Service (EAS) contract for Canyonlands Regional Airport (CNY) and **secure at least three (3) proposals for jet service to/from CNY to a major connecting hub**.

BACKGROUND

Every three years or so, airports which are designated by the USDOT as "Essential Air Service" airports go through a contracting process in order to determine which airline will serve the EAS airport for the next contract cycle.

This is an important process because selection of the "right" carrier can connect the community and region served by the airport to an important airline connecting hub and can literally create hundreds of one-stop itineraries to important domestic and international markets. This can lead to an increase in annual enplanements and potentially **additional annual FAA funding** for the airport.

The selection of the "right" carrier can also **enhance the local community's ongoing efforts related to economic development, job creation, tourism development**, etc. Selection of the "wrong" carrier can lead to poor service and an ultimate decrease in enplanements (and, potentially a decrease in annual FAA funding for the airport).



Moab Canyonlands Regional Airport Historical Airline Service – Last Ten Years			
Airline	**Dates Served**	**Aircraft**	**Destination(s)**
Boutique	**3/30/16 – 2/28/18**	**Pilatus PC-12 Turboprop**	**Denver/Salt Lake City**
SkyWest dba United	**3/1/18 – 5/4/21**	**CRJ200 Regional Jet**	**Denver**
SkyWest dba Delta	**5/5/21 – 12/31/23**	**CRJ200 Regional Jet**	**Salt Lake City**
Contour Airlines	**2/1/24 – 9/30/26**	**ERJ135 Regional Jet**	**Denver/Phoenix**

Source: ***Salt Lake Tribune***

The Request for Proposal (RFP) for the next EAS contracting cycle for CNY is expected to be posted to the USDOT's Docket on or around February 28, 2026. This means that a comprehensive effort to competitively position the airport and the surrounding community/catchment area with potential airlines **should begin about four or five months prior to the expected RFP date (September 2025)**.

ISSUE

When it comes time for the USDOT EAS contract process there are two primary ways for an airport and its community to approach the process:

1. "Wait" for any interested airline to submit a proposal in response to the USDOT Request for Proposal (RFP) once the RFP has been posted to the USDOT Docket, or,

2. **Proactively position the airport**, the community and the surrounding region in the most positive light possible to all potential EAS airlines, thereby competitively positioning the airport to receive multiple strong bids for service which can grow enplanements going forward and provide more appropriate service to the EAS airport.

Source: ***Geology Science***

Preparing for an EAS contract cycle is as important as any other step a community takes to support its economic development efforts. As mentioned above, **winding up with the "right" carrier can pay dividends down the road when it comes to airport and community economic and tourism development**.

L.B. Schmidt & Associates, LLC (LBSA) proposes to conduct the following activities on behalf of Canyonlands Regional Airport (CNY) which are designed to provide turnkey services to facilitate CNY's next EAS contract cycle:

PROJECT SCOPE

Develop comprehensive market profile by conducting in-depth market research focusing on:

- Community/region catchment area
- Key demographic information (including a focus on tourism)
- Airport information
- Conduct online survey via regional chamber of commerce portal(s) to develop regional travel history data
- Conduct in-person focus group session of very frequent fliers to develop additional travel data and list of needs
- Develop PowerPoint marketing deck suitable for airline HQ presentations

Conduct airline outreach, including:

- Schedule/conduct airline HQ presentations (either in-person or via videoconference)
- Schedule/conduct follow-up airport/community site visits by airline route expansion executives
- Conduct all follow-up communications with airlines as needed

Schedule community/airport leadership meetings and videoconferneces as needed

- Work with and develop lines of communications with airport and community leaders through a local/regional air service development committee
- Provide periodic project updates through emails, attendance at meetings either in person or via videoconference, etc.

Analyze EAS service proposals and provide overview to airport/community leaders

- Develop/complete matrix which will illsustrate various components (e.g., FAA Part 121 service; full codeshare service, interline service, etc.) of air service proposals allowing for easy comparison of proposàÂ as they are posted to the USDOT Docket
- Provide overview of all air service proposals to airport/community leaders to assist leaders in selecting and recommending an airline's proposal that is most responsive to the community's and region's needs to USDOT

PROJECT TIMELINE

Canyonlands Regional Airport EAS Project & Process Timeline/Anticipated Dates

November 2025

- Conduct Moab Catchment Area Market Research
  - Local Market/Website Research
  - Airport Information
  - Online Market Surveys (Chamber/City/Airport/County Portals)
  - Focus Group session of Very Frequent Fliers
- Draft Market Profile Deck
- Start Airline Outreach
  - Schedule Airline HQ Management Presentations
  - Conduct Airline HQ Management Presentations

December 2025 - February 2026

- Conduct Airline HQ Management Presentations
- Handle Interim Airline Market Requests
- Schedule Canyonlands Regional Airport Site Visits for Airline Executives
- Conduct Canyonlands Regional Airport Site Visits for Airline Executives

Note: Dates subject to change

Canyonlands Regional Airport EAS Project & Process Timeline/Anticipated Dates (Continued)

February 30, 2026
- EAS RFP Posting Anticipated Date

March 30, 2026
- EAS Air Service Proposal Submissions Due
- Request for Community Comments

April 30, 2026
- Canyonlands Regional Airport Commission Recommendation Due to USDOT
- Public Comments Regarding Recommendation Due to USDOT

June 30, 2026
- USDOT Contract Award Anticipated Date

September 30, 2026
- New Canyonlands Regional Airport EAS Contract Starts

PADUCAH CASE STUDY

LBSA has been working with client Barkley Regional Airport Authority (BRAA) to help facilitate the ongoing EAS contract cycle for Barkley Regional Airport (PAH) in Paducah, KY.

Background

PAH welcomed its first commercial airline flight in the 1940s. Prior to airline deregulation, PAH was served by Delta Air Lines and Ozark Airlines. Both carriers operated Douglas DC-9 jets into PAH and provided nonstop jet service from PAH to Chicago, Louisville, St. Louis, Memphis and Atlanta. Following airline deregulation, both carriers pulled out of the market in order to serve larger markets.

PAH was designated an Essential Air Service (EAS) airport and was subsequently served by a number of different regional and commuter carriers. Beginning around 2011, SkyWest Airlines dba United Express was awarded the PAH EAS contract. SkyWest provided two daily nonstop roundtrips from PAH to Chicago O'Hare International Airport, using 50-passenger CRJ200 jets.

Fast forward to 2021/2022, SkyWest, facing a massive pilot shortage, announced that it would vacate 29 EAS markets across the country, including PAH (CNY was also one of the SkyWest vacated markets). Coming out of the pandemic, which had devastated the airline industry, this was not an opportune time to go looking for new EAS service.

Just prior to the SkyWest announcement, Barkley Blue Skies Alliance (BBSA), the airport's non-profit organization retained LBSA for the purpose of developing a second route for the airport to a different destination than Chicago. With the SkyWest announcement, BBRA, BBSA and LBSA pivoted to focus on developing a new EAS route. LBSA stated that the **number one goal for the airport would be to retain jet service**.

LBSA facilitated an introduction to Contour Airlines, a regional airline based in Smyrna, TN. Following a site visit to Contour's Smyrna headquarters, and follow-up discussions in Paducah, Contour submitted a proposal to USDOT which was accepted and soon started 12 weekly

roundtrips from PAH to Charlotte Douglas International Airport (CLT), using ERJ135 30-passenger jets.

The new CLT service also tied into Contour's existing interline agreement with American Airlines, providing connections to American's second largest connecting hub at CLT, starting in November 2022.

Current EAS Facilitation Project

LBSA was retained this time by BRAA in 2024 for the purpose of facilitating the next EAS contract process. This also followed the opening of PAH's new $43 million passenger terminal. By this time the market dynamics had changed substantially.

LBSA, following the process outlined in the Project Scope section above, developed a comprehensive market profile of the region, coupled with a profile of the airfield and its facilities. The findings were compiled in an attractive PowerPoint presentation deck, suitable for presenting to airline route expansion executives. **LBSA proactively reached out to six potential carriers – airlines which in one way or another could provide jet service from PAH to major connecting hubs**. Some of the airlines have full codeshare relationships with the legacy carriers (American, Delta and United) and others have interline agreements with the legacy carriers.

LBSA facilitated airline HQ site visits in January and February 2025 for PAH airport and community leaders. This was followed by a series of airline executive site visits to Paducah in March and April 2025. Strong relationships were fostered by this process between the airlines and the airport and community leaders.

The EAS RFP for PAH was posted to the USDOT Docket, with responses due on June 23, 2025. Five jet service proposals were received and evaluated by community leaders and the Authority's Board of Directors. On July 8, 2025, the Barkley Regional Airport Authority Board of Directors voted unanimously to recommend to the USDOT that SkyWest Airlines dba United Express be awarded PAH's next EAS contract.

SkyWest's proposal called for six weekly nonstop flights each from PAH to Chicago O'Hare International Airport and Houston George Bush Intercontinental Airport, using the new Bombardier CRJ550 aircraft. This is the first EAS market that United Airlines has approved deployment of the CRJ550, which has a three-class cabin configuration (First Class, Economy Plus, and Economy). The aircraft which holds 50 passengers is actually based on the larger CRJ700 platform and represents the largest passenger aircraft to serve Paducah since Delta and Ozark flew DC-9 jets in the 1970s.

USDOT has awarded the PAH EAS contract to SkyWest Airlines and service is expected to begin on February 1, 2026.

L.B. SCHMIDT & ASSOCIATES, LLC/LUKE SCHMIDT OVERVIEW

L.B. Schmidt & Associates, LLC

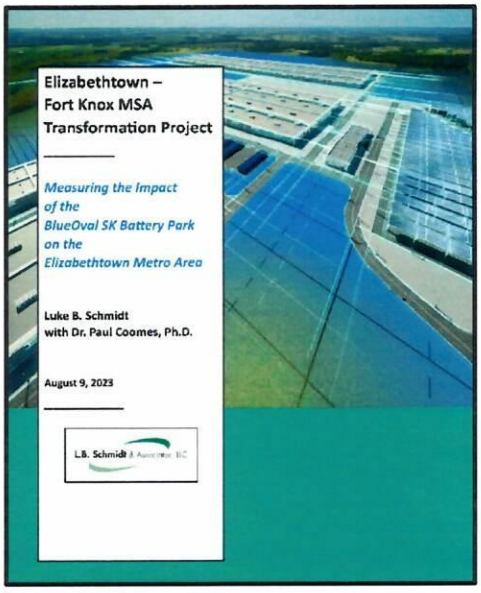
L.B. Schmidt & Associates, LLC is a full service, international consulting firm located in Louisville, KY, with a part-time office located in Scottsdale, AZ. The firm was founded in 2004 by Luke Schmidt and broadly focuses on economic development, public affairs and strategic planning. The firm has a stellar list of past and present clients which extends from San Diego to Boston and overseas. The firm has successfully developed, implemented and managed projects across the U.S. and also in Europe.

Luke Schmidt is the President of L.B. Schmidt & Associates, LLC. Following is a sample of the types of consulting projects Luke has led in the U.S. and Europe:

- Commercial air service development projects for airports in Connecticut, Kentucky and Texas
- Community visioning process for large Kentucky county (established 24 strategic goals)
- Environmental producer responsibility market development projects in Europe
- Feasibility study for new hotel and convention center
- Feasibility study for North American new technology introduction for Italian chemical company
- Industry coalition initiative to allow wine sales in Kentucky grocery stores

- Legislative research for Connecticut-based consumer products company
- Legislative strategy for new product introduction for Ohio-based consumer products company
- Strategic plans for non-profit organizations in Georgia, North Carolina and Virginia
- Unified (merged city-county) government feasibility studies for multiple Kentucky counties
- Impact study of the world's largest EV battery manufacturing plant on the Elizabethtown – Fort Knox Metropolitan Statistical Area (MSA)

As an example, while working collaboratively with client Louisville Regional Airlift Development (LRAD), Luke led community efforts to develop new nonstop commercial airline service from Louisville Muhammad Ali International Airport (SDF) to Los Angeles International Airport (LAX) – the most underserved non-nonstop route from SDF. This initiative included extensive market research, raising over $3 million from private and public sources to be used as a Minimum Revenue Guarantee (MRG) to support the new route, and recruiting the service by working with route expansion executives at the four largest U.S. airlines. The new nonstop American Airlines service started in April 2019. Additional new nonstop service to San Francisco and Boston was also started as the result of this project.



Working collaboratively with Dr. Paul Coomes, Ph.D., Luke led the development of comprehensive impact study commissioned by client Hardin County (KY) Chamber of Commerce of the new BlueOval SK Battery Park, a joint venture of The Ford Motor Company and SK ON, which will be the world's largest EV battery manufacturing plant (and the world's 10th largest manufacturing site with over 8.4 million square feet under roof). The plant will bring enormous growth to the Elizabethtown – Fort Knox MSA and the study is being used by regional leaders to assist in planning for the future.

Prior to starting his consulting firm, Luke served for 17 years as the first President/COO of the National Association for PET Container Resources (an international plastics industry trade association) in Charlotte, NC; Vice President of Marketing of the Coca-Cola Bottling Company of Elizabethtown (KY); and Distribution Project Manager for Coca-Cola USA in Atlanta, GA.

Luke has been a lobbyist since 1980 and has represented employers and clients on a variety of issues before state legislators in 17 states, Congress, and numerous city councils and county commissions across the U.S. Luke has conducted hundreds of interviews on behalf of clients and organizations with media outlets such as *USA Today*, *The Wall Street Journal*, *The Washington Post*, *The New York Times*, CNN, major daily newspapers and trade magazines, and radio and television stations nationwide.

Luke currently serves as a director of the Knox Regional Development Alliance (the development/advocacy non-profit entity which supports Fort Knox), director emeritus of 21st Century Parks (the largest new parks system in North America), past director of Louisville Regional Airlift Development (LRAD), and past president, board secretary and director of the Rotary Club of Louisville (the 12th largest Rotary club in the world, out of 47,000 clubs). While living in the Louisville suburb of Prospect, KY, Luke was twice elected to the Prospect City Council, which provides him with a unique perspective when it comes to working with mayors, city councils, county administrators and county commissions.

Luke is a past or present member of 11 boards and 19 industry committees, organizations, state and local commissions. Luke is a 1977 graduate of Southern Methodist University in Dallas, TX, and holds a bachelor's degree in business administration. Luke lives with his wife, Sharon, and their golden retriever in Louisville. Luke and Sharon are the parents of two grown children.

REFERENCES/LETTER OF RECOMMENDATION

Please feel free to contact either of the following two people for a reference related to the work that Luke Schmidt and LBSA has done for Barkley Blue Skies Alliance and the Barkley Regional Airport Authority:

Dennis Rouleau
Executive Director
Barkley Regional Airport Authority

270.744.0521
Dennis@flybarkley.com

Mike Stone
Chairperson
Barkley Blue Skies Alliance

270.442.3561
michaelstone@comcast.net

A Letter of Recommendation from Dennis Rouleau, Executive Director of the Barkley Regional Airport Authority now follows:

Barkley Regional Airport Authority

Dennis G. Rouleau, C.M. Executive Director

BARKLEY REGIONAL AIRPORT

May 14, 2025

Re: Letter of recommendation

To whom it may Concern:

I am pleased to write this letter of recommendation for Luke Schmidt, an exceptional Air Service Development Consultant with whom we have had the pleasure of working on multiple occasions. Luke brings a rare combination of precision, professionalism, and effectiveness to his work. Despite operating a small consultancy, his impact is anything but small. He consistently delivers timely and thorough recaps of our meetings, ensuring that all key points are captured and clearly communicated. His attention to detail and ability to synthesize complex discussions into actionable insights have been invaluable to our team.

One of Luke's standout strengths is his ability to secure appointments with the right decision-makers at each airline. This skill has significantly enhanced our outreach efforts and helped us build meaningful connections within the industry. His professionalism, reliability, and strategic approach make him a trusted partner and a true asset to any organization seeking to advance its air service development goals.

This is the second time we have engaged Luke's services, and once again, we are extremely pleased with the results. I recommend him without reservation and am confident he will continue to exceed expectations wherever his expertise is applied

Kind Regards,

Dennis Rouleau

Dennis Rouleau

P.O. Box 38, West Paducah, KY 42086, Phone 270.744.0521, Fax 270.744.0522, E-Mail. dennis@flybarkley.com
www.barkleyregional.com

CONSULTING FEE

L.B. Schmidt & Associates, LLC proposes a fixed not to exceed project consulting fee of $39,500 plus out of pocket expenses (primarily travel expenses).

The consulting fee can be paid over a eleven (11) month period with equal monthly payments of $3,591.00 per month. The fee can be covered by one client serving as the project manager/banker while the fee can be provided by multiple sources such as the airport authority, city government, county government, chamber of commerce, tourism bureau, key individual businesses, etc.

If needed, LBSA can invoice each of the fee providers with their pro-rated share of the monthly consulting fee each month during the term of the contract.

CONSULTING SERVICES AGREEMENT

This document shall serve as the Agreement between L.B. Schmidt & Associates, LLC ("consultant") and Canyonlands Regional Airport ("client") for the provision of consulting services as outlined in the previous pages. This Agreement shall start on November 1, 2025, end on September 30, 2026

All work related to the project outlined in the previous pages will be completed by L.B. Schmidt & Associates, LLC/Luke Schmidt on a fixed (not to exceed) consulting fee in the amount of $39,500, plus any documented out of pocket expenses. The consulting fee shall be invoiced at the end of each month, beginning on November 30, 2025, in eleven (11) equal installments of $3,591.00. plus, out of pocket expenses and will include appropriate documentation. Invoices are due upon receipt.

L.B. Schmidt & Associates, LLC, will not obligate the client with any "out of the ordinary" expense without prior approval from the client. Any work requested by the client outside the scope of this Agreement will be billed at the rate of $300.00 per hour. The consultant will maintain a professional, working partnership with the client and will provide periodic project updates.

This project may be cancelled by either the client or consultant with 30 days' written notice. The client will be liable only for any outstanding accrued consulting fees accrued at the time of termination and/or accrued out-of-pocket expenses due at the time of the termination.

Agreed to By and Between:

_____	_____
Steve Gleason	Luke B. Schmidt
_____	_____
Date	Date
Steve Gleason, Airport Manager Canyonlands Regional Airport 110 West Aviation Way Moab, UT 84532	Luke B. Schmidt, President L.B. Schmidt & Associates, LLC 2800 Rivers Edge Road Louisville, KY 40222

MOAB CITY COUNCIL AGENDA Jan. 27, 2026

TITLE: Redesign of the Center Street Ballpark Contract Award

DISPOSITION: Discussion and possible action.

PRESENTER/S: Patrick Trim, Parks, Recreation & Trails

ATTACHMENT/S: Attachment 1 – Draft Contract Attachment 2 - Draft Scope of Work/Proposal

STAFF RECOMMENDATION: Staff recommends award of the contract for the Redesign of the Center Street Ballpark to Perimeter Geography in the amount of $149,940.00.

SUMMARY:

The City of Moab sought proposals for the complete redesign of the Center Street Ballpark at 198 E Center St. Moab, UT. The City wanted an innovative yet practical plan that transforms the space into a multi-use sports and civic complex to meet the current and future recreational needs of the community. Subsequently the City advertised for bids for design and received six bids by the due date of November 13, 2025. The preliminary budget is $150,000.

Parks, Recreation & Trails and Grants staff have reviewed all the bids, and determined them to be fair and reasonable. Staff recommends award of the construction contract to Perimeter Geography.

Proposed Motion: “I move to award the contract for the Redesign of the Center Street Ballpark to Perimeter Geography in the amount of $149,940.00 and authorize the Mayor to sign the agreement.”

RELEVANT LAWS, STUDIES & PLANS: This will support the Parks Master Plan. This also supports the following Strategic Planning Goals: GOAL: IMPLEMENT PLANS, “Plan, fund, and implement master plans and small area plans to enhance Moab’s infrastructure, supporting sustainable growth while prioritizing community aesthetics through thoughtful design, regular maintenance, and the integration of elements that reflect the city’s unique character and values.”

RESPONSIBLE DEPARTMENT: Parks, Recreation & Trails

FINANCIAL IMPACT: Funding for this project comes from the Capital Projects Funds, 41770656.

AGREEMENT FOR SERVICES

by and between

THE CITY OF MOAB,
A MUNICIPAL CORPORATION

and

Perimeter Geography

THIS AGREEMENT FOR SERVICES ("**Agreement**") is entered into this _____day of _____ 20_____ by and between the City of Moab, a municipal corporation, (the "**City**") and Perimeter Geography (the "**Contractor**"). The City and the Contractor are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

RECITALS

A. The City has sought, by issuance of a request for proposal or invitation to bid, the performance of the services defined and described in Section 1 of this Agreement.

B. The Contractor, following submission of a proposal or bid for the performance of the services defined and described in Section 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City's Municipal Code Section 2.28.130, the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of the Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as defined and described in this Agreement.

AGREEMENT

In consideration of the mutual promises and covenants made by the Parties and contained in this Agreement and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Work

In compliance with all the terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Work" attached to this Agreement as **Exhibit A** and incorporated by this reference. The services described in the Scope of Work shall be referred to as the "**Work**" in this Agreement. The Contractor acknowledges that it accepts the risk that the Work may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation should this occur. As a material inducement to the City entering into this Agreement, the Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Work in a thorough, competent, and professional manner and is experienced in performing the Work. The Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent perform all aspects of the Work. The Contractor covenants that it shall follow the highest professional standards in performing the Work required by this Agreement and that all materials will be of good quality and fit for the purpose intended. For purposes of this Agreement, the

phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

1.2 Contractor's Proposal

The Work shall include the Contractor's scope of work, proposal or bid, bid specifications, official design prints and specifications, change orders, approved written instructions, and written contract amendments and notice of award, if any, which shall be incorporated into this Agreement by this reference as though fully set forth in this Agreement. If any inconsistency between any scope of work, proposal or bid and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law

The Contractor shall keep itself informed concerning and shall render the Work in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments

The Contractor shall obtain at its sole cost and expense and shall maintain such licenses, permits and approvals as may be required by law for the performance of the Work. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from, or are necessary for, the Contractor's performance of the Work. The Contractor shall indemnify, defend and hold harmless the City, its officers, employees or agents against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against the City.

1.5 Familiarity with Work

By executing this Agreement, the Contractor warrants that it:

1.5.1. Has thoroughly investigated and has considered the scope of the Work;
1.5.2. Has carefully considered how the Work should be performed;
1.5.3. Fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement;
1.5.4. Has, or will, investigate the site and is, or will be, fully acquainted with the existing conditions prior to commencement of any aspect of the Work upon any site that may be needed to perform the Work;
1.5.5. Shall immediately inform the City should the Contractor discover any latent or unknown conditions which will materially affect the performance of any aspect of the Work and shall not proceed except at Contractor's sole risk and expense until written instructions are received from an authorized representative of the City.

1.6 Care of the Work

The Contractor shall adopt reasonable methods during the life of this Agreement to furnish continuous protection of the Work and any related equipment, materials, papers, documents, plans, studies and/or other components to prevent losses or damages. The Contractor shall be responsible for all damages to persons or property until acceptance of the Work by the City, except such losses or damages as may be caused by the City's own negligence.

1.7 Warranty

The Contractor warrants that all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material or workmanship. The Contractor agrees that for a period of three (3) years (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work, faulty material or workmanship or non-conformance of the work with the Scope of Work, scope of work, proposal or bid, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at the Contractor's sole cost and expense. The Contractor shall act sooner as requested by the City in response to an emergency. In addition, the Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective or faulty material or workmanship or non-conforming work and any work which becomes damaged in the course of repairing or replacing the defective or faulty material or workmanship or non-conforming work. For any work corrected, the Contractor's obligation to correct defective or faulty material or workmanship or non-conforming work shall be reinstated for an additional one-year period, commencing with the date of acceptance of the corrected work. The Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by the Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and the Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. If the Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or faulty material or workmanship or non-conforming work and any work damaged by any defective or faulty material or workmanship or non-conforming work at the Contractor's sole expense. The Contractor shall be obligated to fully reimburse the City for any expenses

incurred upon demand. This provision may be waived in Exhibit B if the Work does not include construction of any improvements or the supplying of equipment or materials.

1.8 Further Responsibilities of Parties

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the Work of the other.

1.9 Services in Addition to the Work

The City shall have the right at any time during the performance of the Work, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Work (Exhibit A) or make changes by altering, adding to or deducting from Scope of Work (Exhibit A). No such extra services may be undertaken unless a written order is first given by the City Manager to the Contractor. These extra services may include an adjustment in (i) the Schedule of Compensation (Exhibit C), and/or (ii) Schedule of Performance (Exhibit D), (if applicable) and these adjustments are subject to the written approval of the Contractor. Any increases in the Schedule of Compensation (Exhibit C), taken either separately or cumulatively, must be approved by the City Manager if the total cost of the services does not exceed $50,000. If the total cost of the services will exceed $50,000, the extra services need to be approved by the Mayor. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work or reasonably contemplated by it.

1.10 Special Requirements

Additional terms and conditions of this Agreement, if any, which are made a part of this Agreement, are set forth in the "Special Requirements" which are attached as Exhibit B (if applicable) and are incorporated in this Agreement by this reference. If a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of this Agreement shall govern.

2. COMPENSATION AND METHOD OF PAYMENT

2.1. Agreement Sum

Subject to any limitations set forth in this Agreement, the City agrees to pay the Contractor the amounts specified in the "Schedule of Compensation" attached as Exhibit C and incorporated in this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed $50,000 ("**Agreement Sum**"), unless additional compensation is approved pursuant to Section 1.9. The Schedule of Compensation shall include the attendance of the Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the Work with the City is a critical component of the Work. If the

Contractor is required to attend additional meetings to facilitate such coordination, the Contractor shall not be entitled to any additional compensation for attending these meetings. The Contractor acknowledges that the City is greatly concerned about the cost of work and the Work. For this reason, the Contractor agrees that if the Contractor becomes aware of any facts, circumstances, techniques or events that may or will materially increase or decrease the cost of the Work contemplated in this Agreement and specified in the Schedule of Compensation, the Contractor shall promptly notify the City Manager of this fact, circumstance, technique or event and the estimated increased or decreased cost and, if the Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed. The Contractor understands that even if it notifies the City Manager of an increase, the City shall not pay any additional funds to the Contractor for any increase unless the Parties fully execute a written amendment to this Agreement pursuant to Section 9.4.

2.2 Method of Compensation

The method of compensation may include:

2.2.1. a lump sum payment upon completion;
2.2.2. payment in accordance with specified tasks or the percentage of completion of the Work;
2.2.3. payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Agreement Sum;
2.2.4. such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses and travel expenses approved by the City Manager in advance and only if specified in the Schedule of Compensation.

2.4 Invoices

Each month, the Contractor shall furnish to the City an invoice for all services performed and expenses incurred during the preceding month to carry out the Work. Contractor shall furnish an invoice in a form approved by City's Finance Director and which includes copies of all receipts. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment and supplies.

The City shall independently review each invoice submitted by the Contractor to determine whether the services performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for services performed or expenses incurred by the Contractor which are disputed by the City, or as provided in Section 7.3., the City shall use its best efforts to cause the Contractor to be paid for an invoice within forty-five (45) days of

receipt of the Contractor's correct and undisputed invoice. If any charges or expenses are disputed by the City, the City shall notify the Contractor within thirty (30) days of receipt of the invoice and request that the Contractor correct and resubmit the invoice.

2.5 Waiver

Payment to the Contractor for services performed pursuant to this Agreement shall not be deemed to waive any defect in the work, faulty material or workmanship or non-conformance of the services performed by the Contractor.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance

The Contractor shall commence the services pursuant to this Agreement upon full execution of this Agreement and shall perform all services within the time period(s) established in the Schedule of Performance attached as Exhibit D and incorporated in this Agreement by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the City Manager.

3.3 Force Majeure

The time period(s) specified in the Schedule of Performance for performance of the services pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of any delay notify the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of any delay and extend the time for performing the services for the period of the delay when, and if, in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance

The City may inspect and accept or reject any of the Contractor's work under this Agreement, either during performance or when the terms of this contract are fully completed. The City shall reject or finally accept the Contractor's work within forth five (45) days after the services being provided to the City are fully completed. The City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. The City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by the City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 5, pertaining to insurance, indemnification and bonds.

3.5 Term

Unless terminated earlier in accordance with Section 7.8 of this Agreement, the term of this Agreement shall be for twelve (12) months, beginning on the date of full execution of this Agreement and extending through and concluding at 11:59 p.m. on the day before the anniversary date of this Agreement ("**Term**"). This Agreement shall automatically be extended for an additional year at the end of any Term unless either Party provides written notice of its desire not to renew this Agreement to the other Party prior to sixty (60) days of the expiration of any Term or extension. This Agreement shall continue to automatically renew indefinitely until terminated by either Party, except as otherwise provided in the Schedule of Performance (Exhibit D).

4. COORDINATION

4.1 Representatives and Personnel of Contractor

The following principals of the Contractor ("**Principals**") are designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the Work:

(Name) (Title)

(Name) (Title)

(Name) (Title)

The Contractor expressly understands that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for the City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Work. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of the City. Additionally, the Contractor shall make every reasonable effort to maintain the stability and continuity of the Contractor's staff, if any, assigned to perform the Work. The Contractor shall notify the City of any changes in the Contractor's staff assigned to perform the Work, prior to and during any such performance.

4.2 Status of Contractor

In providing the Work under this Agreement, the Parties expressly agree that the Contractor is acting as an independent contractor and not as an employee of the City. The Contractor shall have no authority to bind the City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the City. The Contractor shall not at any time nor in any manner represent that the Contractor or any of the Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of the City. Neither the Contractor, nor any of the Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the City's employees. The Contractor expressly waives any claim the Contractor may have to any such rights.

4.3 Contract Officer

The Contract Officer shall be such person as may be designated by the City Manager of the City. Should the City Manager appoint a Contract Officer, it shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Work and the Contractor shall refer any decisions which must be made by the City to the Contract Officer. Unless otherwise specified in this Agreement, any required approval of the City shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required to carry out the terms of this Agreement. In the absence of a designated Contract Officer, the City Manager shall serve the duties of the Contract Officer as specified above on behalf of the City.

4.4 Independent Contractor

Neither the City nor any of its employees shall have any control over the manner, mode or means by which the Contractor, its agents or employees, perform the Work required in this Agreement, except as otherwise set forth in this Agreement. The City shall have no voice in the

selection, discharge, supervision or control of the Contractor's employees, representatives or agents, or in fixing their number, compensation or hours of service. The Contractor shall perform the Work as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

4.5 Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of the Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, the Contractor shall not contract with any other entity to perform in whole or in part the Work without the express written approval of the City. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City. Transfers restricted by this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of the Contractor, taking all transfers into account on a cumulative basis. If any such unapproved transfer, including any bankruptcy proceeding, the City, at its sole discretion, may void this Agreement in whole or in part. No approved transfer shall release the Contractor or any surety of the Contractor of any liability without the express consent of the City.

5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages

General: The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, during the entire term of this Agreement including any extension as specified in Section 3.2, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of the City:

Comprehensive General Liability Insurance: A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

Worker's Compensation Insurance: A policy of worker's compensation insurance in an amount sufficient to fully comply with the laws of the State of Utah and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage

arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the Work.

Automotive Insurance: A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. The policy shall include coverage for owned, non-owned, leased and hired cars.

Professional Liability: Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to the Work. The insurance must be maintained for at least five consecutive years following the completion of the Work or the termination of this Agreement. During this additional five-year period, the Contractor shall annually, and upon request of the City, submit written evidence of this continuous coverage.

Additional Insurance: Policies of such other insurance, as may be required in the Special Requirements.

5.2 General Insurance Requirements

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by the City or its officers, employees or agents shall apply in excess of, and not contribute with the Contractor's insurance. The insurer is deemed to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of these policies of insurance shall provide that the insurance may not be amended or cancelled by the insurer or any Party without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. If any of these policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the City Manager. The Contractor shall not commence the Work or any other services until the Contractor has provided the City with Certificates of Insurance or appropriate evidence of the above insurance coverages and these Certificates of Insurance or appropriate evidence of the above insurance are accepted by the City. The City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to the City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION: SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED, THE ISSUING COMPANY SHALL

MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED IN THIS AGREEMENT.

[to be initialed] _____

Agent Initials

The City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds with respect to: liability arising out of activities the Contractor performs; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, and its respective elected and appointed officers, officials, employees or volunteers. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

5.3 Indemnification

To the full extent permitted by law, the Contractor shall indemnify, defend at its own expense and hold harmless the City, its officers, employees, agents and volunteers ("**Indemnified Parties**") against, and shall hold and save them and each of them harmless from any and all liability and actions whether judicial, administrative, regulatory or arbitrated ("**Actions**") and any and all losses, claims, expenses or damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the Work or any other operations or activities provided in this Agreement of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Contractor is legally liable ("**Indemnors**"), or arising from the Contractor's negligent, reckless or willful misconduct, or arising from the Contractor's Indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement ("**Claims**"). The Contractor shall defend any Action filed in connection with any such Claims and shall pay all costs and expenses, including legal costs and attorneys' fees incurred in connection with any Claims.

The Contractor shall promptly pay any judgment rendered against the City, its officers, agents or employees for any such Claims arising out of or in connection with the performance of or failure to perform services, operations or activities of the Contractor and the Contractor agrees to save and hold the City, its officers, agents, and employees harmless.

If the City, its officers, agents or employees is made a party to any Action filed or prosecuted against the Contractor for such Claims arising out of or in connection with the performance of or failure to perform the services, operation or activities of the Contractor, the Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Failure of the City to monitor compliance with these provisions shall not be a waiver of this requirement. The provisions of this Section do not apply to claims or liabilities occurring as a result of the City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from the City's negligence, except that design professionals' indemnity shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Contractor and shall survive termination of this Agreement.

5.4 Performance Bond

Concurrently with execution of this Agreement, and if required in Exhibit B, the Contractor shall deliver to the City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.5 Sufficiency of Insurer or Surety

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in Utah, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City Manager due to unique circumstances. If this Agreement continues for more than three years duration, or the City Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the City Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City

Manager to the City Council of City within ten (10) days of receipt of notice from the City Manager.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records

The Contractor shall keep all ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to the City and Work ("**Records**"), as shall be necessary to perform the Work and enable the City to evaluate the performance of the Work. Any and all such Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City shall have full and free access to these Records at all times during normal business hours of the City, including the right to inspect, copy, audit and make transcripts from such Records. The Contractor shall maintain such Records for a period of seven (7) years following completion of the Work, and the City shall have access to such Records if an audit is required. If of dissolution of Contractor's business, custody of the Records shall be given to the City, and access shall be provided by Contractor's successor in interest.

6.2 Reports

The Contractor shall periodically prepare and submit to the City Manager (or his or her designee) such reports concerning the performance of the Work required by this Agreement as the City Manager (or his or her designee) shall require as well as any reporting required in the Scope of Work.

6.3 Ownership of Documents

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("**Documents**") prepared by the Contractor, its employees and agents in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the City Manager (or his or her designee) or upon the termination of this Agreement. The Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the Documents. Any use, reuse or assignment of such Documents for other projects and/or use of uncompleted documents without specific written authorization by the City shall be at the Contractor's sole risk and without liability to the City. The Contractor may retain copies of such Documents for its own use. The Contractor shall have an unrestricted right to use the concepts embodied.

6.4 Confidentiality and Release of Information

All information gained or work product produced by the Contractor in performance of this Agreement shall be held confidential by the Contractor unless such information is in the public

domain or already known to the Contractor. The Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the City Manager (or his or her designee).

The Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Work. Response to a subpoena or court order shall not be considered "voluntary."

If the Contractor, or any officer, employee or agent of the Contractor, provides any information or work product in violation of this Agreement, the City shall have the right to reimbursement and indemnity from the Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of the Contractor's conduct.

The Contractor shall immediately notify the City should the Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the Work. The City retains the right, but has no obligation, to represent the Contractor or be present at any deposition, hearing or similar proceeding. The Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response provided by the Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 Utah Law

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Utah. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Grand, State of Utah, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the District of Utah, Tenth Circuit.

7.2 Disputes; Default

If the Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating the Contractor for any services performed after the date of default. Instead, the City may give notice to the Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default.

This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If the Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Section. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds

The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute or which are necessary to compensate the City for any losses, costs, liabilities or damages suffered by the City, and (ii) all amounts for which the City may be liable to third parties, by reason of the Contractor's acts or omissions in performing or failing to perform the Contractor's obligation under this Agreement. If any claim is made by a third party, the amount or validity of which is disputed by the Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the City as elsewhere provided in this Agreement.

7.4 Waiver

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of _____ ($_____) as liquidated damages for each working day of delay in the performance of any service required by this Agreement, as specified in the Scope of Work (Exhibit A) and Schedule of Performance (Exhibit D). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the City Manager. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services except those as may be specifically approved by the City Manager. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the City Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the City Manager, except as provided in Section 7.3. If the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced and/or services delivered. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, the City may, after compliance with the provisions of Section 7.2, take over the services and see them to completion by contract or otherwise. Should this occur, the Contractor

shall be liable to the extent that the total cost for completion of the services required exceeds the Schedule of Compensation in this Agreement (provided that the City shall use reasonable efforts to mitigate such costs), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of amount in excess of the Schedule of Compensation.

7.10 Attorneys' Fees

If either Party to this Agreement is required to initiate or defend is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation.

8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-Liability of City Officers and Employees

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest

The Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder the Contractor's performance of services under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee or agent without the express written consent of the City Manager. The Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Contractor warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination

The City is committed to providing equal employment opportunity for all persons without regard to race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law. The Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against any person or group of persons on account of race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law.

9. MISCELLANEOUS PROVISIONS

9.1 Notices

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and served personally, sent via email, or sent by prepaid, first-class mail, in the case of the City, to the City Manager, City of Moab, 217 East Center Street, Moab, UT 84532 or mblack@moabcity.gov and in the case of the Contractor, to the person at the physical and email addresses designated on the signature page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. For the purposes of this agreement, the term “shall” means an action that is required or mandatory.

9.3 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment

This Agreement including the attachments is the entire, complete and exclusive expression of the understanding of the Parties on the subject of this Agreement. There are no oral agreements between the Parties concerning this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and signed by the Contractor and by the City Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability

If any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid or unenforceable by an order, judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs or sections of this Agreement which are hereby agreed to be severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority

The persons executing this Agreement on behalf of the Parties warrant that (i) the Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of the Party, (iii) by executing this Agreement, the Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

9.7 No Waiver of Immunity

The City advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this Agreement are expressly limited to the amounts identified in the Act. Further, nothing in this Agreement shall be deemed to abrogate or waive any immunity possessed by the City, including immunity under the Utah Governmental Immunity Act, U.C.A. § 63G-6-101, et seq., or other applicable law.

9.8 Titles/Headings

The headings in the Agreement are for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

9.9 Necessary Acts of Cooperation

The Parties agree to do any act or thing necessary to execute any and all documents or instruments required by this Agreement and which are necessary and proper to make effective the provisions of and transaction contemplated by this Agreement. Provided, however, that neither Party shall act, or purport to act, on behalf of the other without the express written consent of the other Party.

9.10 Legal Review

The Parties represent and agree that they had full opportunity to review this Agreement and that they accept the terms hereof. The rule that such an agreement is to be construed against its drafter shall not apply to this Agreement.

9.11 Incorporation of Recitals

The recitals set forth in this Agreement are incorporated as part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as follows:

CITY:

Dated: _____

CITY OF MOAB, a municipal corporation

_____
Michael Black
City Manager

CONTRACTOR:

_____

_____

Dated: _____

By:_____
Name:
Title:

Address:_____

Email: _____

ATTESTED:

By:_____

_____
Sommar Johnson
City Recorder

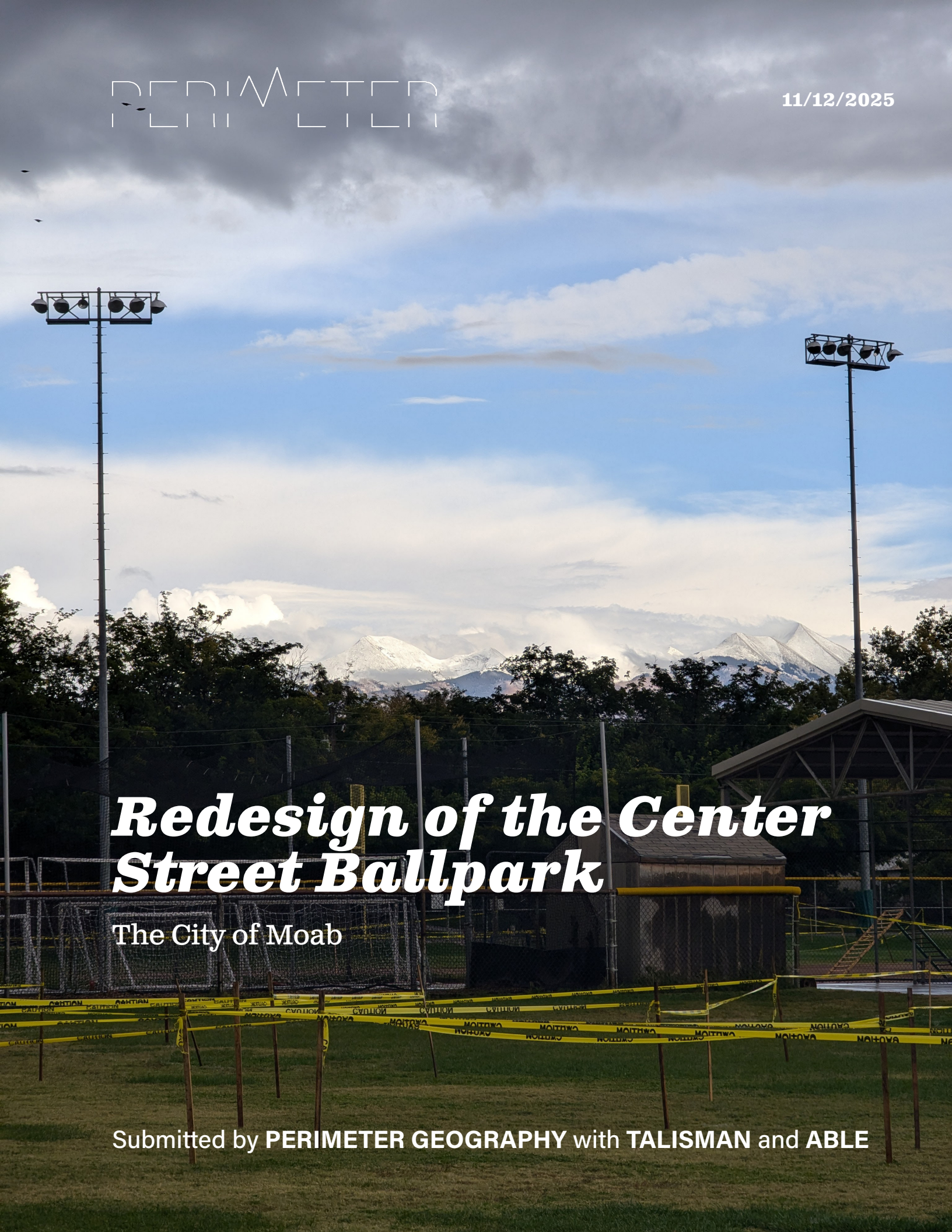
EXHIBIT A

SCOPE OF WORK, BUDGET & SCHEDULE OF PERFORMANCE

See the attachment.

PERIMETER

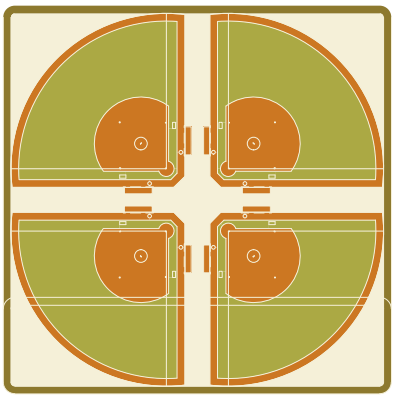
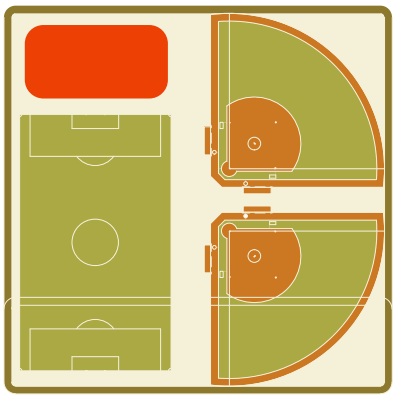
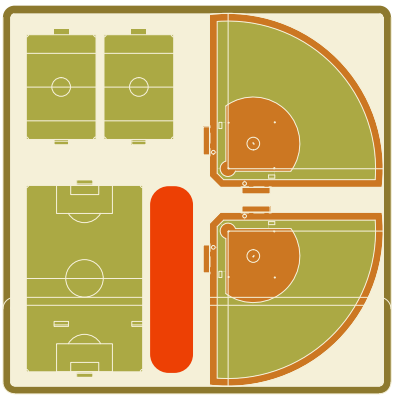
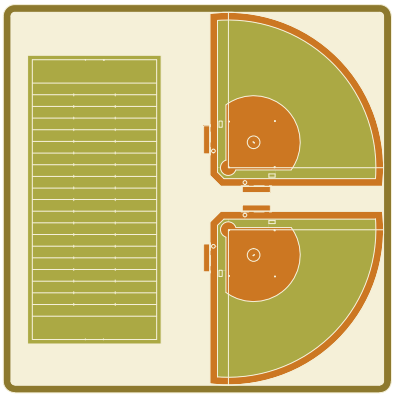
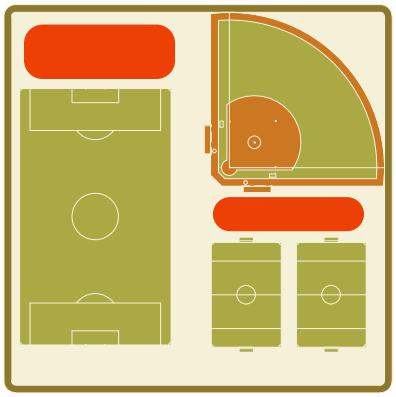
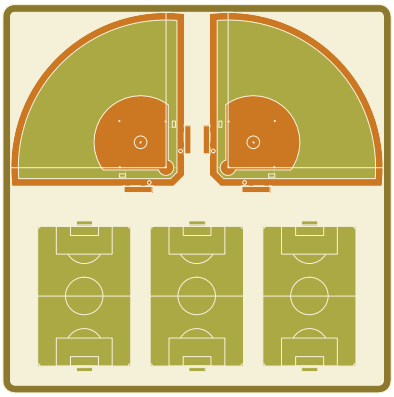
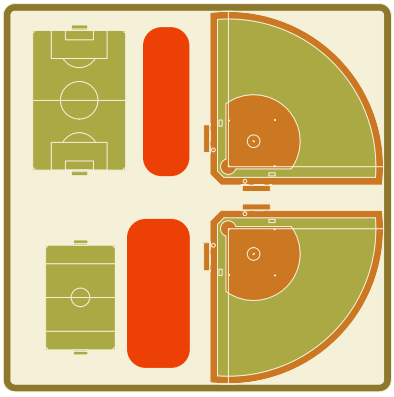
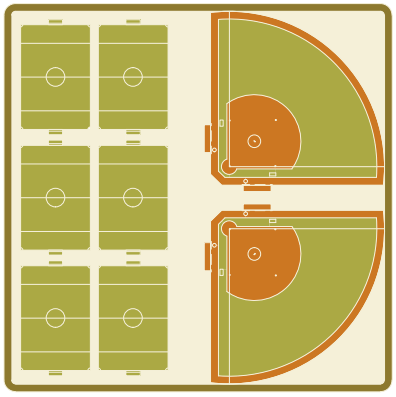
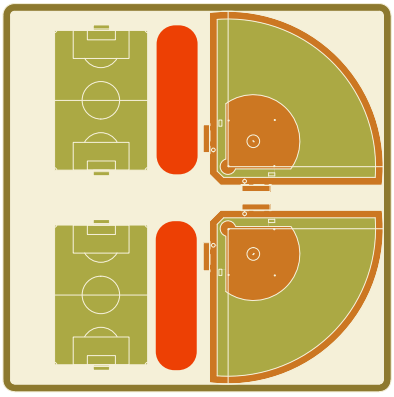
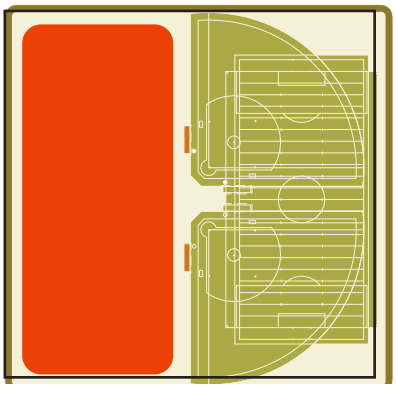
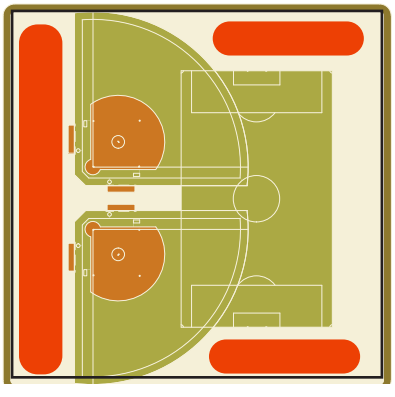
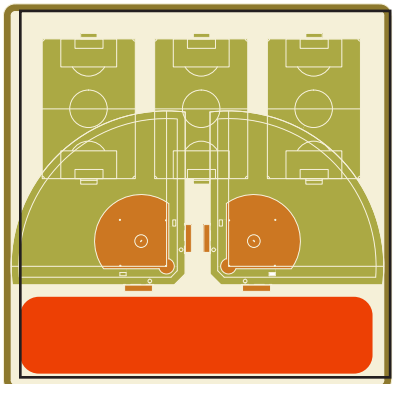
11/12/2025



Redesign of the Center Street Ballpark

The City of Moab

Submitted by **PERIMETER GEOGRAPHY** with **TALISMAN** and **ABLE**

1627 Vine Street, 2nd Floor
Denver, CO 80206
720-910-7457

November 12, 2025

Patrick Trim, Director
City of Moab Parks, Recreation & Trails
217 E. Center St.
Moab, UT84532

Dear Patrick & Selection Committee Members,

We are delighted to submit the following proposal for the Redesign of the Center Street Ballpark. Our team is excited by the opportunities and challenges posed by the City of Moab, and driven to create a flexible community space that serves residents for many years to come.

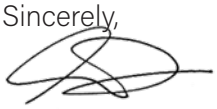
We are approaching this assignment as your long-term partner, and we're committed to building a relationship that helps guide the process to a successful outcome. With this in mind, it's important to communicate honestly and openly at this stage — we do not believe it's feasible or responsible to claim we can complete final construction documentation within the proposed project budget of $150,000. In the following pages we outline a strategic approach that tackles community engagement, conceptual programming and visioning, and schematic design, and builds a strong base of support and momentum towards completing the design in another phase of work.

A number of key criteria define our understanding of the project, including the need to regrade the site, the potential adaptive re-use of existing structures, the ability to offer flexible sports and event programming, and the desire to capture what's special about the site's location, including views, accessibility, and proximity to Moab's civic core. These factors, along with community input and accurate pricing, will define the overall vision, and help determine the construction budget which will drive the full scope of design documentation needed to follow.

For this initial effort, a purposefully streamlined team has been assembled, consisting of Talisman Civil Consultants and ABLE Studio, each of whom bring specific expertise and complementary skillsets to create a nimble and collaborative approach. As the project evolves into documentation phases, additional team members would be contracted as required.

While this approach may not match the stated expectations of the assignment, we hope this careful strategy appeals to the selection committee, and we're nonetheless prepared to work with you to finalize the assignment as it best suits your needs. Thank you for taking the time to review our materials. We look forward to continuing the conversation with you and the community of Moab.

Sincerely,



Andrew Dawson
Founder & Principal

Why This Team

As a team with deep experience on a variety of project types and locations around the country, we understand that approaching projects in places like Moab requires a familiarity with the sensitive context that surrounds and protects them, and a basic willingness to observe and familiarize oneself with the regional conditions. Recognizing that Moab is dependent on its relationship with its natural resources, for quality of life and economic vitality, sets us up for a more successful project outcome, as it reveals unique character and special relationships that lead to a more grounded, authentic, relatable, and customized design. We believe this project is not about replicating what has worked well elsewhere, but rather producing a community park that is representative of Moab and its community.

We understand that this project will require more hands-on attention. There's an important need to be on the ground and on-site, in different seasons and in different capacities, with people who understand the place more deeply. Only by showing up and being there can we begin to uncover the authenticity and sensitivity that leads to a successful process and project. During community engagement, in-person conversations will reveal local values and special nuances that the team can't otherwise ascertain. In the analysis and design stage, repeated visits expose the elements of the landscape that present unique challenges or opportunities, and provide indicators around carrying capacity, resource use, and programming. We also expect this project will require extensive collaboration, internally and externally. While engagement within the Project Team and the broader community is always important, in destination towns there can be a need for additional layers of outreach, across City departments, with tribal representatives, Hispanic and Latino populations, local large employers, and local non-profits. Importantly, stakeholders for this project may include visitors and second homeowners. Quietly but inevitably, wildlife also exert influence on decisions, and these should not be overlooked. Community champions and local liaisons play a critical role in building project capacity; conversation and collaboration lead to stronger project outcomes. An advantage of working in smaller towns and cities is that they are often more nimble and can often be more innovative, if the right partners are at the table. Our team will work with you to identify these stakeholders early in the process, and seek ways to leverage their knowledge and perspectives well in advance of any decision-making milestones.

Additionally, basic knowledge of economic development mechanisms for tourism-dependent towns is helpful in understanding the approach to this project, as it may help define an implementation strategy. This includes the RAP Tax that funded this initial phase of work, and may also include relevant local, state, or federal grant opportunities. We are prepared to engage on these topics and their implications for economic development, as they provide insights to the planning process.

Maintenance and management of the new park is another consideration. Understanding fluctuating operational resources, which can be driven by budgets or by seasonality is key. The goal is

to create plans that don't overburden existing maintenance regimes, and instead prepares them collaboratively for future needs, whether that's turf management or event setup/take down. This means an acknowledgment of existing processes, standards, and operational capacities. Exploring new recreational facilities and trends will be a part of this process, and ensuring that the Parks Department understands the implications of additional facilities or different management techniques is important.

Knowledge of natural systems and processes, including weather patterns, hydrology (water use & conservation strategies), altitude, and seasonality; and an understanding of the general physical and cultural geography of a region helps us tune in to local lifeways and project impacts. We emphasize place, identity, and authenticity, by responding to the spirit of the landscape, at the geographic scale and the detail scale. There's not a one-size-fits-all solution to recreation planning in places like Moab. Each community is trying to maintain its own character and what people love about it, and often this is part of the city's marketing strategy to attract visitors – why tourists should choose to visit a certain place and come back to it again and again. But it's not just important from a marketing perspective; it's also critical to understand the specific individual realities of a place in order to make informed design decisions.

Our team will work with you to explore how the Ballpark Redesign can serve as a capacity builder: ameliorating pressures, balancing recreational access and community programming, revealing geographic phenomena, rewarding outdoor economies, and preserving cultural identity.

*Within the context of the recreation-driven **Ford Park Master Plan**, Andrew Dawson led a collaborative process with Vail's Parks & Rec Department, Tourism Board, Arts Council, and the Vail Valley Foundation, to seek out flexible spatial solutions for overlapping community and visitor programming in the park — including national youth sports tournaments.*

Firm Profiles

Overall Team Lead:

PERIMETER GEOGRAPHY (PERIMETER) is a design firm focused on projects in tourism-driven economies and special places that contribute to our shared heritage. We work with clients to preserve regional character, reinforce recreation economies, and improve outdoor experiences. We serve gateway communities where wildlands interface with development pressure, where minor changes can have outsized impact, and where caring for natural resources requires active management in order to balance increasing recreation demands.

From a base in Denver, we work on detailed construction documentation, master plans, trail systems, land management plans, and many other project types, in places of similar geographic and economic context to the City of Moab. In each project we strive to maintain local character and reveal the special qualities unique to each site. Understanding the interwoven layers of tourism, natural resources, recreation planning, and community well-being is our mission.

The firm takes on small assignments directly and supports larger project teams with experience and strategic approaches. PERIMETER brings depth to assignments through national perspective, thought leadership, and a geographic frame of reference which opens avenues of exploration for possible project outcomes and creative interpretation of planning and design. Through our work, we aspire to protect places of cultural, ecological, and aesthetic significance, while at the same time enabling their access and enjoyment and fostering healthy relationships with the people that keep these real communities functioning and intact.

Andrew Dawson founded PERIMETER after twelve years with larger firms, where he gained a breadth of experience across project and client types, and formed a foundational understanding of working with gateways and destinations. With PERIMETER, his practice focuses on these unique geographies and continues to develop projects at all scales, through meaningful client connections and long-term working partnerships. Through this effort, we hope to bring our niche expertise, sensitivity, and thoughtfulness to Moab, and to build a long-term relationship with you and your community.

Proposer Background Information & Experience:

Owner Contact: Andrew Dawson, Project Manager
Address: 1627 Vine St, 2nd Fl, Denver, CO 80206
Phone: (720) 910-7457
Email: andy@perimeter-geography.com
Number of Years in Business: 1
Number of Years of Experience: 12
Level of Technical Experience: Proficient (currently licensed in Colorado, Pennsylvania, and California, with a reciprocity process defined by Utah DOPL)

Engineering Lead:

TALISMAN CIVIL CONSULTANTS is a civil engineering and land surveying firm based in Salt Lake City's Ballpark Neighborhood. Founded in 2016, our team is built on longstanding partnerships—many of our staff have worked together for over a decade, serving communities across the Salt Lake Valley and throughout Utah. We are a 37-person team led by President Ryan Cathey, PE.

Talisman is known for designing spaces that serve people—from vibrant public parks to civic infrastructure that strengthens neighborhoods. Parks, trails, and recreation-focused site design have become a core part of our portfolio. We bring a deep understanding of grading, drainage, utilities, and multi-modal access to our parks projects, always with an emphasis on sustainability, maintenance efficiency, and long-term usability.

Our broader expertise includes urban redevelopment, planned land development, and roadway design, along with a full suite of surveying services. We've supported projects ranging from small infill parks to complex, multi-phase public spaces, K-12 campuses, and higher education facilities. Whether designing a new green space or reimagining an underused parcel, we bring a practical, community-first approach. Our focus on responsible design helps municipalities and public agencies create parks and open spaces that reflect local identity, meet real needs, and endure for generations.

TALISMAN TEAM CONTACT:
Jeff Snelling, Senior Engineer
(801) 743-1300 jeffs@talismancivil.com

Documentation Lead:

ABLE is a certified woman-owned landscape architecture practice based in Seattle, Washington. Our mission is to elevate everyday landscapes toward a more culturally significant, regionally specific, and healthier environment where communities can thrive. We believe meaningful design starts with a strong vision co-created with community and is achieved through attention to detail and craft.

With extensive public realm experience, ABLE offers professional design services from concept through construction for complex and challenging sites. Canal Commons in Green River, UT, First Creek Park in Tacoma, WA, and Chiloquin Green Schoolyard in Southern Oregon are three such projects that embody the creative process and technical rigor we bring to every project, its clients, and its community. Working in both urban and rural environments, ABLE is dedicated to building meaningful places where people belong.

EXPERIENCE WITH SPORTS FIELDS & COURTS

- Warm Springs Ballfields Park, Warm Springs, OR
- Mander Recreation Center Campus, Philadelphia, PA
- Homewood Park, Pittsburgh, PA
- Chiloquin Green Schoolyard, Chiloquin, OR
- Ontario Community Schoolyard, Ontario, OR
- Riddle Community Schoolyard, Riddle, OR

ABLE TEAM CONTACT:
Ashley Ludwig, Founder
(206) 486-4396 ashley@ablestudio.co

Team Organization

THE CITY OF MOAB

Mayor, City Council & Community of Moab

MOAB TEAM LEADERS:
- Parks, Recreation and Trails
- Strategic Initiatives and Sustainability

STAKEHOLDERS / ADVISORY COMMITTEE:
- Public Works
- Community Development
- Business and Economic Development
- Youth and Adult Leagues
- Others TBD

PERIMETER PLANNING

Andrew Dawson
Project Manager, Landscape Architecture & Rec. Planning

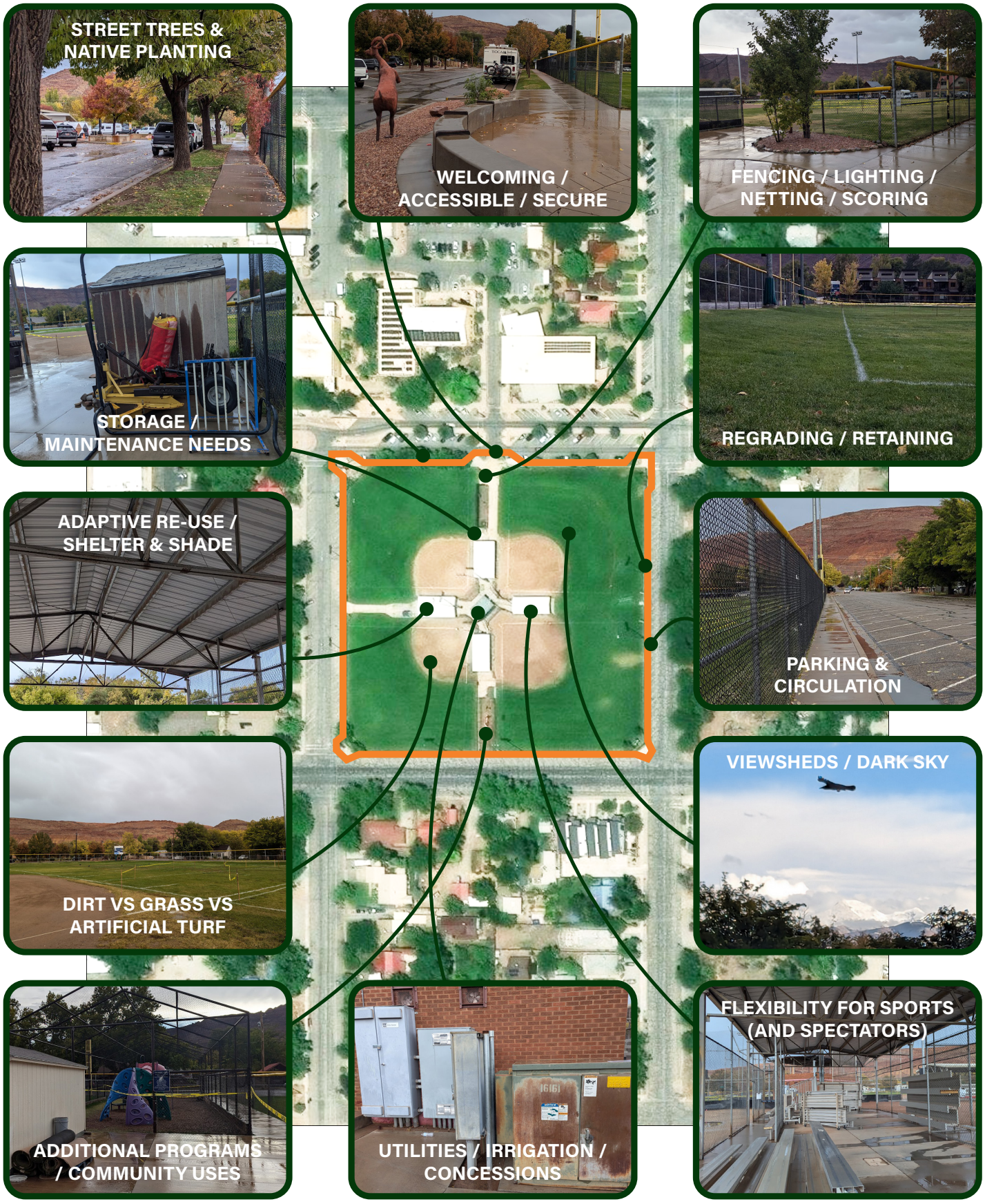
TALISMAN CIVIL CONSULTANTS

Jeff Snelling
Civil Engineering, Permitting Strategy, Cost Estimation

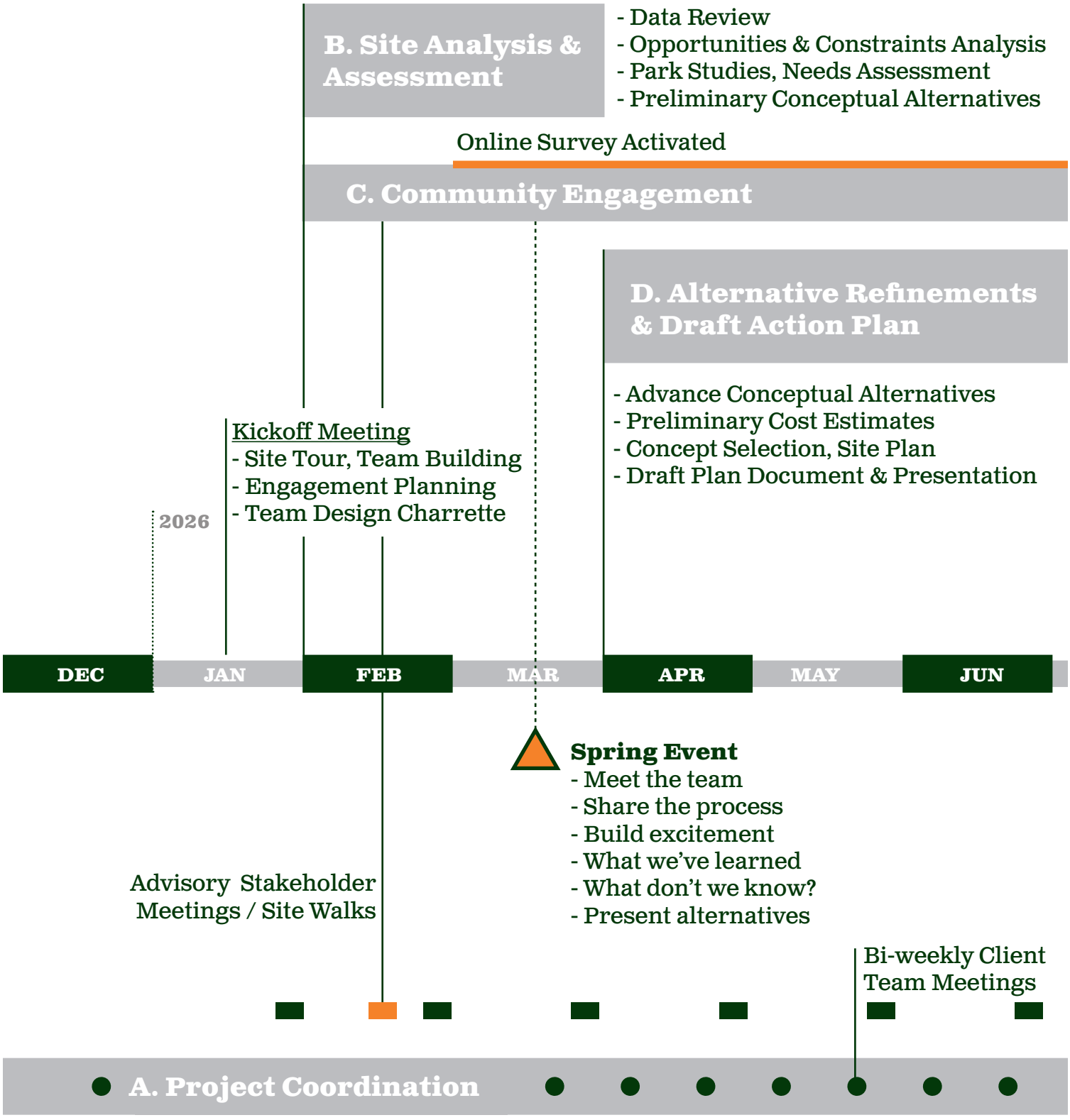
ABLE

Ashley Ludwig, Becky Klein
Construction Documentation, Landscape Architecture, Design

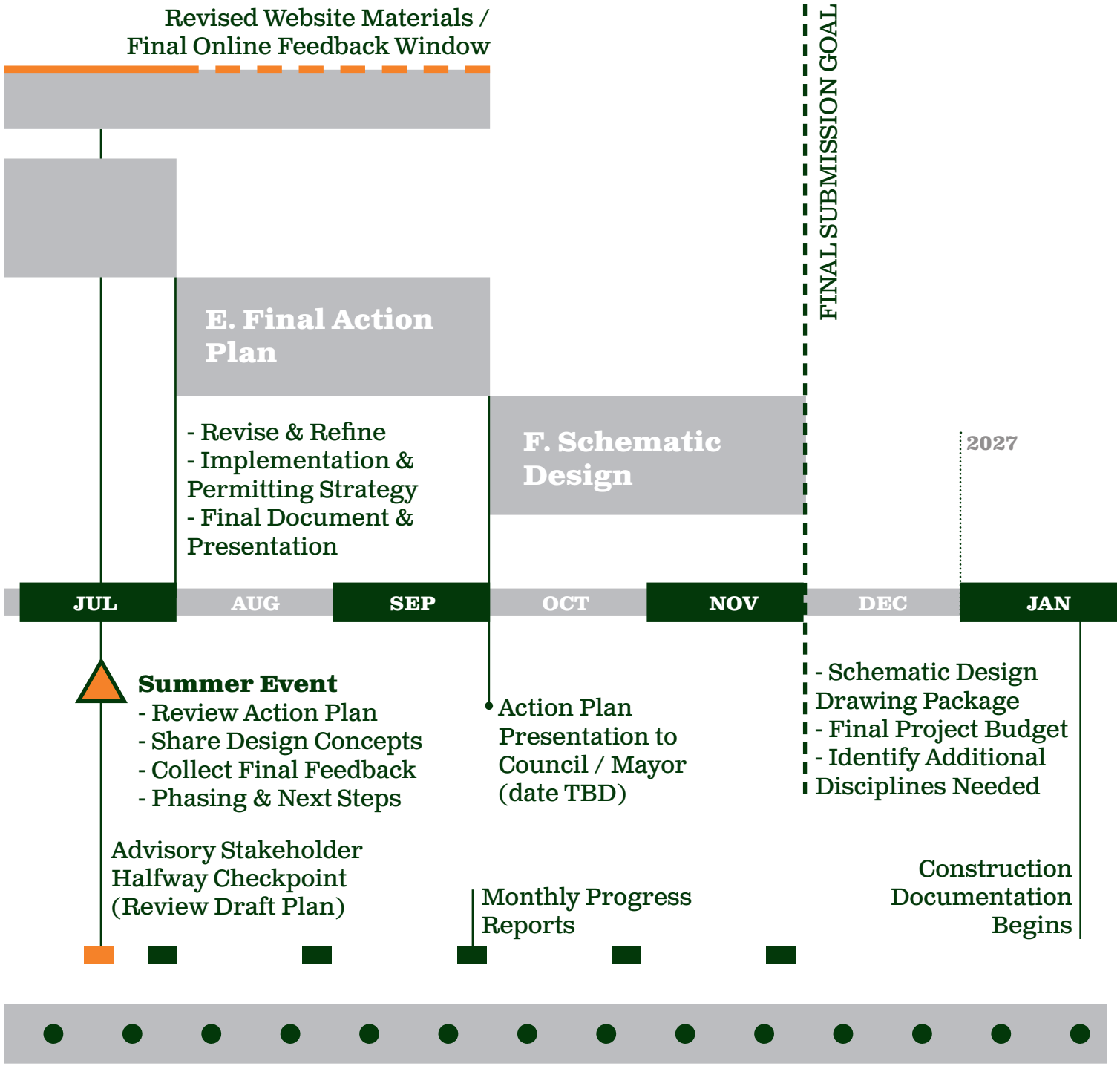
Site Understanding



Project Schedule



Schedule Notes; *this preliminary outline is meant to guide discussion during contract negotiations and will be finalized by the Project Team at the Kickoff Meeting. We understand some flexibility is necessary and expected as the project moves forward. During the regular Progress Meetings we will revisit the Timeline and confirm alignment with project milestones.*



Project Approach

We approach this project as flexible partners, understanding that there are still major design drivers that need to be figured out before moving ahead with a final plan. Through the process outlined below, we'll work with you and the project stakeholders to find the right balance of community recreation needs.

PROJECT MANAGEMENT

Beginning with the Kickoff Meeting, we'll prepare agendas and capture meeting minutes. From that point on, we're envisioning a cadence of biweekly client team meetings and monthly progress reports. However, we recognize that there are going to be plenty of times where an impromptu phone call or quick team huddle makes sense. The Advisory Stakeholder meetings are scheduled at key milestones as additional checkpoints in the process. Stakeholders may also be asked to join select biweekly meetings if the topic is relevant.

Internally, our team will communicate regularly, as the pace of the project warrants consistent and open coordination. We use collaborative software like Miro and Teams to make up for our distant locations, and we lean on our existing relationships to build trust and positively critique each other toward a better project outcome.

As Project Lead, PERIMETER will manage project accounting and reporting, and Andrew Dawson will be the primary point of contact for the Moab team. For this project phase, however, our whole team is a small, tight-knit group that will be nimble and accommodating to challenges as they arise.

Kickoff Meeting

Our first full team meeting in Moab will occur in January 2026, and will include the entire design team, the City's client team, and any key advisory stakeholders. We'll conduct a Site Tour and Inventory of the park, which will be an opportunity to ground-truth the existing data and documentation that the team has already reviewed. We'll also conduct an indoor meeting session, that confirms the project schedule, engagement strategy, and deliverables. If necessary, we can break out for individual stakeholder meetings.

During this visit, we also plan to host a half-day Design Charrette, so we can quickly begin grappling with project hurdles and clarifying everyone's expectations. We want to capture the known opportunities and constraints, and understand the current community priorities, but also explore questions and ideas that may not be immediately apparent. This will be an icebreaker, and a chance work together to sketch, discuss, and informally present concepts, precedents, and thematic drivers.

SITE ANALYSIS

During this early phase of the project, the team will review existing documentation and data, and note if key elements are missing. The Site Tour will be a chance to systematically document park infrastructure, materiality, and amenities, their condition, accessibility, and other criteria deemed relevant to this stage of the project.

We can review market and demographic analysis of the recreation amenities offered in the region, and

use stakeholder input to understand how this park fits into a wider system of athletics and community programming. The design team will bring its national perspective and tap into the extensive recreational programming network and data from similar cities. Importantly, we see this task through multiple lenses, which may include anticipating changing recreational trends and tastes, but also the evolving relationship between water use and turf BMPs, the need for structured athletic facilities versus flexible open space, and parks as economic development engines in visitor destinations. Our team believes that creating a plan for Moab that acknowledges local realities and special qualities – and is setting the trend – is more important than delivering programs that follow expectations of visitors or fit a default mold for "recreation" that could be anywhere. It's critical to listen to the voices of input from the community to balance wider trends with foundational needs.

During this phase, we'll begin exploring preliminary conceptual alternatives that revolve around key thematic drivers and community values. This stage will be less about design, and more about larger moves that define spaces and uses. Many iterations will be explored, to test fit options that convey very different versions of the future park. This is a chance to provoke reaction and conversation among the wider project and stakeholder team, to help the design team narrow in on a preferred suite of program, circulation, flexibility, and amenity.

*Jeff Snelling directed the planning, design, and construction of the **Salt Lake Regional Athletic Complex,** a 16-field multi-sport venue which included lighting, restrooms, maintenance facilities, an extensive irrigation system, and flex use spaces. The complex supports football, soccer, lacrosse, ultimate frisbee, rugby, cross country, kickball, and quidditch.*

COMMUNITY ENGAGEMENT

Part of our team's intentional strategy is to be present in the community as much as possible. To that end, our proposal identifies multiple structured visits of varying lengths over the course of the project. Besides team working sessions, there are two larger events which form the foundation for community gatherings about the project. Additional ad-hoc team member visits are also expected as needed or necessary to meet project equity needs and inclusive engagement goals, in order to meet people where they are. This means showing up at the annual cookout or the softball league finals, for example. This is on top of an online presence, anchored by the project survey and supported by the City's social media outlets. The intention is to understand community values across seasons and reach different audiences, and encourage open communication among project stakeholders.

Spring Engagement Event

The first community event will be a chance for people to meet the project team, who will share the process and build excitement for the project. The online survey will already be live, and we can share some of the initial feedback received so far. We'll collect input on thematic drivers and park programming ideas and the team will share what we've learned and ask what we don't know. There will also be a display of preliminary conceptual alternatives, representing different park values around active recreation and sports, passive play and flexible use, or community concerts and events. The team will work with stakeholders to identify additional design values to share.

Summer Engagement Event

This event is a chance for the community to view the Action Plan, evaluate the conceptual alternatives, and provide a final round of input before the site design is further refined. The team will have stations that show options for implementation, phasing options, and preliminary costs, so the public has an understanding of the process and can give feedback on what the City should aim for. There will also be information that communicates the next steps of the project, including construction documentation and permitting, and an estimated construction timeline if funding is secured. This event will be a celebration that builds energy, momentum, and support.

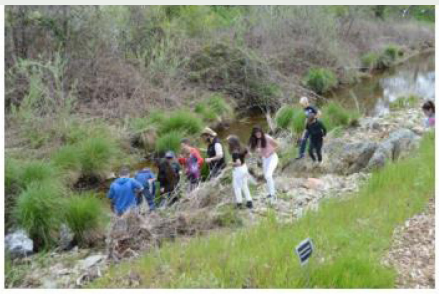
Online Survey

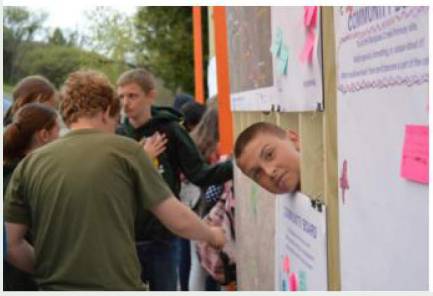
It's important to offer a digital alternative to the in-person meetings, in order to provide more people with a more flexible means of engagement, and the online survey is intended to act as an ongoing backdrop of input and feedback for the project team. The survey format will be confirmed with the City, but there may be two phases, so that community members can comment on updated materials as the project progresses. The survey may include graphics, precedent imagery, and demographic questions, so the team can understand who their respondents are.

Overall Engagement Goal

Emphasis will be placed on determining an acceptable design solution that is framed through a values-driven process, and guided by multiple factors (not just the loudest voices), including: capital budgets, maintenance capabilities, public input, design expertise, and regulatory guidelines.

Kids will be an integral part of this engagement process. For the Ontario Community Schoolyard, ABLE Studio hosted a student workshop. During the ***Mariposa Creek Parkway Master Plan****, Andrew Dawson led the coordination of Creek Week, which hosted 5th and 6th graders along the creek corridor.*





CONCEPTUAL ALTERNATIVES

This phase of the project advances and prioritizes the conceptual alternative sketches. This step incorporates feedback received at the first community event and during stakeholder conversations. It also synthesizes the results of the Site Analysis and Opportunities & Constraints. The alternatives at this stage will be vetted more fully, and will be scaled drawings of the park with conceptual grading, circulation, field layouts, building footprints, and additional program areas clearly defined. The specifics of a new facility, including storage space, concessions, and accessibilty, will be evaluated. This accuracy is necessary to conduct preliminary order-of-magnitude cost estimates. The team is prepared to create up to three conceptual alternatives, which will then be refined into a selected and preferred concept plan. The team will then produce a set of visually-compelling graphics for the chosen design, to be included in the Action Plan and used for building additional support or pursuing project funding.

Our team will also identify permitting needs for the proposed site and building improvements. A permitting matrix will be developed to specify and track permits or approvals, serving as a valuable tool through the entirety of the project. In this phase, permitting agencies will be contacted to obtain their standards and requirements and as needed to validate that preliminary concepts are permittable.

ACTION PLAN

The Action Plan process happens concurrently with Community Engagement and the refinement of conceptual alternatives. The plan document captures the engagement results, the site analysis, the needs assessment, and the iterative design process. Toward the end of July 2026, the design team will provide a Draft Action Plan with adequate time for the client team to review and provide feedback. Drafts of individual sections can be provided at intermediate intervals to facilitate review and revision.

The Final Action Plan will revise the draft plan to incorporate the selected design, its implementation and permitting strategy, and construction cost estimate. The team will compile the plan into a presentation format, so it can be shared with the Mayor and City Council to keep them informed of the project's progress before it moves into the next stage. The Action Plan will ensure that the rationale and decision-making that went into the final design is documented and adoptable.

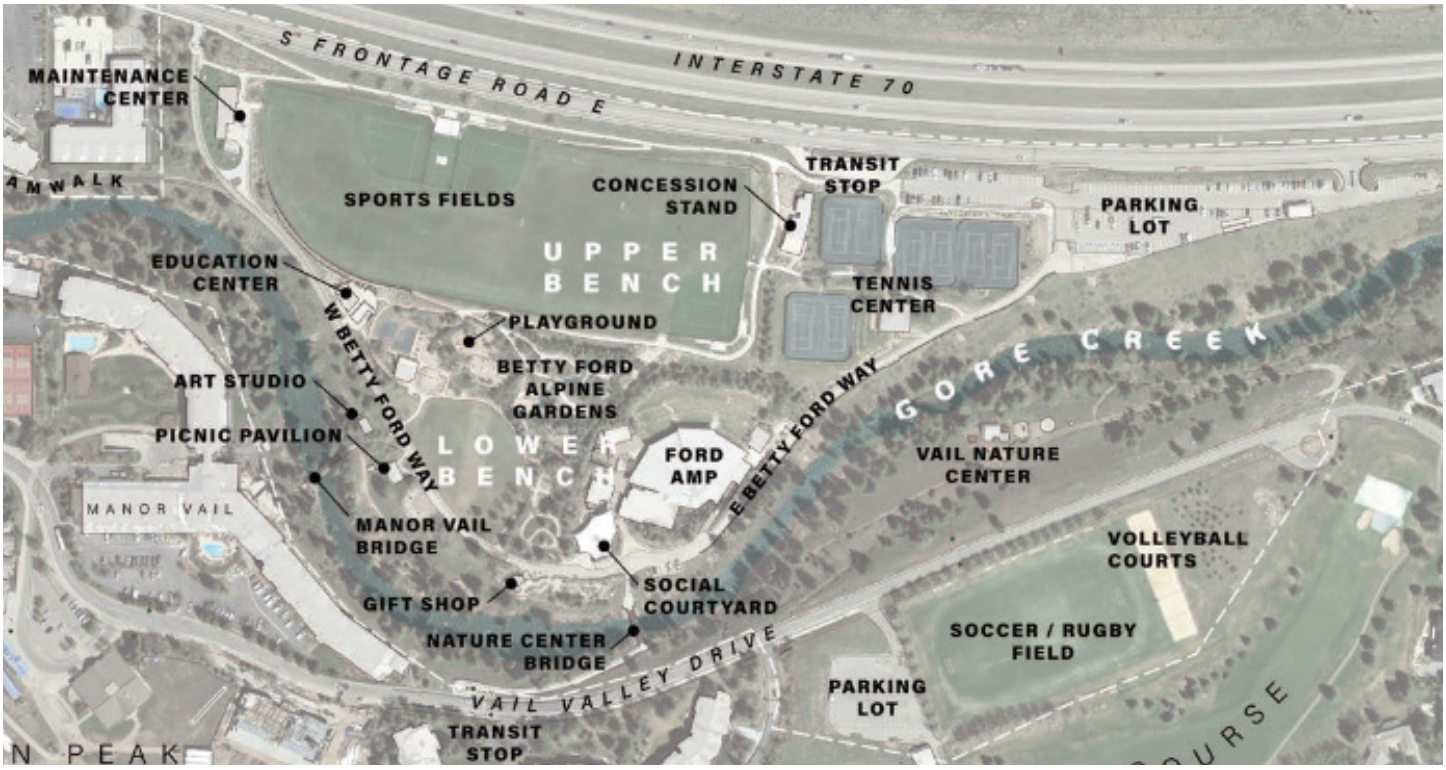
SCHEMATIC DESIGN

The final step of this first project phase is the creation of a schematic design package, to include a cover sheet, site layout plan (with enlargement plans if necessary), demolition plan, grading plan, planting plan, preliminary lighting and utility plan, site sections, and site details. Any planned buildings or structures will be shown as footprints and described in the drawing notes. An outline of necessary technical specification sections will also be included.

This package would also define the final project budget and identify any additional design disciplines that the project may require, which could include the following: geotechnical, structural, MEP (lighting, concession building), or traffic engineering, irrigation, architecture, and cost estimation.

Past Performance

PERIMETER



FORD PARK MASTER PLAN

Vail, CO

Ford Park is a 50-acre property adjacent to Vail Village, and it serves many different audiences. There are four primary organizations involved in the operation of the Park, including the Town of Vail, the Vail Recreation District, the Betty Ford Alpine Gardens, and the Vail Valley Foundation, all of which use the park for different and sometimes conflicting purposes. Engagement consisted of an online survey, park walk-and-talks, town meetings, stakeholder focus group meetings, regulatory requirements, and budget considerations, all geared towards understanding the right balance of program and activity within the park.

As one of the only remaining flat open spaces in the Vail Valley, Ford Park has many flexible sports fields, which enable community soccer, lacrosse, softball, football and rugby leagues, in addition to providing open space for concerts and community events. Critically, the sports fields also host national lacrosse and soccer tournaments each summer, a major economic driver for the Town during the off season. These high impact uses are challenged by the short growing season for grass, and the need for maintenance is constant. So far, the Town has chosen to keep natural grass instead of switching to artificial turf, citing concerns over the material makeup of turf, long term upkeep, heat effect, and playability based on user preferences. However, the heavily used infields of the baseball diamonds are now artificial turf, as the soccer and lacrosse tournaments were not willing to play across skinned infields.

Reference:
GREGG BARRIE
Sr. Landscape Architect
Town of Vail Public Works
970-479-2337
gbarrie@vail.gov

Prior to starting PERIMETER, Andrew Dawson was the Project Manager and Landscape Architect for this project at WRT.

CALWA PARK RENOVATION

Fresno, CA

Calwa Park is a 1960s sports park in southern Fresno, and is currently being adapted into a more flexible and multi-purpose community space. Aging baseball facilities and a dangerously out-of-date playground necessitated the renovation project which began in 2020. The team designed a new playground, with equipment created by Earthscape Play, a renovated picnic pavilion and snack bar, relocated and retrofitted shade structures, a new welcome plaza, and walking loops that connect users from the parking lot to the various park features and updated soccer fields, which are still well-used. The baseball backstop was removed, as community recreation preferences have changed since the park was first built. Lighting upgrades occurred alongside the redesign, with fixture updates for the large mast field lights. A new sensory demonstration garden will provide additional program space, designed to be a calm respite among the otherwise intensely-active park spaces.

Through a grant awarded by California's Prop 68 bond, the project will ultimately implement $6 million in park upgrades, alongside concurrent projects to renovate the community pool, install futsal courts, and plant trees throughout the site. Construction commenced in September 2025, and is scheduled to be competed in May 2026.

Reference:
SANDRA CELEDON
President & CEO
Fresno Building Healthy Communities
559-256-8722
sceledon@fresnobhc.org

Prior to starting PERIMETER, Andrew Dawson was the Project Manager and Landscape Architect for this project at WRT.

TALISMAN
CIVIL CONSULTANTS

OQUIRRH PARK
Kearns, UT

This 53-acre park had become a hub of activity and recreation for the residents of Salt Lake County, drawing crowds for its renowned skate park and organized recreational events. With its escalating popularity among the neighboring communities, a need was identified to upgrade and expand the park's facilities to cater to a broader range of recreational interests. The project, completed in 2020, was conceptualized to infuse a fresh vibrancy into the park, offering new sports fields, trails, playgrounds, and additional buildings and open-air pavilions The project's aspiration to encompass multi-use sports fields within a cohesive design presented challenges in optimizing the available open space and ensuring the harmonious integration of new features without disrupting the existing landscape and popular facilities, like the skate park.

The redesign has successfully transformed the park into a multifunctional recreational space, elevating its appeal to the residents of Kearns and the surrounding areas. The enhanced and diversified amenities have increased the park's utility, making it a comprehensive recreational destination catering to varied interests and age groups. The installation of a large, modern playground provided a safe and enjoyable space for children and the strategic interventions like ADA-accessible trails and added lighting have increased the park's inclusivity and accessibility, allowing more people to experience the park's offerings.

Reference:
JON RUEDAS
Sr. Landscape Architect
Salt Lake City
801-972-7800
Jon.Ruedas@slc.gov

ABLE

WARM SPRINGS BALLFIELDS
Warm Springs Reservation, OR

Centering and connecting to the flow of the land.

On the lands of the Warm Springs, Wasco, and Paiute Native American Tribes and within the dramatic bluffs, river corridors, and juniper sage landscapes of the Warm Springs Reservation, sits the Warm Springs Community Center and its play areas, ballfields, gardens, and sheds that support gatherings and games. To better serve the Indigenous community's health and wellness, the Warm Springs Ballfields project is centered on enhancing the existing assets and extending safe circulation to frame a new, premiere ballfield and community complex deserving of the people of Warm Springs.

Our proposal expands the riparian buffer along Shitike Creek and brings shade trees throughout the site for spectators to enjoy games on hot summer days. By clarifying the flow of the site and providing safe pedestrian connections, this place will continue to be the recreational heart of the community as host to cultural events like Pi-Ume-Sha and by serving the Warm Springs Nation Little League and adult leagues that play on its fields.

Reference:
BRUCE IRWIN
The Confederated Tribes of the
Warm Springs Reservation
541-553-1161
b.irwin@wstribes.org

END OF 20-PAGE SUBMISSION.

Team Resumes

PROJECT EXPERIENCE

Stockton Creek Preserve Master Plan
Mariposa, CA

Canon City Western Gateway Park
Canon City, CO

West Vail Workforce Housing
Vail, CO

Bent's Old Fort NHS Concept Study
La Junta, CO

On-Call Landscape Architecture Services
Durango, CO

Boulder Court System Plan*
Boulder, CO

Ford Park Master Plan*
Vail, CO

Calwa Park*
Fresno, CA

Missouri Gulch Workforce Housing
Mariposa, CA

Hetch Hetchy Railroad Trail Phase I
Groveland, CA

Mariposa Creek Parkway Master Plan*
Mariposa, CA

Tunitas Creek Beach*
San Mateo County, CA

Yosemite Hospitality Development*
Big Oak Flat, CA

Groveland Park Amenities Study and Plan*
Groveland, CA

San Joaquin River Parkway Access & Activation Plan*
Fresno, CA

Tunitas Creek Beach*
Half Moon Bay, CA

**while at WRT.*

PERIMETER

ANDREW DAWSON

FOUNDER & PRINCIPAL, ASLA, PLA

BIO

With a background in physical geography, Andy holds Masters Degrees in City Planning and Landscape Architecture from the University of Pennsylvania, and his work navigates the range of opportunities between these complementary disciplines. From an office in Denver, he works with diverse teams and on wide-ranging projects across the country with an emphasis on landscape identity, place, and authenticity.

Andy founded PERIMETER to focus his practice on places he cares deeply about, leading planning and design efforts in gateway communities and destination towns. Current engagements are focused around visitor experiences, workforce housing, and balancing recreational access and resource protection. Andy has experience working with National Parks, resort towns, and the communities and people that enable their function in the face of intense tourism pressures.

EDUCATION + AFFILIATIONS

University of Pennsylvania, *Master of Landscape Architecture, 2012*

University of Pennsylvania, *Master of City Planning, 2010*

State University of New York (SUNY) Geneseo, *Bachelor of Arts, Geography, 2004*

American Society of Landscape Architects (ASLA), Licensed Landscape Architect

EXPERIENCE

WRT, Senior Associate | Landscape Architect, 2013 - 2024

Instructor: University of Pennsylvania, Department of City Planning; CU Denver College of Architecture & Planning, Department of Landscape Architecture

Guest Lecturer: UC San Diego, UC Davis, Cal Poly SLO, CU Denver

Competition Finalist: National Parks Now (Van Alen Institute), Parks for the People (NPS), Reimagine the Canals (NYPA)

Visiting Design Critic: U. Penn., Penn State Univ., Columbia Univ., Univ. of Utah

Contributing Author:

Fresh Water: Design Thinking for Inland Water Territories (2019) - *Between Wildness and Utility: Interpreting Geography Through Fresh Water Infrastructure*

Routledge Urban Design Handbook (2025) - *Landing in a Region: A Geographic Approach to Urban Design*

RECENT CONFERENCE PRESENTATIONS

Univ. of Utah BASECAMP: Outdoor Recreation & Gateway Communities, Moab, UT

California Trails & Greenways, Olympic Valley, CA

Mountain Town & Resort Planners Summit, Snowmass, CO

Jeff Snelling, PE | Senior Project Manager

EXPERIENCE

36 Years

EDUCATION

B.S. Civil Engineering, University of Colorado, Boulder (1988)

LICENSES

Professional Engineer: UT # 265161-2203

ABOUT JEFF

Jeff is a senior civil engineer with over 35 years of experience specializing in transportation and utility infrastructure for municipal and private development clients. Jeff served as City Engineer for Salt Lake City and Deputy Chief Engineer for Salt Lake City Public Utilities. In these roles and as a private consultant, Jeff has led or participated in numerous large and small scaled master planning, platting, design, and project delivery efforts. Project types include roadway and bridge, parks and trails, utility and drainage, site development, buildings, and rail. Jeff's expertise in stakeholder outreach, capital planning and budgeting, value engineering and cost estimating will provide value to meeting this project's objectives.

RELEVANT PROJECT EXPERIENCE

- **Salt Lake City Green Loop Library Square Study**
  Concept design which will lead into construction documents. The project is evaluating a reduction of paved surface and travel lanes to accommodate a linear park and other pedestrian modes. Issues to resolve include maintaining access to existing utilities including manholes, lids and valves, maintaining appropriate access for roadway and parks maintenance and operations, park and streetscape lighting, ADA and MS4 compliance

- **Salt Lake Regional Athletic Complex ***
  Directed and supported planning, design and construction of this multi-sports venue comprised of 16 natural grass, sand-based fields. Complex improvements included turf selection for premier fields, administration building and bathroom facilities, parking facilities, field and parking lot lighting, and irrigation systems.

- **Salt Lake City Parks Projects (numerous) ***
  Master planning, budgeting, design and project delivery direction and support for numerous Salt Lake City park and trail projects. A few examples include new soccer fields at Fairmont Park, concession building and field improvements at Riverside Park, Jordan River Trail improvements including a new pedestrian bridge over Union Pacific rails.

**Denotes work completed while employed by Salt Lake City.*

TALISMAN CIVIL CONSULTANTS

ASHLEY LUDWIG PLA ASLA

Ashley is the founder of ABLE. Her work is known for connecting people to place by revealing ecological and cultural narratives within the everyday built environment. With an engaging design approach and a deep respect for technical rigor, Ashley is skilled in leading collaborative teams through complex design processes to transform neglected sites into active public spaces.

SELECTED PROJECTS

CHILOQUIN GREEN SCHOOLYARD Chiloquin, OR, The Trust for Public Land

WARM SPRINGS BALLFIELDS PARK Warm Springs, OR, Confederated Tribes of the Warm Springs Reservation of Oregon

RAINIER COMMUNITY CENTER PLAY AREA Seattle, WA, Seattle Parks and Recreation

MADRAS COMMUNITY SCHOOLYARD Madras, OR, Trust for Public Land

FIRST CREEK PARK Tacoma, WA, The Trust for Public Land

WESTMINSTER PARK Shoreline, WA, Shoreline Parks and Recreation

WEST ECHO LAKE PARK Shoreline, WA, Shoreline Parks and Recreation

SWAN CREEK CONNECTOR Tacoma, WA, The Trust for Public Land

BELLTOWN ROOF TERRACES Seattle, WA, Vitus Properties

MOTHER NATION SPIRIT JOURNEY VILLAGE Seattle, WA, 7 Directions Architects

GRAFFITI PIER Philadelphia, PA, Delaware River Waterfront Corporation

MANDER RECREATION CENTER CAMPUS Philadelphia, PA, Fairmount Park Conservancy

PITTSBURGH SWING BENCH Pittsburgh, PA, City of Pittsburgh

DOMINO PARK Brooklyn, NY, Two Trees Development*

INDIA BASIN SHORELINE PARK San Francisco, CA, San Francisco Rec & Park Department+

HOMEWOOD PARK Pittsburgh, PA, City of Pittsburgh

REGISTRATIONS & AFFILIATIONS

Licensed Landscape Architect
Washington, Oregon

American Society of Landscape Architects, member

Certified Play Safety Inspector

University of Washington Professional Advisory Committee

EDUCATION

University of Pennsylvania
Master in Landscape Architecture

University of Pennsylvania
Bachelor of Arts in Architecture

AWARDS & HONORS

2024 WASLA Honor Award, Oregon Rural Community Schoolyards

2022 ASLA Honor Award, Domino Park, Field Operations

2020 AIA Regional & Urban Design Award, Cornell Tech Campus, Field Operations

2019 WxLA Scholar

2014 National Park Now Competition, Van Alen Institute & National Parks Service, winner

PROFESSIONAL EXPERIENCE

GGN+

Field Operations*

ABLE

BECKY KLEIN PLA ASLA

Becky joined ABLE in 2022 with more than a decade of experience in the design field. Her work is focused on connecting communities to spaces that provide desired program and incorporate and nurture cultural identities, histories, and futures. Becky has an in-depth knowledge of the planning, detailing, and processes integral to realizing complex designs.

SELECTED PROJECTS

RAINIER COMMUNITY CENTER PLAY AREA Seattle, WA, Seattle Parks and Recreation

MOTHER NATION SPIRIT JOURNEY VILLAGE Seattle, WA, 7 Directions Architects

ONTARIO COMMUNITY SCHOOLYARD Ontario, Oregon, Oregon Rural Community Schoolyards Program, The Trust for Public Land, Roundhouse Foundation

MADRAS COMMUNITY SCHOOLYARD Madras, Oregon, Oregon Rural Community Schoolyards Program, The Trust for Public Land, Roundhouse Foundation

WESTMINSTER PARK Shoreline, WA, Shoreline Parks and Recreation

HEADWATERS PAVILION Los Angeles, CA, Los Angeles County Public Works+

LOS ANGELES RIVER MASTER PLAN UPDATE Los Angeles County, CA, Los Angeles County Public Works+

HEADWATERS AREA PROJECT CONCEPT REPORT Los Angeles County, CA, Los Angeles County Public Works+

RIO HONDO CONFLUENCE AREA PROJECT CONCEPT REPORT Los Angeles County, CA, Los Angeles County Public Works+

SELA CULTURAL CENTER South Gate, CA, Rivers and Mountains Conservancy+

NORTHWEST RESILIENCY PARK Hoboken, NJ, City of Hoboken+

NORTH CAMPUS HOUSING Seattle, WA, University of Washington+

REGISTRATIONS & AFFILIATIONS

Licensed Landscape Architect
Pennsylvania

American Society of Landscape Architects

Licensed Architect
Pennsylvania

LEED Accredited Professional
Building Design + Construction

EDUCATION

University of Pennsylvania
Master in
Landscape Architecture
Master in Architecture

University of Virginia
Bachelor of Science in
Architecture
Minor in Architectural History

AWARDS & HONORS

2024 WASLA Honor Award,
Oregon Rural Community
Schoolyards

2011-2012 Anne Fisher Graduate Fellowship, University of Pennsylvania

2011 ASLA PA/DE Chapter Scholarship, University of Pennsylvania

PROFESSIONAL EXPERIENCE

OLIN+

Studio Bryan Hanes*

ABLE

Cost of Elements

FEE PROPOSAL

Redesign of the City of Moab's Center Street Ballpark

11/3/2025

		PERIMETER GEOGRAPHY		ABLE STUDIO			TALISMAN CIVIL CONSULTANTS		
	Discipline	Landscape Architecture & Recreation Planning		Landscape Architecture & Construction Documentation			Engineering		
	Personnel	Dawson	Cost by Task	Ludwig/Klein	Vamos	Cost by Task	Snelling	MacDonald	Cost by Task
	Rate	$ 155.00		$ 185.00	$ 135.00		$ 195.00	$ 175.00	
A	**Project Coordination**								
A.1	Kickoff Meeting and Site Visit	16	$ 2,480.00	8		$ 1,480.00	4	4	$ 1,480.00
A.2	Bi-Weekly Client Team Meetings	26	$ 4,030.00	12		$ 2,220.00	12		$ 2,340.00
A.3	Team Management, Invoicing, Administration	40	$ 6,200.00	6		$ 1,110.00	8		$ 1,560.00
	> Notes: Includes monthly progress reports.								
	Task Total	**82**	**$ 12,710.00**	**26**		**$ 4,810.00**	**24**		**$ 5,380.00**
B	**Site Analysis and Assessment**								
B.1	Background Information and Existing Data Review	16	$ 2,480.00	2	6	$ 1,180.00	2	8	$ 1,790.00
B.2	Opportunities and Constraints Analysis	20	$ 3,100.00	2	4	$ 910.00	4	4	$ 1,480.00
B.3	Park Scale and Program Studies	16	$ 2,480.00	2	4	$ 910.00	2		$ 390.00
B.4	Needs Assessment and Community Program Priorities	16	$ 2,480.00			$ -	4		$ 780.00
B.5	Preliminary Conceptual Alternatives Diagrams	20	$ 3,100.00	2	16	$ 2,530.00	2	4	$ 1,090.00
	> Notes:								
	Task Total	**88**	**$ 13,640.00**	**8**		**$ 5,530.00**	**14**		**$ 5,530.00**
C	**Community Engagement**								
C.1	One Site Walk & Talk with Project Team and Advisory Stakeholders	8	$ 1,240.00			$ -			$ -
C.2	Advisory Stakeholder Meetings (up to 5)	12	$ 1,860.00		5	$ 675.00	5		$ 975.00
C.3	Two Community Events (in the park)	60	$ 9,300.00	8	8	$ 2,560.00			$ -
C.4	Online Survey (create and manage, compile results)	32	$ 4,960.00	1	6	$ 995.00	1		$ 195.00
	> Notes: If possible, align engagement events with existing community programming / fairs / festivals.								
	Task Total	**112**	**$ 17,360.00**	**9**		**$ 4,230.00**	**6**		**$ 1,170.00**
D	**Alternatives Refinements and Draft Action Plan**								
D.1	Advance conceptual alternatvies	40	$ 6,200.00	8	36	$ 6,340.00	4	4	$ 1,480.00
D.2	Preliminary Cost Estimates for each alternative	4	$ 620.00	2		$ 370.00	2	16	$ 3,190.00
D.3	Selection of preferred alternative, create illustrative site plan and design diagrams	12	$ 1,860.00			$ -	2		$ 390.00
D.4	Draft Action Plan Document & Stakeholder Check-in	32	$ 4,960.00	4	20	$ 3,440.00	4		$ 780.00
	> Notes: 3D renderings available as additional service.								
	Task Total	**88**	**$ 13,640.00**	**14**		**$ 10,150.00**	**12**		**$ 5,840.00**
E	**Final Action Plan**								
E.1	Incorporate feedback and develop preferred conceptual alternative	16	$ 2,480.00	2	8	$ 1,450.00	2	8	$ 1,790.00
E.2	Refined cost estimate for preferred concept	4	$ 620.00	2		$ 370.00	2	4	$ 1,090.00
E.3	Implementation and permitting strategy	8	$ 1,240.00	2		$ 370.00	4		$ 780.00
E.4	Final Action Plan Document and Presentation	24	$ 3,720.00	2	8	$ 1,450.00	4	4	$ 1,480.00
	> Notes: Presentation date and format to be determined with input from client team.								
	Task Total	**52**	**$ 8,060.00**	**8**		**$ 3,640.00**	**12**		**$ 5,140.00**
F	**Schematic Design**								
F.1	Produce schematic design drawing package	48	$ 7,440.00	10	20	$ 4,550.00	8	40	$ 8,560.00
F.2	Detemine additional technical disciplines needed	8	$ 1,240.00			$ -	2		$ 390.00
F.3	Develop final project construction budget	8	$ 1,240.00	2		$ 370.00	4	8	$ 2,180.00
	> Notes: Discuss mobilization for construction documentation phase ahead of final submission.								
	Task Total	**64**	**$ 9,920.00**	**12**		**$ 4,920.00**	**14**		**$ 11,130.00**
	Total Hours	**486**		**77**			**82**		
	Reimbursables (Mileage / Travel / Printing / Field Equipment) 5%		**$ 3,766.50**			**$ 1,664.00**			**$ 1,709.50**
	TOTAL		**$ 79,096.50**			**$ 34,944.00**			**$ 35,899.50**

GRAND TOTAL	**$ 149,940.00**

MOAB CITY COUNCIL AGENDA January 27th 2026

TITLE: Design and Installation of Water and Sewer Facility Supervisory Control and Data Acquisition (SCADA) System Contract Award

DISPOSITION: Discussion and possible action

PRESENTER/S: Didar Charles, Assistant City Engineer

ATTACHMENT/S: Attachment 1 – RFP Proposal, Attachment 2 –Scope and Cost,

Attachment 3 – Contract

STAFF RECOMMENDATION: Staff recommend award of the contract for the Design and Installation of Water and Sewer Facility Supervisory Control and Data Acquisition (SCADA) System to SKM Engineering, Inc in the amount of $434,025.00

SUMMARY:

Supervisory Control and Data Acquisition (SCADA) is a monitoring and control system used by water and sewer utilities to track facility operations in real time. SCADA allows staff to remotely view and manage equipment such as water tanks, pumps, wells, lift stations, and treatment processes. It provides alarms, data trends, and system status so operators can respond quickly to issues and keep services running reliably.

The City's current SCADA system is outdated and no longer functioning as intended. It does not provide reliable data, many components are unsupported, and staff cannot see system conditions from a single, integrated platform. This limits our ability to monitor performance, respond to equipment failures, and ensure regulatory compliance.

The proposed SCADA upgrade will give the City a modern system that shows all water and sewer facilities in one place. Operators will be able to monitor tank levels, pump performance, flow rates, system pressures, and alarm conditions in real time. The new system will also improve data logging for reporting, enhance cybersecurity, and reduce staff time spent manually checking sites.

The City advertised an RFP for the Design and Installation of Water and Sewer Facility Supervisory Control and Data Acquisition (SCADA) System and received six proposals. A four-member review committee evaluated the submissions and invited two firms for interviews. Following the interviews, SKM was selected as the preferred consultant.

Proposed Motion: "I move to award the contract for the Design and Installation of Water and Sewer Facility Supervisory Control and Data Acquisition (SCADA) System to SKM Engineering, in the amount of $434,025.00and authorize the Mayor to sign the agreement"

RELEVANT LAWS, STUDIES & PLANS: N/A

RESPONSIBLE DEPARTMENT: Public Utilities

FINANCIAL IMPACT: Funding for this project is from the sanitary sewer enterprise fund. The original project budget was $500,000.00, and the selected proposal is within the budget.

skm

save time — save energy — save money

Statement of Qualifications

City of Moab Design and Installation of SCADA Services for Water and Sewer Facilities

August 21, 2025

Electrical

Instrumentation

Controls

SCADA

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Section 2 Project Approach and Team

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SECTION 1 INTRODUCTORY LETTER

skm

save time - save energy - save money

Sommar Johnson, City Recorder
City of Moab
217 Center Street
Moab, UT 84532

August 14, 2025

RE: Section 1 - Introductory Letter
Design and Installation of SCADA System for Water and Sewer Facilities

Dear Sommar Johnson:

On behalf of SKM Engineering (SKM), I am pleased to submit our letter of interest for the City of Moab's Design and Installation of SCADA System for Water and Sewer Facilities project.

SKM acknowledges receipt of Addendum No.1 issued on July 17, 2025, Addendum No. 2 issued on August 5, 2025, and Addendum No. 3 issued August 20, 2025.

Firm Qualifications

SKM has a proven track record of delivering secure, reliable, and expandable SCADA solutions for municipal water and wastewater utilities across the region. We have a strong history of supporting communities throughout Southeast Utah, including successful infrastructure projects in Confluence Park, Blanding, and Mexican Hat, demonstrating our commitment to responsive service and regionally informed engineering solutions. Our team comprises licensed professional engineers, certified automation professionals, and experienced control systems integrators. We have four controls engineers based in Utah County as well as an additional ten in Salt Lake and Davis counties.

We have implemented SCADA systems hosted on virtual platforms with web-based access, and we excel in multi-protocol environments including Modbus, BACnet, and Ethernet/IP. Our solutions conform with CISA cybersecurity standards, where required (many times we don't meet their model based on infrastructure that clients have and is out of our control so I like to have the "where required") ensure high system availability through redundant server and UPS configurations, and are built with open architecture hardware and non-proprietary software to ensure longevity and scalability. We place strong emphasis on lifecycle support, from concept design to commissioning, and through long-term maintenance and user training.

Project Understanding & Approach

We understand that the City aims to establish a centralized SCADA infrastructure that unifies water and sewer monitoring and control systems, with a focus on centralized data communications and alarming, historical data collection and analytics, a scalable platform for future integration of stormwater, camera, and facility monitoring systems, and a robust approach to security and data protection.

Our approach will be customized to align with these goals and will include: a comprehensive Management Plan detailing the project schedule, roles, and phasing; open-architecture hardware and non-proprietary software that fulfill all technical and cybersecurity requirements; complete design documentation, fabrication, and system integration with formal acceptance testing; and robust operator training along with long-term support, including 24/7 emergency response and routine system updates.

The primary point of contact for this proposal is:

L. Allen Rogers, P.E., Principal
533 West 2600 South, Ste. 25, Bountiful, UT 84010
Office: 801.683.3765 | Mobile: 801.497.6847
Email: allen.rogers@skmeng.com

We appreciate your consideration, please do not hesitate to contact us with any questions or to request additional information.

Sincerely,

L. Allen Rogers, P.E. — Principal

SECTION 2 PROJECT APPROACH AND TEAM

PROJECT APPROACH

SKM understands SCADA (Supervisory Control and Data Acquisition) systems are critical components of operations, allowing our clients to monitor, control, and optimize their processes. Designing and maintaining SCADA systems requires a comprehensive approach and a well-defined philosophy to ensure their reliability, security, and effectiveness.

Based on the RFP documentation and discussions during the walkthrough we are suggesting the following approach and have based our pricing off this approach:

- We would like to meet as soon as feasible if we have the pleasure of being awarded the job. There are a lot of hardware, software and programming options and each have their own pros and cons. We would like to discuss with City Staff each of those options. The following is a sample of some of the items we would like to discuss:
    - PLC Hardware: We prefer to use Allen-Bradley or Modicon PLCs and would like to discuss the differences. We can use other brands as well, but have found these two to be the most reliable.
    - HMI/SCADA Software: As with PLC hardware we also have some preferences here. We would prefer to use Ignition by Inductive Automation or VTSCada by Trihedral. There are other packages as well that can be discussed.
    - Communications: During the walkthrough it was noted that City Staff would like to move to cellular vs the high bandwidth radios currently in use. Primary reasons for this were to avoid communication outages and bottlenecks while also eliminating unintentional lightning rods. We would like to evaluate each site with regards to cellular and other communication options.
    - Overall system programming – apart from regular operations of the system evaluate other options that can be done to benefit the city. Examples being automated reporting, time of day operation with Rocky Mountain Power rates, water auditing, automatic reporting to CMMS systems.
- After making decisions on direction and cost we would design the system, procure equipment, and any necessary licenses.
- Fabrication of any panel work would take place as well as programming the HMI and PLCs. We want to have the system programmed completely before we come and install it. During this phase we would involve city staff and design the HMI pages to fit your specific goals and needs.
- Installation would occur based on the schedule agreed upon with city staff and SKM. We would utilize A&E Electric for any electrical scope of the project. There are basically two approaches to installation. Rip off the bandaid as fast as possible or slowly tear it off to minimize pain. Both approaches will come with some pain.
    - Ripping off as fast as possible would entail an intense few weeks while we move through and install everything as quickly as possible and will include doing several sites at the same time as multiple teams move through.
    - The slower approach would be a more measured installation of a few sites at a time

done sequentially. This allows for more time to verify operations with city staff before moving onto another site. The downside is it means operating two systems in parallel for a longer amount of time and at times would require running some wells manually for a time period.

As we design our systems we do so with the following philosophy:

- Non-Proprietary: SKM believes in open systems. We are proud of our work and also the fact that we do not utilize any proprietary software or hardware. We want our customers to utilize us because we bring value, not because they are stuck. If we aren't living up to expectations our clients can hire another integrator to take our place without having to replace any hardware or software.
- Security Considerations: Security is paramount in SCADA systems. Implement strong authentication mechanisms, encryption protocols, and access controls to prevent unauthorized access. Regular security audits and updates are crucial.
- Communication Protocols: Working with the client to select the appropriate communication protocols that align with the operational requirements and network infrastructure. Common protocols include Ethernet/IP, Modbus, OPC, DNP3, and MQTT.
- Scalability and Futureproofing: SKM designs systems with scalability in mind to accommodate future expansion and technological advancements.
- Training and Documentation: Provide comprehensive training for operators and maintenance personnel to ensure they are proficient in using and troubleshooting the SCADA system. Maintain up-to-date documentation for all system components and configurations.
- Regular Maintenance and Updates: Establish a routine maintenance schedule to perform updates, patches, and preventive maintenance. Regularly monitor system performance and address any anomalies promptly.
- Disaster Recovery and Backup: Develop a robust disaster recovery plan that includes regular data backups, off-site storage, and procedures for restoring operations in case of system failures.
- Compliance and Regulations: Ensure that the SCADA system adheres to relevant industry standards, regulations, and cybersecurity best practices.
- On-Call Support: SKM provides a group of professionals that are available for our clients to utilize when issues or emergencies occur. Our large staff of controls engineers provides peace of mind and ensures that response time will be short. Our programming standards and documentation allow each of our staff to be able to provide the support needed.
- Collaboration and Feedback: Foster collaboration between SCADA designers, operators, and maintenance engineers. Encourage feedback loops to continuously improve the system based on real-world usage.
- Continuous Improvement: SKM embraces a philosophy of continuous improvement. We work with our clients to regularly assess system performance, gather feedback, and implement enhancements to optimize operations further.

SCADA systems are not static entities; they evolve with technology and operational changes. Therefore, an adaptive and forward-looking approach is essential for upgrades and maintaining effective SCADA systems.

QUALIFICATIONS OF PROJECT TEAM

Our project organization for the The City of Moab project is structured to facilitate the successful implementation of SCADA systems. This structured organization guarantees that each project aspect is addressed by experts, contributing to a successful SCADA system implementation, with the flexibility to adapt based on specific project needs and scale.

Principal In-Charge
L. Allen Rogers, PE

Quality Assurance / Quality Control
Ryan Pack, PE

Engineering
Mark Taylor
SCADA Engineer

Network Engineering
James Duggar

PLC Programming
Tovey Ashby
William "Huck" Fenn
Doug Biglar
Staff Engineers

Database Engineer
David Miller

HMI Designers
Daniel Leavitt
Design Lead & Graphics

Consultants
A&C Electrical
Ron XX

UL 508A Panel Shop
Electro Power Utah
Todd Chase
Shannon Schwartz

City of Moab Design and Installation of SCADA Services for Water and Sewer Facilities

The success of this project depends on the expertise, responsiveness, and collaboration of the project team. Our key personnel bring deep technical knowledge and decades of combined experience in engineering design, control systems, SCADA integration, and project delivery for water and wastewater infrastructure. Each team member plays a critical role in ensuring quality, efficiency, and alignment with the City's goals and technical requirements. The following summaries highlight the qualifications, relevant experience, and specific responsibilities of our proposed project team.

L. Allen Rogers, P.E. — Principal

Mr. Rogers is an experienced engineer and designer specializing in electrical systems, control systems, telemetry, and SCADA. He has contributed to the design, programming, startup, and maintenance of numerous projects involving source water, water treatment, wastewater collection, and wastewater treatment facilities. He has extensive hands-on experience with a variety of programmable logic controllers (PLCs), including Allen-Bradley, Control Microsystems, and Modicon. His proficiency also extends to a range of operator interface platforms such as Allen-Bradley, C-More, and Maple, as well as GE Fanuc iFIX (Intellution) HMI software. Throughout his career, he has supported the implementation of new systems, the replacement of legacy systems, and the expansion of existing infrastructure—bringing a practical, systems-oriented approach to every phase of a project

Education:

BS Electrical Engineering
University of Utah, 2010

Professional Engineer:

UT, OR

Mark Taylor — Principal | Senior Controls Engineer

Mr. Taylor is a controls engineer with experience in source water, irrigation, water treatment, wastewater collection, and wastewater treatment. In each of these areas, he has been responsible for SCADA system design and programming, project management, implementation, commissioning, and maintenance. Mr. Taylor has also been responsible for operator coordination, training, and support. He has designed and installed new systems, replaced old systems, and expanded existing control systems. Mr. Taylor has worked with communications networks including radio, fiberoptic, ethernet, and serial.

Education:

B.S. Electronics Engineering Technology, Weber State University, 2002

Tovey Ashby — Principal | Senior Programmer

Mr. Ashby is a senior programmer with experience in control system design, integration, and support. His experience includes source water, irrigation, water treatment, wastewater collection, and wastewater treatment. He has been responsible for the SCADA system programming, implementation, commissioning, and maintenance. Mr. Ashby has also been on the forefront of developing programming standards implemented across SKM to help streamline project development and reduce programming bugs. This includes custom function blocks for repeatable code used in many systems and templates for HMI/SCADA systems software.

Education:

A.S. Electrical Automation and Robotics Technology, Utah Valley University, 2004
B.S. Technology Management, Utah Valley University, 2006

William "Huck" Fenn — Lead Programmer

Mr. Fenn is a project manager / senior controls engineer with significant experience with water treatment facilities. He is an expert at motor control, PLC's, HMI's and system communications. He has setup, calibrated and maintained all types of instrumentation found in a typical water and wastewater facility. He has overseen installation of equipment, testing activities as well as startup and commissioning activities. He understands and can write process flow diagrams and control narratives in order to integrate them into a PLC/control system. Mr. Fenn has vast experience with power distribution and motor controls including variable frequency drives and soft starters. He is able manage projects and clients.

Doug Biglar — Controls Engineer

Mr. Bigler is a Controls Engineer with 20 years experience, 2 with SKM and 18 in industrial metals refining/ mining. With a background in controls and project engineering, Doug has designed, programmed and implemented SCADA, PLC, HMI systems to meet customer needs. In addition to electrical controls, Doug has experience in industrial ventilation and mechanical design including, safety systems, environmental requirements, process controls, cost reduction, lean manufacturing.

David Miller — Database and Reporting

Mr. Miller has two years of experience with SKM as a Controls Engineer, a total of 5 years of experience working on SCADA systems in both water treatment and natural gas industries, and over 20 years of experience in database development, software engineering, and software systems integration. At SKM David is responsible for developing and maintaining customized reports that clients use for regulatory compliance and reporting as well as giving them day to day insight into their system operations and performance. This includes work in developing and implementing customized modules based on the needs of individual systems as well as troubleshooting and maintenance both on systems that he has developed as well as legacy databases, reports, custom modules, and SCADA system interfaces for a wide array of clients.

Education:

B.S. Computer Science, Utah State University, 2003
M.S. Instructional Technology, Utah State University, 2005

Chris Scott — Controls Engineer

Mr. Scott has 8 years of experience with SKM as a Controls Engineer. Chris is responsible for design and implementation of high efficient SCADA systems and program PLC Controls. Chris has experience with many different types of PLCs from the leading manufacturers including Allen Bradly, GE, and Schnider. He also has electrical experience wiring and troubleshooting motors, valves, and sensors. Chris also configures and implements radio networks to tie all distant water sites into a single SCADA system.

Education:

Manufacturing Engineering, B.S. - Arizona State University, 2017

SECTION 3 PROJECT EXPERIENCE AND REFERENCES

PROJECT EXPERIENCE

SKM Engineering (SKM) has a proven track record of successfully delivering projects of similar type and size, our proposal showcases our expertise and commitment to excellence. Our qualifications and capabilities position us as a reliable partner to perform the work for The City with precision and efficiency.

Our approach involves the facilitation of collaborative workshops with the District, allowing for a comprehensive understanding of project execution requirements and standards. This collaborative effort ensures that the delivered solutions align seamlessly with the unique needs and objectives of the project.

We possess extensive experience in working with Rockwell-based PLC and SCADA platforms, as well as similar software systems including Inductive Automation Ignition. Our proficiency extends to HMI screen development, where we excel in creating intuitive and user-friendly interfaces. Additionally, our expertise encompasses historian configuration, trending, and reporting development, providing valuable insights for informed decision-making.

Developing a robust alarm philosophy and configuring an effective alarming system is a core strength of our team. We understand the critical role that communication plays in in-plant Ethernet networks, and we have a proven track record of implementing reliable and secure communication solutions.

Our commitment to operational continuity is evident in our ability to maintain plant operations during construction, testing, and commissioning phases. We have performed multiple SCADA upgrades and have worked successfully with operations to cut over the control systems maintaining operability. We prioritize the seamless integration of new systems while ensuring minimal disruptions to ongoing plant activities.

System documentation and training are integral components of our service delivery. We take pride in developing comprehensive documentation that serves as a valuable resource for future reference and training programs that empower your team to operate and maintain the implemented systems effectively. This includes Drawings, programs, software backups and operation documentation.

For the SCADA Security Integrator role, the following experience will demonstrate our strong background in similar environments with a commitment to adopting ISA-62443 standards. Our team has the ability to develop rigorous testing protocols to ensure the security of the SCADA system. Furthermore, our expertise extends to crafting cybersecurity incident response plans, showcasing our dedication to preemptive and responsive cybersecurity measures. We have on staff network engineers to aid with this effort.

In summary, SKM brings a wealth of experience, technical proficiency, and a collaborative approach to ensure the successful delivery of projects while prioritizing security, reliability, and operational excellence.

Mountain Regional Water Special Service District, Utah

SCADA System Integration and Optimization

Mountain Regional Water was formed to consolidate several smaller water systems into a unified district. In 2002 SKM led the modernization of their infrastructure by retrofitting over 55 remote sites and a water treatment plant with SCADAPack RTUs, touch screen HMIs, motion-detection security, and full monitoring and control capabilities. Communication was established using MDS radios, and solar power was deployed at remote tank sites with up to seven days of autonomy.

In 2012, SKM worked with Mountain Regional to define upgrade criteria, ultimately retaining the existing hardware platform to reduce costs. Over two years, SKM delivered a turn-key solution including hardware, installation, programming, and training.

A major focus was energy efficiency—logic changes enabled rate structure adjustments that offset the cost of the upgrade. Additional programming improvements, such as mass balance leak detection, have continued to deliver operational savings.

SKM has provided ongoing maintenance and upgrades since 2002 and was honored with the 2017 Firebrand Award at the 2018 Inductive Automation Conference for innovation in SCADA deployment.

Details

Owner: Mountain Regional Water Special Service District
Reference: Chris Braun
Contact: (435) 640-1682 | E: cbraun@mtnregional.org
Location: Park City, Utah
Timeline: 2002 (active)
Current Maintenance Contract

Features

SCADA	Implementation	Remote Sites
Allen Bradley PLCs	MDS Radios	Motion Detection SecurityMtn

Park City Water SCADA System Upgrade

Park City has been a valued client, and we have proudly provided SCADA support since the initial implementation of their upgraded control system. Prior to the project, the City faced significant operational challenges, managing three disparate control systems across their water department. These legacy systems, coupled with outdated equipment, were no longer meeting the City's growing needs for reliable control and data acquisition.

Recognizing the urgency, SKM partnered with Carollo Engineers to design and implement a modern, unified control system using a design-build approach. The result was a state-of-the-art solution that integrated 70 remote sites and two full-scale water treatment plants into a single, cohesive platform.

The new system leveraged industry-leading technologies, including:

- Ignition software for SCADA visualization and control,
- Allen-Bradley hardware for robust automation,
- A Cisco-based network infrastructure, and
- A Radwin radio system for reliable wireless communication.

Construction and integration were carefully phased over a six-month period, ensuring a seamless transition with zero downtime. This approach allowed the City to maintain uninterrupted operations, even during peak demand seasons, while significantly enhancing system reliability, visibility, and control.

Details

Owner: Park City Municipal Corporation
Reference: Isaac Kersner, Water Distribution Manager
Contact: (801) 725-5331| E: isaac.kershner@parkcity.org
Location: Park City, Utah
Timeline: 2015 - Current Maintenance Contract

Features

Electrical | Instrumentation | Controls | SCADA

Ignition	Allen-Bradley	Cisco
Radwin Radio	70 Remote Sites	Integration

City of Moab Design and Installation of SCADA Services for Water and Sewer Facilities

Two Customers See Big Improvements, Can Share Data

https://inductiveautomation.com/resources/customerproject/two-customers-see-big-improvements-can-share-data

Project Scope

Mountain Regional Water District (MRW):

- ✓ 65,000 tags
- ✓ 52 devices (40 SCADA Packs, 3 AB Logix PLCs, 9 Modbus Ethernet IO Units)
- ✓ Up to 15 clients at a time
- ✓ Redundant Architecture
- ✓ MSSQL DB
- ✓ 4,000 configured alarms
- ✓ 3,000 historicized data points
- ✓ 25 main screens, 120 pop-ups

Park City:

- ✓ 135,000 tags
- ✓ 103 devices (60 radios, 37 AB Logix Series PLCs, 5 Modbus devices)
- ✓ Up to 20 clients at a time
- ✓ Redundant Architecture with fallback
- ✓ MSSQL Cluster DB
- ✓ 6,000 configured alarms
- ✓ 5,000 historicized tags
- ✓ 35 main screens, 150 pop-ups

Project Overview: This project was done for two separate organizations that work together on several activities. A key feature of the project was setting up a system whereby the two entities can share data. The main part of the project was a SCADA upgrade for both.

Problem: The Mountain Regional Water District (MRW) and the city of Park City both wanted to improve their HMI/SCADA systems. Each was seeking a more reliable and robust HMI that could provide good data visibility, alarming, and expandability at an affordable cost. Further on in the project, there became a greater need to share data between the two entities and run automated reports.

Solution: Ignition provided numerous features at a low cost. It provided the ability to do things that would have been impossible in other software platforms.

MRW was the first to do an upgrade. MRW was impressed with the features of Ignition and decided to use it after becoming tired of the licensing model and lack of feature improvements in its existing software.

SKM streamlined the process using the templates and custom UDTs to bring more data to the front. MRW's original project had 5,000 tags and the new project has 65,000. SKM took operators from looking through a peephole into their system to having a nice bay window in about the same time it would have taken to create the 5,000-tag system in the other software.

By this time, the district was having new ideas on how to best use this data to optimize operations. MRW began using Ignition to monitor and optimize energy consumption, track efficiencies, and find water leaks before they became large or were called in. The project was able to pay for itself in a few years due to the savings created by the new levels of data and the added control.

City of Moab Design and Installation of SCADA Services for Water and Sewer Facilities

Around the completion of the MRW project, Park City was looking to upgrade its existing system as well. Like MRW, Park City was impressed by the feature set and the database-friendly approach of Ignition. Also, the low cost was appealing. One of Park City's long-term goals is to integrate its HMI/SCADA system with its Maintenance Management Software and Automatic Metering systems. MRW was also a strong proponent at this point and was very open with Park City about its own project and experiences.

With Ignition in place, Park City has a much larger view into its system. The city went from 10,000 tags to 135,000. Project requirements included the ability to run automated state reports. These reports had to be in Excel notebooks in a set format. While the reporting module in Ignition is a great and powerful tool, there was no way to create these reports in a streamlined fashion from the native reporting tool. Rather than having to say, "the software can't do that," SKM created a module. With the Apache POI and some assistance from Travis Cox at Inductive Automation, SKM made the new module with scripting extensions to run these reports. The reports run with the scheduler of the reporting module — and save the city's operations staff days each month.

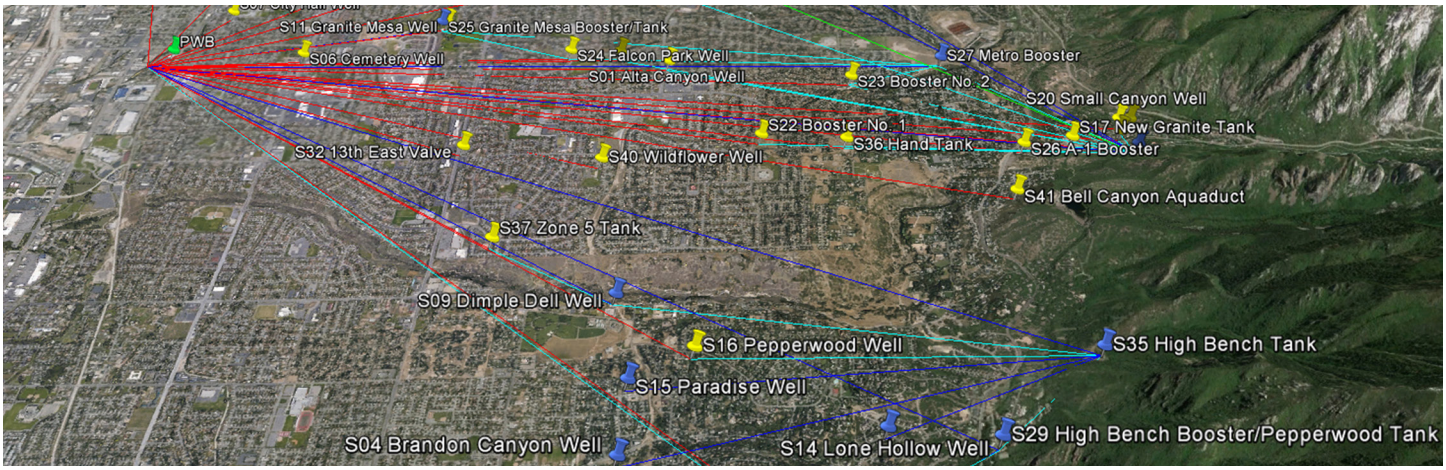
The Park City project used radios that could be monitored over SNMP. Once again, this was not something that Ignition does natively, but SKM was able to use a module created by Kymera Systems to accomplish the task.

MRW and Park City share ownership in some large assets and water sources, including a large pump station. The pump station is operated by MRW. Also at the site is a water quality station that is operated and maintained by Park City. Each organization wanted to see the other's data, as it was fairly critical to both operations. Once again, Ignition was the solution. Using the Web Dev Module, each organization serves up a JSON with pertinent data that is read in by the other organization's servers.

Results

The biggest result was two satisfied customers. Both organizations saw several benefits. There are future plans at both — including integration into other systems and the addition of more physical IO. A big benefit is that neither entity will have to go back to Inductive Automation and pay more money to work on their future projects. And SKM is seeing more users at both organizations getting engaged with Ignition and creating their own screens — with help from SKM and Inductive University.

SCADA System Implementation and Long-Term Maintenance



Since 2004, SKM has partnered with Sandy City to deliver and maintain a comprehensive Supervisory Control and Data Acquisition (SCADA) system for its municipal water and storm water infrastructure. The system, initially completed in 2005, replaced an outdated tone telemetry network with a modern solution using Allen-Bradley PLCs, MDS radios, and Intellution iFIX/iHistorian for HMI and data management.

Key highlights include:

- Integration of 39 remote sites (tanks, boosters, wells) into the SCADA network.
- Ongoing maintenance and support under a long-term contract since 2004.
- 2016 HMI upgrade to enhance visualization and control for both water and storm water systems.
- Continuous system expansions and improvements, including the addition of a storm water system.

This long-standing collaboration has significantly improved operational efficiency, system reliability, and data visibility for Sandy City's water infrastructure.

Details

Owner: Sandy City
Reference: Scott Ellis, Operations Manager
Contact: (801) 568-7193
Location: Sandy, Utah
Timeline: 2004 (active)
Current Maintenance Contract

Features

SCADA	Implementation	Remote Sites
Allen Bradley PLCs	MDS Radios	iFix/iHistorian

Salt Lake City, Utah

Parley's Water Treatment SCADA & Controls Upgrade

SKM has been providing engineering services for the Parleys Water Treatment Plant, focusing on modernizing its electrical, instrumentation, and control systems. The project includes:

- PLC panel design and installation, now fully completed.
- New HMI system, successfully started up and commissioned.
- Chemical system upgrades, including Ferric Chloride and Sodium Permanganate dosing systems.
- Upstream fiber optic network design to connect remote reservoirs and facilities.

Key highlights include:

- System Planning & Programming
- Integration & Hardware Manufacturing
- Installation & Commissioning
- Consulting & Implementation

This comprehensive upgrade enhances operational efficiency, monitoring capabilities, and long-term reliability for the plant and its connected infrastructure.

Details

Owner: Salt Lake City
Reference: Jamey West
Contact: (801) 799-4083 | E: jameywest@slcgov.com
Location: Salt Lake City, Utah
Cost: $1.5 Million
Timeline: 2020

Features

System Planning	Integration	Hardware Manufacturing
Installation	Startup	Commissioning

Park City, UT

Three Kings Water Treatment Plant Programming

The Three Kings WTP located in Park City was a replacement of the existing Spiro WTP. The plant was built to satisfy growing demand in the basin and stricter regulatory requirements on treating metals from the mine tunnels. The plant consisted of several processes including floc/sed, filter vessels, adsorbers, UV and solids handling. SKM provided all the instrumentation, SCADA/PLC networking equipment, PLC panels, HMI software and programming for the process systems.

Highlights of the project include:

- Connected IO – the majority of the IO in the project was brought in through Ethernet or Profibus providing more insight and digital data from instrumentation.
- Island Mode – While normally the plant is connected to the rest of the city SCADA system the plant can operate independently if disconnected from the rest of the city network.
- Chemical Budgeting – Programming was put in place to help manage chemical costs giving the end user significant insight and control into chemical usage.
- Allen-Bradley ControlLogix PLCs with Ignition software provided a powerful platform to provide controls and visualization for the end user.

Details

Owner: Park City Municipal Corporation
Reference: Eric Williams
Contact: P: (435) 640-8091 | E: ewilliams@parkcity.org
Location: Park City, Utah
Cost: $2.8 Million
Timeline: 12/3/2019 – 6/30/24

Features

HMI Software	Instrumentation	SCADA/PLC
Allen-Bradley PLCs	Ignition Software	Programming

SECTION 4 COST ANALYSIS

SECTION 4 COST ANALYSES

Introduction

We have included a range of pricing to give an idea of expected system cost. The range varies greatly depending on the options and hardware the city ultimately decides to use. While the project cost shows "Low End" and "High End" rest assured that even our "Low End" of the range will be a completely functional system with high quality parts and programming. As a quick example of the difference between the Low and High range of prices we can look at a tank sight and a well house on solar and well site.

For the tank site the lower cost option would be a replace in kind of the IO module. A new module would be installed and utilize the existing solar, battery, radio and cabinet. The higher cost option would be a totally new cabinet and new solar system. A medium cost option would be utilizing cellular that may require an upsize or replacement of the existing solar while still using the existing enclosure. This would all be covered in the initial system design and we would walk through each site and go over the pros and cons of all the options.

For the well site the low cost would also include a rip and replace of the controller and power supplies in the existing cabinet. A new controller, cell modem, power supply and network equipment would be installed in the box. The programming would be on the simpler end, but fully functional. The high end cost would be a completely new cabinet build replacing the entire existing cabinet along with a larger touchscreen, more room for expansion and more bells and whistles in the programming like on peak/off peak pumping coordination. In the middle of the cost range would be a pre-wired backpanel swap instead of whole cabinet, but much cleaner than an in place replacement.

Every approach has its pros and cons and needs to be weighed on benefits to capital expenditures and ongoing operational expenditures.

Capital Cost

Site Name	Low End Cost	High End of Cost
Mountain View Tank	$2,000.00	$8,000.00
Old City Park	$16,000.00	$22,000.00
Power House Tank	$2,000.00	$8,000.00
Pump 10	$18,000.00	$28,000.00
Pump 6	$18,000.00	$28,000.00
Pump 7	$18,000.00	$28,000.00
Skakel Tank	$2,000.00	$8,000.00
Skakel Well	$20,000.00	$32,000.00
Spring Box 3	$2,000.00	$8,000.00
White CL2	$16,000.00	$22,000.00
Spring Box 1	$2,000.00	$8,000.00
Pump 12	$20,000.00	$30,000.00
Lionsback LS	$23,000.00	$33,000.00
North Trunk Lift Station	$23,000.00	$33,000.00

Lionsback Tank	$2,000.00	$8,000.00
Lionsback Lower Booster	$21,000.00	$32,000.00
Williams Way Lift Station	$23,000.00	$33,000.00
Spring 2	$2,000.00	$8,000.00
Lionsback Upper Booster	$21,000.00	$32,000.00
SCADA Software	$18,000.00	$30,000.00
HMI Programming	$30,000.00	$80,000.00
Misc Computer Hardware (CCW, etc)	$3,500.00	$8,000.00
Initial System Consultation and Design	$15,000.00	$15,000.00
Total	$317,500.00	$542,000.00

Operating Cost

The operating costs listed in the below table are estimated costs. In reality none of them are mandatory. It is what we would suggest to keep systems patched and up to date, but frequencies can be adjusted to lower or increase costs. All hardware comes with a one year warranty except the power supplies that have a ten year warranty. All our code/programming also comes with a one year warranty where we will correct any issues that may come up. Our 2025 hourly billing rates are provided on the following page that would be used for support.

Ongoing Cost	Low End	High End
Software Support/License Cost Annual	$3,000.00	$6,000.00
Controller Replacement Cost	$2,000.00	$3,500.00
Telephone/VPN/Onsite same hourly rate if not warranty issues.		
After Hours Support is time and a half.		
UPS Battery Replacements for all UPS Systems Every Two years	$1,500.00	$2,000.00
Recommended Software and OS Up-dates for Security Annual Cost	$3,500.00	$5,200.00

Other Life Cycle Costs

Expected Life Cycle of Systems	
Controller and IO Modules	10-15 years
Power Supply Equipment	10 years
Touchscreens	5-10 years
Network and Cellular Equipment	5-7 years
Servers	5 years

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Electrical & Controls Engineering
2025 Hourly Billing Rates

Labor Category	Rate
Electrical Principal Engineer	$235
Electrical Engineer III	$215
Electrical Engineer II	$195
Electrical Engineer I	$170
CAD Designer/Manager	$160
CAD Designer III	$150
CAD Designer II	$140
CAD Designer I	$120
Controls Project Manager	$205
Controls Engineer III	$195
Controls Engineer II	$180
Controls Engineer I	$155
Electrical Transmission Engineer	$225
Administrative	$100

Reimbursable Expenses Schedule:
Additional expenses will be handled in the following manner:

Mileage:	IRS per mile rate for vehicles not rented
Sub-Consultants:	Pass through at cost, no mark-up
Equipment Costs:	Billed at cost plus 10% markup

SECTION 5 RESUMES

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Allen Rogers, P.E. - Principal

(801) 683-3765 - allen.rogers@skmeng.com

Mr. Rogers a principal engineer is a programmer and designer with experience in electrical design, control systems, and Telemetry and SCADA systems. Mr. Rogers has assisted in the design, programming, startup and maintenance on several source water, water treatment, wastewater collection, and wastewater treatment projects. Mr. Rogers has experience with many different aspects of SCADA systems. He has worked with many different programmable logic controllers including Allen Bradley, Control Microsystems, and Modicon. He has used many different operator interfaces including Allen Bradley, C-More, and Maple. He has experience with GE Fanuc iFix (Intellution) HMI software. Mr. Rogers has worked with several different communication systems including radio, Ethernet, serial, and proprietary communication systems. Mr. Rogers has also assisted in several path studies using licensed and unlicensed radios.

Work Experience

19 Years

Education

BS Electrical Engineering
University of Utah, 2010

Registration

Professional Engineer:

Utah

Specialties

- Programming
- Project Management
- Design
- Electrical Design, Control
- Systems, Telemetry and SCADA
- systems
- Programmable Logic Controllers
- HMI
- Radios

Project Experience

Three Kings Water Treatment Plant Programming, Park City, UT – Programmer/Principal/Project Manager

Jordanelle Special Service District, 6800 Tank SCADA and Programming – Programmer/Principal/Project Manager

Blanding SCADA Programming and Hardware, Blanding, UT – Programmer

Driggs Water Improvement Projects and ongoing Support

Ash Creek Confluence Park I&C – Principal/Project Manager

Eagle Mountain Headworks Building

Fisher Water Treatment Plant Programming – Principal/Project Manager

Logan Wastewater Treatment Plant – Principal/Project Manager

Gallup Water SCADA Replacement, Gallup, NM – Programmer
Mr. Rogers assisted in the programming of the HMI and PLCs of the city's SCADA system. The project replaced over twenty remote sites during an installation time of two weeks.

Gallup Wastewater Expansion, Gallup, NM – Programmer
Mr. Rogers assisted in the programming of plant PLCs and the creation of loop diagrams for additions to the wastewater plant.

Lost Creek and Rockport Boosters, Summit County, UT – Programmer
Mr. Rogers programmed the PLCs, operator interfaces, and HMI for the Lost Creek Booster expansion and the Rockport Booster stations. The main pump station had 10 pumps running at 500 PSI.

Mountain Regional Water, Summit County, UT – Programmer/Project Manager
The system includes 40 remote sites, a treatment plant, and large booster pump system. Mr. Rogers is currently involved in setting up new radio networks and upgrading hardware and HMI software for the system.

Elko WWTP Upgrade, Elko, NV – Designer
Mr. Rogers assisted in the electrical design, load calculations, conduit schedules, and lighting plan for the Elko WWTP Headworks expansion project.

Elko WWTP Reporting, Elko, NV – Programmer
Mr. Rogers was responsible for the design and programming of a complete reporting package that integrated all reporting aspects of the plant from the lab, operator field readings, and HMI historical data into one database. Reports were then automatically generated from information contained in the database.

CWSID WWTP Upgrade, Ogden, UT – Designer
Mr. Rogers assisted in the design of the control system of the Central Weber Sewer Improvement District WWTP 60 MGD upgrade. He was responsible for developing many control loop specifications and aided in the creation of the process and instrumentation diagrams.

Allen Rogers, P.E. - Principal

Project Experience (continued)

Intrepid Potash, Carlsbad, NM – Programmer
Mr. Rogers was responsible for a large portion of the programming of an underground stacker/reclaimer system that involved a stacker, several conveyor belt systems, and a loading system.

Quinns Junction WTP, Park City, UT – Project Manager
Mr. Rogers was in charge of the integration of the Quinn's plant which included programming the plant PLC, HMI Software, and reporting for the plant. Mr. Rogers's was also responsible for integrating the OEM Pall system into the plant HMI to create a seamless operating experience for the plant staff.

Salt Lake City WRF, Salt Lake City, UT – Project Manager
Mr. Rogers just completed a network upgrade at the plant that installed a new fiber backbone throughout the plant and new CTC cabinets using Layer 2 and 3 Cisco switches in nineteen locations. Mr. Rogers is currently designing the replacement of the antiquated remote IO system throughout the plant with new PLCs.

Las Gallinas Re-use Water Project, San Rafael, CA – Project Manager
Mr. Rogers led the design team for the closed filter re-use water project in Las Gallinas. The system consisted of treating effluent with a GE Zpak system for irrigation use. Mr. Rogers recently finished construction oversight on the electrical portion of the project.

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Ryan Pack, P.E. - Principal

(801) 683-3761 - ryan.pack@skmeng.com

Mr. Pack has experience with many components of SCADA and controls. He has worked with controls as simple as relay logic and PID loop controllers thru complex radio controlled SCADA systems. He has worked with many different programmable logic controllers and Operator interfaces including Allen Bradley, Control Microsystems, GE, Koyo, Modicon, Siemens, and others. He has utilized many software packages for human machine interface including Allen Bradley, GE Proficy (Intellution), Wonderware, and National Instruments Lookout. He has designed and installed new systems, replaced old systems, and expanded existing control systems. Mr. Pack has worked with many communications systems including radio, fiberoptics, ethernet, serial, and proprietary communications systems such as controlnet and profibus. He has conducted numerous path studies, for both licensed and non-licensed radio communications systems. He has designed and installed radio telemetry systems with over 50 remote sites.

Work Experience

23 Years

Education

BS Electrical Engineering
University of Utah, 2002

MBA
Weber State University, 2005

Registration

Professional Engineer:

UT, ID, NV, WY, CO, HI, NM. NY, IA

Specialties

- Electrical and Controls
- Design
- Construction Oversight
- Control Systems
- Telemetry and SCADA Systems
- Design
- Control Testing
- Programming
- Startup and Maintenance
- Contracts

Project Experience

Blanding SCADA Programming & Hardware – Principal/Project Manager

Bluff SCADA – Principal

Chino Wastewater Treatment Plant SCADA and Maintenance – Principal/Project Manager

Grantsville Irrigation SCADA – Principal/Project Manager

Hyrum Wastewater Treatment Plant SCADA and Support – Principal/Project Manager

Roy Water SCADA – Principal/Project Manager

Snyderville silver Creek SCADA Upgrade – Principal/Project Manager

Lost Creek Project, Summit County, UT – Electrical/Controls Engineer
Mr. Pack worked on this project in all aspects from the shallow wells to the treatment facility. Ryan designed Mountain Regional Water's SCADA system, and has continued working on the system since original installation. He oversaw the programming and startup of the existing Lost Creek Canyon control system, and is extremely familiar with its layout, configuration, and applications. Ryan also worked on the design for the motor controls, power distribution, lighting, and instrumentation for this system.

Mountain Regional Water SCADA, Summit County, UT – Controls Engineer
SKM designed a new SCADA system for the district that included all of the water distribution, raw water collection, and treatment. He worked with the water district to designed a new SCADA system that included all of the water distribution, raw water collection, and treatment. He worked with the water district to meet their monitoring, reporting, and control needs. Ryan coordinated the installation with their staff, and programmed much of the system. This included reporting, monitoring, alarming, and full control of the system. He continues to maintain the system with SKM's staff of service personnel.

Idaho Falls Water SCADA, Idaho Falls, ID – Controls Engineer
SKM designed a backup power generation system for the water department, as well as the control interface between the Generator and the SCADA system. Mr. Pack is currently maintaining their water system SCADA and controls, and is under contract to perform programming on their upcoming additions.

Santaquin SCADA, Santaquin, UT – Controls Engineer
SKM designed a new SCADA system for the city that included all of the water distribution, wastewater collection, and wastewater treatment facility. Mr. Pack worked with the city to meet their monitoring and control needs, and provide a system that would work for them. He coordinated the installation with local trades, and aided in the programming of the system. This included reporting, monitoring, alarming, and full system control.

Summit Park Boosters, Summit County, UT – Electrical/Controls Engineer
SKM worked on the electrical and controls design for the two pump stations, and flow control station required for this project. Mr. Pack designed the motor controls, instrumentation, and controls required to operate the facilities as required by Mountain Regional Water.

Bountiful City Water, Bountiful, UT – Electrical/Controls Engineer
SKM has worked on numerous projects for the City of Bountiful. Mr. Pack has designed numerous motor control and distribution systems for wells and boosters for the city. He has worked with the department head to incorporate complete system control from the motor control enclosure for each of these sites.

Ryan Pack, P.E. - Principal

Project Experience (continued)

Davis and Weber Counties Canal SCADA, Weber County, UT – Controls Engineer
SKM is currently working on installation of a new SCADA monitoring system for the canal company. This includes the monitoring of all canal discharge flows, as well as monitoring of the primary canal flow. Ryan designed the radio network, control system, and aided the district in coordinating installation of required hardware. East Zion SCADA, East Zion SSD, UT. Electrical/Controls Engineer. Ryan Designed the Electrical, Controls, and SCADA system for this community's water system. This included phase conversion for the booster pumps, tank level monitoring, well control and communications between the sites. Ryan designed all of the motor controls and instrumentation for this project.

East Zion SCADA, East Zion SSD, UT – Electrical/Controls Engineer
Ryan Designed the Electrical, Controls, and SCADA system for this community's water system. This included phase conversion for the booster pumps, tank level monitoring, well control and communications between the sites. Ryan designed all of the motor controls and instrumentation for this project.

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Mark Taylor, E.I.T. - Principal

(801) 683-3762 - mark.taylor@skmeng.com

Mr. Taylor is a programmer and field technician with experience in control systems design and integration, as well as control systems maintenance and support. His experience includes source water, irrigation, water treatment, wastewater collection, and wastewater treatment. In each of these areas, he has been responsible for SCADA system programming, implementation, commissioning, and maintenance. Mr. Taylor has also been responsible for operator coordination and training for many of these projects. He has designed and installed new systems, replaced old systems, and expanded existing control systems. Mr. Taylor has worked with communications systems including radio, fiberoptic, ethernet, serial, and proprietary communications systems such as controlnet. He has conducted numerous path studies, for both licensed and non-licensed radio communications systems. He has installed radio telemetry systems with over 40 remote sites.

Work Experience

23 Years

Education

BS Electronics Engineering Technology,
Weber State University, 2002

Registration

EIT

Certification

Ignition Gold Certification

Project Experience

Sandy City SCADA, Sandy, UT – Programmer
Mr. Taylor programmed the PLCs, the HMI computers, and the operator interfaces for the city's entire freshwater system. This included reporting, monitoring, alarming, and full system control. The project involved over 40 remote sites. Mr. Taylor was also responsible for operator training and commissioning. SKM and Mr. Taylor are under contract with Sandy for SCADA system support and expansion.

Santaquin WRF- Santaquin, Utah – Continues to support the plant with upgrades, maintenance, and on call services
SKM was selected as the owner's system integrator to build SCADA for the plant. There are two vendor supplied solids handling packages, 4 vendor supplied MBR trains, and a vendor supplied UV system. SKM provided PLC programming for headworks, influent lift station, blowers, dewatering, drain, recycle, aeration, and reuse. SKM integrated all PLCs into a GE iFIX HMI with Win911 for alarm notification and DreamReport for reporting. SKM programmed GE PLC equipment included RX3i Processors with VersaMax IO. The SCADA/HMI has roughly 3200 PLC IO points

Snyderville Basin Water Reclamation District- Park City, Utah – Continues to support the plant with upgrades, maintenance, and on call services
SKM has provided system integration services for SBWRD for over 15 years. First as on call services and support for East Canyon and Silvercreek plants, then as owner's integrator for plant upgrades at East Canyon, owner's integrator at the new Silvercreek plant (2019), and as integrators for the collections SCADA system. SKM assisted the treatment plants with conversion from GE 90-30 PLCs to GE RX3i, PLCs and conversions from Wonderware to Inductive Automation Ignition. SKM developed PLC and HMI programming standards at the East Canyon plant that were then used for the new Silvercreek plant. SKM has programmed 17 GE RX3i PLCs for SBWRD. The 3 SCADA systems (East Canyon, Silvercreek, and Collections) currently have roughly 71,000 tags.

Central Davis Sewer District- Kaysville, Utah – Continues to support the plant with upgrades, maintenance, and on call services
SKM has provided system integration services for CDSD for over 20 years. First as on call services and support for the plant and collections systems, then as owner's integrator for plant upgrades and new collections pump stations and monitoring sites. On the PLC side, SKM has provided additions, upgrades, standardization, and support. On the HMI side, SKM has provided upgrades, migrations, vendor integration, and support. On the network side, SKM has provided design, implementation, and support on fiber and copper networks for the plant, as well as radio design, implementation, and support for collections. Currently the SCADA connects to roughly 22 remote devices and has approximately 30,000 tags.

Toana Vista Golf Course SCADA, West Wendover, NV – Programmer/Field Technician
Mr. Taylor programmed the PLCs, designed the PLC panels, and programmed the HMI computer. This included reporting, monitoring, alarming, and system control. The project involved interfacing with the existing SCADA system at the wastewater plant to pump water to the golf course for water feature/irrigation purposes.

Magna WWTP SCADA, Magna, UT – Programmer/Field Technician
Mr. Taylor programmed the PLC and operator interface for part of the plant that was being upgraded, and then did all of the programming involved in upgrading the entire plant's existing HMI. He was also responsible for commissioning and operator training. Mr. Taylor and SKM maintain the plant's SCADA and controls, and are under contract to perform programming on upcoming additions.

Mark Taylor, E.I.T. - Principal

Project Experience (continued)

Kennecott Daybreak SCADA, South Jordan, UT – Programmer
Mr. Taylor programmed the HMI computer. This included reporting, monitoring, alarming, and system control. He also picked up where a previous control system integration company had left off, and worked with the system operators to successfully commission the entire automatic control system. Mr. Taylor and SKM are currently under contract with Daybreak to maintain and expand their SCADA system.

Moroni WWTP SCADA, Moroni, UT – Programmer
Mr. Taylor programmed the PLC and HMI computer for the entire WWTP facility. This included reporting, monitoring, alarming, and system control as well as commissioning and operator training. Mr. Taylor and SKM are currently under contract with Moroni to maintain and expand their SCADA system.

Mountain Regional Water SCADA, Summit County, UT – Programmer
SKM designed a new SCADA system for the district that included all of the water distribution, raw water collection, and treatment. Mark assists in maintaining the system.

Pureflow Filtration Systems, Whittier, CA – Programmer
Mr. Taylor has programmed several PLCs and operator interfaces for Pureflow Filtration System's proprietary freshwater filters. These projects often involved interfacing with existing SCADA systems and coordinating with other control system integrators, as well as system operators. SKM and Mr. Taylor are currently working with Pureflow on several new projects in several different states.

West Wendover SCADA, West Wendover, NV – Programmer/Field Technician
Mr. Taylor performed all of the programming involved in upgrading the city's HMI computers for their existing SCADA system. The SCADA system includes the WWTP, freshwater, waste water collections, and wastewater reuse. Mr. Taylor and SKM continue to work with West Wendover, assisting them in all of their SCADA maintenance and expansion needs.

Magna EDR and BioBrox Facility, Magna, UT – Programmer
Mr. Taylor programmed the PLC and HMI for the EDR and BioBrox facility, and was also responsible for commissioning and operator training.

Other Project Experience

Payson, UT - WWTP SCADA system support, Reuse facility programming and commissioning

Spanish Fork, UT - WWTP SCADA system support, pump station, screw press, aerator program and commission

Davis Weber Canal Company, UT - SCADA system support and expansion

Santa Rosa, NM - SCADA System/Instrumentation upgrade

Snyderville Basin, UT - WWTP SCADA system support

Tooele, UT - WWTP SCADA system support

Central Davis SID, UT - WWTP SCADA System support and expansion

Springville, UT - Lift Station Programming/Commissioning, WWTP SCADA system support

Springer , NM - WWTP programming and commissioning

Grantsville, UT - SCADA system expansion and support

Little Mountain, UT - WWTP programming and commissioning

Orem, UT - Headworks programming, SCADA system support

Snowbird, UT - SCADA system support and expansion

Moroni City, UT - SCADA system support, HMI upgrade

EA Miller, UT - Cloth filter programming and commissioning

Hyrum, UT - SCADA system support

Payson, UT - WWTP SCADA system support, Reuse facility programming and commissioning

Spanish Fork , UT - WWTP SCADA system support, pump station, screw press, aerator programming

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James Duggar - Network Engineer

(801) 683-3696 - james.duggar@skmeng.com

Mr. Duggar has been with SKM for one year as an IT technician. He has had previous experience in deploying storage servers and providing secure remote access through VPN technologies for a small business video production studio. He also has 4 years of previous experience in implementing and supporting IT infrastructure used for kiosks intended for use in large public displays. He has extensive experience in deploying and maintaining Linux based servers in both physical and virtual/cloud environments as he has maintained private servers and infrastructure for the past 15 years. He has worked with switches from various manufacturers including Cisco, HP Enterprise/Aruba, Ubiquity/UniFi, and FS.com. He has also worked with Industrial switches offered by Cisco, Allen Bradley, and FS.com. Through his experience with Virtualization server hosting, he has also become familiar with virtualized network switches including Linux Bridge and Open vSwitch. He has worked with firewall packages from Sophos, pfSense, and UniFi, as well as Linux's iptables. He has also worked with VPN technologies such as SSL based VPNs as provided through OpenVPN based implementations, and Wireguard. He also has understanding and familiarity in working with and implementing SSL/TLS Certificates, and Public Key Infrastructure (PKI) technologies. At SKM, James strives to deploy and maintain servers and networks to standards defined by the National Institute of Standards and Technology (NIST).

Work Experience

10 Years

Certifications

Inductive Automation Ignition 8.1

Education

Davis High School, 2005

Specialties

- Networking and Network Diagnostics
- Web Application and Database Server administration
- Hypervisors/Virtualization Technology
- Linux and Windows Administration

Project Experience

Central Davis Sewer District
During a major upgrade of networking and IT equipment, I set up new Virtualization servers utilizing Hyper-V to provide Virtualized environments for new Ignition Web Application servers as well as upgraded Database servers. I also programed new network switches to integrate with their currently designed network topology, and updated firewall policies to provide better isolation of OT network devices from business IT infrastructure. James also continues to provide support for the plant's SCADA network and IT infrastructure.

Wasatch Peaks Resort
Worked with Operators at Wasatch Peaks to provide them Remote VPN access to Ignition's Perspective HMI system, as well as updated firewall policies to provide greater isolation of OT network devices from business IT infrastructure.

SLC Water Reclamation Facility
Working with other design, engineering, and implementation departments to design and assign IPv4 addressing schemes for new devices and networks being deployed in an expansion to the Wastewater plant.

Beaumont CA
Set up and assisted with the migration to new servers utilizing Hyper-V as a virtualization platform to host new Ignition Web Application servers as well as new Database servers.

Identified inefficiencies in database backup procedures and developed new procedures which improved backup storage efficiency, reduced overall server load during database backups, and greatly reduced the time needed to complete database backups.

Spanish Fork
Worked with other design and engineering departments to design and assign IPv4 addressing schemes for new devices and networks being deployed in an expansion to their Wastewater plant.

Los Alamos
Set up a new Virtualization server utilizing VMware ESXi to host virtualized environments for Ignition Web Application servers and Database servers.

Eagle Mountain Sewer Maintenance

Hyrum SCADA Support

Mountain Green SID BNR Wastewater Treatment Plant SCADA

Payson Wastewater Treatment Plant Services

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Tovey Ashby - Senior Programmer

(801) 683-3763 - tovey.ashby@skmeng.com

Mr. Ashby is a senior controls engineer with experience in control system design, integration, and support. His experience includes source water, irrigation, water treatment, wastewater collection, and wastewater treatment. He has been responsible for SCADA system programming, implementation, commissioning, and maintenance. Mr. Ashby has experience various aspects of SCADA systems. He has worked with several brands of programmable logic controllers including Allen Bradley, Automation Direct, Control Microsystems, Siemens, GE and Schneider Electric. He has experience with many different operator interfaces including Allen Bradley, Schneider Electric, Siemens, and Automation Direct. He has extensive experience with Inductive Automation Ignition, GE Proficy iFix, FactoryTalk View and Wonderware HMI software. He also has extensive experience in scripting with VBA, Python, Java and other languages. Mr. Ashby has also been on the forefront of developing programming standards implemented across SKM to help streamline project development and reduce programming bugs. This includes custom function blocks for repeatable code used in many systems and templates for HMI/SCADA systems software.

Work Experience

18 Years

Education

AS Electrical Automation and Robotics Technology,
Utah Valley University 2004

BS Technology Management,
Utah Valley University 2006

Specialties

- Controls Engineering
- Industrial Network Design
- Radio and Telemetry Systems
- SCADA System Design and Integration
- PLC and HMI Design and Integration

Project Experience

Park City – Programmer/Integrator
Park City has two main divisions. Distribution and Treatment. The SCADA system entails redundant SCADA servers with communications to over 100 devices using various protocols including Allen-Bradley Ethernet/DeviceNet/ControlNet, Modbus TCP/IP and SNMP to PLC's, radios and analyzers. Management is able to extract data on water and power usage using custom reports and dashboards. There are also communications between other SCADA systems of neighboring municipalities including Mountain Regional Water and Summit Water. This allows data to be shared to assist in management of systems. Mr. Ashby has been involved in mapping data between the different municipalities SCADA systems as well as re-writing queries and data management to be faster and more accurate. He has also worked on cleaning up interfaces to make the screens more user friendly and helped staff with learning how to program in Ignition so they can make minor adjustments on their own.

Metropolitan Water District of Salt Lake and Sandy – Programmer/Integrator
Mr. Ashby was responsible for the upgrade of communications to power monitoring equipment from serial communications to Ethernet. This also entailed upgrading Redundant PLC's from ControlNet and DeviceNet to Ethernet. Motor Management Relays were replaced with updated hardware with Ethernet communications. Mr. Ashby developed repeatable communication logic to mesh communications from the new protocol to the existing logic in the PLC's while maintaining compatibility with communications to the existing SCADA software.

Mr. Ashby was responsible for conversion of a Lime Slaker system developed by another vendor from Wonderware to iFix. This entailed replicating functionality between the 2 different systems with differing capabilities while referencing a PLC program with no documentation.

Mr. Ashby has developed a pilot program for a remote system on Ignition hosted on a Linux operating system to test functionality and show the additional features available in the new software to the client. This involved conversion of the old system from iFix to Ignition while keeping PLC programming standards intact and maintaining existing standards on the SCADA system. Pending success in the pilot system may result in the upgrade of the entire SCADA system to Ignition at both the treatment plants in Salt Lake and Sandy.

Idaho Falls – Programmer/Integrator
Idaho Falls maintains a water system consisting of 19 wells and boosters. Mr. Ashby has been involved with the upgrade of the SCADA Software Proficy iFix to Ignition by Inductive Automation. Further, this was the first implementation of this major revision of software from the vendor. This upgrade included restructuring of the tag database and recreating animations with new bindings and scripting. He has also been involved with migrating historical data from the old system to the new. Being a new version of software, bindings and animations and design needed to be restructured compared to past systems. This involved some development of new standards and templates and datatypes being updated for this version of software.

Idaho Falls was the first system on a major revision change of SCADA software. Mr. Ashby worked to update standard templates and programming to work on the new software to be used for future projects. He has also updated screens and templates to utilize user-selectable color themes to be high performance to help operators view important data more easily. He has re-created reports on the new system using power tables and SQL queries to emulate reports from the old system that used an Excel Add-in.

Tovey Ashby - Senior Programmer

Project Experience (continued)

Salt Lake WWTP, SLC, UT – Programmer/Integrator
Mr. Ashby has developed streamlined templates and standards for the iFix SCADA system for SLC WWTP. The system includes a redundant SCADA as well as a separate Historian Server along with several Thin Clients. The SCADA system includes custom trending features as well as historical filtering of alarms and other data.

Central Weber Sewer Improvement District, Ogden, UT – Programmer/Integrator
Mr. Ashby has been integral with other SKM programmers in programming this plant and was forefront on developing/updating SKM's programming standards throughout the project. This system includes a redundant EtherNet network as well as radio communications and a Redundant SCADA system including reporting, alarming, security and video monitoring.

Richmond WWTP, Richmond, UT – Programmer/Integrator
Mr. Ashby was responsible for the programming of the PLCs, HMI, and touchscreens for the entire wastewater treatment plant. This system is a Kubota MBR. The HMI included system monitoring, reporting, alarming, and full system control.

Jerome WWTP, Jerome, ID – Programmer/Integrator
Mr. Ashby was responsible for the programming of the PLCs, HMI, and touchscreens for the entire wastewater treatment plant including a Kubota MBR system.

Wolf Creek WWTP, Eden, UT – Programmer/Integrator
Mr. Ashby was responsible for the programming of the PLCs, HMI, and touchscreens for the entire wastewater treatment plant. The Wolf Creek WWTP was a Zenon MBR plant and required complex programming and system controls.

Rupert WWTP, Rupert, ID – Programmer/Integrator
Mr. Ashby was responsible for the programming of the PLCs, HMI, and touchscreens for the majority of the wastewater treatment plant and also integrating control systems from multiple vendors into the SCADA system with ControlNet. The HMI included system monitoring, reporting, alarming and full system control. The main PLC system is setup with redundant processors.

Kennecott Utah Copper, Magna, UT – Programmer/Integrator
Mr. Ashby has been providing contract-programming services for KUCC for over 6 years. During this time he has provided general HMI maintenance, PLC maintenance to the tailings pump stations, the addition of pit area pump stations and multiple other projects. Also, he has provided general maintenance for the South Area Water system. Kennecott exclusively uses Allen Bradley control systems including PLC-5 / SLC / MicroLogix / ControlLogix / CompactLogix processors, various models of PanelView touchscreens, RSView SCADA Software and PowerFlex VFD's / Softstarts that communicate over a variety of protocols including EtherNet / DH+ / DeviceNet / RIO Modules.

APG Neuros – Programmer
Mr. Ashby has transcribed the standard programs for APG Neuros Turbo Blowers from Allen Bradley into Siemens in various programming languages including LAD/FBD/STL/SCL.

Other Project Experience

Wendover WWTP - West Wendover, NV

Simplot Silica Sand Mine, Overton, NV

Bear River WCD - Brigham City, UT

JBS WWTP - Hyrum, UT

Taos WWTP - Taos, NM

Sedona Lift Stations - Sedona, AZ

Blue Mountain Energy Recovery - Blue Mountain, UT

Stansbury WWTP - Stansbury, UT

Jurupa WWTP - Jurupa, CA

Bear River WCD - Brigham City, UT

Gallup Water/Wastewater - Gallup, NM

Idaho Falls Water - Idaho Falls, ID

JBS WWTP - Hyrum, UT

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William “Huck” Fenn - Controls Engineer

(801) 683-3730 - huck.fenn@skmeng.com

Mr. Fenn is a project manager / senior controls engineer with significant experience with water treatment facilities. He is an expert at motor control, PLC’s, HMI’s and system communications. He has setup, calibrated and maintained all types of instrumentation found in a typical water and wastewater facility. He has overseen installation of equipment, testing activities as well as startup and commissioning activities. He understands and can write process flow diagrams and control narratives in order to integrate them into a PLC/control system. Mr. Fenn has vast experience with power distribution and motor controls including variable frequency drives and soft starters. He is able manage projects and clients. He is a self-directed and motivated worker who requires little to no supervision.

Work Experience

14 Years

Certifications

Studio 5000™ Logix Designer Level CompactLogix Fundamentals and Troubleshooting]

SLC™ 500 and RSLogix™ 5000 Advanced Maintenance and Troubleshooting

Logix5000 Project Development and Basic Ladder Logic Programming

Studio 5000 Logix Designer Level : Basic Ladder Logic Interpretation

Studio 5000 Logix Designer Level : Function Block Programming

Ron Beaufort Training Boot Camp

Specialties

- RSLogix 5000 Troubleshooting and Programming
- Ignition Scada Programming
- Python Basics
- Process flow diagrams
- Networking knowledge
- Microsoft suite
- Data analysis
- Management skills

Project Experience

Organic Energy Solutions - System Integrator
This is a new Bio Waste Facility built in San Bernardino, Ca. Huck led the SKM team in the PLC programming, HMI programming, startup, and commissioning activities for the project. He is the project manager for ongoing support and maintenance.

Santa Fe, County WRF - System Integrator
This is a new Membrane Waste Water Facility built in Santa Fe, NM. Huck led the SKM team in the PLC programming, HMI programming, startup, and commissioning activities for the project. He is the project manager for ongoing support and maintenance.

Eagle Mountain Waste Facility and Water Department – Scada Upgrade - System Integrator
Huck led the SKM team in the Scada upgrade which included making updates to the PLC programs, and commissioning activities for the project. He worked hard to make it a seamless transfer to the new system so as not to interrupt the control of their many systems. He is the project manager for ongoing support and maintenance for the Plant as well as the multiple lift stations and water wells throughout the city.

City of Beaumont Membrane Upgrade - System Integrator
The City of Beaumont (CA) went through the process of swapping membrane manufacturer for the MBR. This required programming to facilitate the seamless swap with little to no interruptions in the daily throughput of the facility. Huck led the SKM team in the programming, startup, and commissioning activities for the project.

Salt Lake City Water Reclamation Facility Plant Upgrade - System Integrator / Project Manager
Since 2021 SLCDPU has been under construction with a major facility upgrade project. Approximately 20% of the City’s old facility will stay and the rest is getting a full overhaul with the building of new systems and buildings just west of their current facility. Huck is the lead System Integrator for the project helping to get all of the PLCs and HMI programs ready during each stage of the project. With multiple FAT tests and HMI reviews with the contractor and client. He is working closely with plant staff and contractor to upgrade there HMI system as they transfer to the new facility.

Salt Lake City Water Reclamation Facility – Controls Engineer/Project Manager
Since 2011 SKM has provided assistance to SLCDPU with the SCADA system at the Water Reclamation Facility. Huck assumed the role as project manager for ongoing support and maintenance. He works closely with plant staff to implement fixes, additions and improvements during that time. He has been very responsive in particular if there is an emergency or an item that needs immediate attention.

Timpanogos Special Service District Utility to Generator Power MCC Upgrade - System Integrator
This client has upgraded their MCC Utility and backup systems. Huck was responsible for PLC and HMI programming, startup, and commissioning activities for the project. He is the project manager for ongoing support and maintenance.

City of Imperial WWTP Upgrade – System Integrator
The City of Imperial’s (CA) wastewater treatment plant had become aged and needed to be replaced. A new MBR facility with constructed as well as a new aeration basin. Huck was responsible for the PLC and HMI programming for the project, as well as the MBR startup and commissioning activities. The existing SCADA software was replaced, and the new software (Ignition) was implemented for the remaining existing facilities as well as the new MBR and aeration basin.

William "Huck" Fenn - Controls Engineer

Project Experience (continued)

City of Beaumont WWTP Upgrade – System Integrator
The City of Beaumont (CA) recently upgraded its treatment plant to a Membrane Bioreactor (MBR) system with RO treatment for desalination. Mr. Fenn led the SKM team in the programming, startup, and commissioning activities for the project. He oversaw the programming of two main redundant PLC systems (Allen-Bradley) with associated inputs and outputs. He implemented the redundant HMI system (Ignition) and incorporated the two main PLC's as well as nearly a dozen vendor PLC systems. In addition, Mr. Fenn and the SKM team recently upgraded and programmed all the City's ten lift stations with new PLC's and HMI screens.

Central Weber Sewer Improvement District – Controls Engineer
Since 2003 SKM has been providing system integration for CWSID. Huck assisted with the HMI software upgrade as well as with ongoing support and maintenance. He works closely with plant staff to implement any modifications or additions that may be needed.

Hyrum Wastewater Treatment Plant – Project Consultant
Huck helped the City in their design and implementation of an MBR expansion project and played a key role for the anticipated system integration required for the expansion.

Park City Creekside Well – Controls Engineer
Park City Water recently upgraded their Creekside Well. Huck wrote the programs for the system, participated in factory acceptance testing, I/O and loop testing and startup and commissioning activities.

Anticline Disposal Water Treatment Facility – Process Foreman/Automation Technician
Anticline takes Frac water and treats it for re-injection into the ground water and was in need of someone who could be in charge of their control system. Over a period of seven years Huck grew from being an operator to taking over this role and position. During those years he programmed PLC's, HMI's and maintained the entire control system and its associated power distribution, motor controls and instrumentation.

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Doug Bigler - Controls Engineer, EIT

(801) 683-3753 - doug.bigler@skmeng.com

Mr. Bigler is a Controls Engineer with 23 years experience, 5 with SKM and 19 in industrial metals refining/ mining. With a background in controls and project engineering, Doug has designed, programmed and implemented SCADA, PLC, HMI systems to meet customer needs. In addition to electrical controls, Doug has experience in industrial ventilation and mechanical design including, safety systems, environmental requirements, process controls, cost reduction, lean manufacturing.

Work Experience

23 Years

Education

Granite Peaks HS, 1997

Generals, SLCC - Some college work aimed at journeyman electrician

Certification

Rockwell Studio 5000 Logix Designer Level 1 through 3

SolidWorks essentials and SolidWorks Administering Enterprise PDM

HAZWOPER

Specialties

- PLC, design, support
- VFD drives, setup and programing
- HMI, design, support
- Industrial ventilation, LEV, Design
- Controls, design, panel layout
- Ethernet networking (PLC)
- Troubleshooting
- Problem solving, mechanical and electrical
- Lean Manufacturing
- Technical aptitude and fast learning
- Instrumentation, specs, selection, setup and support General industrial equipment, specs, repair and support

Project Experience

Park City Three Kings – Programmer
Large scope new water plant startup, utilizing 5 PLC's and latest ethernet instrumentation. Interpret control narratives provided by customer, program PLC's, test and commission systems. Develop Ignition Perspective SCADA system. This plant involves complex sequencing across multiple systems. Simulation testing is underway with Jacob's engineering ahead of startup.

CONTROLS ENGINEER-PROGRAMER, SKM ENGINEERING
PLC Programming – Allen Bradley, Schneider, etc. Programming automation for Wastewater and Water Collection systems upgrades and replacements. Cutover projects for critical water services control systems. All programming to meet company and customer standards.

SCADA (DCS) Programming – Ignition, FactroyTalk and others. Programming HMIs and OITs to meet customer needs. Alarming, trending, data collection, server setup and installation.

Project – Manage site activities with contractors and customers. Ensure work is done safely and to customer expectations. Configure and test field instruments. Interpret drawings, troubleshoot control systems and network connections when needed. Document drawing changes and programming details.

Support – Support existing installations as needed, on site or remotely.

Safety – Take safety measures as needed at each construction site and ensure contractors are qualified and trained.

CDSD Galbraith Lane PLC Upgrade – Controls Engineer

Fisher WTP Programming – Controls Engineer

Magna Sewer Service – Controls Engineer

Ogden City WO5 2025 SCADA Support – Controls Engineer

Oquirrh Mountain SCADA – Controls Engineer

Park City SCADA Support– Controls Engineer

Pleasant Grove SCADA– Controls Engineer

Sandy City Water System Maintenance – Controls Engineer

SLC WRF Screw Press Temporary System – Controls Engineer

Spanish Fork WRF – Controls Engineer

SVWRF VFD Replacement Project – Controls Engineer

Tooele WWTP SCADA Upgrade – Controls Engineer

WaterPro HMI Upgrade – Controls Engineer

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David Miller - Database Engineer

(801) 683-3779 - david.miller@skmeng.com

Mr. Miller has 4 years of experience with SKM as a Controls Engineer, a total of 5 years of experience working on SCADA systems in both water treatment and natural gas industries, and over 20 years of experience in database development, software engineering, and software systems integration. At SKM David is responsible for developing and maintaining customized reports that clients use for regulatory compliance and reporting as well as giving them day to day insight into their system operations and performance. This includes work in developing and implementing customized modules based on the needs of individual systems as well as troubleshooting and maintenance both on systems that he has developed as well as legacy databases, reports, custom modules, and SCADA system interfaces for a wide array of clients.

Work Experience

22 Years

Education

B.S. Computer Science,
Utah State University, 2003

M.S. Instructional Technology,
Utah State University, 2005

Certifications

ITIL Foundations Certified

Ignition Core Certified

Specialties

- SCADA System Interfaces
- Database Maintenance
- System Integration
- Report Design/Development

Project Experience

SKM Engineering Reporting Standards and Tools – Database Developer/Reporting Specialist
Develop baseline reporting standards along with deployable scripting functions, database tables, and report templates to ensure consistent availability of commonly reportable information when implementing new SCADA systems for clients. Provide training for other engineers to understand the available tools for implementation and troubleshooting purposes. Oversee coding best practices and code maintenance for SKM's custom reporting module for Ignition. Assist in advanced troubleshooting and maintenance of reporting issues for any client.

Park City SCADA System Maintenance – Software Engineer
Maintain existing reports and troubleshoot issues of data integrity. Integrate data collection processes from 3rd Party vendors. Update SCADA interface components to match ongoing system design enhancements.

Western Municipal Water District Data Calculations and Backup – Software Engineer
Replace resource intensive database views with a daily procedure to calculate and record aggregated hourly and daily summary data. Developed a scripted interface to be able to extend what data is being calculated as needs change over time. Developed a nightly process to backup local data to a remote database allowing us to keep the local database trimmed to more recent data to enhance performance while maintaining access to a full history of data in the remote database.

Mountain Regional Water Demand Zone Interface – Software Engineer
Built a database backend for storing meter-level demand information as well as Zone level aggregate data according to user defined demand zones to enable zone-scoped reporting. Developed a user-facing interface to enable zone definition and ongoing zone maintenance by the end users of the SCADA system. Created functions to read the current zone definitions and gather and store meter and zone demand information on an hourly cadence.

Clearas Water Quality Reporting interface – Database Developer/Reporting Specialist
Develop database backend and complementary SCADA front end interface for recording lab water quality data. Develop and deploy a custom module for outputting water quality report data integrating both the lab data and relevant data recorded through the SCADA system instrumentation.

Ogden City State Water Quality Reports – Software Engineer
Develop custom reporting functionality to deliver state mandated water quality data into a system specific, state defined reporting template. Interface with Water Treatment Specialist from the Utah Division of Drinking Water and technicians at Ogden City to ensure the accuracy of data and that all reporting requirements were met.

Beaumont Support Services – Controls Engineer

JSSD Keetley Maintenance – Controls Engineer

Ogden City 2020 Support Services – Controls Engineer

Tracy - John Jones Water Treatment Plant – Controls Engineer

WRCRWA Support – Controls Engineer

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Daniel Leavitt - Senior Designer / Drafter

801) 683-3766 - daniel.leavitt@skmeng.com

Mr. Leavitt is an electrical drafter and 3D graphic artist with experience in electrical design, control systems, process, instrumentation and PLC design. His experience includes water treatment, wastewater collection and wastewater treatment. He has drafted power distribution of 120V and 480V systems, created lighting plans, schematics, conduit development, process and instrumentation diagrams and lighting panel schedules. He has also developed 3D graphics of many different mechanical process areas for controls for the PLC at multiple plants.

Work Experience

18 Years

Education

Salt Lake Community College, Architectural Drafting

ITT Technical Institute, AAS, Computer Drafting and Design

Specialties

- Electrical Water/Wastewater
- AutoCAD Electrical
- Sketchup
- Excel
- Bluebeam
- Photoshop

Project Experience

West Bountiful, UT, South Davis Sewer District South Plant – Electrical Designer
Create, design and manage AutoCAD files for the project. Create load calculations and schedules using excel to be implemented in the AutoCAD files.
Create lighting calculations for plant lighting. Provide Bluebeam PDFs and/or hardcopy prints for Engineer review/submittals.

Imperial, CA, WWTP MBR Upgrade – Electrical Designer
Create, design and manage AutoCAD files for the project. Create load calculations and schedules using excel to be implemented in the AutoCAD files.
Create lighting calculations for plant lighting. Provide Bluebeam PDFs and/or hardcopy prints for Engineer review/submittals.

Western Riverside County Regional Water Authority, CA WWTP Digester 3 Addition – Electrical Designer
Create, design and manage AutoCAD files for the project. Create load calculations and schedules using excel to be implemented in the AutoCAD files. Provide Bluebeam PDFs and/or hardcopy prints for Engineer review/submittals.

Beaumont, CA Wastewater Treatment Plant Upgrade – Electrical Designer
Create, design and manage AutoCAD files for the project. Create load calculations and schedules using excel to be implemented in the AutoCAD files.
Create lighting calculations for plant lighting. Provide Bluebeam PDFs and/or hardcopy prints for Engineer review/submittals.

North Salt Lake, UT Wasatch Resource Recovery – Electrical Designer
Create, design and manage AutoCAD files for the project. Create load calculations and schedules using excel to be implemented in the AutoCAD files. Provide Bluebeam PDFs and/or hardcopy prints for Engineer review/submittals.

Las Gallinas, CA Sanitary District Water Treatment Facility – Electrical Designer
Create, design and manage AutoCAD files for the project. Create load calculations and schedules using excel to be implemented in the AutoCAD files.
Create lighting calculations for plant lighting. Provide Bluebeam PDFs and/or hardcopy prints for Engineer review/submittals.

Rexburg, ID Water Reclamation Facility Upgrades Phase 1 & 2 – Electrical Designer
Create, design and manage AutoCAD files for the project. Create load calculations and schedules using excel to be implemented in the AutoCAD files.
Create lighting calculations for plant lighting. Provide PDFs and/or hardcopy prints for Engineer review/submittals.

Holden, WA, Rio Tinto Mine Water Treatment Plant – Electrical Designer
Create, design and manage AutoCAD files for the project. Create load calculations and schedules using excel to be implemented in the AutoCAD files.
Create lighting calculations for plant lighting. Provide PDFs and/or hardcopy prints for Engineer review/submittals.

Daniel Leavitt - Senior Designer / Drafter

Project Experience (continued)

Las Vegas, NV, Final Treatment Building – Electrical Designer
Create, design and manage AutoCAD files for the project. Create load calculations and schedules using excel to be implemented in the AutoCAD files. Provide PDFs and/or hardcopy prints for Engineer review/submittals.

Western Riverside County Regional Water Authority, CA WWTP Plant Upgrade – Electrical Designer
Create, design and manage AutoCAD files for the project. Create load calculations and schedules using excel to be implemented in the AutoCAD files. Provide PDFs and/or hardcopy prints for Engineer review/submittals.

Fort Shafter, HI, Water Reclamation Facility – Electrical Designer
Create, design and manage AutoCAD files for the project. Create load calculations and schedules using excel to be implemented in the AutoCAD files. Provide PDFs and/or hardcopy prints for Engineer review/submittals.

HMI 3D Graphics

Beaumont, CA Wastewater Treatment Plant Upgrade – Graphics Artist
Create, design and manage Sketchup files for the project. Render 3D Sketchup files for a more realistic appearance. Provide high resolution images from the renderings using Photoshop for the electrical programmers to implement into the HMI/SCADA system.

Rexburg, ID Water Reclamation Facility Upgrades Phase 1 & 2 – Graphics Artist
Create, design and manage Sketchup files for the project. Render 3D Sketchup files for a more realistic appearance. Provide high resolution images from the renderings using Photoshop for the electrical programmers to implement into the HMI/SCADA system.

Western Riverside County Regional Water Authority, CA WWTP Plant Upgrade – Graphics Artist
Create, design and manage Sketchup files for the project. Render 3D Sketchup files for a more realistic appearance. Provide high resolution images from the renderings using Photoshop for the electrical programmers to implement into the HMI/SCADA system.

Heber, UT, Heber Valley SSD Plant Expansion – Graphics Artist
Create, design and manage Sketchup files for the project. Render 3D Sketchup files for a more realistic appearance. Provide high resolution images from the renderings using Photoshop for the electrical programmers to implement into the HMI/SCADA system.

West Wendover, NV, Plant Expansion – Graphics Artist
Create, design and manage Sketchup files for the project. Render 3D Sketchup files for a more realistic appearance. Provide high resolution images from the renderings using Photoshop for the electrical programmers to implement into the HMI/SCADA system.

skm

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SKM Engineering
533 W 2600 S Suite 25
Bountiful, UT 84010
(801) 677-0011

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Proposal

December 19, 2025

To Obe Tejada
City of Moab

Re: Moab Utilities SCADA Replacement Project

SKM is pleased to provide the following scope of work and costs for the City of Moab SCADA Replacement project. This document is meant to serve as an attachment to our original proposal.

Project Scope

1. **Task 0 – Design**
    a. **Comprehensive review of existing hardware, software, and programming**
    b. **Recommendations based on findings**
    c. **Drafting and designing replacement panels, communications**
2. **Task 1 - SCADA Server Software, Hardware and Configuration**
    a. Qty 2 Dell Tower Servers (Primary and Backup)
    b. Ignition Licensing for Primary and Backup server
        i. Unlimited tags and clients
        ii. Voice, E-mail and Text Alarming
        iii. Historian
        iv. Perspective Visualization package
    c. Cradlepoint Firewall/Router
    d. Labor for server setup and configuration
    e. Labor for reporting setup
3. **Task 2 – Sewer Plant SCADA Migration**
    a. Migrate existing sewer plant SCADA from iFix system into Ignition SCADA system
    b. Migrate 1 year of historical data from existing system
4. Task 3 – Skakel Booster Station SCADA

SKM Engineering
533 W 2600 S Suite 25, Bountiful, UT 84010
Office: (801) 677-0011 - Fax: (801) 677-0013

a. SCADA Backpanel replacement buildup
    i. Allen-Bradley 1769-L18ER PLC with IO
    ii. Phoenix Quint Power system and UPS
    iii. Cradlepoint router for communications with external antennas
    iv. Drawings for new buildup
b. Installation of new backpanel and testing of existing IO
c. Installation of new MP8000 to replace existing 777 Motor savers
d. Run two Ethernet cables to the MP8000
e. Run new cabling to tie in the CL2 Weight Sensor
f. Install on-site switch for intrusion alarming
g. Install surge arrestors from tank level sensor and abandon SCADA at the tank site
h. Programming of PLC and SCADA Integration

5. **Task 4 – Well 6 SCADA**
    a. SCADA Backpanel replacement buildup
        i. Allen-Bradley 1769-L18ER PLC with IO
        ii. Phoenix Quint Power system and UPS
        iii. Cradlepoint router for communications with external antennas
        iv. Drawings for new buildup
    b. Installation of new backpanel and testing of existing IO
    c. Installation of new MP8000 to replace existing 777 Motor saver
    d. Run one Ethernet cable to the MP8000
    e. Install on-site switch for intrusion alarming
    f. Programming of PLC and SCADA Integration
6. **Task 5 – Well 10 SCADA**
    a. New SCADA Panel buildup
        i. Allen-Bradley 1769-L18ER PLC with IO
        ii. Phoenix Quint Power system and UPS
        iii. Cradlepoint router for communications with external antennas

iv. AC Unit for temperature control

v. Drawings for new buildup

b. Installation of new panel and testing of existing IO

c. Installation of new MP8000 to replace existing 777 Motor saver

d. Run one Ethernet cable to the MP8000

e. Install on-site switch for intrusion alarming

f. Programming of PLC and SCADA Integration

7. **Task 6 – Well 12 SCADA**

a. New SCADA Panel buildup

i. Allen-Bradley 1769-L18ER PLC with IO

ii. Phoenix Quint Power system and UPS

iii. Cradlepoint router for communications with external antennas

iv. RS485 Converter for the Flow Meter

v. Drawings for new buildup

b. Installation of new Panel, wiring and testing of existing IO

c. Run one Ethernet cable to the VFD

d. Install on-site switch for intrusion alarming

e. Programming of PLC and SCADA Integration

8. **Task 7 – Lower Booster SCADA**

a. New SCADA Backpanel buildup

i. Allen-Bradley 1769-L18ER PLC with IO

ii. Phoenix Quint Power system and UPS

iii. Cradlepoint router for communications with external antennas

iv. RS485 Converter for the Flow Meter

v. Drawings for new buildup

b. Installation of new backpanel, wiring and testing of existing IO

c. Install on-site switch for intrusion alarming

d. Programming of PLC and SCADA Integration

9. **Task 8 – Upper Booster SCADA**
    a. New SCADA Backpanel buildup
        i. Allen-Bradley 1769-L18ER PLC with IO
        ii. Phoenix Quint Power system and UPS
        iii. Cradlepoint router for communications with external antennas
        iv. RS485 Converter for the Flow Meter
        v. Drawings for new buildup
    b. Installation of new backpanel, wiring and testing of existing IO
    c. Install on-site switch for intrusion alarming
    d. Programming of PLC and SCADA Integration
10. **Task 9 – Lionsback Lift Station SCADA**
    a. New SCADA Backpanel buildup
        i. Allen-Bradley 1769-L18ER PLC with IO
        ii. Phoenix Quint Power system and UPS
        iii. Cradlepoint router for communications with external antennas
        iv. Drawings for new buildup
    b. Installation of new backpanel, wiring and testing of existing IO
    c. Installation of new MP8000 to replace existing 777 Motor savers
    d. Run two Ethernet cables to the MP8000
    e. Programming of PLC and SCADA Integration
11. **Task 10 – North Trunk Lift Station SCADA**
    a. New SCADA Panel buildup
        i. Allen-Bradley 1769-L18ER PLC with IO
        ii. Phoenix Quint Power system and UPS
        iii. Cradlepoint router for communications with external antennas
        iv. AC Unit for temperature control
        v. Drawings for new buildup
    b. Installation of new Panel, wiring and testing of existing IO

c. Installation of new MP8000 to replace existing 777 Motor savers

d. Run two Ethernet cables to the MP8000

e. Programming of PLC and SCADA Integration

12. Task 11 – Powerhouse Tank SCADA

a. Remove existing SCADA Hardware

b. Install the following:

i. Cradlepoint for communication

ii. Moxa e1242 extended temperature for IO

c. Utilize existing solar setup and system

13. Task 12 – Mountain View Tank SCADA

a. Remove existing SCADA Hardware

b. Install the following:

i. Cradlepoint for communication

ii. Moxa e1242 extended temperature for IO

c. Utilize existing solar setup and system

14. Task 13 – Old City Park SCADA

a. Remove existing SCADA Hardware

b. Install the following:

i. Cradlepoint for communication

ii. Moxa e1242 extended temperature for IO

iii. Phoenix Power system with UPS

iv. Drawings for buildup

c. Utilize existing enclosure

d. Run new conduit and cabling from flow meter in yard and tie into SCADA

15. Task 14 – Whites SCADA

a. Remove existing SCADA Hardware

b. Install the following:

i. Cradlepoint for communication

ii. Moxa e1242 extended temperature for IO

iii. Phoenix Power system with UPS

iv. Drawings for buildup

c. Utilize existing enclosure

16. **Task 15 – Spring 3 SCADA**

a. Remove existing SCADA Hardware

b. Install the following:

i. Cradlepoint for communication

ii. Moxa e1242 extended temperature for IO

c. Utilize existing solar setup and system

17. **Task 16 – Spring 2 SCADA**

a. New enclosure buildup with the following:

i. Cradlepoint for communication

ii. Moxa e1242 extended temperature for IO

iii. Phoenix power system with UPS

iv. Drawings for new buildup

b. Run conduit to meter to tie into SCADA

18. **Task 17 – Williams Way SCADA**

a. New enclosure buildup with the following:

i. Cradlepoint for communication

ii. Moxa e1242 extended temperature for IO

iii. Phoenix power system with UPS

iv. Drawings for new buildup

b. Run conduit and cabling to existing control box to pick up IO

19. **Task 18 – Lions Park SCADA**

a. New enclosure buildup with the following:

i. Cradlepoint for communication

ii. Moxa e1242 extended temperature for IO

iii. Phoenix power system with UPS

iv. Drawings for new buildup

b. Run conduit and cabling to existing control box to pick up IO

20. Task 19 – Lionsback Tank SCADA

a. Install the following in existing enclosure:

i. Moxa e1242 extended temperature for IO

ii. Phoenix power system with UPS

iii. Drawings for new buildup

b. Utilize existing radio to Upper Booster

Costs

Task	Cost
Task 0 – System Design	**$22,300**
Task 1 - SCADA Server Software, Hardware and Configuration	**$63,650**
Task 2 - Sewer Plant SCADA Migration	**$33,300**
Task 3 – Skakel Booster SCADA	**$26,155**
Task 4 – Well 6 SCADA	**$29,350**
Task 5 – Well 10 SCADA	**$24,710**
Task 6 – Well 12 SCADA	**$29,930**
Task 7 – Lower Booster SCADA	**$27,935**
Task 8 – Upper Booster SCADA	**$27,900**
Task 9 – Lionsback Lift Station SCADA	**$24,645**
Task 10 – North Trunk Lift Station SCADA	**$32,360**
Task 11 – Powerhouse Tank SCADA	**$5,785**
Task 12 – Mountain View Tank SCADA	**$5,785**
Task 13 – Old City Park SCADA	**$6,345**
Task 14 – White's SCADA	**$6,345**

Task 15 – Spring 3 SCADA	**$5,445**
Task 16 – Spring 2 SCADA	**$13,445**
Task 17 – Williams Way Lift Station SCADA	**$14,445**
Task 18 – Lions Park Lift Station SCADA	**$14,150**
Task 19 – Lionsback Tank SCADA	**$6,345**

Total Design: $22,300

Total Implementation: $398,025

Letter of Credit: $13,700

Total Project Cost: $434,025

Exclusions and Exceptions

1. Encoders for flow meters are to be provided by the city.
2. Trenching at Old City Park for conduit run is to be provided by the city.
3. Pricing for Spring 2 was with the assumption 120VAC power would be available.

Confidentiality

The Client agrees that the technical methods and techniques utilized by SKM for the project shall not be shared with third parties without express written consent of SKM.

Standard Rates

Any work performed outside of the listed scope of items will be billed time and materials at our standard rates:

1. Electrical Engineer: $235
2. Programmer: $195
3. Materials and travel expenses billed at cost plus 10%

Closing,

Allen Rogers
SKM Engineering, LLC

AGREEMENT FOR SERVICES

by and between

THE CITY OF MOAB,
A MUNICIPAL CORPORATION

and

SKM Engineering

THIS AGREEMENT FOR SERVICES ("**Agreement**") is entered into this _____day of _____ 20_____ by and between the City of Moab, a municipal corporation, (the "**City**") and _____ (the "**Contractor**"). The City and the Contractor are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

RECITALS

A. The City has sought, by issuance of a request for proposal or invitation to bid, the performance of the services defined and described in Section 1 of this Agreement.

B. The Contractor, following submission of a proposal or bid for the performance of the services defined and described in Section 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City's Municipal Code Section 2.28.130, the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of the Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as defined and described in this Agreement.

AGREEMENT

In consideration of the mutual promises and covenants made by the Parties and contained in this Agreement and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Work

In compliance with all the terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Work" attached to this Agreement as **Exhibit A** and incorporated by this reference. The services described in the Scope of Work shall be referred to as the "**Work**" in this Agreement. The Contractor acknowledges that it accepts the risk that the Work may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation should this occur. As a material inducement to the City entering into this Agreement, the Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Work in a thorough, competent, and professional manner and is experienced in performing the Work. The Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent perform all aspects of the Work. The Contractor covenants that it shall follow the highest professional standards in performing the Work required by this Agreement and that all materials will be of good quality and fit for the purpose intended. For purposes of this Agreement, the

phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

1.2 Contractor's Proposal

The Work shall include the Contractor's scope of work, proposal or bid, bid specifications, official design prints and specifications, change orders, approved written instructions, and written contract amendments and notice of award, if any, which shall be incorporated into this Agreement by this reference as though fully set forth in this Agreement. If any inconsistency between any scope of work, proposal or bid and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law

The Contractor shall keep itself informed concerning and shall render the Work in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments

The Contractor shall obtain at its sole cost and expense and shall maintain such licenses, permits and approvals as may be required by law for the performance of the Work. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from, or are necessary for, the Contractor's performance of the Work. The Contractor shall indemnify, defend and hold harmless the City, its officers, employees or agents against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against the City.

1.5 Familiarity with Work

By executing this Agreement, the Contractor warrants that it:

1.5.1. Has thoroughly investigated and has considered the scope of the Work;
1.5.2. Has carefully considered how the Work should be performed;
1.5.3. Fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement;
1.5.4. Has, or will, investigate the site and is, or will be, fully acquainted with the existing conditions prior to commencement of any aspect of the Work upon any site that may be needed to perform the Work;
1.5.5. Shall immediately inform the City should the Contractor discover any latent or unknown conditions which will materially affect the performance of any aspect of the Work and shall not proceed except at Contractor's sole risk and expense until written instructions are received from an authorized representative of the City.

1.6 Care of the Work

The Contractor shall adopt reasonable methods during the life of this Agreement to furnish continuous protection of the Work and any related equipment, materials, papers, documents, plans, studies and/or other components to prevent losses or damages. The Contractor shall be responsible for all damages to persons or property until acceptance of the Work by the City, except such losses or damages as may be caused by the City's own negligence.

1.7 Warranty

The Contractor warrants that all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material or workmanship. The Contractor agrees that for a period of three (3) years (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work, faulty material or workmanship or non-conformance of the work with the Scope of Work, scope of work, proposal or bid, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at the Contractor's sole cost and expense. The Contractor shall act sooner as requested by the City in response to an emergency. In addition, the Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective or faulty material or workmanship or non-conforming work and any work which becomes damaged in the course of repairing or replacing the defective or faulty material or workmanship or non-conforming work. For any work corrected, the Contractor's obligation to correct defective or faulty material or workmanship or non-conforming work shall be reinstated for an additional one-year period, commencing with the date of acceptance of the corrected work. The Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by the Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and the Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. If the Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or faulty material or workmanship or non-conforming work and any work damaged by any defective or faulty material or workmanship or non-conforming work at the Contractor's sole expense. The Contractor shall be obligated to fully reimburse the City for any expenses

incurred upon demand. This provision may be waived in Exhibit B if the Work does not include construction of any improvements or the supplying of equipment or materials.

1.8 Further Responsibilities of Parties

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the Work of the other.

1.9 Services in Addition to the Work

The City shall have the right at any time during the performance of the Work, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Work (Exhibit A) or make changes by altering, adding to or deducting from Scope of Work (Exhibit A). No such extra services may be undertaken unless a written order is first given by the City Manager to the Contractor. These extra services may include an adjustment in (i) the Schedule of Compensation (Exhibit C), and/or (ii) Schedule of Performance (Exhibit D), (if applicable) and these adjustments are subject to the written approval of the Contractor. Any increases in the Schedule of Compensation (Exhibit C), taken either separately or cumulatively, must be approved by the City Manager if the total cost of the services does not exceed $50,000. If the total cost of the services will exceed $50,000, the extra services need to be approved by the Mayor. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work or reasonably contemplated by it.

1.10 Special Requirements

Additional terms and conditions of this Agreement, if any, which are made a part of this Agreement, are set forth in the "Special Requirements" which are attached as Exhibit B (if applicable) and are incorporated in this Agreement by this reference. If a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of this Agreement shall govern.

2. COMPENSATION AND METHOD OF PAYMENT

2.1. Agreement Sum

Subject to any limitations set forth in this Agreement, the City agrees to pay the Contractor the amounts specified in the "Schedule of Compensation" attached as Exhibit C and incorporated in this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **$434,025.00** ("**Agreement Sum**"), unless additional compensation is approved pursuant to Section 1.9. The Schedule of Compensation shall include the attendance of the Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the Work with the City is a critical component of the Work. If the

Contractor is required to attend additional meetings to facilitate such coordination, the Contractor shall not be entitled to any additional compensation for attending these meetings. The Contractor acknowledges that the City is greatly concerned about the cost of work and the Work. For this reason, the Contractor agrees that if the Contractor becomes aware of any facts, circumstances, techniques or events that may or will materially increase or decrease the cost of the Work contemplated in this Agreement and specified in the Schedule of Compensation, the Contractor shall promptly notify the City Manager of this fact, circumstance, technique or event and the estimated increased or decreased cost and, if the Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed. The Contractor understands that even if it notifies the City Manager of an increase, the City shall not pay any additional funds to the Contractor for any increase unless the Parties fully execute a written amendment to this Agreement pursuant to Section 9.4.

2.2 Method of Compensation

The method of compensation may include:

2.2.1. a lump sum payment upon completion;
2.2.2. payment in accordance with specified tasks or the percentage of completion of the Work;
2.2.3. payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Agreement Sum;
2.2.4. such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses and travel expenses approved by the City Manager in advance and only if specified in the Schedule of Compensation.

2.4 Invoices

Each month, the Contractor shall furnish to the City an invoice for all services performed and expenses incurred during the preceding month to carry out the Work. Contractor shall furnish an invoice in a form approved by City's Finance Director and which includes copies of all receipts. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment and supplies.

The City shall independently review each invoice submitted by the Contractor to determine whether the services performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for services performed or expenses incurred by the Contractor which are disputed by the City, or as provided in Section 7.3., the City shall use its best efforts to cause the Contractor to be paid for an invoice within forty-five (45) days of

receipt of the Contractor's correct and undisputed invoice. If any charges or expenses are disputed by the City, the City shall notify the Contractor within thirty (30) days of receipt of the invoice and request that the Contractor correct and resubmit the invoice.

2.5 Waiver

Payment to the Contractor for services performed pursuant to this Agreement shall not be deemed to waive any defect in the work, faulty material or workmanship or non-conformance of the services performed by the Contractor.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance

The Contractor shall commence the services pursuant to this Agreement upon full execution of this Agreement and shall perform all services within the time period(s) established in the Schedule of Performance attached as Exhibit D and incorporated in this Agreement by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the City Manager.

3.3 Force Majeure

The time period(s) specified in the Schedule of Performance for performance of the services pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of any delay notify the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of any delay and extend the time for performing the services for the period of the delay when, and if, in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance

The City may inspect and accept or reject any of the Contractor's work under this Agreement, either during performance or when the terms of this contract are fully completed. The City shall reject or finally accept the Contractor's work within forth five (45) days after the services being provided to the City are fully completed. The City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. The City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by the City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 5, pertaining to insurance, indemnification and bonds.

3.5 Term

Unless terminated earlier in accordance with Section 7.8 of this Agreement, the term of this Agreement shall be for twelve (12) months, beginning on the date of full execution of this Agreement and extending through and concluding at 11:59 p.m. on the day before the anniversary date of this Agreement ("**Term**"). This Agreement shall automatically be extended for an additional year at the end of any Term unless either Party provides written notice of its desire not to renew this Agreement to the other Party prior to sixty (60) days of the expiration of any Term or extension. This Agreement shall continue to automatically renew indefinitely until terminated by either Party, except as otherwise provided in the Schedule of Performance (Exhibit D).

4. COORDINATION

4.1 Representatives and Personnel of Contractor

The following principals of the Contractor ("**Principals**") are designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the Work:

(Name) (Title)

(Name) (Title)

(Name) (Title)

The Contractor expressly understands that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for the City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Work. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of the City. Additionally, the Contractor shall make every reasonable effort to maintain the stability and continuity of the Contractor's staff, if any, assigned to perform the Work. The Contractor shall notify the City of any changes in the Contractor's staff assigned to perform the Work, prior to and during any such performance.

4.2 Status of Contractor

In providing the Work under this Agreement, the Parties expressly agree that the Contractor is acting as an independent contractor and not as an employee of the City. The Contractor shall have no authority to bind the City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the City. The Contractor shall not at any time nor in any manner represent that the Contractor or any of the Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of the City. Neither the Contractor, nor any of the Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the City's employees. The Contractor expressly waives any claim the Contractor may have to any such rights.

4.3 Contract Officer

The Contract Officer shall be such person as may be designated by the City Manager of the City. Should the City Manager appoint a Contract Officer, it shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Work and the Contractor shall refer any decisions which must be made by the City to the Contract Officer. Unless otherwise specified in this Agreement, any required approval of the City shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required to carry out the terms of this Agreement. In the absence of a designated Contract Officer, the City Manager shall serve the duties of the Contract Officer as specified above on behalf of the City.

4.4 Independent Contractor

Neither the City nor any of its employees shall have any control over the manner, mode or means by which the Contractor, its agents or employees, perform the Work required in this Agreement, except as otherwise set forth in this Agreement. The City shall have no voice in the

selection, discharge, supervision or control of the Contractor's employees, representatives or agents, or in fixing their number, compensation or hours of service. The Contractor shall perform the Work as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

4.5 Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of the Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, the Contractor shall not contract with any other entity to perform in whole or in part the Work without the express written approval of the City. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City. Transfers restricted by this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of the Contractor, taking all transfers into account on a cumulative basis. If any such unapproved transfer, including any bankruptcy proceeding, the City, at its sole discretion, may void this Agreement in whole or in part. No approved transfer shall release the Contractor or any surety of the Contractor of any liability without the express consent of the City.

5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages

General: The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, during the entire term of this Agreement including any extension as specified in Section 3.2, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of the City:

Comprehensive General Liability Insurance: A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

Worker's Compensation Insurance: A policy of worker's compensation insurance in an amount sufficient to fully comply with the laws of the State of Utah and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage

arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the Work.

Automotive Insurance: A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. The policy shall include coverage for owned, non-owned, leased and hired cars.

Professional Liability: Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to the Work. The insurance must be maintained for at least five consecutive years following the completion of the Work or the termination of this Agreement. During this additional five-year period, the Contractor shall annually, and upon request of the City, submit written evidence of this continuous coverage.

Additional Insurance: Policies of such other insurance, as may be required in the Special Requirements.

5.2 General Insurance Requirements

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by the City or its officers, employees or agents shall apply in excess of, and not contribute with the Contractor's insurance. The insurer is deemed to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of these policies of insurance shall provide that the insurance may not be amended or cancelled by the insurer or any Party without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. If any of these policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the City Manager. The Contractor shall not commence the Work or any other services until the Contractor has provided the City with Certificates of Insurance or appropriate evidence of the above insurance coverages and these Certificates of Insurance or appropriate evidence of the above insurance are accepted by the City. The City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to the City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION: SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED, THE ISSUING COMPANY SHALL

MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED IN THIS AGREEMENT.

[to be initialed] _____

Agent Initials

The City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds with respect to: liability arising out of activities the Contractor performs; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, and its respective elected and appointed officers, officials, employees or volunteers. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

5.3 Indemnification

To the full extent permitted by law, the Contractor shall indemnify, defend at its own expense and hold harmless the City, its officers, employees, agents and volunteers ("**Indemnified Parties**") against, and shall hold and save them and each of them harmless from any and all liability and actions whether judicial, administrative, regulatory or arbitrated ("**Actions**") and any and all losses, claims, expenses or damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the Work or any other operations or activities provided in this Agreement of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Contractor is legally liable ("**Indemnors**"), or arising from the Contractor's negligent, reckless or willful misconduct, or arising from the Contractor's Indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement ("**Claims**"). The Contractor shall defend any Action filed in connection with any such Claims and shall pay all costs and expenses, including legal costs and attorneys' fees incurred in connection with any Claims.

The Contractor shall promptly pay any judgment rendered against the City, its officers, agents or employees for any such Claims arising out of or in connection with the performance of or failure to perform services, operations or activities of the Contractor and the Contractor agrees to save and hold the City, its officers, agents, and employees harmless.

If the City, its officers, agents or employees is made a party to any Action filed or prosecuted against the Contractor for such Claims arising out of or in connection with the performance of or failure to perform the services, operation or activities of the Contractor, the Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Failure of the City to monitor compliance with these provisions shall not be a waiver of this requirement. The provisions of this Section do not apply to claims or liabilities occurring as a result of the City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from the City's negligence, except that design professionals' indemnity shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Contractor and shall survive termination of this Agreement.

5.4 Performance Bond

Concurrently with execution of this Agreement, and if required in Exhibit B, the Contractor shall deliver to the City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.5 Sufficiency of Insurer or Surety

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in Utah, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City Manager due to unique circumstances. If this Agreement continues for more than three years duration, or the City Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the City Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City

Manager to the City Council of City within ten (10) days of receipt of notice from the City Manager.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records

The Contractor shall keep all ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to the City and Work ("**Records**"), as shall be necessary to perform the Work and enable the City to evaluate the performance of the Work. Any and all such Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City shall have full and free access to these Records at all times during normal business hours of the City, including the right to inspect, copy, audit and make transcripts from such Records. The Contractor shall maintain such Records for a period of seven (7) years following completion of the Work, and the City shall have access to such Records if an audit is required. If of dissolution of Contractor's business, custody of the Records shall be given to the City, and access shall be provided by Contractor's successor in interest.

6.2 Reports

The Contractor shall periodically prepare and submit to the City Manager (or his or her designee) such reports concerning the performance of the Work required by this Agreement as the City Manager (or his or her designee) shall require as well as any reporting required in the Scope of Work.

6.3 Ownership of Documents

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("**Documents**") prepared by the Contractor, its employees and agents in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the City Manager (or his or her designee) or upon the termination of this Agreement. The Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the Documents. Any use, reuse or assignment of such Documents for other projects and/or use of uncompleted documents without specific written authorization by the City shall be at the Contractor's sole risk and without liability to the City. The Contractor may retain copies of such Documents for its own use. The Contractor shall have an unrestricted right to use the concepts embodied.

6.4 Confidentiality and Release of Information

All information gained or work product produced by the Contractor in performance of this Agreement shall be held confidential by the Contractor unless such information is in the public

domain or already known to the Contractor. The Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the City Manager (or his or her designee).

The Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Work. Response to a subpoena or court order shall not be considered "voluntary."

If the Contractor, or any officer, employee or agent of the Contractor, provides any information or work product in violation of this Agreement, the City shall have the right to reimbursement and indemnity from the Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of the Contractor's conduct.

The Contractor shall immediately notify the City should the Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the Work. The City retains the right, but has no obligation, to represent the Contractor or be present at any deposition, hearing or similar proceeding. The Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response provided by the Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 Utah Law

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Utah. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Grand, State of Utah, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the District of Utah, Tenth Circuit.

7.2 Disputes; Default

If the Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating the Contractor for any services performed after the date of default. Instead, the City may give notice to the Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default.

This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If the Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Section. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds

The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute or which are necessary to compensate the City for any losses, costs, liabilities or damages suffered by the City, and (ii) all amounts for which the City may be liable to third parties, by reason of the Contractor's acts or omissions in performing or failing to perform the Contractor's obligation under this Agreement. If any claim is made by a third party, the amount or validity of which is disputed by the Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the City as elsewhere provided in this Agreement.

7.4 Waiver

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of _____ ($_____) as liquidated damages for each working day of delay in the performance of any service required by this Agreement, as specified in the Scope of Work (Exhibit A) and Schedule of Performance (Exhibit D). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the City Manager. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services except those as may be specifically approved by the City Manager. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the City Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the City Manager, except as provided in Section 7.3. If the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced and/or services delivered. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, the City may, after compliance with the provisions of Section 7.2, take over the services and see them to completion by contract or otherwise. Should this occur, the Contractor

shall be liable to the extent that the total cost for completion of the services required exceeds the Schedule of Compensation in this Agreement (provided that the City shall use reasonable efforts to mitigate such costs), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of amount in excess of the Schedule of Compensation.

7.10 Attorneys' Fees

If either Party to this Agreement is required to initiate or defend is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation.

8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-Liability of City Officers and Employees

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest

The Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder the Contractor's performance of services under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee or agent without the express written consent of the City Manager. The Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Contractor warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination

The City is committed to providing equal employment opportunity for all persons without regard to race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law. The Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against any person or group of persons on account of race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law.

9. MISCELLANEOUS PROVISIONS

9.1 Notices

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and served personally, sent via email, or sent by prepaid, first-class mail, in the case of the City, to the City Manager, City of Moab, 217 East Center Street, Moab, UT 84532 or mblack@moabcity.gov and in the case of the Contractor, to the person at the physical and email addresses designated on the signature page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. For the purposes of this agreement, the term “shall” means an action that is required or mandatory.

9.3 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment

This Agreement including the attachments is the entire, complete and exclusive expression of the understanding of the Parties on the subject of this Agreement. There are no oral agreements between the Parties concerning this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and signed by the Contractor and by the City Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability

If any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid or unenforceable by an order, judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs or sections of this Agreement which are hereby agreed to be severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority

The persons executing this Agreement on behalf of the Parties warrant that (i) the Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of the Party, (iii) by executing this Agreement, the Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

9.7 No Waiver of Immunity

The City advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this Agreement are expressly limited to the amounts identified in the Act. Further, nothing in this Agreement shall be deemed to abrogate or waive any immunity possessed by the City, including immunity under the Utah Governmental Immunity Act, U.C.A. § 63G-6-101, et seq., or other applicable law.

9.8 Titles/Headings

The headings in the Agreement are for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

9.9 Necessary Acts of Cooperation

The Parties agree to do any act or thing necessary to execute any and all documents or instruments required by this Agreement and which are necessary and proper to make effective the provisions of and transaction contemplated by this Agreement. Provided, however, that neither Party shall act, or purport to act, on behalf of the other without the express written consent of the other Party.

9.10 Legal Review

The Parties represent and agree that they had full opportunity to review this Agreement and that they accept the terms hereof. The rule that such an agreement is to be construed against its drafter shall not apply to this Agreement.

9.11 Incorporation of Recitals

The recitals set forth in this Agreement are incorporated as part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as follows:

CITY:

Dated: _____

CITY OF MOAB, a municipal corporation

_____
Carly Castle
Acting City Manager

CONTRACTOR:

_____

_____

Dated: _____

By:_____
Name:
Title:

Address:_____

Email: _____

ATTESTED:

By:_____

_____
Sommar Johnson
City Recorder

save time - save energy - save money

Proposal

December 19, 2025

To Obe Tejada
City of Moab

Re: Moab Utilities SCADA Replacement Project

SKM is pleased to provide the following scope of work and costs for the City of Moab SCADA Replacement project. This document is meant to serve as an attachment to our original proposal.

Project Scope

1. **Task 0 – Design**
    a. **Comprehensive review of existing hardware, software, and programming**
    b. **Recommendations based on findings**
    c. **Drafting and designing replacement panels, communications**
2. **Task 1 - SCADA Server Software, Hardware and Configuration**
    a. Qty 2 Dell Tower Servers (Primary and Backup)
    b. Ignition Licensing for Primary and Backup server
        i. Unlimited tags and clients
        ii. Voice, E-mail and Text Alarming
        iii. Historian
        iv. Perspective Visualization package
    c. Cradlepoint Firewall/Router
    d. Labor for server setup and configuration
    e. Labor for reporting setup
3. **Task 2 – Sewer Plant SCADA Migration**
    a. Migrate existing sewer plant SCADA from iFix system into Ignition SCADA system
    b. Migrate 1 year of historical data from existing system
4. Task 3 – Skakel Booster Station SCADA

a. SCADA Backpanel replacement buildup
    i. Allen-Bradley 1769-L18ER PLC with IO
    ii. Phoenix Quint Power system and UPS
    iii. Cradlepoint router for communications with external antennas
    iv. Drawings for new buildup
b. Installation of new backpanel and testing of existing IO
c. Installation of new MP8000 to replace existing 777 Motor savers
d. Run two Ethernet cables to the MP8000
e. Run new cabling to tie in the CL2 Weight Sensor
f. Install on-site switch for intrusion alarming
g. Install surge arrestors from tank level sensor and abandon SCADA at the tank site
h. Programming of PLC and SCADA Integration

5. Task 4 – Well 6 SCADA

a. SCADA Backpanel replacement buildup
    i. Allen-Bradley 1769-L18ER PLC with IO
    ii. Phoenix Quint Power system and UPS
    iii. Cradlepoint router for communications with external antennas
    iv. Drawings for new buildup
b. Installation of new backpanel and testing of existing IO
c. Installation of new MP8000 to replace existing 777 Motor saver
d. Run one Ethernet cable to the MP8000
e. Install on-site switch for intrusion alarming
f. Programming of PLC and SCADA Integration

6. Task 5 – Well 10 SCADA

a. New SCADA Panel buildup
    i. Allen-Bradley 1769-L18ER PLC with IO
    ii. Phoenix Quint Power system and UPS
    iii. Cradlepoint router for communications with external antennas

iv. AC Unit for temperature control

v. Drawings for new buildup

b. Installation of new panel and testing of existing IO

c. Installation of new MP8000 to replace existing 777 Motor saver

d. Run one Ethernet cable to the MP8000

e. Install on-site switch for intrusion alarming

f. Programming of PLC and SCADA Integration

7. **Task 6 – Well 12 SCADA**

a. New SCADA Panel buildup

i. Allen-Bradley 1769-L18ER PLC with IO

ii. Phoenix Quint Power system and UPS

iii. Cradlepoint router for communications with external antennas

iv. RS485 Converter for the Flow Meter

v. Drawings for new buildup

b. Installation of new Panel, wiring and testing of existing IO

c. Run one Ethernet cable to the VFD

d. Install on-site switch for intrusion alarming

e. Programming of PLC and SCADA Integration

8. **Task 7 – Lower Booster SCADA**

a. New SCADA Backpanel buildup

i. Allen-Bradley 1769-L18ER PLC with IO

ii. Phoenix Quint Power system and UPS

iii. Cradlepoint router for communications with external antennas

iv. RS485 Converter for the Flow Meter

v. Drawings for new buildup

b. Installation of new backpanel, wiring and testing of existing IO

c. Install on-site switch for intrusion alarming

d. Programming of PLC and SCADA Integration

9. **Task 8 – Upper Booster SCADA**
    a. New SCADA Backpanel buildup
        i. Allen-Bradley 1769-L18ER PLC with IO
        ii. Phoenix Quint Power system and UPS
        iii. Cradlepoint router for communications with external antennas
        iv. RS485 Converter for the Flow Meter
        v. Drawings for new buildup
    b. Installation of new backpanel, wiring and testing of existing IO
    c. Install on-site switch for intrusion alarming
    d. Programming of PLC and SCADA Integration
10. **Task 9 – Lionsback Lift Station SCADA**
    a. New SCADA Backpanel buildup
        i. Allen-Bradley 1769-L18ER PLC with IO
        ii. Phoenix Quint Power system and UPS
        iii. Cradlepoint router for communications with external antennas
        iv. Drawings for new buildup
    b. Installation of new backpanel, wiring and testing of existing IO
    c. Installation of new MP8000 to replace existing 777 Motor savers
    d. Run two Ethernet cables to the MP8000
    e. Programming of PLC and SCADA Integration
11. **Task 10 – North Trunk Lift Station SCADA**
    a. New SCADA Panel buildup
        i. Allen-Bradley 1769-L18ER PLC with IO
        ii. Phoenix Quint Power system and UPS
        iii. Cradlepoint router for communications with external antennas
        iv. AC Unit for temperature control
        v. Drawings for new buildup
    b. Installation of new Panel, wiring and testing of existing IO

c. Installation of new MP8000 to replace existing 777 Motor savers

d. Run two Ethernet cables to the MP8000

e. Programming of PLC and SCADA Integration

12. Task 11 – Powerhouse Tank SCADA

a. Remove existing SCADA Hardware

b. Install the following:

i. Cradlepoint for communication

ii. Moxa e1242 extended temperature for IO

c. Utilize existing solar setup and system

13. Task 12 – Mountain View Tank SCADA

a. Remove existing SCADA Hardware

b. Install the following:

i. Cradlepoint for communication

ii. Moxa e1242 extended temperature for IO

c. Utilize existing solar setup and system

14. Task 13 – Old City Park SCADA

a. Remove existing SCADA Hardware

b. Install the following:

i. Cradlepoint for communication

ii. Moxa e1242 extended temperature for IO

iii. Phoenix Power system with UPS

iv. Drawings for buildup

c. Utilize existing enclosure

d. Run new conduit and cabling from flow meter in yard and tie into SCADA

15. Task 14 – Whites SCADA

a. Remove existing SCADA Hardware

b. Install the following:

i. Cradlepoint for communication

ii. Moxa e1242 extended temperature for IO

iii. Phoenix Power system with UPS

iv. Drawings for buildup

c. Utilize existing enclosure

16. **Task 15 – Spring 3 SCADA**

a. Remove existing SCADA Hardware

b. Install the following:

i. Cradlepoint for communication

ii. Moxa e1242 extended temperature for IO

c. Utilize existing solar setup and system

17. **Task 16 – Spring 2 SCADA**

a. New enclosure buildup with the following:

i. Cradlepoint for communication

ii. Moxa e1242 extended temperature for IO

iii. Phoenix power system with UPS

iv. Drawings for new buildup

b. Run conduit to meter to tie into SCADA

18. **Task 17 – Williams Way SCADA**

a. New enclosure buildup with the following:

i. Cradlepoint for communication

ii. Moxa e1242 extended temperature for IO

iii. Phoenix power system with UPS

iv. Drawings for new buildup

b. Run conduit and cabling to existing control box to pick up IO

19. **Task 18 – Lions Park SCADA**

a. New enclosure buildup with the following:

i. Cradlepoint for communication

ii. Moxa e1242 extended temperature for IO

iii. Phoenix power system with UPS

iv. Drawings for new buildup

b. Run conduit and cabling to existing control box to pick up IO

20. Task 19 – Lionsback Tank SCADA

a. Install the following in existing enclosure:

i. Moxa e1242 extended temperature for IO

ii. Phoenix power system with UPS

iii. Drawings for new buildup

b. Utilize existing radio to Upper Booster

Costs

Task	Cost
Task 0 – System Design	**$22,300**
Task 1 - SCADA Server Software, Hardware and Configuration	**$63,650**
Task 2 - Sewer Plant SCADA Migration	**$33,300**
Task 3 – Skakel Booster SCADA	**$26,155**
Task 4 – Well 6 SCADA	**$29,350**
Task 5 – Well 10 SCADA	**$24,710**
Task 6 – Well 12 SCADA	**$29,930**
Task 7 – Lower Booster SCADA	**$27,935**
Task 8 – Upper Booster SCADA	**$27,900**
Task 9 – Lionsback Lift Station SCADA	**$24,645**
Task 10 – North Trunk Lift Station SCADA	**$32,360**
Task 11 – Powerhouse Tank SCADA	**$5,785**
Task 12 – Mountain View Tank SCADA	**$5,785**
Task 13 – Old City Park SCADA	**$6,345**
Task 14 – White's SCADA	**$6,345**

Task 15 – Spring 3 SCADA	**$5,445**
Task 16 – Spring 2 SCADA	**$13,445**
Task 17 – Williams Way Lift Station SCADA	**$14,445**
Task 18 – Lions Park Lift Station SCADA	**$14,150**
Task 19 – Lionsback Tank SCADA	**$6,345**

Total Design: $22,300

Total Implementation: $398,025

Letter of Credit: $13,700

Total Project Cost: $434,025

Exclusions and Exceptions

1. Encoders for flow meters are to be provided by the city.
2. Trenching at Old City Park for conduit run is to be provided by the city.
3. Pricing for Spring 2 was with the assumption 120VAC power would be available.

Confidentiality

The Client agrees that the technical methods and techniques utilized by SKM for the project shall not be shared with third parties without express written consent of SKM.

Standard Rates

Any work performed outside of the listed scope of items will be billed time and materials at our standard rates:

1. Electrical Engineer: $235
2. Programmer: $195
3. Materials and travel expenses billed at cost plus 10%

Closing,

Allen Rogers
SKM Engineering, LLC

EXHIBIT B
SPECIAL REQUIREMENTS

EXHIBIT C
SCHEDULE OF COMPENSATION

I. The Contractor shall perform the following services:

TASK	COST
Task 0 – System Design	$22,300.00
Task 1 - SCADA Server Software, Hardware and Configuration	$63,650.00
Task 2 - Sewer Plant SCADA Migration	$33,300.00
Task 3 – Skakel Booster SCADA	$26,155.00
Task 4 – Well 6 SCADA	$29,350.00
Task 5 – Well 10 SCADA	$24,710.00
Task 6 – Well 12 SCADA	$29,930.00
Task 7 – Lower Booster SCADA	$27,935.00
Task 8 – Upper Booster SCADA	$27,900.00
Task 9 – Lionsback Lift Station SCADA	$24,645.00
Task 10 – North Trunk Lift Station SCADA	$32,360.00
Task 11 – Powerhouse Tank SCADA	$5,785.00
Task 12 – Mountain View Tank SCADA	$5,785.00
Task 13 – Old City Park SCADA	$6,345.00
Task 14 – White's SCADA	$6,345.00
Task 15 – Spring 3 SCADA	$5,445.00
Task 16 – Spring 2 SCADA	$13,445.00
Task 17 – Williams Way Lift Station SCADA	$14,445.00
Task 18 – Lions Park Lift Station SCADA	$14,150.00
Task 19 – Lionsback Tank SCADA	$6,345.00
Letter of Credit	$13,700.00
TOTAL	$434,025.00

Breakdown of cost	
Design	**$22,300.00**
Hardware and Implementation	**$398,025.00**
Letter of Credit	**$13,700.00**
	$434,025.00

Standard Rates
Any work performed outside of the listed scope of items will be billed time and materials at our standard rates:
1. Electrical Engineer: $235
2. Programmer: $195
3. Materials and travel expenses billed at cost plus 10%

II. The City will compensate the Contractor for services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged for the services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the services.

EXHIBIT D
SCHEDULE OF PERFORMANCE

I. Contractor shall deliver the Work and all other services to the City by:

The Contractor shall furnish and complete the Work, together with all related services, no later than eight (8) months after the Notice to Proceed is issued.

II. The City Manager may approve extensions for performance of the Work and all other services in accordance with Section 3.2.

MOAB CITY COUNCIL AGENDA January 27, 2026

TITLE: Consideration and Possible Approval of a Development Agreement for 57 West Kane Creek Boulevard Parcel 01-0001-0200 between Amasa Holdings LLC and the City of Moab, Utah.

DISPOSITION: Discussion and possible action

PRESENTER/S: Cory Shurtleff, Community Development Director and Johanna Blanco, Associate Planner

ATTACHMENT/S:

Exhibit 1- Development Agreement Draft Redlined

Exhibit 2- Development Agreement Draft Clean

STAFF RECOMMENDATION: Approve the Development Agreement for 57 West Kane Creek Boulevard Parcel 01-0001-0200 between Amasa Holdings LLC and the City of Moab, Utah, with or without modifications to the Moab City Council

OTHER OPTIONS: Continue or table action to a later meeting with specific direction to City Staff as to additional information needed to make decision or deny approval of the Development agreement, giving specific findings for decision.

RECOMMENDED MOTION: I Motion to approve of the Development Agreement for 57 West Kane Creek Boulevard Parcel 01-0001-0200 between Amasa Holdings LLC and the City of Moab, Utah

SUMMARY:

The Developer has applied to the City to construct a moderate-income multi-housing project on the Property consisting of three phases, each to be owned by an affiliate of Developer, that would involve: the construction of forty-four (44) new construction units containing twenty-one (21) two (2) bedroom units, eleven (11) three (3) bedroom units, twelve (12) four (4) bedroom units and 6 rehabilitation units containing six (6) two (2) bedroom units and construction of a clubhouse and leasing office building making up Phase 1; eight (8) new construction one (1) bedroom units in one building and rehabilitation of thirty (30) two (2) bedroom units across five (5) existing buildings making up Phase 2; and the development of up to four (4) buildings including up to twelve (12) units making up Phase 3.

The Project will receive Low Income Housing Tax Credits that restrict the maximum rent limits of the affected units. These limits can be seen in Exhibit 7 of the Agreement. The term of the LIHTC agreement with the Utah Housing Corporation is 50 years.

In the Agreement, the City will give the Project;

1. A reduction of 5 feet from the 15-foot front setback of the R-3 zone,
2. Alteration to parking calculation to allow 1 parking space per unit in phase 3, regardless of the number of bedrooms
3. Waiver of AEH requirement for the R-3 Zone
4. Custom process for plan and plat approvals based on the Master Planned Development process

The reduction in parking and setbacks allows the Developer to fit the proposed amount of units on site, as well as keep the clubhouse in a central location on the site. The rent limits imposed by the LIHTC agreement may have a similar effect to the AEH requirements required in the R-3 zone in creating housing for Grand County residents. The complexity of the site and product proposed in this Project necessitates the formation of a custom process that balances public engagement with administrative approvals for expedited development.

On December 11, 2025, the Planning Commission forwarded a positive recommendation for the approval of the Development Agreement with no modifications.

RELEVANT LAWS, STUDIES & PLANS:
10-20-508 Utah State Code, 2023 Moab Area Affordable Housing Plan

RESPONSIBLE DEPARTMENT:
Community Development, Administration

FINANCIAL IMPACT:
50 deed-restricted units under 55% AMI will be made available to residents of the City of Moab.

RECORD AGAINST THE FOLLOWING PARCEL OF LAND:
01-0001-0200

WHEN RECORDED RETURN TO:
Cory Shurtleff
Planning & Zoning Administrator
City of Moab
217 E. Center Street
Moab, UT 84532

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MOAB AND AMASA HOLDINGS LLC

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered by and between AMASA HOLDINGS LLC, a Utah limited liability company ("**Developer**") and the CITY OF MOAB, a municipality and political subdivision of the State of Utah (the "City"). Developer and the City are hereinafter sometimes referred to individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. Developer owns approximately 4.54 acres of real property with the City's R-3 zone located at 57 Kane Creek Boulevard, as more particularly described in **Exhibit 1** (the "**Property**").

B. Developer has applied to the City on behalf of the future owners of each phase of development to construct a moderate-income multi-housing project on the Property consisting of three phases, each to be owned by an affiliate of Developer, that would involve: (a) the construction of forty-four (44) new construction units containing twenty-one (21) two (2) bedroom units, eleven (11) three (3) bedroom units, twelve (12) four (4) bedroom units and 6 rehabilitation units containing six (6) two (2) bedroom units and construction of a clubhouse and leasing office building with unit mix affordability indicated on Exhibit 2 hereto ("**Phase 1**"); (b) eight (8) new construction one (1) bedroom units in one building and rehabilitation of thirty (30) two (2) bedroom units across five (5) existing buildings with unit mix affordability s indicated on Exhibit 2 hereto ("**Phase 2**"); and (c) development of up to four (4) buildings including up to twelve (12) units ("**Phase 3**", collectively with Phase 1 and Phase 2, the "**Project**").

C. Developer or its affiliates (in this context, "LIHTC Developer") have received awards of Low-Income Housing Tax Credits ("**LIHTC**") c for Phases 1 and 2. The LIHTC program requires, among other things: (i) LIHTC Developer to construct 52 units of new affordable rental units and rehab the 36 existing affordable rental units in exchange for certain tax incentives; and (ii) LIHTC Developer to execute and record land use restrictive agreements ("**LURAs**") to ensure that the units are used for affordable housing for a period of 50 years from the effective date of each respective LURA.

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D. As part of the Project, Developer shall subdivide the Property into separate parcels with most parcels including rentable "townhouse" buildings, that may be collectively or individually owned, and developed in accordance with the most applicable provisions of the Moab Municipal Code (the "**Code**"), provided that Developer desires to have the option of utilizing condominium division of units within four (4) of the parcels .

E. The City's R-3 Zone allows for multi-family residential developments but excludes commercial and industrial uses which the Project does not include.

F. The Project includes several unique characteristics that require exceptions to the Moab Municipal Code (the "**MMC**"), including the City's setback and parking requirements.

G. The Parties desire to enter into this Agreement to enact development standards that are specific to the unique and complex nature of the Project.

H. In connection with the transfer of the townhouse parcels applicable to each phase of the Project to the respective owners of each phase, the Parties anticipate that the applicable portions of this Agreement would be released at the transfer of said parcel(s) to the new phase owner and replaced by phase-specific development agreements that are acceptable to the City.

I. The City Council finds that the Project aligns with the City's goals of increasing the supply of low-income family-oriented housing and preserving and extending the affordability of existing moderate-income housing, promoting sustainable development.

J. The Parties desire to execute this Agreement in accordance with the City's authority under Utah Code § 10-20-508 to execute development agreements to implement development incentives for affordable or moderate-income housing.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals and Exhibits. The recitals and exhibits are hereby incorporated by reference as part of this Agreement.

2. Effective Date. This Agreement shall go into effect upon the date both Parties execute the Agreement (the "**Effective Date**").

3. Specific Development Standards.

3.1. General. This Agreement is not intended to and does not affect or in any way bind the City to approve any site plan or any plat proposed by Developer that does not comply with applicable law, this Agreement, and the MMC.

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3.2. Plan and Plat Approval Process. Developer shall obtain site plan and plat approval for each phase of the Project from the City in accordance with the City's site-specific land use requirements and development standards in: (i) MMC Chapter 17.48 regarding the R-3 Zone; (ii) the Project-specific procedures in this Section 3; and (iii) the following exceptions to the MMC:

3.2.1. Front yard setbacks for the Project shall be ten (10) feet; and

3.2.2. The total number of parking stalls for the Project shall be determined based on the following requirements: one (1) stall per one bedroom unit and 1.5 stalls per two bedroom+ unit on Phase 1 and Phase 2 and one (1) stall per unit on Phase 3.

3.3 Project Phasing. Developer shall construct the Project in approximate accordance with the phasing schedule attached as **Exhibit 2**. The City shall approve any modifications to the phasing schedule administratively without the need for further Council review or approval.

3.4. Development .

3.4.1. *Generally.* Developer shall work with City staff to develop the number of parcels that shall be required for each Phase, provided that, except as expressly modified by this agreement, such subdivisions shall comply with the applicable provisions of Title 16 of the MMC that govern a townhome development. The Parties anticipate that the parcels shall be subdivided in a manner similar to **Exhibit 3**, which depicts conceptual boundaries for the proposed subdivisions. The City's Planning Coordinator shall have authority to approve these subdivisions administratively, including any exceptions that may be required to the MMC in accordance with MMC 16.08.030.

3.4.2. *Land Use Authorities*. The Moab City Planning Commission ("**Planning Commission**") shall be the land use authority responsible for reviewing and approving or denying the preliminary site plan for the Project and the preliminary plat for the Project. The Planning Coordinator shall be the land use authority responsible for reviewing and approving or denying the final site plan for each phase and the final plat for each phase if they are consistent with the preliminary site plan and preliminary plat the Planning Commission approved. If the Planning Coordinator determines in their sole discretion that a final site plan or final plat is not consistent with the preliminary site plan or preliminary plat the Planning Commissioner approved, the Planning Coordinator may refer the final site plan or final plat to the Planning Commission for review and approval or denial.

3.4.3. *Site Plan Process.* Developer shall prepare and submit a preliminary site plan for the Project that complies with MMC 17.67.040 and final site plans for each phase that comply with MMC 17.65.110. The preliminary site plan and all final site plans shall include the same number and type of low-income, LURA-restricted units required under Developer's LIHTC contracts that are

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depicted in the conceptual site plans attached as **Exhibit 4**. Developer shall submit the preliminary site plan for the Project to the Planning Coordinator to review for completeness and for compliance with the MMC and this Agreement. After verifying that the preliminary site plan for the Project is complete and complies with the MMC and this Agreement, the Planning Coordinator shall refer the preliminary site plan to the Planning Commission for review and action. Developer shall submit all final site plans to the Planning Coordinator, who shall administratively approve such plans after verifying that they are complete and comply with the MMC and this Agreement.

3.4.4. *Platting Process.* Developer shall prepare a preliminary plat for the Project and final plats for each phase that comply with Chapter 16.16 of the MMC. Developer shall submit the preliminary plat for the Project to the Planning Coordinator to review for completeness and for compliance with the MMC and this Agreement. After verifying that the preliminary plat for the Project is complete and complies with the MMC and this Agreement, the Planning Coordinator shall refer the preliminary plat to the Planning Commission for review and action. Developer shall submit all final plats to the Planning Coordinator, who shall administratively approve such plats after verifying that they are complete and comply with the MMC and this Agreement.

3.4.5. *Amendments*. The preliminary site plan for the Project and the preliminary plat for the Project, or subsequent revision thereto, shall be binding as to the general intent and apportionment of land for buildings, sewage disposal, storm water management, sensitive area protection, stipulated use, circulation pattern, domestic water, and landscaping. The applicable land use authority designated in Section 3.4.2 shall have authority to act upon amendments to the preliminary site plan for the Project, a final site plan, the preliminary plat for the Project, and final plats. The Planning Coordinator, in their sole discretion, may refer amendments to the final site plan for the Project or a final plat to the Planning Commission for review and action if the proposed amendments are not consistent with the preliminary site plan or preliminary plat the Planning Commission approved for the Project.

3.4.6. *Condominium Parcels*. Developer shall have the right to develop up to four (4) of the parcels as condominium developments (the "**Condominium Parcels**"), the units for which Developer may rent or sell in its discretion. The provisions of the MMC regarding condominiums, including Chapter 17.79, shall govern the development of those parcels Developer designates as Condominium Parcels, which shall be subject to covenants, conditions, and restrictions ("**CC&Rs**") that Developer shall prepare and record against such parcels to govern the interaction of the individual ownership rights of these parcels with the rights of other residents of the Project. The total number of units in the Condominium Parcels shall not exceed twelve (12) units, collectively.

3.4.7. *Access to Common Areas*. Developer shall construct the common

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areas described in **Exhibit 5** (collectively, the "**Common Areas**"). All plats for the Project shall designate the Common Areas as such and shall grant all residents of the Project access to and use of said Common Areas, regardless of the ownership of any parcels that may result from the subdivision of the Property under this Agreement.

3.5. Sustainability Requirements. The Parties agree that the City's authorization of the exceptions to the MMC set forth in Section 3.2 shall be subject to the express condition that the Project apply Enterprise Green Communities standards in construction to meet sustainability requirements as attached hereto in **Exhibit 6**.

3.6. Reasonable Diligence. Developer agrees to proceed with construction of the Project with reasonable diligence consistent with **Exhibit 2.**

4. Approval Process for Development Applications. The City shall process applications for development of the Project in accordance with the provisions of the MMC and this Agreement. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it of the obligation to comply with all of the applicable requirements for approval of preliminary and final subdivision plats, or preliminary and final site plans, as applicable, for the proposed development of the Project consistent with the terms and conditions of this Agreement and the applicable provisions of the MMC.

5. LIHTC Requirements and Waiver of City AEH Requirements. Developer agrees to: (i) comply with the terms of its LIHTC contracts, the applicable terms and conditions of which are summarized in **Exhibit 7**; (ii) execute and record LURAs against the Property that comply with its LIHTC contracts and all applicable laws; and (iii) comply with each LURA it executes and records against the Property. In lieu of Developer's commitments under this Section, the City waives the requirements of Chapter 17.64 of the MMC regarding Active Employee Households ("**AEH**") as applied to the project.

6. Payment of Fees.

6.1. Development Application and Review Fees. Developer shall pay to the City all of the fees, including, but not limited to, application fees, impact fees and connection fees for review and approval of development of any and all phases of the Project in the amounts set forth in the City's Master Fee Schedule.

6.2. Other Fees. The City may charge other fees in existence as of the date of this Agreement, including, without limitation, standard building permit review, and inspection fees for improvements to be constructed on improved parcels that are generally applicable to other developments within the City.

6.3. Reservation of Right to Challenge Fees. Notwithstanding any provision of this Agreement, Developer does not waive Developer's rights under any applicable law to challenge the reasonableness or legality of the amount or imposition of any fees.

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7. Vested Rights.

7.1. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with and subject to compliance with the terms and conditions of this Agreement, the R-3 Zone, Site Plan requirements and other applicable provisions of the MMC as of the Effective Date. If no substantial construction has been initiated as part of the Project within five (5) years of the date of the Effective Date plus any period of force majeure, the City may terminate this Agreement by providing written notice to Developer pursuant to Section 9 of this Agreement. To the extent that there is any conflict between the text portion of this Agreement and the Exhibits, the more specific language or description, as the case may be, shall control. Where any conflict or ambiguity exists between the provisions of the MMC and this Agreement (including the Exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, the rights vested as provided in this Agreement are not exempt from the application of the MMC and to subsequently enacted ordinances to the extent, but only to that extent, that failure to apply such subsequently enacted ordinance would impair the City's reserved legislative powers.

7.2. Reserved Legislative Powers. The Parties acknowledge that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify any development standards that are applicable to the Project under the terms of this Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine of the State of Utah. Any such proposed legislative changes shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

8. Infrastructure and the Provision of Municipal Services.

8.1. Construction of Necessary Infrastructure to Service the Project. Developer agrees to construct and install the infrastructure identified on **Exhibit 8** hereto (the "Required Infrastructure"). Developer shall have the obligation to construct or cause to be constructed and installed the Required Infrastructure, together with any off-site improvements necessary to connect such Required Infrastructure to existing utilities. All such Required Infrastructure shall be constructed in accordance with applicable City standards. Developer may be required to enter into a Development Improvements Agreement and be required to dedicate all Required Infrastructure and associated property interests to the City as provided in MMC 17.67.070.

8.2. Third Party Service Providers. The Parties understand and acknowledge that Developer shall be responsible to obtain any applicable approvals and incur the costs of

constructing any off- site and on-site infrastructure and improvements from third party service providers that are necessary to service any portion of the Property, as applicable, as part of the Project.

8.3. Maintenance of Private Roads and Improvements. Developer shall have the duty to maintain all private roads and areas designated as such on subdivision plats that are located within that portion of the Project constructed on the Property, if any.

8.4. City Provided Services. The City agrees that it shall make available to the Project (subject to completion of Developer's construction of the improvements Developer is required to construct hereunder, and where applicable, application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) all City services to such properties that it provides from time to time to other residents and properties within the City at the same levels of service and on the same terms and at the same rates as provided to other similarly situated properties in the City.

9. Term of Agreement. The term of this Agreement (the "**Term**") shall begin on the Effective Date and terminate fifty (50) years thereafter, unless terminated earlier by the City as provided herein or the Parties modify the Term by written amendment to this Agreement, but the terms of this Agreement shall continue to be effective as to applications that have been submitted and development that has occurred within the Project notwithstanding the termination of this Agreement. Subject to Section 7.2, upon closing of each Phase of the Project and the transfer of the parcel(s) applicable to each phase to the applicable Phase owner, the portions of this Agreement that apply to the phase in question shall terminate and be replaced by a new development agreement that: (i) consistent with this Agreement; (ii) acceptable to the City; (iii) is applicable to that specific phase only; and (iv) has a term that is equal to the Term.

10. Successors and Assigns.

10.1. Binding Effect. This Agreement shall be binding upon the Parties and their respective successors and assigns in so far as it pertains to the ownership or development of any portion of the Property and the Project.

. Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other Party, individual or entity without assigning the rights as well as the responsibilities under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any such request for assignment may be made by letter addressed to the City as provided herein and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns.

11. Default.

11.1. Notice. If Developer or the City fail to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide notice to the other Party as provided herein.

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11.2. Contents of the Notice of Default. The Notice of Default shall:

11.2.1. *Claim of Default.* Specify the claimed event of default;

11.2.2. *Identification of Provisions.* Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default;

11.2.3. *Specify Materiality.* Identify why the default is claimed to be material; and

11.2.4. *Proposed Cure.* The non-defaulting party shall propose a method and time for curing the default by the defaulting party which shall be of no less than sixty (60) days duration.

11.3. Meet and Confer. Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

11.4. Remedies. If, after meeting and conferring, the Parties are not able to resolve the default, then the Parties may have the following remedies:

11.4.1. *Legal Remedies Generally*. The rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance and termination, but not including damages or attorney's fees.

11.4.2. *Legal Remedies for Breach of Section 5.* The Parties further agree that money damages would be an insufficient remedy if Developer breaches its obligations under Section 5 and that the City shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach, including, without limitation, an order from a court of competent jurisdiction requiring Developer to comply with the City's AEH requirements as set forth in Chapter 17.64 of the MMC to the extent such requirements apply to the Project and do not conflict with Developer's obligations under its LIHTC contracts and any LURAs that are still in effect at the time of Developer's breach and that are not otherwise impacted by Developer's breach.

11.4.3. *Enforcement of Security*. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular default.

11.4.4. *Withholding Further Development Approvals*. Upon a material default by Developer, the City shall have the right to withhold all further reviews, approvals, licenses, building permits, certificates of

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occupancy, and/or other permits or approvals for development of the Project on those properties owned by Developer during the existence and continuance of a default beyond any applicable cure period to enforce the terms of this Agreement to the extent allowed under state law, including Utah Code § 10-20-1001 and Utah Code § 10-20-902. This Section 11.4.4 is intended to satisfy the "written document" requirement in Utah Code § 10-20-902(1)(j)(i).

11.5. Public Meeting. Before the City may impose any remedy in this Agreement, including the provisions of Section 11.4.4, the Party allegedly in default shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed default. If, after the meet and confer provided in Section 10.3 and the public meeting before the Council, Developer and the City disagree as to the existence of a default under this Agreement, Developer may request that the City obtain a judgment that Developer is in default from a court of competent jurisdiction in order to withhold development approvals pursuant to Section 11.4.4.

11.6. Extended Cure Period. If any default cannot be reasonably cured within sixty (60) days then such cure period may be extended as needed, by agreement of the Parties for good cause shown, so long as the defaulting Party is pursuing a cure with reasonable diligence.

11.7. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

11.8. Force Majeure. All time periods imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) period of any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Project; or (b) by events reasonably beyond the control of Developer including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, pandemics and acts of God, but which does not include financial condition of Developer or its successors.

12. Notices. All notices and communications required or permitted to be given under this Agreement, shall be in writing and shall be deemed to have been duly given and delivered as of the date the notice is sent, if delivered by mail or email to the below, which the Parties may update from time to time in writing:

To Developer:

Amasa Holdings LLC
50 N. 600 W., Unit D
Salt Lake City, Utah 84116
ivan@givgroup.org

With a copy to:

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Winthrop & Weinstine, P.A.
225 S. 6th Street, Suite 3500
Minneapolis, MN 55402
Attn: Jordan E. Mogensen, Esq.
jmogensen@winthrop.com

To the City of Moab:

Moab City
Attn: City Manager
217 E. Center Street
Moab, Utah 84532
mblack@moabcity.gov

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this Section.

GENERAL TERMS AND CONDITIONS

13. **Agreement to Run with the Land.** This Agreement shall be recorded in the Office of the Grand County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership and development of any portion of the Property. This Agreement shall not be recorded before Developer purchases the Property.

14. **Entire Agreement.** This Agreement, together with the Recitals and Exhibits hereto integrates and constitutes all the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

15. **Further Assurances.** Each Party shall execute and deliver such additional documents and take such further actions as may reasonably be necessary to effectuate the transactions contemplated by this Agreement.

16. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

17. **Non-Liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to Developer, or any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due to Developer, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

18. **No Third-Party Rights.** The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and Developer.

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The City and Developer alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit. No other persons or entities shall be considered intended or incidental third-party beneficiaries with respect to the rights and obligations contained in this Agreement.

19. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

20. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

21. Survival. All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

22. Public Information. The Parties understand and agree that all documents related to this agreement shall be public documents, as provided in the Utah Governmental Records Access Management Act, Title 63G, Chapter 2, Part 1 of the Utah Code.

23. Governing Law and Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah, and venue shall be in Grand County, Utah.

24. Counterparts. This Agreement may be executed in multiple counterparts which shall constitute one and the same document.

25. Governmental Immunity Act. The City is a governmental entity subject to the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101, et seq (the "**Act**"). The City does not waive any rights, defenses, or limitations available under the Act except as otherwise provided in this Agreement.

26. Legal Review. The Parties represent and agree that they each had full opportunity to review this Agreement and that they accept the terms hereof. The rule that such agreement is to be construed against its drafter shall not apply to this Agreement.

27. Successor Legislation. Any statute or provision of the MMC referred to in this Agreement shall be deemed to include that statute or provision as amended, restated, and/or replaced from time to time, and any successor legislation or Code provision to the same general intent and effect.

28. Interpretation. In this Agreement, unless the context otherwise requires:

28.1. The captions and section headings used in this Agreement are for

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descriptive purposes only and do not limit, define, or enlarge the terms of this Agreement;

28.2. Use of the singular, plural, or a gender shall include the other, and the use of the words "include" and "including" shall be construed to mean "without limitation" or "but not be limited to;"

28.3. The word "may" is permissive;

28.4. The words "shall not" are prohibitive;

28.5. The word "shall" is mandatory or required; and

28.6. The present tense includes the future tense, unless otherwise specified.

(Signatures begin on following page)

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IN WITNESS WHEREOF, this Agreement has been executed by the City of Moab, acting by and through the Moab City Council, Grand County, State of Utah, and by a duly authorized representative of Developer as of the above-stated date.

CITY OF MOAB, a Utah municipality and political subdivision of the State of Utah.

By: _____
Mayor Joette Langianese

ATTEST:

_____
Sommar Johnson, Moab City Recorder

APPROVED AS TO FORM:

_____
Nathan Bracken, City Attorney

STATE OF UTAH)
: ss.
COUNTY OF GRAND)

On the ____ day of _____, 2025, personally appeared before me JOETTE LANGIANESE, who being by me duly sworn, did say that she is the Mayor of the CITY OF MOAB, a municipality and political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

_____
NOTARY PUBLIC

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DEVELOPER:

AMASA HOLDINGS LLC, a Utah limited liability company

_____

By: Ivan Carroll
Its: Managing Members

STATE OF UTAH)
: ss.
COUNTY OF _____)

On the ____ day of _____, 2025, personally appeared before me Ivan Carroll, who being by me duly sworn, did say that he/she is the Managing Member of AMASA HOLDINGS LLC, a Utah limited liability company, who duly acknowledged to me that they executed the foregoing instrument on behalf of the later mentioned limited liability company.

_____

NOTARY PUBLIC

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EXHIBIT 1

Legal Description of Property

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK M, PLAT D, OF THE MOUNTAINVIEWSUBDIVISION, AND RUNNING: THENCE NORTH 3°38'00" EAST 180.00 FEET; THENCE NORTHEASTERLY, 15.71 FEET ALONG THE ARC OF A 10.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 86°22'00" EAST, AND THE LONG CHORD BEARS NORTH 48°38'00" EAST 14.14 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00"); THENCE SOUTH 86°22'00" EAST 507.70 FEET; THENCE SOUTHEASTERLY 540.15 FEET ALONG THE ARC OF A 620.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 3°38'00" WEST, AND THE LONG CHORD BEARS SOUTH 61°24'30" EAST 523.23 FEET, THROUGH A CENTRAL ANGLE OF 49°55'00"); THENCE SOUTH 36°27'00" EAST 54.87 FEET; THENCE SOUTHWESTERLY 15.71 FEET ALONG THE ARC OF A 10.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 53°33'00" WEST, AND THE LONG CHORD BEARS SOUTH 8°33'00" WEST 14.14 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00"); THENCE SOUTH 53°33'00" WEST 180.00 FEET, TO THE EASTERLY CORNER OF LOT 11, BLOCK M, PLAT D OF THE MOUNTAINVIEW SUBDIVISION; THENCE NORTH 36°27'00" WEST 64.87 FEET; THENCE NORTHWESTERLY 374.62 FEET ALONG THE ARC OF A 430.00-FOOT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 53°33'00" WEST, AND THE LONG CHORD BEARS NORTH 61°24'30" WEST 362.88 FEET, THROUGH A CENTRAL ANGLE OF 49°55'00"); THENCE NORTH 86°22'00" WEST 517.70 FEET, TO THE POINT OF BEGINNING.

PARCEL CONTAINS: 197,549 SQUARE FEET, OR 4.535 ACRES.

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EXHIBIT 2

Project Phasing Schedule

Phase	Anticipated Timeline	Description
Phase 1	2026-2027	▪ Construction of two new three-story buildings at the center of the Property with 44 total units, including 21 two-bedroom units, 11 three-bedroom units, and 12 four-bedroom units. ▪ Rehabilitation of existing building with 6 two-bedroom units. ▪ Construction of new leasing office, clubhouse, and community playground, parking, and circulation, all of which shall be designated as "common areas" accessible to all residents of the Project in accordance with the Agreement. ▪ 55% Area Median Income ("AMI") Unit Mix: 1 two bedroom unit, 1 three bedroom unit, and 8 four bedroom units. ▪ 50% AMI Unit Mix: 20 two bedroom units, 7 three bedroom units, and 3 four bedroom units. ▪ 44% AMI Unit Mix: 1 two bed room unit, 3 three bedroom units, and 1 four bedroom unit ▪ 30% AMI Unit Mix: 5 two bedroom units.
Phase 2	2026-2028	▪ Construction of one new three-story building at the west side of the Property with 8 one-bedroom units. ▪ Rehabilitation of five existing buildings with six two-bedroom units each for a total of 30 rehabilitated units. ▪ All parking and circulation constructed in conjunction with this Phase shall be designated as "common areas" accessible to all residents of the Project in accordance with the Agreement. ▪ 25% AMI Unit Mix: 3 one bedroom units ▪ 39% AMI: 7 two bedroom units ▪ 45% AMI Unit Mix: 4 one bedroom units and 22 two bedroom units ▪ 50% AMI Unit Mix: 1 one bedroom unit and 1 two bedroom unit
Phase 3	2027-2030	▪ Construction of up to four new housing buildings, which shall be located in the corners of the Property, and which Developer may develop as Condominiums with units Developer may rent or sell. The number of total units for these Condominium Parcels may not exceed twelve (12) units, collectively.

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EXHIBIT 3

Conceptual Plat (Attached)

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EXHIBIT 4

Conceptual Site Plan (Attached)

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EXHIBIT 5

Common Areas

- CLUBHOUSE & LEASING OFFICE
- PLAYGROUND
- PARKING LOTS AND DRIVE AISLES
- SIDEWALKS AND PATHS
- CARPORTS (EXISTING AND NEW)
- GARBAGE COLLECTION AREAS

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EXHIBIT 6

Sustainability Requirements

The Project must be constructed in accordance with Enterprise Green Communities 2020 Requirements and Energy Start Multifamily New Construction Requirements. The standards for new construction and for rehabilitation are attached hereto.

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EXHIBIT 7

Summary of LIHTC Allocations

Phase 1

- **2025 Federal Low-Income Housing Tax Credit Reservation Agreement, January 14, 2025**
- **2025 Low-Income Housing Credit Carryover Allocation Agreement, October 30, 2025**

The Agreements state that Owner will lease all 50 units of the Project according to the following rent limits:

Units	Type	Rent Limits
1	2 bedroom, 1 bathroom unit	50% of area median income
1	3 bedroom, 1 bathroom unit	50% of area median income
8	4 bedroom, 2 bathroom units	50% of area median income
20	2 bedroom, 1 bathroom units	45% of area median income
7	3 bedroom, 1 bathroom units	45% of area median income
3	4 bedroom, 2 bathroom units	45% of area median income
1	2 bedroom, 1 bathroom unit	39% of area median income
3	3 bedroom, 1 bathroom units	39% of area median income
1	4 bedroom, 2 bathroom unit	39% of area median income
5	2 bedroom, 1 bathroom units	25% of area median income

Phase 2

- **Conditional Reservation of 2026 Federal Low-Income Housing Tax Credits Letter**
    - **Unit mix and AMI mix forthcoming in formal reservation letter expected 2026, however, it is noted that based on the application and conditional reservation, Phase 2 is locked in to include 8 units of new construction affordable housing and 30 units of rehabilitated affordable housing, all which will be required to be affordable at or below 50% AMI.**

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EXHIBIT 8

Required Infrastructure

Phase 1 – New Construction (2 Residential Buildings, 1 Clubhouse)

- **Sewer:** New sewer lines and new lift station to support all three new construction buildings.
- **Water:** New water lines to support all three new construction buildings.
- **Electrical:** New underground electrical lines and one transformer to support all three new construction buildings.
- **Storm Drain:** New underground detention and storm drain piping to connect to city lines along Kane Creek to support two new residential buildings and their parking area. For the clubhouse and its parking area, a new retention sump.
- **Access:** New drive aisle and parking area (53 stalls) for two new residential buildings. Clubhouse has two existing parking lot entrances that shall remain. Adding parking (19 stalls) to the existing parking area in front of the clubhouse.

Phase 1 – Rehab (1 Building)

- **Sewer:** Use existing lift station and sewer lines already constructed for rehab building.
- **Water:** Use existing infrastructure already constructed for rehab building. When Phase 2 new construction happens, new water lines shall be installed to route around Phase 2 new construction.
- **Electrical:** Upgrade electrical panel and transformer (from RMP); use existing connections already constructed for rehab building.
- **Storm Drain:** Use existing infrastructure.
- **Access:** Use existing infrastructure.

Phase 2 – New Construction

- **Sewer:** New sewer lines shall connect into Phase 1 stub which connects to Phase 1 lift station, sized to handle additional 8 units.
- **Water:** New water line to connect to the main line on Kane Creek Blvd (stubbed during street reconstruction).
- **Electrical:** New underground electrical lines and one transformer.
- **Storm Drain:** New infrastructure to retain water on site or detain water that then flows into city's system.
- **Access:** Two existing parking lot entrances shall remain. Developer is responsible for constructing and installing adequate parking that complies with the MMC and this Agreement.

Phase 2 – Rehab

- **Sewer:** Use existing lift station and sewer lines already constructed for rehab building.
- **Water:** When Phase 1 new construction occurs, Developer shall install new water lines, which it shall construct around Phase 1 new construction (clubhouse building).
- **Electrical:** Use existing infrastructure and upgraded electrical panel for new water heating system.

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- **Storm Water:** Use existing infrastructure.
- **Access:** Two existing parking lot entrances shall remain.

Phase 3

- **Sewer:** New sewer lines across all four corners parcels to tie into the new lift station (sized appropriately).
- **Water:** Water lines connect to the city infrastructure on Mountain View and Aspen streets.
- **Electrical:** New underground electrical lines and transformer.
- **Storm Drain:** New infrastructure to retain water on site or detain water that then flows into city's system.
- **Access:** Street frontage access on Mountain View and Aspen and residents can park in the stalls existing or built during Phase 1 and 2.

Shared Items

- Three concrete garbage pads + dumpsters
    - Two built during Phase 1, one built during Phase 2, and all other phases could use.

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RECORD AGAINST THE FOLLOWING PARCEL OF LAND:
01-0001-0200

WHEN RECORDED RETURN TO:
Cory Shurtleff
Planning & Zoning Administrator
City of Moab
217 E. Center Street
Moab, UT 84532

DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MOAB AND AMASA HOLDINGS LLC

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered by and between AMASA HOLDINGS LLC, a Utah limited liability company ("**Developer**") and the CITY OF MOAB, a municipality and political subdivision of the State of Utah (the "City"). Developer and the City are hereinafter sometimes referred to individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. Developer owns approximately 4.54 acres of real property with the City's R-3 zone located at 57 Kane Creek Boulevard, as more particularly described in **Exhibit 1** (the "**Property**").

B. Developer has applied to the City on behalf of the future owners of each phase of development to construct a moderate-income multi-housing project on the Property consisting of three phases, each to be owned by an affiliate of Developer, that would involve: (a) the construction of forty-four (44) new construction units containing twenty-one (21) two (2) bedroom units, eleven (11) three (3) bedroom units, twelve (12) four (4) bedroom units and 6 rehabilitation units containing six (6) two (2) bedroom units and construction of a clubhouse and leasing office building with unit mix affordability indicated on Exhibit 2 hereto ("**Phase 1**"); (b) eight (8) new construction one (1) bedroom units in one building and rehabilitation of thirty (30) two (2) bedroom units across five (5) existing buildings with unit mix affordability s indicated on Exhibit 2 hereto ("**Phase 2**"); and (c) development of up to four (4) buildings including up to twelve (12) units ("**Phase 3**", collectively with Phase 1 and Phase 2, the "**Project**").

C. Developer or its affiliates (in this context, "LIHTC Developer") have received awards of Low-Income Housing Tax Credits ("**LIHTC**") c for Phases 1 and 2. The LIHTC program requires, among other things: (i) LIHTC Developer to construct 52 units of new affordable rental units and rehab the 36 existing affordable rental units in exchange for certain tax incentives; and (ii) LIHTC Developer to execute and record land use restrictive agreements ("**LURAs**") to ensure that the units are used for affordable housing for a period of 50 years from the effective date of each respective LURA.

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D. As part of the Project, Developer shall subdivide the Property into separate parcels with most parcels including rentable "townhouse" buildings, that may be collectively or individually owned, and developed in accordance with the most applicable provisions of the Moab Municipal Code (the "**Code**"), provided that Developer desires to have the option of utilizing condominium division of units within four (4) of the parcels .

E. The City's R-3 Zone allows for multi-family residential developments but excludes commercial and industrial uses which the Project does not include.

F. The Project includes several unique characteristics that require exceptions to the Moab Municipal Code (the "**MMC**"), including the City's setback and parking requirements.

G. The Parties desire to enter into this Agreement to enact development standards that are specific to the unique and complex nature of the Project.

H. In connection with the transfer of the townhouse parcels applicable to each phase of the Project to the respective owners of each phase, the Parties anticipate that the applicable portions of this Agreement would be released at the transfer of said parcel(s) to the new phase owner and replaced by phase-specific development agreements that are acceptable to the City.

I. The City Council finds that the Project aligns with the City's goals of increasing the supply of low-income family-oriented housing and preserving and extending the affordability of existing moderate-income housing, promoting sustainable development.

J. The Parties desire to execute this Agreement in accordance with the City's authority under Utah Code § 10-20-508 to execute development agreements to implement development incentives for affordable or moderate-income housing.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals and Exhibits. The recitals and exhibits are hereby incorporated by reference as part of this Agreement.

2. Effective Date. This Agreement shall go into effect upon the date both Parties execute the Agreement (the "**Effective Date**").

3. Specific Development Standards.

3.1. General. This Agreement is not intended to and does not affect or in any way bind the City to approve any site plan or any plat proposed by Developer that does not comply with applicable law, this Agreement, and the MMC.

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3.2. Plan and Plat Approval Process. Developer shall obtain site plan and plat approval for each phase of the Project from the City in accordance with the City's site-specific land use requirements and development standards in: (i) MMC Chapter 17.48 regarding the R-3 Zone; (ii) the Project-specific procedures in this Section 3; and (iii) the following exceptions to the MMC:

3.2.1. Front yard setbacks for the Project shall be ten (10) feet; and

3.2.2. The total number of parking stalls for the Project shall be determined based on the following requirements: one (1) stall per one bedroom unit and 1.5 stalls per two bedroom+ unit on Phase 1 and Phase 2 and one (1) stall per unit on Phase 3.

3.3 Project Phasing. Developer shall construct the Project in approximate accordance with the phasing schedule attached as **Exhibit 2**. The City shall approve any modifications to the phasing schedule administratively without the need for further Council review or approval.

3.4. Development .

3.4.1. *Generally.* Developer shall work with City staff to develop the number of parcels that shall be required for each Phase, provided that, except as expressly modified by this agreement, such subdivisions shall comply with the applicable provisions of Title 16 of the MMC that govern a townhome development. The Parties anticipate that the parcels shall be subdivided in a manner similar to **Exhibit 3**, which depicts conceptual boundaries for the proposed subdivisions. The City's Planning Coordinator shall have authority to approve these subdivisions administratively, including any exceptions that may be required to the MMC in accordance with MMC 16.08.030.

3.4.2. *Land Use Authorities*. The Moab City Planning Commission ("**Planning Commission**") shall be the land use authority responsible for reviewing and approving or denying the preliminary site plan for the Project and the preliminary plat for the Project. The Planning Coordinator shall be the land use authority responsible for reviewing and approving or denying the final site plan for each phase and the final plat for each phase if they are consistent with the preliminary site plan and preliminary plat the Planning Commission approved. If the Planning Coordinator determines in their sole discretion that a final site plan or final plat is not consistent with the preliminary site plan or preliminary plat the Planning Commissioner approved, the Planning Coordinator may refer the final site plan or final plat to the Planning Commission for review and approval or denial.

3.4.3. *Site Plan Process.* Developer shall prepare and submit a preliminary site plan for the Project that complies with MMC 17.67.040 and final site plans for each phase that comply with MMC 17.65.110. The preliminary site plan and all final site plans shall include the same number and type of low-income, LURA-restricted units required under Developer's LIHTC contracts that are

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depicted in the conceptual site plans attached as **Exhibit 4**. Developer shall submit the preliminary site plan for the Project to the Planning Coordinator to review for completeness and for compliance with the MMC and this Agreement. After verifying that the preliminary site plan for the Project is complete and complies with the MMC and this Agreement, the Planning Coordinator shall refer the preliminary site plan to the Planning Commission for review and action. Developer shall submit all final site plans to the Planning Coordinator, who shall administratively approve such plans after verifying that they are complete and comply with the MMC and this Agreement.

3.4.4. *Platting Process.* Developer shall prepare a preliminary plat for the Project and final plats for each phase that comply with Chapter 16.16 of the MMC. Developer shall submit the preliminary plat for the Project to the Planning Coordinator to review for completeness and for compliance with the MMC and this Agreement. After verifying that the preliminary plat for the Project is complete and complies with the MMC and this Agreement, the Planning Coordinator shall refer the preliminary plat to the Planning Commission for review and action. Developer shall submit all final plats to the Planning Coordinator, who shall administratively approve such plats after verifying that they are complete and comply with the MMC and this Agreement.

3.4.5. *Amendments*. The preliminary site plan for the Project and the preliminary plat for the Project, or subsequent revision thereto, shall be binding as to the general intent and apportionment of land for buildings, sewage disposal, storm water management, sensitive area protection, stipulated use, circulation pattern, domestic water, and landscaping. The applicable land use authority designated in Section 3.4.2 shall have authority to act upon amendments to the preliminary site plan for the Project, a final site plan, the preliminary plat for the Project, and final plats. The Planning Coordinator, in their sole discretion, may refer amendments to the final site plan for the Project or a final plat to the Planning Commission for review and action if the proposed amendments are not consistent with the preliminary site plan or preliminary plat the Planning Commission approved for the Project.

3.4.6. *Condominium Parcels*. Developer shall have the right to develop up to four (4) of the parcels as condominium developments (the "**Condominium Parcels**"), the units for which Developer may rent or sell in its discretion. The provisions of the MMC regarding condominiums, including Chapter 17.79, shall govern the development of those parcels Developer designates as Condominium Parcels, which shall be subject to covenants, conditions, and restrictions ("**CC&Rs**") that Developer shall prepare and record against such parcels to govern the interaction of the individual ownership rights of these parcels with the rights of other residents of the Project. The total number of units in the Condominium Parcels shall not exceed twelve (12) units, collectively.

3.4.7. *Access to Common Areas*. Developer shall construct the common

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areas described in **Exhibit 5** (collectively, the "**Common Areas**"). All plats for the Project shall designate the Common Areas as such and shall grant all residents of the Project access to and use of said Common Areas, regardless of the ownership of any parcels that may result from the subdivision of the Property under this Agreement.

3.5. Sustainability Requirements. The Parties agree that the City's authorization of the exceptions to the MMC set forth in Section 3.2 shall be subject to the express condition that the Project apply Enterprise Green Communities standards in construction to meet sustainability requirements as attached hereto in **Exhibit 6**.

3.6. Reasonable Diligence. Developer agrees to proceed with construction of the Project with reasonable diligence consistent with **Exhibit 2.**

4. Approval Process for Development Applications. The City shall process applications for development of the Project in accordance with the provisions of the MMC and this Agreement. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it of the obligation to comply with all of the applicable requirements for approval of preliminary and final subdivision plats, or preliminary and final site plans, as applicable, for the proposed development of the Project consistent with the terms and conditions of this Agreement and the applicable provisions of the MMC.

5. LIHTC Requirements and Waiver of City AEH Requirements. Developer agrees to: (i) comply with the terms of its LIHTC contracts, the applicable terms and conditions of which are summarized in **Exhibit 7**; (ii) execute and record LURAs against the Property that comply with its LIHTC contracts and all applicable laws; and (iii) comply with each LURA it executes and records against the Property. In lieu of Developer's commitments under this Section, the City waives the requirements of Chapter 17.64 of the MMC regarding Active Employee Households ("**AEH**") as applied to the project.

6. Payment of Fees.

6.1. Development Application and Review Fees. Developer shall pay to the City all of the fees, including, but not limited to, application fees, impact fees and connection fees for review and approval of development of any and all phases of the Project in the amounts set forth in the City's Master Fee Schedule.

6.2. Other Fees. The City may charge other fees in existence as of the date of this Agreement, including, without limitation, standard building permit review, and inspection fees for improvements to be constructed on improved parcels that are generally applicable to other developments within the City.

6.3. Reservation of Right to Challenge Fees. Notwithstanding any provision of this Agreement, Developer does not waive Developer's rights under any applicable law to challenge the reasonableness or legality of the amount or imposition of any fees.

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7. Vested Rights.

7.1. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with and subject to compliance with the terms and conditions of this Agreement, the R-3 Zone, Site Plan requirements and other applicable provisions of the MMC as of the Effective Date. If no substantial construction has been initiated as part of the Project within five (5) years of the date of the Effective Date plus any period of force majeure, the City may terminate this Agreement by providing written notice to Developer pursuant to Section 9 of this Agreement. To the extent that there is any conflict between the text portion of this Agreement and the Exhibits, the more specific language or description, as the case may be, shall control. Where any conflict or ambiguity exists between the provisions of the MMC and this Agreement (including the Exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, the rights vested as provided in this Agreement are not exempt from the application of the MMC and to subsequently enacted ordinances to the extent, but only to that extent, that failure to apply such subsequently enacted ordinance would impair the City's reserved legislative powers.

7.2. Reserved Legislative Powers. The Parties acknowledge that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify any development standards that are applicable to the Project under the terms of this Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine of the State of Utah. Any such proposed legislative changes shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

8. Infrastructure and the Provision of Municipal Services.

8.1. Construction of Necessary Infrastructure to Service the Project. Developer agrees to construct and install the infrastructure identified on **Exhibit 8** hereto (the "Required Infrastructure"). Developer shall have the obligation to construct or cause to be constructed and installed the Required Infrastructure, together with any off-site improvements necessary to connect such Required Infrastructure to existing utilities. All such Required Infrastructure shall be constructed in accordance with applicable City standards. Developer may be required to enter into a Development Improvements Agreement and be required to dedicate all Required Infrastructure and associated property interests to the City as provided in MMC 17.67.070.

8.2. Third Party Service Providers. The Parties understand and acknowledge that Developer shall be responsible to obtain any applicable approvals and incur the costs of

constructing any off- site and on-site infrastructure and improvements from third party service providers that are necessary to service any portion of the Property, as applicable, as part of the Project.

8.3. Maintenance of Private Roads and Improvements. Developer shall have the duty to maintain all private roads and areas designated as such on subdivision plats that are located within that portion of the Project constructed on the Property, if any.

8.4. City Provided Services. The City agrees that it shall make available to the Project (subject to completion of Developer's construction of the improvements Developer is required to construct hereunder, and where applicable, application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) all City services to such properties that it provides from time to time to other residents and properties within the City at the same levels of service and on the same terms and at the same rates as provided to other similarly situated properties in the City.

9. Term of Agreement. The term of this Agreement (the "**Term**") shall begin on the Effective Date and terminate fifty (50) years thereafter, unless terminated earlier by the City as provided herein or the Parties modify the Term by written amendment to this Agreement, but the terms of this Agreement shall continue to be effective as to applications that have been submitted and development that has occurred within the Project notwithstanding the termination of this Agreement. Subject to Section 7.2, upon closing of each Phase of the Project and the transfer of the parcel(s) applicable to each phase to the applicable Phase owner, the portions of this Agreement that apply to the phase in question shall terminate and be replaced by a new development agreement that: (i) consistent with this Agreement; (ii) acceptable to the City; (iii) is applicable to that specific phase only; and (iv) has a term that is equal to the Term.

10. Successors and Assigns.

10.1. Binding Effect. This Agreement shall be binding upon the Parties and their respective successors and assigns in so far as it pertains to the ownership or development of any portion of the Property and the Project.

. Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other Party, individual or entity without assigning the rights as well as the responsibilities under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any such request for assignment may be made by letter addressed to the City as provided herein and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns.

11. Default.

11.1. Notice. If Developer or the City fail to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide notice to the other Party as provided herein.

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11.2. Contents of the Notice of Default. The Notice of Default shall:

11.2.1. *Claim of Default.* Specify the claimed event of default;

11.2.2. *Identification of Provisions.* Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default;

11.2.3. *Specify Materiality.* Identify why the default is claimed to be material; and

11.2.4. *Proposed Cure.* The non-defaulting party shall propose a method and time for curing the default by the defaulting party which shall be of no less than sixty (60) days duration.

11.3. Meet and Confer. Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

11.4. Remedies. If, after meeting and conferring, the Parties are not able to resolve the default, then the Parties may have the following remedies:

11.4.1. *Legal Remedies Generally*. The rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance and termination, but not including damages or attorney's fees.

11.4.2. *Legal Remedies for Breach of Section 5.* The Parties further agree that money damages would be an insufficient remedy if Developer breaches its obligations under Section 5 and that the City shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach, including, without limitation, an order from a court of competent jurisdiction requiring Developer to comply with the City's AEH requirements as set forth in Chapter 17.64 of the MMC to the extent such requirements apply to the Project and do not conflict with Developer's obligations under its LIHTC contracts and any LURAs that are still in effect at the time of Developer's breach and that are not otherwise impacted by Developer's breach.

11.4.3. *Enforcement of Security*. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular default.

11.4.4. *Withholding Further Development Approvals*. Upon a material default by Developer, the City shall have the right to withhold all further reviews, approvals, licenses, building permits, certificates of

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occupancy, and/or other permits or approvals for development of the Project on those properties owned by Developer during the existence and continuance of a default beyond any applicable cure period to enforce the terms of this Agreement to the extent allowed under state law, including Utah Code § 10-20-1001 and Utah Code § 10-20-902. This Section 11.4.4 is intended to satisfy the "written document" requirement in Utah Code § 10-20-902(1)(j)(i).

11.5. Public Meeting. Before the City may impose any remedy in this Agreement, including the provisions of Section 11.4.4, the Party allegedly in default shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed default. If, after the meet and confer provided in Section 10.3 and the public meeting before the Council, Developer and the City disagree as to the existence of a default under this Agreement, Developer may request that the City obtain a judgment that Developer is in default from a court of competent jurisdiction in order to withhold development approvals pursuant to Section 11.4.4.

11.6. Extended Cure Period. If any default cannot be reasonably cured within sixty (60) days then such cure period may be extended as needed, by agreement of the Parties for good cause shown, so long as the defaulting Party is pursuing a cure with reasonable diligence.

11.7. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

11.8. Force Majeure. All time periods imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) period of any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Project; or (b) by events reasonably beyond the control of Developer including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, pandemics and acts of God, but which does not include financial condition of Developer or its successors.

12. Notices. All notices and communications required or permitted to be given under this Agreement, shall be in writing and shall be deemed to have been duly given and delivered as of the date the notice is sent, if delivered by mail or email to the below, which the Parties may update from time to time in writing:

To Developer:

Amasa Holdings LLC
50 N. 600 W., Unit D
Salt Lake City, Utah 84116
ivan@givgroup.org

With a copy to:

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Winthrop & Weinstine, P.A.
225 S. 6th Street, Suite 3500
Minneapolis, MN 55402
Attn: Jordan E. Mogensen, Esq.
jmogensen@winthrop.com

To the City of Moab:

Moab City
Attn: City Manager
217 E. Center Street
Moab, Utah 84532
mblack@moabcity.gov

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this Section.

GENERAL TERMS AND CONDITIONS

13. **Agreement to Run with the Land.** This Agreement shall be recorded in the Office of the Grand County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership and development of any portion of the Property. This Agreement shall not be recorded before Developer purchases the Property.

14. **Entire Agreement.** This Agreement, together with the Recitals and Exhibits hereto integrates and constitutes all the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

15. **Further Assurances.** Each Party shall execute and deliver such additional documents and take such further actions as may reasonably be necessary to effectuate the transactions contemplated by this Agreement.

16. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

17. **Non-Liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to Developer, or any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due to Developer, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

18. **No Third-Party Rights.** The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and Developer.

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The City and Developer alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit. No other persons or entities shall be considered intended or incidental third-party beneficiaries with respect to the rights and obligations contained in this Agreement.

19. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

20. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

21. Survival. All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

22. Public Information. The Parties understand and agree that all documents related to this agreement shall be public documents, as provided in the Utah Governmental Records Access Management Act, Title 63G, Chapter 2, Part 1 of the Utah Code.

23. Governing Law and Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah, and venue shall be in Grand County, Utah.

24. Counterparts. This Agreement may be executed in multiple counterparts which shall constitute one and the same document.

25. Governmental Immunity Act. The City is a governmental entity subject to the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101, et seq (the "**Act**"). The City does not waive any rights, defenses, or limitations available under the Act except as otherwise provided in this Agreement.

26. Legal Review. The Parties represent and agree that they each had full opportunity to review this Agreement and that they accept the terms hereof. The rule that such agreement is to be construed against its drafter shall not apply to this Agreement.

27. Successor Legislation. Any statute or provision of the MMC referred to in this Agreement shall be deemed to include that statute or provision as amended, restated, and/or replaced from time to time, and any successor legislation or Code provision to the same general intent and effect.

28. Interpretation. In this Agreement, unless the context otherwise requires:

28.1. The captions and section headings used in this Agreement are for

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descriptive purposes only and do not limit, define, or enlarge the terms of this Agreement;

28.2. Use of the singular, plural, or a gender shall include the other, and the use of the words "include" and "including" shall be construed to mean "without limitation" or "but not be limited to;"

28.3. The word "may" is permissive;

28.4. The words "shall not" are prohibitive;

28.5. The word "shall" is mandatory or required; and

28.6. The present tense includes the future tense, unless otherwise specified.

(Signatures begin on following page)

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IN WITNESS WHEREOF, this Agreement has been executed by the City of Moab, acting by and through the Moab City Council, Grand County, State of Utah, and by a duly authorized representative of Developer as of the above-stated date.

CITY OF MOAB, a Utah municipality and political subdivision of the State of Utah.

By: _____
Mayor Joette Langianese

ATTEST:

_____
Sommar Johnson, Moab City Recorder

APPROVED AS TO FORM:

_____
Nathan Bracken, City Attorney

STATE OF UTAH)
: ss.
COUNTY OF GRAND)

On the ____ day of _____, 2025, personally appeared before me JOETTE LANGIANESE, who being by me duly sworn, did say that she is the Mayor of the CITY OF MOAB, a municipality and political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

_____
NOTARY PUBLIC

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DEVELOPER:

AMASA HOLDINGS LLC, a Utah limited liability company

_____

By: Ivan Carroll
Its: Managing Members

STATE OF UTAH)
: ss.
COUNTY OF _____)

On the ____ day of _____, 2025, personally appeared before me Ivan Carroll, who being by me duly sworn, did say that he/she is the Managing Member of AMASA HOLDINGS LLC, a Utah limited liability company, who duly acknowledged to me that they executed the foregoing instrument on behalf of the later mentioned limited liability company.

_____

NOTARY PUBLIC

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EXHIBIT 1

Legal Description of Property

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK M, PLAT D, OF THE MOUNTAINVIEWSUBDIVISION, AND RUNNING: THENCE NORTH 3°38'00" EAST 180.00 FEET; THENCE NORTHEASTERLY, 15.71 FEET ALONG THE ARC OF A 10.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 86°22'00" EAST, AND THE LONG CHORD BEARS NORTH 48°38'00" EAST 14.14 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00"); THENCE SOUTH 86°22'00" EAST 507.70 FEET; THENCE SOUTHEASTERLY 540.15 FEET ALONG THE ARC OF A 620.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 3°38'00" WEST, AND THE LONG CHORD BEARS SOUTH 61°24'30" EAST 523.23 FEET, THROUGH A CENTRAL ANGLE OF 49°55'00"); THENCE SOUTH 36°27'00" EAST 54.87 FEET; THENCE SOUTHWESTERLY 15.71 FEET ALONG THE ARC OF A 10.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 53°33'00" WEST, AND THE LONG CHORD BEARS SOUTH 8°33'00" WEST 14.14 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00"); THENCE SOUTH 53°33'00" WEST 180.00 FEET, TO THE EASTERLY CORNER OF LOT 11, BLOCK M, PLAT D OF THE MOUNTAINVIEW SUBDIVISION; THENCE NORTH 36°27'00" WEST 64.87 FEET; THENCE NORTHWESTERLY 374.62 FEET ALONG THE ARC OF A 430.00-FOOT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 53°33'00" WEST, AND THE LONG CHORD BEARS NORTH 61°24'30" WEST 362.88 FEET, THROUGH A CENTRAL ANGLE OF 49°55'00"); THENCE NORTH 86°22'00" WEST 517.70 FEET, TO THE POINT OF BEGINNING.

PARCEL CONTAINS: 197,549 SQUARE FEET, OR 4.535 ACRES.

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EXHIBIT 2

Project Phasing Schedule

Phase	Anticipated Timeline	Description
Phase 1	2026-2027	▪ Construction of two new three-story buildings at the center of the Property with 44 total units, including 21 two-bedroom units, 11 three-bedroom units, and 12 four-bedroom units. ▪ Rehabilitation of existing building with 6 two-bedroom units. ▪ Construction of new leasing office, clubhouse, and community playground, parking, and circulation, all of which shall be designated as "common areas" accessible to all residents of the Project in accordance with the Agreement. ▪ 55% Area Median Income ("AMI") Unit Mix: 1 two bedroom unit, 1 three bedroom unit, and 8 four bedroom units. ▪ 50% AMI Unit Mix: 20 two bedroom units, 7 three bedroom units, and 3 four bedroom units. ▪ 44% AMI Unit Mix: 1 two bed room unit, 3 three bedroom units, and 1 four bedroom unit ▪ 30% AMI Unit Mix: 5 two bedroom units.
Phase 2	2026-2028	▪ Construction of one new three-story building at the west side of the Property with 8 one-bedroom units. ▪ Rehabilitation of five existing buildings with six two-bedroom units each for a total of 30 rehabilitated units. ▪ All parking and circulation constructed in conjunction with this Phase shall be designated as "common areas" accessible to all residents of the Project in accordance with the Agreement. ▪ 25% AMI Unit Mix: 3 one bedroom units ▪ 39% AMI: 7 two bedroom units ▪ 45% AMI Unit Mix: 4 one bedroom units and 22 two bedroom units ▪ 50% AMI Unit Mix: 1 one bedroom unit and 1 two bedroom unit
Phase 3	2027-2030	▪ Construction of up to four new housing buildings, which shall be located in the corners of the Property, and which Developer may develop as Condominiums with units Developer may rent or sell. The number of total units for these Condominium Parcels may not exceed twelve (12) units, collectively.

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EXHIBIT 3

Conceptual Plat (Attached)

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EXHIBIT 4

Conceptual Site Plan (Attached)

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EXHIBIT 5

Common Areas

- CLUBHOUSE & LEASING OFFICE
- PLAYGROUND
- PARKING LOTS AND DRIVE AISLES
- SIDEWALKS AND PATHS
- CARPORTS (EXISTING AND NEW)
- GARBAGE COLLECTION AREAS

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EXHIBIT 6

Sustainability Requirements

The Project must be constructed in accordance with Enterprise Green Communities 2020 Requirements and Energy Start Multifamily New Construction Requirements. The standards for new construction and for rehabilitation are attached hereto.

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EXHIBIT 7

Summary of LIHTC Allocations

Phase 1

- **2025 Federal Low-Income Housing Tax Credit Reservation Agreement, January 14, 2025**
- **2025 Low-Income Housing Credit Carryover Allocation Agreement, October 30, 2025**

The Agreements state that Owner will lease all 50 units of the Project according to the following rent limits:

Units	Type	Rent Limits
1	2 bedroom, 1 bathroom unit	50% of area median income
1	3 bedroom, 1 bathroom unit	50% of area median income
8	4 bedroom, 2 bathroom units	50% of area median income
20	2 bedroom, 1 bathroom units	45% of area median income
7	3 bedroom, 1 bathroom units	45% of area median income
3	4 bedroom, 2 bathroom units	45% of area median income
1	2 bedroom, 1 bathroom unit	39% of area median income
3	3 bedroom, 1 bathroom units	39% of area median income
1	4 bedroom, 2 bathroom unit	39% of area median income
5	2 bedroom, 1 bathroom units	25% of area median income

Phase 2

- **Conditional Reservation of 2026 Federal Low-Income Housing Tax Credits Letter**
    - **Unit mix and AMI mix forthcoming in formal reservation letter expected 2026, however, it is noted that based on the application and conditional reservation, Phase 2 is locked in to include 8 units of new construction affordable housing and 30 units of rehabilitated affordable housing, all which will be required to be affordable at or below 50% AMI.**

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EXHIBIT 8

Required Infrastructure

Phase 1 – New Construction (2 Residential Buildings, 1 Clubhouse)

- **Sewer:** New sewer lines and new lift station to support all three new construction buildings.
- **Water:** New water lines to support all three new construction buildings.
- **Electrical:** New underground electrical lines and one transformer to support all three new construction buildings.
- **Storm Drain:** New underground detention and storm drain piping to connect to city lines along Kane Creek to support two new residential buildings and their parking area. For the clubhouse and its parking area, a new retention sump.
- **Access:** New drive aisle and parking area (53 stalls) for two new residential buildings. Clubhouse has two existing parking lot entrances that shall remain. Adding parking (19 stalls) to the existing parking area in front of the clubhouse.

Phase 1 – Rehab (1 Building)

- **Sewer:** Use existing lift station and sewer lines already constructed for rehab building.
- **Water:** Use existing infrastructure already constructed for rehab building. When Phase 2 new construction happens, new water lines shall be installed to route around Phase 2 new construction.
- **Electrical:** Upgrade electrical panel and transformer (from RMP); use existing connections already constructed for rehab building.
- **Storm Drain:** Use existing infrastructure.
- **Access:** Use existing infrastructure.

Phase 2 – New Construction

- **Sewer:** New sewer lines shall connect into Phase 1 stub which connects to Phase 1 lift station, sized to handle additional 8 units.
- **Water:** New water line to connect to the main line on Kane Creek Blvd (stubbed during street reconstruction).
- **Electrical:** New underground electrical lines and one transformer.
- **Storm Drain:** New infrastructure to retain water on site or detain water that then flows into city's system.
- **Access:** Two existing parking lot entrances shall remain. Developer is responsible for constructing and installing adequate parking that complies with the MMC and this Agreement.

Phase 2 – Rehab

- **Sewer:** Use existing lift station and sewer lines already constructed for rehab building.
- **Water:** When Phase 1 new construction occurs, Developer shall install new water lines, which it shall construct around Phase 1 new construction (clubhouse building).
- **Electrical:** Use existing infrastructure and upgraded electrical panel for new water heating system.

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- **Storm Water:** Use existing infrastructure.
- **Access:** Two existing parking lot entrances shall remain.

Phase 3

- **Sewer:** New sewer lines across all four corners parcels to tie into the new lift station (sized appropriately).
- **Water:** Water lines connect to the city infrastructure on Mountain View and Aspen streets.
- **Electrical:** New underground electrical lines and transformer.
- **Storm Drain:** New infrastructure to retain water on site or detain water that then flows into city's system.
- **Access:** Street frontage access on Mountain View and Aspen and residents can park in the stalls existing or built during Phase 1 and 2.

Shared Items

- Three concrete garbage pads + dumpsters
    - Two built during Phase 1, one built during Phase 2, and all other phases could use.

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