

**ENHANCING OUR VIBRANT COMMUNITY AND IMPROVING OUR QUALITY
OF LIFE**

**MOAB CITY COUNCIL
FEBRUARY 10, 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. Presentations

3.1. Seekhaven Update

3.2. Moab Area Transit Annual Update

Documents:

26-2_mat agenda summary.pdf

4. Department Update

5. Consent Agenda

5.1. Ratification of a Letter of Support for the Moab UMTRA Transition Act to
Chairman Mike Lee of the State Energy and Natural Resources Committee

Documents:

letter of support 2026.pdf

5.2. Ratification of a Letter of Support for the Federal Water Resources Development
Act (WRDA) Authorization and Funding - Mill Creek and Pack Creek Flood Risk
Management

Documents:

wrda los.pdf

5.3. Consideration and Acceptance of the Fiscal Year 2026 Second Quarter Finance Report

Documents:

*city council staff report quarterly budget update.pdf
fy 2026 - q2 financial report (1).pdf*

5.4. Approval of Minutes

January 27, 2026 - Regular Meeting

Documents:

min-cc-2026-01-27 draft.pdf

5.5. Approval of Bills Against the City of Moab in the Amount of \$379,933.19

Documents:

*01-28-26 council consent.pdf
02-04-26 council consent.pdf*

6. General Business

6.1. Consideration to Extend Ordinance 2025-12 amending the City of Moab Residential Utility Assistance Pilot Program Policy to June 30, 2026.

Documents:

*ordinance 2025-12 extending the moab city ruap pilot policy_cc
agenda summary 02-10-2026.pdf
exhibit 1 - extending ordinance 2025-12 - city of moab
residential utility assistance pilot program policy.pdf
exhibit 2 - city of moab residential utility assistance pilot
program policy - revised to extend program only.pdf
exhibit 3 - ruap participation summary fy25-26 - ruap - pilot.pdf
exhibit 4 - ruap approved assistance list - fy26 - redacted.pdf*

6.2. Consideration of a Request from AMASA Apartments Phase 1, for Impact Fee Waivers under the Affordable Housing Partnership Policy and Impact Fee Assistance Program

Documents:

*city council staff report impact fee waiver policy amasa.pdf
draft amasa dec. of restrictive cov..pdf
amasa apartments request letter.pdf
policy.pdf
amasa apartments impact fee invoice.pdf*

6.3. Consideration of a Request from the Collaborative 1581 Phase 1, LLC for Impact Fee Waivers under the Affordable Housing Partnership Policy and Impact Fee Assistance Program

Documents:

city council staff report impact fee waiver policy.pdf

declaration of cov. recorded.pdf
impact_fee_waiver_request_the_collaborative_1581_phase_1.pdf
policy.pdf
1581 impact fee waiver invoice.pdf

7. City Manager Updates

8. Mayor and Council Reports

9. Executive (Closed) Session

9.1. Strategy Session to Discuss Reasonably Imminent and/or Pending Litigation

9.2. Strategy Session to Discuss the Sale of Real Property

10. 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



MOAB CITY COUNCIL AGENDA

February 10, 2026

TITLE: Moab Area Transit Annual Update

DISPOSITION: Department update

PRESENTER/S: Alexi Lamm, Strategic Initiatives & Sustainability Director

ATTACHMENT/S: N/A

STAFF RECOMMENDATION: N/A

SUMMARY:

As the Moab Area Transit system prepares for its fourth peak season, this update will cover current ridership data, existing funding sources, potential future funding opportunities, and an overview of service improvements implemented over the past year. It will also outline options for service enhancements to improve rider experience and support increased ridership.

RELEVANT LAWS, STUDIES & PLANS:

Transit is included or relevant to goals in the General Plan (2017), Unified Transportation Master Plan (2022), Moab & Spanish Valley 2050 Regional Transportation Plan (2021), and Sustainability Action Plan (2023).

RESPONSIBLE DEPARTMENT:

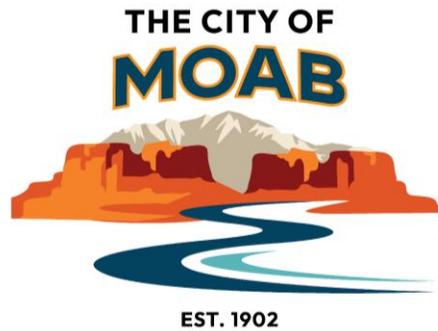
Administration, with support from Community Development

FINANCIAL IMPACT:

Moab Area Transit costs \$658,095 per year on a five-year contract. It is funded by the City of Moab, Grand County, state Hotspot funding, and federal Formula Grants for Rural Areas.

Mayor
Joette Langianese

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



Councilmembers
Tawny Knuteson-Boyd
Miles Loftin
Kaitlin Myers
Jason Taylor
Colin Topper

February 3, 2026

The Honorable Chairman Mike Lee
Senate Energy and Natural Resources Committee
304 Dirksen Senate Building.
Washington, DC 20510

RE: Support for the Moab UMTRA Project Transition Act

Dear Chairman Lee:

On behalf of the Moab City Council, I am writing to express our strong support for the Senate Bill titled the Moab UMTRA Project Transition Act. This legislation will transfer the UMTRA site to Grand County, Utah, upon closure and completion of the Department of Energy's Environmental Management activities.

Grand County has also requested that the Green River pipeline be included in the transfer to the County, a request which the Moab City Council fully supports.

We appreciate your continued involvement in this project and your efforts to secure appropriations that have helped expedite its completion and enhance its future economic value. Without your ongoing support, this project would not have progressed as efficiently toward closure.

Thank you for your dedicated service to the Moab community. We look forward to our continued work together.

Respectfully Submitted,

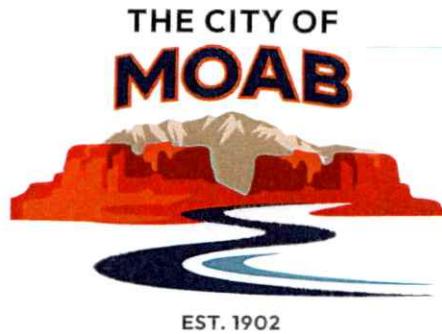


Joette Langianese
Mayor, Moab City

Cc: Senator John Curtis
Representative Mike Kennedy
Grand County Commission

Mayor
Joette Langianese

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



Councilmembers
Tawny Knuteson-Boyd
Kaitlin Myers
Jason Taylor
Colin Topper
Miles Loftin

February 5, 2026

The Honorable John Curtis
United States Senate
Washington, DC

Re: City of Moab Support for WRDA Authorization and Funding – Mill Creek and Pack Creek Flood Risk Management

Dear Senator Curtis,

On behalf of the City of Moab, I write in strong support of the City's request for authorization and funding in the upcoming Water Resources Development Act (WRDA) for a local flood risk management project on Mill Creek and Pack Creek. This request includes authorization for a U.S. Army Corps of Engineers feasibility study and \$12 million in initial construction funding to address urgent flood risks facing our community following several devastating flood events.

Moab has experienced repeated and severe flash flooding, most notably in 2022 and 2024, resulting in significant damage to public infrastructure, private property, transportation corridors and adjacent federal lands. While the City has undertaken local mitigation efforts, federal partnership is essential to implement comprehensive, long-term solutions at the scale required.

This project would protect residents, critical infrastructure and Moab's downtown core while safeguarding this gateway community for Arches and Canyonlands National Parks. Flood risk management along Mill Creek and Pack Creek is vital to public safety and to preserving the region's tourism-driven economy, which supports thousands of jobs and hundreds of millions of dollars in annual economic activity.

The City of Moab is prepared to serve as the non-federal sponsor and meet applicable cost-share requirements. We respectfully request your support for including this project in WRDA and advancing the necessary appropriations to move it forward.

Thank you for your continued leadership and consideration of this important request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joette", with a long horizontal flourish extending to the right.

Joette Langianese
Mayor, City of Moab

TITLE: FY 2026 Quarter-Two Financial Update

DISPOSITION: Discussion and possible action

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

ATTACHMENT/S: Q2 Budget Report

STAFF RECOMMENDATION: Staff recommends that the Council review the FY 26 - Q2 Financial Report and accept the report as the record of the half-year budget performance.

General Fund Overview

At the halfway point of FY 2026, overall financial performance is stable and tracking close to expectations. Revenues are at 48% of the annual budget and expenditures are at 36%, indicating that departments remain within planned spending levels. Revenues are especially strong considering that none of the major transfers from Enterprise Funds or Restricted Funds into the General Fund have been booked yet.

Key Revenue Highlights

Revenues tied to sales, resort, and room taxes continue to perform higher than expected and the end of the calendar year, reflecting a strong Fall and Winter tourism season. Key mid-year results include:

- Sales & Use Tax: 55% of annual budget collected
- Resort Community Tax: 58% collected
- Transient Room Tax: 63% collected

Additionally, Property Tax revenues are at 76%, which aligns with the typical timing of annual collections.

Key Expense Highlights

Most departments are tracking between 45–50% of budget, which is appropriate for this stage of the fiscal year. Personnel costs across HR, Treasurer, Recorder, CDD, Police, and Public Works fall between 48–55%, which is consistent with mid-year expectations.

Where salary lines are slightly above the 50% mark, the primary reasons include:

1. Vacation buyback liabilities — these are now budgeted under “Future Liabilities,” so they will not impact salary lines moving forward.
2. Minor personnel adjustments, including promotions that were not anticipated when the original budget was prepared.

3. Full staffing levels. This is a positive indicator of service capacity and operational stability.

Transfers & Capital Impacts

Several large, budgeted transfers have not yet occurred and will materially affect the General Fund balance when executed. These transfers will happen prior to the end of the fiscal year and include revenue from enterprise funds and payments to the CIP for property tax collected.

Enterprise & Other Funds

All Enterprise Funds and other Special Revenue Funds are performing as expected at mid-year.

CIP: Some capital projects show early spending—such as Kane Creek Reconstruction, Municipal Building Solar Upgrades, and Trail/Bridge work. Several project line items appear over budget in the current fiscal year (Kane Creek, McKinstry Contract) due to expenses that were planned for the prior fiscal year but deferred and recorded early in the current fiscal year. When viewed across both fiscal years, the projects remain within the overall approved budget, and sufficient revenue is available to cover these costs.

Summary

Moab City remains in a stable financial position at the mid-year point. Tourism-related revenues are strong, expenditures are generally tracking as expected and no major structural budget issues are apparent. FY 2026 continues to align well with operational needs and revenue performance. Staff will continue to monitor transfers, capital project balances, and departmental spending as we continue the rest of the fiscal year.

Proposed Motion:

I move to accept the FY 26 Q2 Budget Update.

RELEVANT LAWS, STUDIES & PLANS:

The quarterly review of the budget supports the Moab Strategic Plan Pillar of:

Achieve Practical, Accountable and Responsive Governance

RESPONSIBLE DEPARTMENT(s):

Administration

FINANCIAL IMPACT:

The financial report shows all of the received revenue and expenditures for the second quarter. There is no specific budget impact that comes from the review of this report. Staff is not presenting a recommended budget adjustment with this item.

MOAB CITY CORPORATION
Standard Financial Report
10 General Fund - 10/01/2025 to 12/31/2025
50.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Change In Net Position					
Revenue:					
Taxes					
310-300 SALES & USE TAXES	3,146,055.61	1,770,903.10	3,230,050.00	1,459,146.90	54.83%
310-314 FRANCHISE TAXES	126,904.31	50,246.96	145,882.00	95,635.04	34.44%
310-315 HIGHWAY TAXES	1,260,614.88	745,850.50	1,284,117.00	538,266.50	58.08%
310-316 TRANSIENT ROOM TAXES	1,871,473.48	1,223,146.59	1,949,668.00	726,521.41	62.74%
310-317 RESORT COMMUNITY TAXES	6,587,131.25	3,931,828.85	6,733,622.00	2,801,793.15	58.39%
310-318 ENERGY TAXES	248,767.01	145,161.72	236,804.00	91,642.28	61.30%
310-350 RAP TAXES	420,095.14	0.00	0.00	0.00	0.00%
310-360 Property Taxes	3,549,781.38	2,564,207.20	3,351,250.00	787,042.80	76.51%
Total Taxes	17,210,823.06	10,431,344.92	16,931,393.00	6,500,048.08	61.61%
Licenses and permits					
Licenses					
320-326 FLAT BUSINESS LICENSES	43,928.00	18,325.80	55,532.00	37,206.20	33.00%
320-327 SPECIAL EVENT LICENSES	19,309.00	2,400.00	25,744.00	23,344.00	9.32%
Total Licenses	63,237.00	20,725.80	81,276.00	60,550.20	25.50%
Planning/Zoning					
325-300 SIGN PERMITS	0.00	0.00	105.00	105.00	0.00%
325-301 BUILDING PERMITS - CITY	45,192.88	57,098.14	112,000.42	54,902.28	50.98%
325-302 BUILDING PERMITS - COMMERCIAL	97,038.74	25,276.98	120,000.00	94,723.02	21.06%
325-303 1% BLDG PERMIT CHARGE	603.68	1,270.02	150.00	(1,120.02)	846.68%
325-304 PLAN CHECK FEES	55,289.67	20,695.22	100,000.00	79,304.78	20.70%
325-306 CODE ENFORCEMENT FINES	19,290.20	2,000.00	27,000.00	25,000.00	7.41%
325-307 PLANNING & ZONING ALL OTHER FE	41,867.62	66,247.42	115,000.00	48,752.58	57.61%
325-308 ANNEXATION FEES	600.00	0.00	0.00	0.00	0.00%
325-309 OTHER LICENSES & PERMITS	30.00	60.00	53.00	(7.00)	113.21%
325-310 PASSTHROUGH 3RD PARTY REVIEW	0.00	0.00	85,000.00	85,000.00	0.00%
Total Planning/Zoning	259,912.79	172,647.78	559,308.42	386,660.64	30.87%
Total Licenses and permits	323,149.79	193,373.58	640,584.42	447,210.84	30.19%
Intergovernmental revenue					
335-380 PSafety - STATE LIQUOR FUND AL	36,927.24	0.00	30,000.00	30,000.00	0.00%
Total Intergovernmental revenue	36,927.24	0.00	30,000.00	30,000.00	0.00%
Charges for services					
340-301 SPECIAL SERVICES BY CITY DEPTS	0.00	10.00	0.00	(10.00)	0.00%
340-306 TRANSITIONAL HOUSING RENT	8,500.00	(1,000.00)	5,000.00	6,000.00	-20.00%
345-320 GARBAGE BILLING / COLLECTION	16,213.28	0.00	0.00	0.00	0.00%
345-330 REFUSE COLLECTION CHARGES	252,039.53	0.00	0.00	0.00	0.00%
345-340 RECYCLING COLLECTION CHARGES	18,253.77	0.00	0.00	0.00	0.00%
Total Charges for services	295,006.58	(990.00)	5,000.00	5,990.00	-19.80%
Public safety					
350-330 PSafety - ANIMAL SHELTER FEES	9,648.24	3,230.00	6,721.00	3,491.00	48.06%
350-340 PSafety - ANIMAL SHELTER INTER	4,230.00	3,436.41	9,551.00	6,114.59	35.98%
350-351 PSafety - SECURITY SERVICES	73,343.41	8,700.00	100,000.00	91,300.00	8.70%
350-353 PSafety - RECORDS FEES	6,820.00	1,815.00	5,234.00	3,419.00	34.68%
350-354 PSafety - WITNESS FEES	48.50	37.00	274.00	237.00	13.50%
350-355 PSafety - MISC STATE GRANTS	159,202.43	67,610.60	205,000.00	137,389.40	32.98%
350-356 PSafety - DONATIONS	500.00	3,000.00	0.00	(3,000.00)	0.00%
350-357 PSafety - EVIDENCE/LOST & FOUN	114.00	0.00	671.00	671.00	0.00%
350-358 PSafety - VICTIM ADVOCATE GRAN	0.00	0.00	1,072.00	1,072.00	0.00%
350-359 RESTITUTION	1,000.00	0.00	0.00	0.00	0.00%
350-360 PSafety - FINES & PENALTIES	9,714.37	0.00	42,824.00	42,824.00	0.00%
Total Public safety	264,620.95	87,829.01	371,347.00	283,517.99	23.65%
Interest					
361-360 INTEREST INCOME	406,077.76	115,200.81	650,000.00	534,799.19	17.72%
361-361 INTEREST PTIF	0.00	0.00	92,700.00	92,700.00	0.00%
Total Interest	406,077.76	115,200.81	742,700.00	627,499.19	15.51%
Film comm					
362-364 INACTIVE FILM SPECIAL EVENT FEES	0.00	0.00	0.00	0.00	0.00%
Total Film comm	0.00	0.00	0.00	0.00	0.00%
Miscellaneous revenue					

MOAB CITY CORPORATION
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	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
361-362 PROCEEDS FROM LT DEBT	209,246.26	0.00	0.00	0.00	0.00%
362-320 PARK AND FACILITY RENTALS	20,075.00	4,545.00	17,000.00	12,455.00	26.74%
362-321 PARK DEPOSITS	(1,350.00)	(450.00)	1,000.00	1,450.00	-45.00%
364-340 SALE OF REAL/PERS. PROPERTY	31,992.25	0.00	50,000.00	50,000.00	0.00%
364-341 INSURANCE REBATE	5,432.00	6,801.00	0.00	(6,801.00)	0.00%
369-300 OTHER	80,111.86	60,646.00	80,000.00	19,354.00	75.81%
369-302 REBATES	4,922.96	7,432.82	5,000.00	(2,432.82)	148.66%
369-304 SUSTAINABILITY GRANTS AND DONA	71,397.37	15,000.00	0.00	(15,000.00)	0.00%
369-307 CARRY FORWARD BALANCE	0.00	0.00	679,417.00	679,417.00	0.00%
369-308 CWDG GRANT	0.00	0.00	162,500.00	162,500.00	0.00%
369-370 INSURANCE CLAIM PROCEEDS	669,209.12	7,704.06	0.00	(7,704.06)	0.00%
Total Miscellaneous revenue	1,091,036.82	101,678.88	994,917.00	893,238.12	10.22%
Contributions					
371-370 GRAND COUNTY CONTRIBUTION	0.00	13,540.00	0.00	(13,540.00)	0.00%
371-373 PSafety - ANIMAL DEPOSITS NON-	1,245.00	600.00	300.00	(300.00)	200.00%
Total Contributions	1,245.00	14,140.00	300.00	(13,840.00)	4,713.33%
Transfers in					
390-320 OVERHEAD PAID FROM STORM WATER	90,000.00	0.00	92,700.00	92,700.00	0.00%
390-330 OVERHEAD PAID FROM SEWER FUND	430,000.00	0.00	442,900.00	442,900.00	0.00%
390-335 OVERHEAD PAID FROM CUL WATER F	430,000.00	0.00	442,900.00	442,900.00	0.00%
390-336 OVERHEAD PAID FROM TRANSIT	0.00	0.00	51,500.00	51,500.00	0.00%
390-340 GENERAL FUND BEG. BALANCE	0.00	0.00	836,054.00	836,054.00	0.00%
390-341 TRANSFER FROM GF RESTRICTED	0.00	0.00	862,980.00	862,980.00	0.00%
390-350 TRANSFER FROM OTHER FUNDS	0.00	0.00	350,000.00	350,000.00	0.00%
Total Transfers in	950,000.00	0.00	3,079,034.00	3,079,034.00	0.00%
Total Revenue:	20,578,887.20	10,942,577.20	22,795,275.42	11,852,698.22	48.00%
Expenditures:					
General Government					
Administrative Services Department					
Attorney					
422-530 Attorney PROFESSIONAL & TECHNICAL	170,613.01	101,804.50	200,000.00	98,195.50	50.90%
422-531 Attorney PUBLIC DEFENDER	36,120.00	19,512.00	35,000.00	15,488.00	55.75%
422-532 Attorney PROSECUTION SERVICES	48,027.20	27,909.00	35,000.00	7,091.00	79.74%
Total Attorney	254,760.21	149,225.50	270,000.00	120,774.50	55.27%
Human resources					
411-510 Human Resources SALARIES	297,265.27	144,658.33	283,534.00	138,875.67	51.02%
411-512 Human Resources FUTURE LIABILITY	0.00	0.00	12,396.00	12,396.00	0.00%
411-513 Human Resources BENEFITS	151,372.53	74,859.37	146,480.12	71,620.75	51.11%
411-515 Human Resources OVERTIME	1,269.75	0.00	1,500.00	1,500.00	0.00%
411-521 Human Resources SUBSCRIPTIONS	1,381.36	1,087.64	1,000.00	(87.64)	108.76%
411-522 Human Resources PUBLIC NOTICES	2,390.00	1,686.00	3,000.00	1,314.00	56.20%
411-523 Human Resources TRAVEL\FOOD	0.00	86.00	0.00	(86.00)	0.00%
411-524 Human Resources OFFICE SUPPLIES	773.30	703.70	1,500.00	796.30	46.91%
411-525 Human Resources EQUIPMENT SUPPLIES/M	256.46	0.00	0.00	0.00	0.00%
411-528 Human Resources TELEPHONE	1,146.66	492.06	1,500.00	1,007.94	32.80%
411-529 Human Resources EQUIPMENT RENTAL	2,585.04	1,541.66	3,500.00	1,958.34	44.05%
411-531 Human Resources PROFESSIONAL & TECHN	47,599.15	7,687.73	41,870.00	34,182.27	18.36%
411-533 Human Resources EDUCATION	1,433.00	284.00	4,000.00	3,716.00	7.10%
411-535 Human Resources OTHER	21,057.16	490.38	15,000.00	14,509.62	3.27%
411-546 Human Resources SPECIAL DEPT SUPPLIES	1,135.97	0.00	2,000.00	2,000.00	0.00%
411-550 Human Resources COPIER SUPPLIES	156.35	58.07	500.00	441.93	11.61%
Total Human resources	529,822.00	233,634.94	517,780.12	284,145.18	45.12%
Recorder					
415-510 Recorder SALARIES	198,568.89	110,307.29	247,251.00	136,943.71	44.61%
415-512 Recorder FUTURE LIABILITY	0.00	0.00	9,364.00	9,364.00	0.00%
415-513 Recorder EMPLOYEE BENEFITS	120,206.84	69,955.80	122,031.12	52,075.32	57.33%
415-515 Recorder OVERTIME	0.00	0.00	500.00	500.00	0.00%
415-521 Recorder SUBSCRIPTIONS/MEMBERSHIPS	425.00	175.00	1,000.00	825.00	17.50%
415-522 Recorder PUBLIC NOTICES	4,133.30	2,703.20	6,000.00	3,296.80	45.05%
415-523 Recorder TRAVEL\FOOD	147.77	0.00	1,000.00	1,000.00	0.00%
415-524 Recorder OFFICE EXPENSE & SUPPLIES	5,071.49	2,544.58	4,000.00	1,455.42	63.61%
415-525 Recorder EQUIPMENT SUPPLIES/MAINT	30.00	0.00	0.00	0.00	0.00%
415-528 Recorder TELEPHONE	574.41	246.56	700.00	453.44	35.22%

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415-531 Recorder PROFESSIONAL & TECHNICAL	21,760.45	11,146.34	30,000.00	18,853.66	37.15%
415-533 Recorder EDUCATION	6,420.54	3,439.50	8,000.00	4,560.50	42.99%
415-546 Recorder SPECIAL DEPT SUPPLIES	1,353.98	0.00	1,500.00	1,500.00	0.00%
415-550 Recorder COPIER SUPPLIES	3,367.57	2,289.24	3,500.00	1,210.76	65.41%
Total Recorder	362,060.24	202,807.51	434,846.12	232,038.61	46.64%
Info tech					
430-524 Info Tech OFFICE SUPPLIES	490.51	262.46	300.00	37.54	87.49%
430-531 Info Tech PROFESSIONAL & TECHNICAL	205,910.17	73,665.00	205,000.00	131,335.00	35.93%
430-532 Info Tech WEBSITE	22,039.99	7,819.68	30,000.00	22,180.32	26.07%
430-533 Info Tech SOFTWARE SUBSCRIPTION	140,807.14	97,654.36	130,000.00	32,345.64	75.12%
430-537 Info Tech DNS MONITORING	4,500.00	1,887.00	5,000.00	3,113.00	37.74%
430-574 Info Tech MACHINERY & EQUIPMENT	55,318.83	12,640.90	150,000.00	137,359.10	8.43%
Total Info tech	429,066.64	193,929.40	520,300.00	326,370.60	37.27%
Election					
417-532 Election PROFESSIONAL/TECH GENERAL	0.00	9,065.81	35,000.00	25,934.19	25.90%
Total Election	0.00	9,065.81	35,000.00	25,934.19	25.90%
Finance					
420-510 Treasurer SALARIES	228,567.15	134,037.19	265,353.00	131,315.81	50.51%
420-512 Treasurer FUTURE LIABILITY	0.00	0.00	11,969.00	11,969.00	0.00%
420-513 Treasurer BENEFITS	161,774.94	81,955.02	172,091.84	90,136.82	47.62%
420-515 Treasurer OVERTIME	508.75	0.00	1,000.00	1,000.00	0.00%
420-521 Treasurer SUBSCRIPTIONS/MEMBERSHIP	334.00	259.00	1,000.00	741.00	25.90%
420-523 Treasurer TRAVEL	0.00	97.69	7,000.00	6,902.31	1.40%
420-524 Treasurer OFFICE SUPPLIES	13,946.24	7,404.03	18,000.00	10,595.97	41.13%
420-525 Treasurer EQUIPMENT SUPPLIES/MAINT	0.00	0.00	2,500.00	2,500.00	0.00%
420-528 Treasurer TELEPHONE	574.41	246.56	600.00	353.44	41.09%
420-531 Treasurer PROFESSIONAL & TECHNICAL	9,481.65	1,968.33	13,000.00	11,031.67	15.14%
420-533 Treasurer EDUCATION	6,033.57	2,477.71	5,000.00	2,522.29	49.55%
420-535 Treasurer OTHER	161.98	29.40	0.00	(29.40)	0.00%
420-536 Treasurer BANK HANDLING CHARGES	65,871.39	35,614.55	70,000.00	34,385.45	50.88%
420-546 Treasurer SPECIAL DEPT SUPPLIES	824.47	1,670.76	1,500.00	(170.76)	111.38%
420-563 Treasurer CASH OVER/SHORT	(10.00)	(0.50)	0.00	0.50	0.00%
Total Finance	488,068.55	265,759.74	569,013.84	303,254.10	46.71%
Elected					
413-510 Elected SALARIES	220,652.06	112,944.68	228,375.00	115,430.32	49.46%
413-513 Elected BENEFITS	35,923.96	18,374.34	36,013.00	17,638.66	51.02%
413-521 Elected SUBSCRIPTIONS/MEMBERSHIP	12,082.19	0.00	2,500.00	2,500.00	0.00%
413-523 Elected TRAVEL\FOOD	17,022.09	2,258.89	20,000.00	17,741.11	11.29%
413-524 Elected OFFICE SUPPLIES	336.61	0.00	0.00	0.00	0.00%
413-528 Elected TELEPHONE	514.41	312.84	1,500.00	1,187.16	20.86%
413-530 Elected FUEL	714.33	273.17	0.00	(273.17)	0.00%
413-531 Elected PROFESSIONAL & TECHNICAL	78,000.00	6,000.00	0.00	(6,000.00)	0.00%
413-533 Elected EDUCATION	141.28	0.00	2,500.00	2,500.00	0.00%
413-535 Elected OTHER	400.00	147.05	0.00	(147.05)	0.00%
413-546 Elected SPECIAL DEPT SUPPLIES	406.89	378.33	6,000.00	5,621.67	6.31%
Total Elected	366,193.82	140,689.30	296,888.00	156,198.70	47.39%
Administration					
414-510 Admin SALARIES	376,241.85	147,131.50	440,994.00	293,862.50	33.36%
414-512 Admin FUTURE LIABILITY	0.00	0.00	27,255.00	27,255.00	0.00%
414-513 Admin BENEFITS	154,864.19	72,815.90	229,547.12	156,731.22	31.72%
414-515 Admin OVERTIME	0.00	222.40	3,300.00	3,077.60	6.74%
414-521 Admin SUBSCRIPTIONS/MEMBERSHIP	2,871.71	8,403.98	25,730.00	17,326.02	32.66%
414-522 Admin PUBLIC NOTICES	270.00	0.00	3,000.00	3,000.00	0.00%
414-523 Admin TRAVEL\FOOD	9,789.28	1,953.77	8,546.00	6,592.23	22.86%
414-524 Admin OFFICE SUPPLIES	2,833.20	982.47	6,364.00	5,381.53	15.44%
414-525 Admin EQUIPMENT SUPPLIES/MAINT	1,400.41	114.73	2,000.00	1,885.27	5.74%
414-526 Admin ADVERTISING/SOC MEDIA	0.00	0.00	23,284.00	23,284.00	0.00%
414-528 Admin TELEPHONE	3,260.33	771.54	3,349.00	2,577.46	23.04%
414-530 Admin FUEL	584.89	172.80	1,250.00	1,077.20	13.82%
414-531 Admin PROFESSIONAL & TECHNICAL	78,248.09	36,564.75	257,000.00	220,435.25	14.23%
414-533 Admin EDUCATION	149.00	0.00	4,500.00	4,500.00	0.00%
414-535 Admin OTHER	11,352.52	10,620.33	5,700.00	(4,920.33)	186.32%
414-546 Admin SPECIAL DEPT SUPPLIES	3,768.00	872.53	8,500.00	7,627.47	10.27%

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414-574 Admin MACHINERY & EQUIPMENT	20,632.36	9,228.42	0.00	(9,228.42)	0.00%
Total Administration	666,265.83	289,855.12	1,050,319.12	760,464.00	27.60%
General					
416-523 General TRAVEL/FOOD	14,903.20	10,282.79	12,500.00	2,217.21	82.26%
416-524 General OFFICE EXPENSE & SUPPLY	3,630.72	3,727.52	2,500.00	(1,227.52)	149.10%
416-525 General EQUIPMENT SUPPLIES & MAINT	2,130.00	0.00	0.00	0.00	0.00%
416-527 General UTILITIES	57,820.46	27,810.06	55,000.00	27,189.94	50.56%
416-528 General TELEPHONE/INTERNET	49,515.42	22,639.66	56,000.00	33,360.34	40.43%
416-529 General RENT OF PROPERTY OR EQ	3,383.16	1,949.88	85,000.00	83,050.12	2.29%
416-531 General PROFESSIONAL & TECHNIC	0.00	30,000.00	70,000.00	40,000.00	42.86%
416-536 General EMPLOYEE HOUSING EXPEN	1,961.99	432.68	20,000.00	19,567.32	2.16%
416-551 General INSURANCE	259,803.61	443,244.97	439,310.00	(3,934.97)	100.90%
Total General	393,148.56	540,087.56	740,310.00	200,222.44	72.95%
Total Administrative Services Department	3,489,385.85	2,025,054.88	4,434,457.20	2,409,402.32	45.67%
Community Development Department					
CDD Admin					
446-510 CDD Admin SALARIES	173,618.94	80,270.74	194,776.33	114,505.59	41.21%
446-512 CDD Admin FUTURE LIABILITY	0.00	0.00	11,828.00	11,828.00	0.00%
446-513 CDD Admin BENEFITS	87,455.72	38,255.55	81,479.47	43,223.92	46.95%
446-521 CDD Admin SUBSCRIPTION/MEMBERSHIP	759.77	0.00	1,000.00	1,000.00	0.00%
446-523 CDD Admin TRAVEL	2,312.30	1,143.52	2,500.00	1,356.48	45.74%
446-524 CDD Admin OFFICE SUPPLIES	1,233.56	652.34	2,500.00	1,847.66	26.09%
446-528 CDD Admin TELEPHONE	128.95	0.00	1,200.00	1,200.00	0.00%
446-531 CDD Admin PROFESSIONAL & TECHNICAL	8,500.00	17,645.20	50,000.00	32,354.80	35.29%
446-533 CDD Admin EDUCATION	2,530.00	476.49	3,500.00	3,023.51	13.61%
446-546 CDD Admin SPECIAL DEPT SUPPLIES	2,847.59	0.00	4,500.00	4,500.00	0.00%
Total CDD Admin	279,386.83	138,443.84	353,283.80	214,839.96	39.19%
Planning					
418-510 Planning SALARIES	122,945.55	70,249.27	216,654.67	146,405.40	32.42%
418-512 Planning FUTURE LIABILITY	0.00	0.00	10,064.00	10,064.00	0.00%
418-513 Planning BENEFITS	63,664.45	45,170.41	158,460.33	113,289.92	28.51%
418-515 Planning OVERTIME	621.51	0.00	1,000.00	1,000.00	0.00%
418-521 Planning SUBSCRIPTION/MEMBERSHIP	2,555.00	2,123.69	3,500.00	1,376.31	60.68%
418-523 Planning TRAVEL	879.49	521.83	2,500.00	1,978.17	20.87%
418-524 Planning OFFICE SUPPLIES	2,672.98	(257.37)	3,750.00	4,007.37	-6.86%
418-525 Planning EQUIPMENT SUPPLIES/MAINT	3,573.47	2,602.01	0.00	(2,602.01)	0.00%
418-528 Planning TELEPHONE	820.73	241.56	1,000.00	758.44	24.16%
418-531 Planning PROFESSIONAL & TECHNICAL	18,295.00	811.85	71,000.00	70,188.15	1.14%
418-533 Planning EDUCATION	1,007.80	300.00	2,500.00	2,200.00	12.00%
418-535 Planning OTHER	0.00	249.19	1,000.00	750.81	24.92%
418-546 Planning SPECIAL DEPARTMENTAL	31.34	0.00	1,000.00	1,000.00	0.00%
Total Planning	217,067.32	122,012.44	472,429.00	350,416.56	25.83%
Inspection					
424-510 Building SALARIES	250,150.03	130,787.59	279,812.00	149,024.41	46.74%
424-512 Building FUTURE LIABILITY	0.00	0.00	11,970.00	11,970.00	0.00%
424-513 Building BENEFITS	144,383.78	75,933.20	150,604.40	74,671.20	50.42%
424-515 Building OVERTIME	15,676.28	5,996.28	13,000.00	7,003.72	46.13%
424-521 Building SUBSCRIPTIONS/MEMBERSHIPS	2,825.35	2,997.58	3,500.00	502.42	85.65%
424-523 Building TRAVEL	2,037.71	816.10	2,000.00	1,183.90	40.81%
424-524 Building OFFICE SUPPLIES	676.16	34.46	700.00	665.54	4.92%
424-528 Building TELEPHONE	1,829.08	964.92	2,000.00	1,035.08	48.25%
424-530 Building FUEL	1,527.40	332.77	2,000.00	1,667.23	16.64%
424-531 Building PROFESSIONAL & TECHNICAL	2,274.63	30,413.45	85,000.00	54,586.55	35.78%
424-533 Building EDUCATION	1,588.82	1,398.28	2,500.00	1,101.72	55.93%
424-546 Building SPECIAL DEPT SUPPLIES	1,273.42	481.87	1,500.00	1,018.13	32.12%
424-559 Building Vehicle Lease Payments	25,119.88	0.00	0.00	0.00	0.00%
Total Inspection	449,362.54	250,156.50	554,586.40	304,429.90	45.11%
Engineering					
419-510 Engineer SALARIES	420,844.46	275,994.09	511,973.00	235,978.91	53.91%
419-512 Engineer FUTURE LIABILITY	0.00	0.00	17,400.00	17,400.00	0.00%
419-513 Engineer BENEFITS	207,607.09	140,575.90	278,407.20	137,831.30	50.49%
419-515 Engineer OVERTIME	14,469.00	2,150.37	20,000.00	17,849.63	10.75%
419-521 Engineer SUBSCRIPTION/MEMBERSHIP	11,548.47	10,414.50	16,829.00	6,414.50	61.88%

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419-523 Engineer TRAVEL	1,865.94	0.00	4,000.00	4,000.00	0.00%
419-524 Engineer OFFICE SUPPLIES	3,221.03	212.35	2,500.00	2,287.65	8.49%
419-525 Engineer EQUIPMENT SUPPLIES/MAINT	3,804.24	2,943.95	500.00	(2,443.95)	588.79%
419-528 Engineer TELEPHONE	1,805.95	847.95	2,920.00	2,072.05	29.04%
419-530 Engineer FUEL	3,244.81	1,387.87	3,000.00	1,612.13	46.26%
419-531 Engineer PROFESSIONAL & TECHNICAL	63,372.17	11,603.94	30,000.00	18,396.06	38.68%
419-532 Engineer PLAN REVIEW SERVICES	0.00	5,221.25	12,500.00	7,278.75	41.77%
419-533 Engineer EDUCATION	1,681.98	1,962.64	5,000.00	3,037.36	39.25%
419-546 Engineer SPECIAL DEPT SUPPLIES	0.00	0.00	14,000.00	14,000.00	0.00%
419-569 Engineering VECHICLE LEASE PAYMENTS	56,974.75	0.00	0.00	0.00	0.00%
Total Engineering	790,439.89	453,314.81	919,029.20	465,714.39	49.33%
Communication & Outreach Division					
448-510 Communication SALARIES & WAGE	121,187.37	63,196.10	63,196.00	(0.10)	100.00%
448-513 Communication EMPLOYEE BENEFI	55,079.30	31,924.92	31,925.00	0.08	100.00%
448-515 Communication OVERTIME	1,801.10	0.00	0.00	0.00	0.00%
448-521 Communication SUBSCRIPTION/MEMBERSH	861.47	119.99	120.00	0.01	99.99%
448-522 Communication ADVERTISING/SOC MEDIA	24,801.00	10,241.26	12,216.00	1,974.74	83.83%
448-524 Communication OFFICE SUPPLIES	655.62	0.00	0.00	0.00	0.00%
448-533 Communication EDUCATION	100.00	0.00	0.00	0.00	0.00%
448-535 Communication OTHER	5.00	0.00	0.00	0.00	0.00%
448-546 Communication SPECIAL DEPT SUPPLIES	346.83	0.00	0.00	0.00	0.00%
Total Communication & Outreach Division	204,837.69	105,482.27	107,457.00	1,974.73	98.16%
Sustainability					
454-510 Sustainability SALARIES & WAGE	128,731.95	94,740.12	94,740.00	(0.12)	100.00%
454-513 Sustainability EMPLOYEE BENEFI	47,771.21	36,731.94	36,732.00	0.06	100.00%
454-515 Sustainability OVERTIME	515.04	0.00	0.00	0.00	0.00%
454-521 Sustainability SUBSCRIPTIONS	4,110.00	1,800.00	1,800.00	0.00	100.00%
454-522 Sustainability PUBLIC NOTICES	0.00	0.00	0.00	0.00	0.00%
454-523 Sustainability TRAVEL/FOOD	2,049.71	6,454.33	6,454.00	(0.33)	100.01%
454-524 Sustainability OFFICE EXPENSE	902.20	436.02	436.00	(0.02)	100.00%
454-528 Sustainability TELEPHONE	514.41	351.09	351.00	(0.09)	100.03%
454-531 Sustain PROF/TECH. SERVICE	8,619.19	0.00	0.00	0.00	0.00%
454-570 Sustainability PROJECTS	171,362.45	(112,696.95)	0.00	112,696.95	0.00%
Total Sustainability	364,576.16	27,816.55	140,513.00	112,696.45	19.80%
Community contribution					
460-502 Community Contribution SEEKHAVEN	0.00	15,000.00	15,000.00	0.00	100.00%
460-503 Community Contribution MULTICULTURAL CE	0.00	0.00	20,000.00	20,000.00	0.00%
460-504 Community Contribution MOAB FREE HEALT	0.00	0.00	15,000.00	15,000.00	0.00%
460-505 Community Contribution MOAB INFORMATIO	20,000.00	0.00	10,000.00	10,000.00	0.00%
460-506 Community Contribution MOAB SOLUTIONS	0.00	10,000.00	10,000.00	0.00	100.00%
460-510 Community Contribution RAP DISTRIBUTION	83,000.00	0.00	0.00	0.00	0.00%
460-575 Community Contribution SHELTER SERVICES	0.00	0.00	0.00	0.00	0.00%
460-584 Community Contribution GRAND COUNTY 7/4	0.00	9,000.00	9,000.00	0.00	100.00%
Total Community contribution	103,000.00	34,000.00	79,000.00	45,000.00	43.04%
Total Community Development Department	2,408,670.43	1,131,226.41	2,626,298.40	1,495,071.99	43.07%
Total General Government	5,898,056.28	3,156,281.29	7,060,755.60	3,904,474.31	44.70%
Public safety					
Police					
421-510 Police SALARIES	2,304,226.64	1,216,531.45	2,353,902.00	1,137,370.55	51.68%
421-512 Police FUTURE LIABILITY	0.00	0.00	198,816.00	198,816.00	0.00%
421-513 Police BENEFITS	1,217,927.87	674,526.01	1,463,240.04	788,714.03	46.10%
421-514 Police UNIFORM ALLOWANCE	17,453.67	6,854.61	25,000.00	18,145.39	27.42%
421-515 Police OVERTIME	64,963.45	13,685.92	80,000.00	66,314.08	17.11%
421-516 Police UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00%
421-519 Police LINE OF DUTY	105,500.00	54,000.00	120,000.00	66,000.00	45.00%
421-521 Police SUBSCRIPTIONS	181,655.57	48,824.02	200,000.00	151,175.98	24.41%
421-523 Police TRAVEL/FOOD	16,480.46	8,314.76	30,000.00	21,685.24	27.72%
421-524 Police OFFICE SUPPLIES	9,832.76	2,856.89	8,000.00	5,143.11	35.71%
421-525 Police EQUIPMENT SUPPLIES/MAINT	97,224.67	21,014.45	38,000.00	16,985.55	55.30%
421-526 Police BLDG/GRDS-SUPPL. & MAIN	15.00	0.00	0.00	0.00	0.00%
421-528 Police TELEPHONE	12,437.44	14,142.50	23,600.00	9,457.50	59.93%
421-529 Police EQUIPMENT RENTAL	5,961.68	5,231.60	10,000.00	4,768.40	52.32%
421-530 Police FUEL	73,704.06	27,407.93	80,000.00	52,592.07	34.26%

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421-531 Police PROFESSIONAL & TECHNICAL	50,654.92	13,128.99	164,000.00	150,871.01	8.01%
421-533 Police EDUCATION	12,268.97	3,507.59	10,000.00	6,492.41	35.08%
421-535 Police OTHER	3,725.96	3,041.43	10,000.00	6,958.57	30.41%
421-536 Police DISPATCH SERVICES	0.00	232,270.29	232,270.00	(0.29)	100.00%
421-546 Police SPECIAL DEPT SUPPLIES	17,616.89	1,873.60	20,000.00	18,126.40	9.37%
421-547 Police COMMUNITY OUTREACH	3,414.41	436.14	15,000.00	14,563.86	2.91%
421-548 Police VEST REPLACEMENT	408.88	0.00	5,000.00	5,000.00	0.00%
421-549 Police INITIAL UNIFORM GEAR	11,172.59	5,728.05	10,000.00	4,271.95	57.28%
421-569 Police VECHICLE LEASE PAYMENTS	17,537.98	41,795.09	0.00	(41,795.09)	0.00%
421-572 Police SPECIAL EVENTS	5,992.07	0.00	5,000.00	5,000.00	0.00%
421-574 Police MACHINERY & EQUIPMENT	28,266.32	5,082.43	25,000.00	19,917.57	20.33%
421-575 Police JAG GRANT EXPENSES	1,670.52	0.00	1,671.00	1,671.00	0.00%
421-600 Police Lease liability principal	168,679.85	0.00	0.00	0.00	0.00%
421-601 Police Lease liability interest	6,979.52	0.00	0.00	0.00	0.00%
Total Police	4,435,772.15	2,400,253.75	5,128,499.04	2,728,245.29	46.80%
Victims advocate					
423-510 Victim Advocate SALARIES	157,748.49	74,360.09	151,511.00	77,150.91	49.08%
423-512 Victim Advocate FUTURE LIABILITY	0.00	0.00	6,908.00	6,908.00	0.00%
423-513 Victim Advocate BENEFITS	59,050.19	30,130.13	82,145.36	52,015.23	36.68%
423-515 Victim Advocate OVERTIME	10,938.04	4,116.84	12,000.00	7,883.16	34.31%
423-521 Victim Advocate SUBSCRIPTIONS/MEMBERS	1,327.00	1,500.00	1,500.00	0.00	100.00%
423-523 Victim Advocate TRAVEL	1,257.65	0.00	1,500.00	1,500.00	0.00%
423-524 Victim Advocate OFFICE SUPPLIES	963.16	42.63	1,000.00	957.37	4.26%
423-525 Victim Advocate EQUIPMENT SUPPLIES/MAIN	0.00	0.00	300.00	300.00	0.00%
423-530 Victim Advocate FUEL	678.23	48.48	1,000.00	951.52	4.85%
423-533 Victim Advocate EDUCATION	1,350.97	0.00	1,000.00	1,000.00	0.00%
423-535 Victim Advocate OTHER	1,217.36	22.34	1,000.00	977.66	2.23%
423-546 Victim Advocate SPECIAL DEPT SUPPLIES	599.99	13.50	1,500.00	1,486.50	0.90%
Total Victims advocate	235,131.08	110,234.01	261,364.36	151,130.35	42.18%
Beer tax					
425-574 Beer Tax EQUIPMENT	33,285.07	251.46	30,000.00	29,748.54	0.84%
Total Beer tax	33,285.07	251.46	30,000.00	29,748.54	0.84%
Code Enforcement					
426-510 Code Enforcement SALARIES	155,215.97	79,129.52	200,872.00	121,742.48	39.39%
426-512 Code Enforcement FUTURE LIABILITY	0.00	0.00	7,195.00	7,195.00	0.00%
426-513 Code Enforcement BENEFITS	98,629.35	55,244.98	114,042.44	58,797.46	48.44%
426-514 Code Enforcement UNIFORM ALLOWANCE	(64.78)	0.00	0.00	0.00	0.00%
426-515 Code Enforcement OVERTIME	1,047.32	0.00	10,000.00	10,000.00	0.00%
426-516 Code Enforcement UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00%
426-521 Code Enforcement SUBSCRIPTION/MEMBER	0.00	209.41	500.00	290.59	41.88%
426-523 Code Enforcement TRAVEL/FOOD	222.00	610.64	2,000.00	1,389.36	30.53%
426-524 Code Enforcement OFFICE SUPPLIES	544.55	618.61	0.00	(618.61)	0.00%
426-525 Code Enforcement EQUIPMENT SUPPLIES/M	1,785.58	77.49	2,000.00	1,922.51	3.87%
426-527 Code Enforcement UTILITIES	1,274.28	1,385.63	0.00	(1,385.63)	0.00%
426-528 Code Enforcement TELEPHONE	0.00	0.00	0.00	0.00	0.00%
426-530 Code Enforcement FUEL	7,954.01	3,333.13	8,000.00	4,666.87	41.66%
426-531 Code Enforcement PROFESSIONAL & TECHN	2,066.30	0.00	0.00	0.00	0.00%
426-533 Code Enforcement EDUCATION	310.00	345.00	1,000.00	655.00	34.50%
426-535 Code Enforcement OTHER	2,985.63	250.59	5,000.00	4,749.41	5.01%
426-546 Code Enforcement SPECIAL DEPT SUPPLIES	263.90	49.78	500.00	450.22	9.96%
Total Code Enforcement	272,234.11	141,254.78	351,109.44	209,854.66	40.23%
Animal shelter					
427-510 Animal Shelter SALARIES	122,812.00	67,670.09	137,243.00	69,572.91	49.31%
427-512 Animal Shelter FUTURE LIABILITY	0.00	0.00	6,620.00	6,620.00	0.00%
427-513 Animal Shelter BENEFITS	36,673.01	19,771.36	46,012.68	26,241.32	42.97%
427-515 Animal Shelter OVERTIME	0.00	278.60	1,000.00	721.40	27.86%
427-524 Animal Shelter OFFICE EXPENSE &	0.00	378.11	1,000.00	621.89	37.81%
427-526 Animal Shelter BLDG/GRDS-SUPPLIES	255.56	32.45	2,000.00	1,967.55	1.62%
427-527 Animal Shelter UTILITIES	9,780.88	4,678.54	12,000.00	7,321.46	38.99%
427-528 Animal Shelter TELEPHONE	579.22	808.19	1,000.00	191.81	80.82%
427-531 Animal Shelter PROFESSIONAL & TECHNICAL	1,706.36	990.56	2,000.00	1,009.44	49.53%
427-546 Animal Shelter SPECIAL DEPT SUPPLIES	3,689.06	211.91	5,000.00	4,788.09	4.24%
Total Animal shelter	175,496.09	94,819.81	213,875.68	119,055.87	44.33%
Total Public safety	5,151,918.50	2,746,813.81	5,984,848.52	3,238,034.71	45.90%

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	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Public Works Department					
Streets					
440-510 Streets SALARIES	345,087.10	139,515.69	428,521.00	289,005.31	32.56%
440-512 Streets FUTURE LIABILITY	0.00	0.00	19,361.90	19,361.90	0.00%
440-513 Streets BENEFITS	190,832.66	82,617.57	271,387.98	188,770.41	30.44%
440-515 Streets OVERTIME	26,175.60	6,265.48	35,000.00	28,734.52	17.90%
440-521 Streets SUBSCRIPTION/MEMBERSHIP	0.00	0.00	400.00	400.00	0.00%
440-523 Streets TRAVEL	2,845.22	0.00	7,000.00	7,000.00	0.00%
440-524 Streets OFFICE SUPPLIES	317.53	135.23	500.00	364.77	27.05%
440-525 Streets EQUIPMENT SUPPLIES/MAINT	86.94	228.17	2,500.00	2,271.83	9.13%
440-526 Streets BLDG/GRDS SUPPLIES/MAINT	2,268.22	0.00	4,000.00	4,000.00	0.00%
440-527 Streets UTILITIES	26,174.25	11,065.87	20,000.00	8,934.13	55.33%
440-528 Streets TELEPHONE	2,939.70	1,187.87	3,900.00	2,712.13	30.46%
440-529 Streets EQUIPMENT RENTAL	0.00	0.00	8,000.00	8,000.00	0.00%
440-531 Streets PROFESSIONAL & TECHNICAL	18,602.29	2,728.50	10,750.00	8,021.50	25.38%
440-533 Streets EDUCATION	5,346.75	600.00	10,000.00	9,400.00	6.00%
440-535 Streets OTHER	70.46	100,000.00	500.00	(99,500.00)	20,000.00%
440-542 Streets STREET LIGHTS	88,742.67	35,443.02	80,000.00	44,556.98	44.30%
440-546 Streets SPECIAL DEPT SUPPLIES	5,869.17	40,541.18	50,000.00	9,458.82	81.08%
440-569 Streets LEASE PAYMENT	0.00	48,814.00	0.00	(48,814.00)	0.00%
Total Streets	715,358.56	469,142.58	951,820.88	482,678.30	49.29%
Safety					
441-531 Safety PROFESSIONAL & TECHNICAL	3,337.45	1,020.00	10,000.00	8,980.00	10.20%
441-533 Safety EDUCATION	2,375.00	0.00	9,500.00	9,500.00	0.00%
441-534 Safety UNIFORMS	0.00	29,234.42	40,000.00	10,765.58	73.09%
441-535 Safety OTHER	45,487.66	16,442.34	35,000.00	18,557.66	46.98%
441-546 Safety SPECIAL DEPT SUPPLIES	8,986.98	1,755.59	10,000.00	8,244.41	17.56%
Total Safety	60,187.09	48,452.35	104,500.00	56,047.65	46.37%
Sanitation					
442-531 Sanitation PROFESSIONAL & TECHNICAL GA	260,390.03	0.00	0.00	0.00	0.00%
442-532 Sanitation PROFESSIONAL & TECHNICAL RE	18,193.77	0.00	0.00	0.00	0.00%
Total Sanitation	278,583.80	0.00	0.00	0.00	0.00%
Facilities					
443-510 Facilities SALARIES	596,049.84	314,992.05	668,512.00	353,519.95	47.12%
443-512 Facilities FUTURE LIABILITY	0.00	0.00	29,728.00	29,728.00	0.00%
443-513 Facilities BENEFITS	351,918.59	188,939.67	412,136.66	223,196.99	45.84%
443-515 Facilities OVERTIME	7,342.01	181.77	23,000.00	22,818.23	0.79%
443-521 Facilities SUBSCRIPTION/MEMBERSHIP	0.00	0.00	300.00	300.00	0.00%
443-523 Facilities TRAVEL	2,080.48	1,417.74	3,500.00	2,082.26	40.51%
443-524 Facilities OFFICE SUPPLIES	574.72	224.59	800.00	575.41	28.07%
443-525 Facilities EQUIPMENT SUPPLIES/MAINT	926.19	302.73	6,000.00	5,697.27	5.05%
443-526 Facilities BLDG/GRDS SUPPLIES/MAINT	195,222.54	473,941.92	510,000.00	36,058.08	92.93%
443-527 Facilities UTILITIES	10,094.99	4,671.76	11,000.00	6,328.24	42.47%
443-528 Facilities TELEPHONE	4,544.37	2,055.31	4,500.00	2,444.69	45.67%
443-529 Facilities EQUIPMENT RENTAL	200.00	0.00	800.00	800.00	0.00%
443-530 Facilities FUEL	7,695.52	4,165.02	9,000.00	4,834.98	46.28%
443-531 Facilities PROFESSIONAL & TECHNICAL	81,812.87	49,780.87	80,000.00	30,219.13	62.23%
443-533 Facilities EDUCATION	2,665.00	920.00	25,000.00	24,080.00	3.68%
443-535 Facilities OTHER	100.00	0.00	0.00	0.00	0.00%
443-536 Facilities - CITY CENTER	4,722.54	0.00	0.00	0.00	0.00%
443-537 Facilities - MARC	0.00	0.00	0.00	0.00	0.00%
443-538 Facilities - CENTER STREET GYM	0.00	0.00	0.00	0.00	0.00%
443-546 Facilities SPECIAL DEPARTMENTAL	6,566.37	3,584.84	10,000.00	6,415.16	35.85%
Total Facilities	1,272,516.03	1,045,178.27	1,794,276.66	749,098.39	58.25%
Vehicle maintenance					
444-510 Fleet SALARIES	182,589.36	103,896.34	186,933.00	83,036.66	55.58%
444-512 Fleet FUTURE LIABILITY	0.00	0.00	8,523.00	8,523.00	0.00%
444-513 Fleet BENEFITS	106,859.89	63,261.76	117,719.12	54,457.36	53.74%
444-515 Fleet OVERTIME	1,375.73	81.56	1,500.00	1,418.44	5.44%
444-521 Fleet SUBSCRIPTION/MEMBERSHIP	0.00	0.00	0.00	0.00	0.00%
444-523 Fleet TRAVEL	0.00	0.00	1,000.00	1,000.00	0.00%
444-525 Fleet EQUIPMENT SUPPLIES/MAINT	16,670.82	9,295.86	25,000.00	15,704.14	37.18%
444-526 Fleet BLDG/GRDS SUPPLIES/MAINT	14,662.09	1,194.81	17,800.00	16,605.19	6.71%
444-528 Fleet TELEPHONE	1,159.15	493.91	1,620.00	1,126.09	30.49%

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444-529 Fleet EQUIPMENT RENTAL	0.00	0.00	500.00	500.00	0.00%
444-530 Fleet FUEL	1,982.70	1,672.45	3,000.00	1,327.55	55.75%
444-531 Fleet PROFESSIONAL & TECHNICAL	4,200.00	7,635.00	15,875.00	8,240.00	48.09%
444-533 Fleet EDUCATION	150.00	0.00	3,100.00	3,100.00	0.00%
444-535 Fleet OTHER	61.48	0.00	1,000.00	1,000.00	0.00%
444-546 Fleet SPECIAL DEPT SUPPLIES	13,230.74	4,884.82	23,200.00	18,315.18	21.06%
444-551 Fleet EQUIPMENT MAINT GENERAL	20,065.84	3,910.44	26,500.00	22,589.56	14.76%
444-552 Fleet EQUIPMENT MAINT STREETS	12,904.99	10,173.05	15,000.00	4,826.95	67.82%
444-553 Fleet EQUIPMENT MAINT FACILITIES	1,561.01	569.15	5,000.00	4,430.85	11.38%
Total Vehicle maintenance	377,473.80	207,069.15	453,270.12	246,200.97	45.68%
PW Administration					
445-510 PW Admin SALARIES	276,938.89	144,507.41	270,103.00	125,595.59	53.50%
445-512 PW Admin FUTURE LIABILITY	0.00	0.00	11,795.00	11,795.00	0.00%
445-513 PW Admin BENEFITS	129,135.60	65,419.73	119,646.74	54,227.01	54.68%
445-521 PW Admin SUBSCRIPTION/MEMBERSHIP	0.00	265.00	500.00	235.00	53.00%
445-523 PW Admin TRAVEL	1,546.09	3,311.81	10,000.00	6,688.19	33.12%
445-524 PW Admin OFFICE SUPPLIES	3,295.34	1,385.92	4,080.00	2,694.08	33.97%
445-526 PW Admin BLDG/GRDS SUPPLIES/MAINT	540.42	0.00	6,500.00	6,500.00	0.00%
445-527 PW Admin UTILITIES	7,668.64	2,059.23	10,000.00	7,940.77	20.59%
445-528 PW Admin TELEPHONE	2,266.16	1,781.74	2,250.00	468.26	79.19%
445-529 PW Admin EQUIPMENT RENTAL	3,080.00	1,200.00	3,280.00	2,080.00	36.59%
445-530 PW Admin FUEL	1,434.32	470.33	2,000.00	1,529.67	23.52%
445-533 PW Admin EDUCATION	225.25	1,132.00	1,500.00	368.00	75.47%
445-535 PW Admin OTHER	1,791.43	0.00	1,700.00	1,700.00	0.00%
445-546 PW Admin SPECIAL DEPT SUPPLIES	1,429.60	175.72	1,500.00	1,324.28	11.71%
Total PW Administration	429,351.74	221,708.89	444,854.74	223,145.85	49.84%
Total Public Works Department	3,133,471.02	1,991,551.24	3,748,722.40	1,757,171.16	53.13%
Parks and public property					
Parks O&M					
450-523 Parks Admin INACTIVE TRAVEL	0.00	0.00	0.00	0.00	0.00%
450-524 Parks Admin INACTIVE OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00%
451-510 Parks SALARIES	0.00	252,286.97	549,741.00	297,454.03	45.89%
451-512 Parks FUTURE LIABILITY	0.00	0.00	24,821.00	24,821.00	0.00%
451-513 Parks BENEFITS	0.00	0.00	325,517.90	325,517.90	0.00%
451-515 Parks OVERTIME	0.00	6,123.14	20,000.00	13,876.86	30.62%
451-521 Parks SUBSCRIPTION/MEMBERSHIP	0.00	0.00	1,200.00	1,200.00	0.00%
451-523 Parks TRAVEL	0.00	2,027.67	23,000.00	20,972.33	8.82%
451-524 Parks OFFICE SUPPLIES	0.00	55.74	250.00	194.26	22.30%
451-525 Parks EQUIPMENT SUPPLIES/MAINT	0.00	1,123.07	7,500.00	6,376.93	14.97%
451-526 Parks BLDG/GRDS SUPPLIES/MAINT	0.00	17,155.82	70,000.00	52,844.18	24.51%
451-527 Parks UTILITIES	0.00	34,507.57	90,000.00	55,492.43	38.34%
451-528 Parks TELEPHONE	0.00	1,670.67	5,000.00	3,329.33	33.41%
451-529 Parks EQUIPMENT RENTALS	0.00	1,076.70	5,000.00	3,923.30	21.53%
451-530 Parks FUEL	0.00	10,207.92	31,000.00	20,792.08	32.93%
451-531 Parks PROFESSIONAL & TECHNICAL	0.00	19,357.96	30,000.00	10,642.04	64.53%
451-533 Parks EDUCATION	0.00	2,725.00	500.00	(2,225.00)	545.00%
451-535 Parks OTHER	0.00	0.00	15,000.00	15,000.00	0.00%
451-546 Parks SPECIAL DEPARTMENTAL	0.00	3,091.19	0.00	(3,091.19)	0.00%
451-571 Park GARBAGE & RECYCLING	0.00	0.00	15,000.00	15,000.00	0.00%
451-572 Parks UTILITIES	0.00	0.98	0.00	(0.98)	0.00%
451-574 Parks MACHINERY & EQUIPMENT	77,862.36	0.00	0.00	0.00	0.00%
Total Parks O&M	77,862.36	351,410.40	1,213,529.90	862,119.50	28.96%
Total Parks and public property	77,862.36	351,410.40	1,213,529.90	862,119.50	28.96%
Transfers out					
480-831 TRANSFER TO DEBT SERVICE FUND	395,339.00	0.00	0.00	0.00	0.00%
480-861 TRANSFER TO CAPITAL PROJ. FUND	3,250,000.00	0.00	3,351,250.00	3,351,250.00	0.00%
480-870 TRANSFER TO AFFORD HOUSING FUN	660,000.00	0.00	0.00	0.00	0.00%
480-871 TRANSFER TO TRAILS FUND	35,000.00	0.00	36,750.00	36,750.00	0.00%
480-872 TRANSFER TO VEHICLE FUND	0.00	0.00	25,000.00	25,000.00	0.00%
480-873 TRANSFER TO RAP TAX FUND	1,200,000.00	0.00	0.00	0.00	0.00%
480-886 TRANSFER - RECREATION FUND	2,100,672.00	0.00	1,354,419.00	1,354,419.00	0.00%
480-895 TRANSFER TO TRANSIT AND PARKIN	270,000.00	0.00	20,000.00	20,000.00	0.00%
Total Transfers out	7,911,011.00	0.00	4,787,419.00	4,787,419.00	0.00%

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	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Total Expenditures:	22,172,319.16	8,246,056.74	22,795,275.42	14,549,218.68	36.17%
Total Change In Net Position	(1,593,431.96)	2,696,520.46	0.00	(2,696,520.46)	0.00%

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21 Roads Fund - 10/01/2025 to 12/31/2025
50.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Change In Net Position					
Revenue:					
Intergovernmental revenue					
335-360 Class C ROAD FUND	383,527.65	177,494.35	450,000.00	272,505.65	39.44%
335-370 Class C TRANSPORTATION TAX	280,992.04	161,120.50	300,000.00	138,879.50	53.71%
Total Intergovernmental revenue	664,519.69	338,614.85	750,000.00	411,385.15	45.15%
Total Revenue:	664,519.69	338,614.85	750,000.00	411,385.15	45.15%
Expenditures:					
Public Works Department					
Streets					
400-525 Class C EQUIP SUPPLIES & MAINT	576.26	20.59	0.00	(20.59)	0.00%
400-526 Class C BLDG/GRDS SUPPLIES & M	196.95	932.64	38,000.00	37,067.36	2.45%
400-530 Class C FUEL	23,512.42	5,429.89	33,284.00	27,854.11	16.31%
400-541 Class C SPECIAL DEPARTMENTAL SUPPLIES	40,239.20	42,268.73	35,000.00	(7,268.73)	120.77%
400-546 Class C SPECIAL DEPARTMENTAL	682.72	0.00	0.00	0.00	0.00%
400-558 Class C ROADBASE - PATCHING	9,078.23	2,009.34	12,500.00	10,490.66	16.07%
400-570 Class C ASPHALT	5,415.00	0.00	31,500.00	31,500.00	0.00%
400-571 Class C OVERLAY	819,500.85	0.00	0.00	0.00	0.00%
400-572 Class C CRACK SEALING	4,150.00	0.00	6,000.00	6,000.00	0.00%
400-573 Class C SPECIAL PROJECTS	58,425.74	46,963.08	0.00	(46,963.08)	0.00%
400-574 Class C MACHINERY & EQUIPMENT	0.00	54,496.40	183,716.00	129,219.60	29.66%
400-576 Class C Sidewalk/Ped Ramp Rep	0.00	0.00	0.00	0.00	0.00%
400-577 Class C SPECIAL PROJECTS	0.00	33,920.70	0.00	(33,920.70)	0.00%
Total Streets	961,777.37	186,041.37	340,000.00	153,958.63	54.72%
Total Public Works Department	961,777.37	186,041.37	340,000.00	153,958.63	54.72%
Transfers out					
400-581 Transfer to Debt Service Fund	154,475.00	0.00	160,000.00	160,000.00	0.00%
400-582 Transfer to Capital Projects Fund	250,000.00	0.00	250,000.00	250,000.00	0.00%
Total Transfers out	404,475.00	0.00	410,000.00	410,000.00	0.00%
Total Expenditures:	1,366,252.37	186,041.37	750,000.00	563,958.63	24.81%
Total Change In Net Position	(701,732.68)	152,573.48	0.00	(152,573.48)	0.00%

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22 RAP Tax - 10/01/2025 to 12/31/2025
50.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Change In Net Position					
Revenue:					
Taxes					
310-350 RAP TAX	0.00	248,634.09	425,000.00	176,365.91	58.50%
310-360 TRANSFER FROM GF	1,200,000.00	0.00	0.00	0.00	0.00%
310-370 TRANSFER FROM EFB	0.00	0.00	65,000.00	65,000.00	0.00%
Total Taxes	1,200,000.00	248,634.09	490,000.00	241,365.91	50.74%
Total Revenue:	1,200,000.00	248,634.09	490,000.00	241,365.91	50.74%
Expenditures:					
General Government					
Community Development Department					
Community contribution					
460-520 COMMUNITY CONTRIBUTIONS RAP TAX DI	0.00	0.00	85,000.00	85,000.00	0.00%
Total Community contribution	0.00	0.00	85,000.00	85,000.00	0.00%
Total Community Development Department	0.00	0.00	85,000.00	85,000.00	0.00%
Total General Government	0.00	0.00	85,000.00	85,000.00	0.00%
Transfers out					
460-530 TRANSFER TO CIP	0.00	0.00	400,000.00	400,000.00	0.00%
Total Transfers out	0.00	0.00	400,000.00	400,000.00	0.00%
Total Expenditures:	0.00	0.00	485,000.00	485,000.00	0.00%
Total Change In Net Position	1,200,000.00	248,634.09	5,000.00	(243,634.09)	4,972.68%

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Standard Financial Report
23 Parks & Recreation Fund - 10/01/2025 to 12/31/2025
50.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Change In Net Position					
Revenue:					
Intergovernmental revenue					
335-361 GRAND COUNTY - RSSD	100,000.00	0.00	75,000.00	75,000.00	0.00%
335-363 SCHOOL DISTRICT	0.00	0.00	15,000.00	15,000.00	0.00%
Total Intergovernmental revenue	100,000.00	0.00	90,000.00	90,000.00	0.00%
Recreation					
345-301 Recreation Consolidated	0.00	0.00	50,000.00	50,000.00	0.00%
345-318 CASH OVER/SHORT	0.00	0.00	0.00	0.00	0.00%
345-336 SUMMER CAMP	0.00	0.00	0.00	0.00	0.00%
345-346 VOLLEYBALL - YOUTH SPRING	4,200.00	0.00	0.00	0.00	0.00%
345-355 BEVERAGE SALES - MOVIE NIGHT	177.74	0.00	0.00	0.00	0.00%
345-363 ADULT COED SOFTBALL	600.00	375.00	0.00	(375.00)	0.00%
345-366 YOUTH/BASEBALL/SOFTBALL	16,195.00	0.00	0.00	0.00	0.00%
345-368 YOUTH FOOTBALL	1,387.00	3,105.00	0.00	(3,105.00)	0.00%
345-369 SPRING YOUTH SOCCER	7,344.50	0.00	0.00	0.00	0.00%
345-370 FALL YOUTH SOCCER	5,675.00	5,697.50	0.00	(5,697.50)	0.00%
345-372 FOOT RACES	3,495.98	3,616.54	0.00	(3,616.54)	0.00%
345-374 INDOOR SOCCER - YOUTH	512.00	1,600.00	0.00	(1,600.00)	0.00%
345-376 JR JAZZ BASKETBALL	5,630.00	5,950.00	0.00	(5,950.00)	0.00%
345-377 FLAG FOOTBALL	1,395.00	2,112.50	0.00	(2,112.50)	0.00%
345-380 YOUTH VOLLEYBALL	3,000.00	2,625.00	0.00	(2,625.00)	0.00%
345-383 RECREATION SPONSORSHIPS	5,300.00	0.00	5,000.00	5,000.00	0.00%
Total Recreation	54,912.22	25,081.54	55,000.00	29,918.46	45.60%
MRAC recreation					
347-310 MRAC -PREPAID SERVICES	788.50	26.50	0.00	(26.50)	0.00%
347-311 MRAC - FITNESS ADMISSIONS	24,901.77	14,343.76	20,000.00	5,656.24	71.72%
347-312 MRAC - FITNESS MEMBERSHIPS	50,616.58	28,097.20	45,000.00	16,902.80	62.44%
347-314 MRAC - SILVER SNEAKERS MEMBERS	11,452.35	7,313.00	10,000.00	2,687.00	73.13%
347-315 MRAC - SWIM TEAM	0.00	0.00	2,000.00	2,000.00	0.00%
347-317 MRAC - SHOWERS	36,646.51	18,524.72	60,000.00	41,475.28	30.87%
347-318 MRAC - CASH OVER/SHORT	35.80	10.50	0.00	(10.50)	0.00%
347-320 MRAC - ADMISSIONS/AQUATIC	101,402.75	38,902.60	95,000.00	56,097.40	40.95%
347-321 MRAC - ADMISSIONS/AQUAT & FITN	1,976.76	993.17	2,000.00	1,006.83	49.66%
347-322 MRAC - RETAIL	4,922.52	1,213.56	6,000.00	4,786.44	20.23%
347-323 MRAC - PROGRAM FEES/ AQUATIC	16,443.95	4,137.86	10,000.00	5,862.14	41.38%
347-324 MRAC - PROGRAM FEES/FITNESS	11,221.49	5,313.95	10,000.00	4,686.05	53.14%
347-326 MRAC - MEMBERSHIPS/AQUATIC	22,285.80	9,226.66	27,500.00	18,273.34	33.55%
347-327 MRAC - MEMBERSHIPS/AQUAT & FIT	75,699.87	25,131.16	75,000.00	49,868.84	33.51%
347-328 MRAC - RENTAL FEES	(157.70)	(42.83)	1,000.00	1,042.83	-4.28%
347-329 MRAC - SPECIAL EVENT FEES	3.00	0.00	0.00	0.00	0.00%
347-330 MRAC - CONCESSIONS	5,429.26	2,594.84	6,500.00	3,905.16	39.92%
347-331 MRAC PRIVATE SWIM LESSONS	7,088.50	2,737.00	4,500.00	1,763.00	60.82%
347-332 MRAC - REDUCED ADMISSION FEE	738.50	435.00	1,000.00	565.00	43.50%
Total MRAC recreation	371,496.21	158,958.65	375,500.00	216,541.35	42.33%
MARC					
348-300 MARC Coworking Space	5,784.01	1,646.37	3,000.00	1,353.63	54.88%
348-310 PROGRAM FEES	5,240.97	2,273.79	16,000.00	13,726.21	14.21%
348-330 GRANTS AND DONATIONS	22,500.00	12,960.00	32,000.00	19,040.00	40.50%
348-340 RENTAL FEES	41,333.75	16,076.44	50,000.00	33,923.56	32.15%
348-350 SPECIAL EVENTS FEES	18,193.54	8,156.90	6,000.00	(2,156.90)	135.95%
348-351 SPECIAL EVENTS FEES - RED ROCK	2,389.29	3,866.06	3,700.00	(166.06)	104.49%
348-360 MARC - Art Retail	9,332.94	466.62	2,000.00	1,533.38	23.33%
Total MARC	104,774.50	45,446.18	112,700.00	67,253.82	40.32%
Miscellaneous revenue					
365-300 CENTER STREET GYM RENTALS	100.27	0.00	2,000.00	2,000.00	0.00%
365-301 BALL FIELD RENTALS	(19.91)	0.00	0.00	0.00	0.00%
365-302 SUN COURT RENTALS	0.00	0.00	250.00	250.00	0.00%
365-303 FACILITY RENTAL DEPOSITS	(310.00)	0.00	0.00	0.00	0.00%
365-350 PETTY CASH	76.64	0.00	0.00	0.00	0.00%
365-360 OTHER INCOME	21,310.00	0.00	0.00	0.00	0.00%
Total Miscellaneous revenue	21,157.00	0.00	2,250.00	2,250.00	0.00%
Transfers in					

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50.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
335-362 CITY OF MOAB - TRANSFER FROM GENERAL	2,100,672.00	0.00	1,354,419.00	1,354,419.00	0.00%
395-350 RECREATION FUND BEG. BALANCE	0.00	0.00	150,000.00	150,000.00	0.00%
395-390 TRANSFER FROM RAP TAX	0.00	0.00	90,000.00	90,000.00	0.00%
Total Transfers in	2,100,672.00	0.00	1,594,419.00	1,594,419.00	0.00%
Total Revenue:	2,753,011.93	229,486.37	2,229,869.00	2,000,382.63	10.29%
Expenditures:					
Parks & Recreation					
MRAC expenses					
452-508 MRAC INACTIVE MAINTENANCE SALARIES	19,335.40	0.00	0.00	0.00	0.00%
452-509 MRAC INACTIVE LIFEGUARD SALARIES	257,315.01	0.00	0.00	0.00	0.00%
452-510 MRAC SALARIES	336,729.40	363,718.21	697,110.00	333,391.79	52.18%
452-511 MRAC INACTIVE AQUATIC PROGRAM SALAR	32,233.65	0.00	0.00	0.00	0.00%
452-512 MRAC INACTIVE FITNESS PROGRAM SALAR	16,103.77	0.00	0.00	0.00	0.00%
452-513 MRAC BENEFITS	115,394.90	84,221.45	153,450.90	69,229.45	54.88%
452-514 MRAC UNFUNDED LIABILITY	0.00	0.00	8,476.00	8,476.00	0.00%
452-515 MRAC OVERTIME	5,765.17	5,517.90	5,000.00	(517.90)	110.36%
452-516 MRAC UNEMPLOYMENT	675.04	(98.36)	0.00	98.36	0.00%
452-521 MRAC SUBSCRIPTIONS	5,614.55	9,454.75	4,500.00	(4,954.75)	210.11%
452-522 MRAC ADVERTISING	3,011.50	2,028.25	2,750.00	721.75	73.75%
452-523 MRAC TRAVEL	2,345.46	0.00	2,500.00	2,500.00	0.00%
452-524 MRAC OFFICE SUPPLIES	4,315.25	780.40	4,500.00	3,719.60	17.34%
452-525 MRAC EQUIPMENT SUPPLIES/MAINT	34,950.48	10,033.14	10,000.00	(33.14)	100.33%
452-526 MRAC BLDG/GRDS SUPPLIES/MAINT	67,846.13	22,349.80	15,000.00	(7,349.80)	149.00%
452-527 MRAC UTILITIES	124,815.96	62,216.83	145,000.00	82,783.17	42.91%
452-528 MRAC TELEPHONE	7,635.28	4,669.36	8,000.00	3,330.64	58.37%
452-531 MRAC PROFESSIONAL & TECHNICAL	38,200.35	0.00	15,000.00	15,000.00	0.00%
452-533 MRAC EDUCATION	5,252.99	24.50	4,000.00	3,975.50	0.61%
452-534 MRAC INSTRUCTIONAL SUPPLIES	0.00	436.88	0.00	(436.88)	0.00%
452-535 MRAC OTHER	1,237.48	358.21	1,500.00	1,141.79	23.88%
452-546 MRAC SPECIAL DEPARTMENTAL	32,604.36	1,836.40	28,000.00	26,163.60	6.56%
452-547 MRAC CONCESSIONS	1,016.57	527.67	1,000.00	472.33	52.77%
452-561 MRAC SUNDRY EXPENSES	992.21	0.00	1,400.00	1,400.00	0.00%
452-571 MRAC FITNESS PROGRAMS	59.98	0.00	0.00	0.00	0.00%
452-573 MRAC AQUATIC PROGRAMS	478.60	404.45	1,000.00	595.55	40.45%
452-574 MRAC - MACHINERY & EQUIPMENT	70,144.90	0.00	48,000.00	48,000.00	0.00%
452-575 MRAC SPECIAL EVENTS	267.45	0.00	0.00	0.00	0.00%
Total MRAC expenses	1,184,341.84	568,479.84	1,156,186.90	587,707.06	49.17%
Recreation Admin					
640-510 Recreation SALARIES	329,001.02	151,573.35	321,215.00	169,641.65	47.19%
640-512 Recreation UNFUNDED LIABILITY	0.00	0.00	12,035.00	12,035.00	0.00%
640-513 Recreation BENEFITS	161,371.61	77,515.72	137,926.18	60,410.46	56.20%
640-515 Recreation OVERTIME	9,810.82	1,259.90	11,000.00	9,740.10	11.45%
640-516 Recreation UNEMPLOYMENT	430.53	0.00	0.00	0.00	0.00%
640-521 Recreation SUBSCRIPTIONS	8,548.82	4,464.95	5,000.00	535.05	89.30%
640-522 Recreation ADVERTISING	3,627.83	5,390.50	5,000.00	(390.50)	107.81%
640-523 Recreation TRAVEL	2,122.08	0.00	1,500.00	1,500.00	0.00%
640-524 Recreation OFFICE SUPPLIES	1,553.58	2,216.02	1,200.00	(1,016.02)	184.67%
640-525 Recreation - EQUIP SUPPLIES/MAINT	2,707.53	2,743.25	54,800.00	52,056.75	5.01%
640-527 Recreation - UTILITIES	0.00	15.00	0.00	(15.00)	0.00%
640-528 Recreation TELEPHONE	1,393.74	709.93	1,750.00	1,040.07	40.57%
640-530 Recreation FUEL	477.35	120.00	500.00	380.00	24.00%
640-531 Recreation PROFESSIONAL & TECHNICAL	974.73	4,157.51	10,000.00	5,842.49	41.58%
640-533 Recreation EDUCATION	1,395.00	0.00	1,500.00	1,500.00	0.00%
640-535 Recreation OTHER	802.14	56.14	200.00	143.86	28.07%
640-537 Recreation EDUCATION	73.63	0.00	0.00	0.00	0.00%
640-546 Recreation SPECIAL DEPARTMENTAL	817.11	0.00	8,700.00	8,700.00	0.00%
640-592 Recreation EASTER EGG HUNT	1,219.42	0.00	1,500.00	1,500.00	0.00%
640-593 Recreation TURKEY TROT	1,609.71	3,626.17	2,000.00	(1,626.17)	181.31%
Total Recreation Admin	527,936.65	253,848.44	575,826.18	321,977.74	44.08%
Soccer					
642-501 Soccer YOUTH SOCCER	4,400.71	116.98	0.00	(116.98)	0.00%
642-502 Soccer FALL SOCCER	2,457.92	4,221.88	0.00	(4,221.88)	0.00%
642-509 Soccer INDOOR - YOUTH SOCCER	1,105.24	477.55	0.00	(477.55)	0.00%
642-513 Soccer SOCCER REFEREE - WAGES	0.00	0.00	0.00	0.00	0.00%

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Total Soccer	7,963.87	4,816.41	0.00	(4,816.41)	0.00%
Summer camp					
643-510 Summer Camp WAGES	0.00	0.00	0.00	0.00	0.00%
643-513 Summer Camp BENEFITS	0.00	0.00	0.00	0.00	0.00%
643-573 Summer Camp SUPPLIES	1,300.88	0.00	0.00	0.00	0.00%
Total Summer camp	1,300.88	0.00	0.00	0.00	0.00%
Softball					
644-527 Sports COED SOFTBALL	2,623.76	290.93	0.00	(290.93)	0.00%
Total Softball	2,623.76	290.93	0.00	(290.93)	0.00%
Volleyball					
646-502 Sports VOLLEYBALL	0.00	201.13	0.00	(201.13)	0.00%
Total Volleyball	0.00	201.13	0.00	(201.13)	0.00%
Special events					
647-501 Special Events FREE MOVIE NIGH	4,525.73	700.89	0.00	(700.89)	0.00%
648-502 Special Events MOVIE SUPPLIES	1,380.00	0.00	0.00	0.00	0.00%
Total Special events	5,905.73	700.89	0.00	(700.89)	0.00%
Basketball					
648-503 Sports ADULT BASKETBALL	0.00	0.00	0.00	0.00	0.00%
648-504 Sports JR JAZZ BASKETBALL	4,833.94	471.01	0.00	(471.01)	0.00%
648-505 Sports JR. JAZZ REFEREE SERVICES	2,756.13	0.00	0.00	0.00	0.00%
648-513 Sports BASKETBALL BENEFITS	214.71	0.00	0.00	0.00	0.00%
Total Basketball	7,804.78	471.01	0.00	(471.01)	0.00%
Youth volleyball					
649-501 Sports YOUTH VOLLEYBALL	1,084.02	377.31	0.00	(377.31)	0.00%
649-504 Sports YOUTH SPRING VOLLEYBALL - WAGE	2,078.19	0.00	0.00	0.00	0.00%
649-505 Sports YOUTH SPRING VOLLEYBALL	479.28	0.00	0.00	0.00	0.00%
Total Youth volleyball	3,641.49	377.31	0.00	(377.31)	0.00%
Youth baseball/softball					
651-511 Sports Youth BB/SB WAGES- MAINTENANCE	2,741.66	0.00	0.00	0.00	0.00%
651-512 Sports Youth BB/SB WAGES- UMP&SCORE	3,488.12	0.00	0.00	0.00	0.00%
651-513 Sports Youth BB/SB BENEFITS	373.61	0.00	0.00	0.00	0.00%
651-525 Sports Youth BB/SB EQUIPMENT-SUPPLIES	1,691.22	10.88	0.00	(10.88)	0.00%
651-526 Sports Youth BB/SB BASEBALL FIELD MAI	1,119.78	140.90	0.00	(140.90)	0.00%
651-573 Sports FIELD MAINTENANCE EQUIPMENT	1,378.48	9,359.91	0.00	(9,359.91)	0.00%
651-574 Sports YOUTH BASEBALL/SOFTBALL	13,335.33	15.93	0.00	(15.93)	0.00%
651-580 Sports PICKLEBALL	235.93	102.45	0.00	(102.45)	0.00%
Total Youth baseball/softball	24,364.13	9,630.07	0.00	(9,630.07)	0.00%
Football					
652-575 Sports YOUTH FOOTBALL	5,562.07	1,118.81	0.00	(1,118.81)	0.00%
652-580 Sports FLAG FOOTBALL	0.00	1,710.00	0.00	(1,710.00)	0.00%
Total Football	5,562.07	2,828.81	0.00	(2,828.81)	0.00%
MARC expenses					
800-510 MARC SALARIES	190,326.02	104,610.89	220,320.00	115,709.11	47.48%
800-512 MARC UNFUNDED LIABILITY	0.00	0.00	9,208.00	9,208.00	0.00%
800-513 MARC BENEFITS	104,021.31	59,688.81	112,848.78	53,159.97	52.89%
800-514 MARC INACTIVE INSTRUCTOR SALARIES	9,698.94	0.00	0.00	0.00	0.00%
800-515 MARC OVERTIME	6,065.96	3,010.62	5,000.00	1,989.38	60.21%
800-516 MARC UNEMPLOYMENT	55.45	0.00	0.00	0.00	0.00%
800-521 MARC SUBSCRIPTIONS	1,251.63	547.62	2,230.00	1,682.38	24.56%
800-522 MARC ADVERTISING	6,912.00	4,930.50	10,165.00	5,234.50	48.50%
800-523 MARC TRAVEL	0.00	428.78	1,000.00	571.22	42.88%
800-524 MARC OFFICE SUPPLIES	789.45	774.62	4,600.00	3,825.38	16.84%
800-525 MARC EQUIPMENT SUPPLIES/MAINT	533.78	418.25	2,000.00	1,581.75	20.91%
800-526 MARC BLDG GROUNDS SUPPLIES/MAINT	1,060.86	1,476.24	4,500.00	3,023.76	32.81%
800-527 MARC UTILITIES	7,776.49	4,530.20	8,000.00	3,469.80	56.63%
800-528 MARC TELEPHONE	4,224.51	2,065.32	5,000.00	2,934.68	41.31%
800-531 MARC PROFESSIONAL & TECHNICAL	2,380.00	3,580.60	3,356.00	(224.60)	106.69%
800-533 MARC EDUCATION	642.27	24.50	1,000.00	975.50	2.45%
800-534 MARC ART SALES	8,190.85	1,382.27	2,500.00	1,117.73	55.29%
800-535 MARC OTHER	217.48	0.00	500.00	500.00	0.00%
800-536 MARC ONLINE PAYMENT PROCESSING FEE	30.27	5.87	36.00	30.13	16.31%

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800-546 MARC SPECIAL DEPARTMENTAL	3,069.37	776.17	10,000.00	9,223.83	7.76%
800-574 MARC MACHINERY & EQUIPMENT	160.00	0.00	0.00	0.00	0.00%
800-577 MARC SPECIAL EVENTS	5,648.96	2,530.76	10,000.00	7,469.24	25.31%
800-578 MARC SPECIAL PROJECTS	21,488.80	0.00	0.00	0.00	0.00%
800-579 MARC- RED ROCK ARTS FEST	32,992.54	32,018.71	35,000.00	2,981.29	91.48%
800-585 COMMUNITY CONTRIBUTION (RAP CONTRIB	0.00	0.00	90,000.00	90,000.00	0.00%
Total MARC expenses	407,536.94	222,800.73	537,263.78	314,463.05	41.47%
Parks & Public Property					
451-510 Parks SALARIES	515,874.74	21,201.57	0.00	(21,201.57)	0.00%
451-513 Parks BENEFITS	280,901.07	154,336.42	0.00	(154,336.42)	0.00%
451-515 Parks OVERTIME	30,354.69	696.40	0.00	(696.40)	0.00%
451-523 Parks TRAVEL	10,579.91	0.00	0.00	0.00	0.00%
451-524 Parks OFFICE SUPPLIES	174.98	0.00	0.00	0.00	0.00%
451-525 Parks EQUIPMENT SUPPLIES/MAINT	2,724.89	0.00	0.00	0.00	0.00%
451-526 Parks BLDG/GRDS SUPPLIES/MAINT	44,975.67	0.00	0.00	0.00	0.00%
451-527 Parks UTILITIES	69,470.19	988.52	0.00	(988.52)	0.00%
451-528 Parks TELEPHONE	4,360.57	357.66	0.00	(357.66)	0.00%
451-529 Parks EQUIPMENT RENTALS	4,872.45	0.00	0.00	0.00	0.00%
451-530 Parks FUEL	24,579.93	0.00	0.00	0.00	0.00%
451-531 Parks PROFESSIONAL & TECHNICAL	64,490.88	0.00	0.00	0.00	0.00%
451-533 Parks EDUCATION	4,904.00	0.00	0.00	0.00	0.00%
451-546 Parks SPECIAL DEPARTMENTAL	9,880.13	0.00	0.00	0.00	0.00%
451-571 Parks GARBAGE AND RECYCLING	5,363.00	0.00	0.00	0.00	0.00%
451-574 Parks MACHINERY & EQUIPMENT	56,131.18	0.00	0.00	0.00	0.00%
Total Parks & Public Property	1,129,638.28	177,580.57	0.00	(177,580.57)	0.00%
Total Parks & Recreation	3,308,620.42	1,242,026.14	2,269,276.86	1,027,250.72	54.73%
Total Expenditures:	3,308,620.42	1,242,026.14	2,269,276.86	1,027,250.72	54.73%
Total Change In Net Position	(555,608.49)	(1,012,539.77)	(39,407.86)	973,131.91	2,569.39%

FOR REVIEW ONLY

MOAB CITY CORPORATION
Standard Financial Report
28 Utah Trails - 10/01/2025 to 12/31/2025
50.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Change In Net Position					
Revenue:					
Transfers in					
332-310 CONTRIBUTION FROM GENERAL FUND	35,000.00	0.00	0.00	0.00	0.00%
Total Transfers in	35,000.00	0.00	0.00	0.00	0.00%
Total Revenue:	35,000.00	0.00	0.00	0.00	0.00%
Expenditures:					
Miscellaneous					
400-531 PROFESSIONAL/TECHNICAL	33,000.00	0.00	0.00	0.00	0.00%
Total Miscellaneous	33,000.00	0.00	0.00	0.00	0.00%
Total Expenditures:	33,000.00	0.00	0.00	0.00	0.00%
Total Change In Net Position	2,000.00	0.00	0.00	0.00	0.00%

FOR REVIEW ONLY

MOAB CITY CORPORATION
Standard Financial Report
30 Housing Fund - 10/01/2025 to 12/31/2025
50.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Change In Net Position					
Revenue:					
Intergovernmental revenue					
334-300 Workforce Affordable Housing F	1,504.82	0.00	380,000.00	380,000.00	0.00%
334-310 Grants	0.00	0.00	0.00	0.00	0.00%
Total Intergovernmental revenue	1,504.82	0.00	380,000.00	380,000.00	0.00%
Miscellaneous revenue					
361-300 INTEREST INCOME	84,135.36	37,554.51	90,000.00	52,445.49	41.73%
362-301 Rent/Lease Income	0.00	0.00	0.00	0.00	0.00%
Total Miscellaneous revenue	84,135.36	37,554.51	90,000.00	52,445.49	41.73%
Transfers in					
391-310 Transfer From General Fund	660,000.00	0.00	0.00	0.00	0.00%
Total Transfers in	660,000.00	0.00	0.00	0.00	0.00%
Total Revenue:	745,640.18	37,554.51	470,000.00	432,445.49	7.99%
Expenditures:					
Miscellaneous					
464-520 Acquisitions	0.00	0.00	0.00	0.00	0.00%
464-522 Development Costs	0.00	0.00	0.00	0.00	0.00%
464-525 Operation & Maintenance Costs	19,148.36	8,079.82	25,000.00	16,920.18	32.32%
464-527 O&M UTILITIES	4,527.73	45.36	10,000.00	9,954.64	0.45%
464-531 Professional & Technical	3,295.00	0.00	150,000.00	150,000.00	0.00%
Total Miscellaneous	26,971.09	8,125.18	185,000.00	176,874.82	4.39%
Debt service					
471-617 2019 Walnut Lane Lease Payoff - Princ	1,415,000.00	0.00	0.00	0.00	0.00%
471-618 2019 Walnut Lane Lease Payoff - Interest	52,442.28	0.00	0.00	0.00	0.00%
Total Debt service	1,467,442.28	0.00	0.00	0.00	0.00%
Transfers out					
464-560 Transfer to Debt Service Fund	134,301.00	0.00	156,000.00	156,000.00	0.00%
Total Transfers out	134,301.00	0.00	156,000.00	156,000.00	0.00%
Total Expenditures:	1,628,714.37	8,125.18	341,000.00	332,874.82	2.38%
Total Change In Net Position	(883,074.19)	29,429.33	129,000.00	99,570.67	22.81%

MOAB CITY CORPORATION
Standard Financial Report
31 Debt Service Fund - 10/01/2025 to 12/31/2025
50.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Change In Net Position					
Revenue:					
Interest					
361-300 Interest income	0.00	0.00	0.00	0.00	0.00%
Total Interest	0.00	0.00	0.00	0.00	0.00%
Miscellaneous revenue					
362-301 Lease Revenue	3,687.53	29,772.00	0.00	(29,772.00)	0.00%
Total Miscellaneous revenue	3,687.53	29,772.00	0.00	(29,772.00)	0.00%
Contributions					
362-360 Contribution from GC Rec Distr	190,000.00	0.00	190,000.00	190,000.00	0.00%
362-370 Contribution from Grand County	38,493.35	23,493.35	18,630.00	(4,863.35)	126.10%
Total Contributions	228,493.35	23,493.35	208,630.00	185,136.65	11.26%
Transfers in					
391-310 Transfer from general fund	395,339.00	0.00	0.00	0.00	0.00%
391-315 Transfer from housing fund	134,301.00	0.00	156,000.00	156,000.00	0.00%
391-316 Transfer from capital projects	0.00	0.00	200,000.00	200,000.00	0.00%
391-317 Transfer from Roads Fund	154,475.00	0.00	160,000.00	160,000.00	0.00%
391-318 Transfer from Sewer Fund	12,392.00	0.00	13,000.00	13,000.00	0.00%
391-319 Transfer from Water Fund	36,940.00	0.00	36,940.00	36,940.00	0.00%
391-320 Transfer from Storm Water Fund	53,157.00	0.00	53,157.00	53,157.00	0.00%
Total Transfers in	786,604.00	0.00	619,097.00	619,097.00	0.00%
Total Revenue:	1,018,784.88	53,265.35	827,727.00	774,461.65	6.44%
Expenditures:					
Debt service					
471-611 2003 Sales Tax Rev - Principal	96,000.00	98,000.00	98,000.00	0.00	100.00%
471-612 2003 Sales Tax Rev - Interest	15,275.02	12,875.00	12,875.00	0.00	100.00%
471-613 2009 Sales Tax Rev - Principal	191,000.00	191,000.00	191,000.00	0.00	100.00%
471-615 2018 CIB Bond - Principal	33,000.00	33,000.00	33,000.00	0.00	100.00%
471-616 2018 CIB Bond - Interest	14,424.98	13,600.00	13,600.00	0.00	100.00%
471-617 2019 Walnut Lane Lease - Princ	74,000.00	0.00	77,000.00	77,000.00	0.00%
471-618 2019 Walnut Lane Lease - Inter	82,144.99	0.00	78,992.00	78,992.00	0.00%
471-621 2023 Kane Creek Blvd Reconstruction - Principal	295,000.00	245,000.00	245,000.00	0.00	100.00%
471-622 2023 Kane Creek Blvd Reconstruction - Interest	21,507.56	78,145.29	78,260.00	114.71	99.85%
Total Debt service	822,352.55	671,620.29	827,727.00	156,106.71	81.14%
Total Expenditures:	822,352.55	671,620.29	827,727.00	156,106.71	81.14%
Total Change In Net Position	196,432.33	(618,354.94)	0.00	618,354.94	0.00%

FOR REVIEW ONLY

MOAB CITY CORPORATION
Standard Financial Report
41 Capital Projects Fund - 10/01/2025 to 12/31/2025
50.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Change In Net Position					
Revenue:					
Intergovernmental revenue					
361-321 GRAND COUNTY CONTRIBUTION	95,646.06	0.00	50,000.00	50,000.00	0.00%
361-324 GRANTS AND DONATIONS	198,652.98	0.00	0.00	0.00	0.00%
361-365 PROCEEDS FROM LONG TERM DEBT	0.00	0.00	450,000.00	450,000.00	0.00%
362-302 UDOT FUNDING - HOTSPOT	1,952,560.32	0.00	0.00	0.00	0.00%
362-303 GRANT PROCEEDS	356,625.00	151,052.42	250,000.00	98,947.58	60.42%
362-310 CIB GRANT	0.00	0.00	50,000.00	50,000.00	0.00%
362-311 *GOLF COURSE TENANT IMP. PAYMENTS	0.00	0.00	35,000.00	35,000.00	0.00%
362-312 *TAX REBATES FOR SOLAR	0.00	0.00	50,000.00	50,000.00	0.00%
362-324 UDOT AID PROJECT	0.00	0.00	0.00	0.00	0.00%
Total Intergovernmental revenue	2,603,484.36	151,052.42	885,000.00	733,947.58	17.07%
Interest					
361-300 INTEREST INCOME	17,418.57	8,093.46	12,000.00	3,906.54	67.45%
Total Interest	17,418.57	8,093.46	12,000.00	3,906.54	67.45%
Miscellaneous revenue					
362-305 SALE OF PROPERTY/EQUIPMENT	0.00	0.00	50,000.00	50,000.00	0.00%
Total Miscellaneous revenue	0.00	0.00	50,000.00	50,000.00	0.00%
Contributions					
362-300 DONATIONS	100.00	0.00	0.00	0.00	0.00%
Total Contributions	100.00	0.00	0.00	0.00	0.00%
Transfers in					
391-310 TRANSFER FROM GENERAL FUND	3,250,000.00	0.00	3,602,165.00	3,602,165.00	0.00%
391-311 TRANSFER FROM RAP TAX	0.00	0.00	400,000.00	400,000.00	0.00%
392-326 TRANSFER FROM ROADS FUND	250,000.00	0.00	250,000.00	250,000.00	0.00%
392-327 TRANSFER FROM WATER FUND	330,000.00	0.00	200,000.00	200,000.00	0.00%
392-329 TRANSFER FROM STORMWATER FUND	475,000.00	0.00	0.00	0.00	0.00%
395-361 CAPITAL PROJECTS FUND BEG. BAL	0.00	0.00	4,162,044.00	4,162,044.00	0.00%
Total Transfers in	4,305,000.00	0.00	8,614,209.00	8,614,209.00	0.00%
Total Revenue:	6,926,002.93	159,145.88	9,561,209.00	9,402,063.12	1.66%
Expenditures:					
General Government					
Administrative Services Department					
Info tech					
740-696 IT - COMPUTER REPLACEMENT	0.00	0.00	0.00	0.00	0.00%
740-697 IT - OTHER EQUIPMENT	12,428.23	0.00	0.00	0.00	0.00%
Total Info tech	12,428.23	0.00	0.00	0.00	0.00%
Total Administrative Services Department	12,428.23	0.00	0.00	0.00	0.00%
Total General Government	12,428.23	0.00	0.00	0.00	0.00%
Public Works Department					
Streets					
440-666 PARKING IMPROVEMENTS - DISPERS	3,509,860.73	291,321.54	0.00	(291,321.54)	0.00%
440-670 *ROAD IMPROVEMENTS (100 E/Uranium)	277,178.03	2,470,080.68	2,750,000.00	279,919.32	89.82%
440-672 *STREETS/SPECIAL PROJ./CONCRETE (Side	0.00	47,845.00	565,000.00	517,155.00	8.47%
440-686 400 EAST ROAD IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00%
440-691 VEHICLES	230,011.62	37,663.00	0.00	(37,663.00)	0.00%
440-697 *500 WEST/KANE CREEK IMPROVE	6,633,929.41	1,887,250.97	1,000,000.00	(887,250.97)	188.73%
440-699 *FLOOD DAMAGE REPAIR (GENERAL)	732,408.18	1,480.50	350,000.00	348,519.50	0.42%
Total Streets	11,383,387.97	4,735,641.69	4,665,000.00	(70,641.69)	101.51%
Total Public Works Department	11,383,387.97	4,735,641.69	4,665,000.00	(70,641.69)	101.51%
Parks and public property					
Parks O&M					
460-671 SOLAR PROJECT	0.00	46,250.00	0.00	(46,250.00)	0.00%
Total Parks O&M	0.00	46,250.00	0.00	(46,250.00)	0.00%
Total Parks and public property	0.00	46,250.00	0.00	(46,250.00)	0.00%
Municipal					
770-631 *MUNI BLDG SOLAR UPGRADE PROJECT	0.00	513,365.10	375,000.00	(138,365.10)	136.90%
770-650 *MUNICIPAL BLDG GENERAL IMPROVEMENT	15,018.71	0.00	180,000.00	180,000.00	0.00%

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50.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
770-652 *MUNI BLDG BIKE STRUCTURE/ EVSE	0.00	12,040.80	50,000.00	37,959.20	24.08%
770-653 *NUISANCE ABATEMENT	0.00	5,475.00	150,000.00	144,525.00	3.65%
770-655 *CITY SUSTAINABILITY (MCKINSTRY ENERGY	696,051.05	1,099,312.57	1,000,000.00	(99,312.57)	109.93%
770-656 *CENTER STREET BALLFIELD UPGRADES	0.00	0.00	150,000.00	150,000.00	0.00%
770-657 *DARK SKY CAPITAL IMPROVEMENT	49,834.09	0.00	110,000.00	110,000.00	0.00%
Total Municipal	760,903.85	1,630,193.47	2,015,000.00	384,806.53	80.90%
Parks expenses					
780-625 *100 W - 500 W MILLCREEK TRAIL/BRIDGE IM	16,014.50	11,396.00	475,000.00	463,604.00	2.40%
780-630 *ART IN PUBLIC PLACES 1%	105.27	13,650.00	40,000.00	26,350.00	34.13%
780-644 *PARK IMPROVEMENTS - SWANY IMPROVEM	770,261.24	0.00	75,000.00	75,000.00	0.00%
780-646 PARKS EQUIPMENT & VEHICLES	56,251.00	0.00	0.00	0.00	0.00%
Total Parks expenses	842,632.01	25,046.00	590,000.00	564,954.00	4.25%
Animal shelter					
791-655 POLICE VEHICLES	0.00	0.00	0.00	0.00	0.00%
Total Animal shelter	0.00	0.00	0.00	0.00	0.00%
Parks & Recreation					
MRAC expenses					
470-670 *MRAC STRUCTURAL/GENERAL BLDG IMPR	0.00	0.00	85,000.00	85,000.00	0.00%
470-672 *AQUATIC CENTER MAJOR MAINTENANCE P	0.00	0.00	125,000.00	125,000.00	0.00%
470-673 *ADA UPGRADES TO PARK & REC. FACILITIE	0.00	0.00	250,000.00	250,000.00	0.00%
470-674 *OUTDOOR WATER FEATURE REPLACEMEN	0.00	0.00	250,000.00	250,000.00	0.00%
Total MRAC expenses	0.00	0.00	710,000.00	710,000.00	0.00%
Total Parks & Recreation	0.00	0.00	710,000.00	710,000.00	0.00%
Miscellaneous					
780-642 *PACK CREEK FOOT BRIDGE (EPISCOPAL CH	0.00	0.00	375,000.00	375,000.00	0.00%
790-643 *PROPERTY ACQUISITION FOR TRAILS/ AT	0.00	0.00	200,000.00	200,000.00	0.00%
790-644 *GOLF COURSE CAPITAL IMP.	0.00	0.00	150,000.00	150,000.00	0.00%
Total Miscellaneous	0.00	0.00	725,000.00	725,000.00	0.00%
Transfers out					
400-691 TRANSFER TO DEBT SERVICE	0.00	0.00	200,000.00	200,000.00	0.00%
810-601 *TRANSFER TO GENERAL FUND (ENG. OVHD	0.00	0.00	250,000.00	250,000.00	0.00%
810-602 TRANSFER TO STORMWATER FUND	0.00	0.00	0.00	0.00	0.00%
810-603 *TRANSFER TO FLEET FUND	0.00	0.00	450,000.00	450,000.00	0.00%
900-100 LEASE PAYMENT - PRINCIPAL	0.00	0.00	0.00	0.00	0.00%
900-102 LEASE PAYMENT - INTEREST	0.00	0.00	0.00	0.00	0.00%
Total Transfers out	0.00	0.00	900,000.00	900,000.00	0.00%
Total Expenditures:	12,999,352.06	6,437,131.16	9,605,000.00	3,167,868.84	67.02%
Total Change In Net Position	(6,073,349.13)	(6,277,985.28)	(43,791.00)	6,234,194.28	14,336.25%

FOR REVIEW ONLY

MOAB CITY CORPORATION
Standard Financial Report
51 Water Fund - 10/01/2025 to 12/31/2025
50.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Income or Expense					
Income From Operations:					
Operating income					
363-330 WATER PENALTIES	12,923.75	5,426.85	18,000.00	12,573.15	30.15%
369-300 Water SUNDRY REVENUES	21,380.36	21,713.59	25,000.00	3,286.41	86.85%
369-302 Water SHOP WATER	1,651.97	(768.32)	10,000.00	10,768.32	-7.68%
371-300 WATER SALES	1,937,200.42	1,156,878.35	1,842,540.00	685,661.65	62.79%
372-360 WATER CONNECTION	24,014.10	2,873.80	45,000.00	42,126.20	6.39%
Total Operating income	1,997,170.60	1,186,124.27	1,940,540.00	754,415.73	61.12%
Operating expense					
Operating					
500-509 Water GENERAL FUND O/H	430,000.00	1,807.15	442,900.00	441,092.85	0.41%
500-510 Water SALARIES	430,401.84	217,582.67	406,436.00	188,853.33	53.53%
500-513 Water BENEFITS	279,461.61	133,402.83	269,279.00	135,876.17	49.54%
500-514 Water FUTURE LIABILITY	0.00	0.00	18,356.00	18,356.00	0.00%
500-515 Water OVERTIME	27,423.09	10,247.66	45,000.00	34,752.34	22.77%
500-521 Water SUBSCRIPTIONS	3,335.00	49.00	5,500.00	5,451.00	0.89%
500-523 Water TRAVEL	711.88	1,910.14	35,000.00	33,089.86	5.46%
500-524 Water OFFICE SUPPLIES	314.83	38.23	700.00	661.77	5.46%
500-525 Water EQUIPMENT SUPPLIES/MAINT	35,735.03	2,942.48	65,000.00	62,057.52	4.53%
500-526 Water BUILDING SUPPLIES/MAINT	0.00	74.37	500.00	425.63	14.87%
500-527 Water UTILITIES	91,771.84	39,509.59	95,000.00	55,490.41	41.59%
500-528 Water TELEPHONE	4,585.90	1,626.72	5,000.00	3,373.28	32.53%
500-530 Water FUEL	18,465.22	6,599.60	23,000.00	16,400.40	28.69%
500-531 Water PROFESSIONAL & TECHNICAL	94,270.50	30,352.49	40,000.00	9,647.51	75.88%
500-533 Water EDUCATION	1,720.09	1,785.00	10,500.00	8,715.00	17.00%
500-535 Water OTHER	7,021.09	2,150.56	6,200.00	4,049.44	34.69%
500-546 Water SPECIAL DEPARTMENTAL	84,344.55	57,464.65	95,000.00	37,535.35	60.49%
500-551 Water INSURANCE	1,560.00	1,560.00	1,560.00	0.00	100.00%
500-691 Water RENT OF PROPERTY & EQUIP	0.00	0.00	5,000.00	5,000.00	0.00%
500-693 Water BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00%
Total Operating	1,511,122.47	509,103.14	1,569,931.00	1,060,827.86	32.43%
Depreciation expense					
500-669 Water DEPRECIATION	344,873.86	217,633.54	350,000.00	132,366.46	62.18%
Total Depreciation expense	344,873.86	217,633.54	350,000.00	132,366.46	62.18%
Total Operating expense	1,855,996.33	726,736.68	1,919,931.00	1,193,194.32	37.85%
Total Income From Operations:	141,174.27	459,387.59	20,609.00	(438,778.59)	2,229.06%
Non-Operating Items:					
Non-operating income					
361-300 INTEREST INCOME	497,862.36	189,141.78	600,000.00	410,858.22	31.52%
361-310 WATER IMPACT FEE INTEREST INCO	200.10	92.99	500.00	407.01	18.60%
361-311 WATER IMPACT FEES	45,771.02	4,628.68	75,000.00	70,371.32	6.17%
Total Non-operating income	543,833.48	193,863.45	675,500.00	481,636.55	28.70%
Non-operating expense					
500-681 Water TRANSFER TO DEBT SERVICE FUND	36,940.00	0.00	36,940.00	36,940.00	0.00%
500-682 Water INTEREST ON BONDS/DEBT S	154,229.85	73,746.46	305,000.00	231,253.54	24.18%
500-683 Water BOND ISSUANCE COSTS	1,000.00	0.00	0.00	0.00	0.00%
Total Non-operating expense	192,169.85	73,746.46	341,940.00	268,193.54	21.57%
Total Non-Operating Items:	351,663.63	120,116.99	333,560.00	213,443.01	36.01%
Total Income or Expense	492,837.90	579,504.58	354,169.00	(225,335.58)	163.62%

MOAB CITY CORPORATION
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52 Sewer Fund - 10/01/2025 to 12/31/2025
50.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Income or Expense					
Income From Operations:					
Operating income					
362-390 Sewer SEPTAGE PROCESSING FEES	94,230.54	66,474.58	60,000.00	(6,474.58)	110.79%
372-300 SEWER EXISTING FACILITY FEE	21,761.56	7,307.16	45,000.00	37,692.84	16.24%
372-310 SEWER STUDIES FEE	1,968.59	967.85	4,000.00	3,032.15	24.20%
372-320 SEWER SERVICES CHARGES	2,299,850.23	1,309,038.15	2,200,000.00	890,961.85	59.50%
372-325 Sewer SPECIAL SERVICES BY CITY	4,710.00	1,200.00	5,000.00	3,800.00	24.00%
372-326 Sewer GREASE TRAP SERVICES/FIN	0.00	0.00	1,000.00	1,000.00	0.00%
372-350 Sewer SPANISH VALLEY SEWER	608,069.61	314,613.99	674,494.00	359,880.01	46.64%
372-360 Sewer S.JSPSSD SEWER	54,993.98	27,186.88	25,000.00	(2,186.88)	108.75%
372-370 SEWER CONNECTION	1,394.00	1,360.00	5,000.00	3,640.00	27.20%
Total Operating income	3,086,978.51	1,728,148.61	3,019,494.00	1,291,345.39	57.23%
Operating expense					
Sewer WRF					
600-509 Sewer GENERAL FUND O/H	430,000.00	0.00	442,900.00	442,900.00	0.00%
600-510 Sewer WRF SALARIES	359,638.41	188,581.81	363,669.00	175,087.19	51.86%
600-512 Sewer FUTURE LIABILITY	0.00	0.00	16,407.00	16,407.00	0.00%
600-513 Sewer WRF BENEFITS	223,488.81	105,092.78	206,037.00	100,944.22	51.01%
600-515 Sewer WRF OVERTIME	6,410.70	2,498.28	12,000.00	9,501.72	20.82%
600-521 Sewer WRF SUBSCRIPTIONS	738.71	0.00	1,500.00	1,500.00	0.00%
600-523 Sewer WRF TRAVEL	1,457.26	590.63	3,000.00	2,409.37	19.69%
600-524 Sewer WRF OFFICE EXPENSE	711.41	858.47	1,200.00	341.53	71.54%
600-525 Sewer WRF EQUIPMENT SUPPLIES/MAINT	124,227.00	64,704.12	120,000.00	55,295.88	53.92%
600-526 Sewer WRF BUILDING SUPPLIES/MAINT	2,577.57	24,758.51	2,500.00	(22,258.51)	990.34%
600-527 Sewer WRF UTILITIES	179,171.90	124,095.46	250,000.00	125,904.54	49.64%
600-528 Sewer WRF TELEPHONE	5,707.11	3,365.48	6,200.00	2,834.52	54.28%
600-529 Sewer WRF RENT	0.00	175.50	1,000.00	824.50	17.55%
600-530 Sewer WRF FUEL	3,560.49	405.65	5,500.00	5,094.35	7.38%
600-531 Sewer WRF PROFESSIONAL & TECHNICAL	264,183.90	88,503.71	240,000.00	151,496.29	36.88%
600-533 Sewer WRF EDUCATION	1,069.98	429.99	10,000.00	9,570.01	4.30%
600-535 Sewer WRF SHIPPING/FREIGHT	16,150.55	9,620.31	20,000.00	10,379.69	48.10%
600-546 Sewer WRF SPECIAL DEPARTMENTAL	94,080.36	36,029.55	95,000.00	58,970.45	37.93%
Total Sewer WRF	1,713,174.16	649,710.25	1,796,913.00	1,147,202.75	36.16%
Sewer Collection					
610-510 Sewer Collecitons SALARIES	173,355.62	86,644.92	168,748.00	82,103.08	51.35%
610-512 Sewer Collecitons FUTURE LIABILITY	0.00	0.00	7,576.00	7,576.00	0.00%
610-513 Sewer Collections BENEFITS	77,768.94	39,206.26	95,932.00	56,725.74	40.87%
610-515 Sewer Collections OVERTIME	1,705.46	405.06	12,000.00	11,594.94	3.38%
610-521 Sewer Collections SUBSCRIPTIONS	868.73	0.00	0.00	0.00	0.00%
610-523 Sewer Collections TRAVEL	1,765.31	136.00	4,500.00	4,364.00	3.02%
610-524 Sewer Collections OFFICE SUPPLIES	215.83	447.47	0.00	(447.47)	0.00%
610-525 Sewer Collections EQUIP SUPPLIES/MAINT	23,911.72	15,396.72	25,000.00	9,603.28	61.59%
610-526 Sewer BLDG/GRDS SUPPLIES/MAINT	63.81	0.00	400.00	400.00	0.00%
610-527 Sewer Collections UTILITIES	3,893.33	1,067.24	5,500.00	4,432.76	19.40%
610-528 Sewer Collections TELEPHONE	1,909.78	728.36	2,200.00	1,471.64	33.11%
610-529 Sewer Collections RENTALS	0.00	0.00	6,000.00	6,000.00	0.00%
610-530 Sewer Collections FUEL	5,501.56	2,706.66	10,000.00	7,293.34	27.07%
610-531 Sewer Collections PROFESSIONAL & TECH	5,081.32	17,204.96	65,000.00	47,795.04	26.47%
610-533 Sewer Collections EDUCATION	735.00	0.00	15,000.00	15,000.00	0.00%
610-535 Sewer Collections OTHER	438.77	1,133.27	0.00	(1,133.27)	0.00%
610-546 Sewer Collections SPEC DEPT SUP	16,421.96	4,281.84	24,000.00	19,718.16	17.84%
610-547 Sewer Collection VEHICLE LEASE PAYMENT	0.00	0.00	45,000.00	45,000.00	0.00%
Total Sewer Collection	313,637.14	169,358.76	486,856.00	317,497.24	34.79%
Depreciation expense					
410-800 Depn expense Sewer	27,259.04	0.00	0.00	0.00	0.00%
600-669 Sewer DEPRECIATION	711,100.08	399,388.44	450,000.00	50,611.56	88.75%
Total Depreciation expense	738,359.12	399,388.44	450,000.00	50,611.56	88.75%
Total Operating expense	2,765,170.42	1,218,457.45	2,733,769.00	1,515,311.55	44.57%
Total Income From Operations:	321,808.09	509,691.16	285,725.00	(223,966.16)	178.39%
Non-Operating Items:					
Non-operating income					
361-300 Sewer INTEREST INCOME	18,980.36	8,819.16	20,000.00	11,180.84	44.10%

MOAB CITY CORPORATION
Standard Financial Report
52 Sewer Fund - 10/01/2025 to 12/31/2025
50.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
361-305 SJPSSD SEWER IMPACT FEES	15,404.04	12,194.87	70,000.00	57,805.13	17.42%
361-309 GWSSA SEWER IMPACT FEES	138,806.48	86,570.63	150,000.00	63,429.37	57.71%
361-310 SEWER IMPACT FEE INTEREST	41,531.51	12,345.34	25,000.00	12,654.66	49.38%
361-311 SEWER IMPACT FEES	60,359.94	12,596.80	50,000.00	37,403.20	25.19%
361-313 SEWER IMPACT FEE FINANCE INTER	2,125.74	816.20	2,000.00	1,183.80	40.81%
361-315 SVWSID CAPITAL ANNUAL CONTRIBU	102,207.00	102,207.00	102,207.00	0.00	100.00%
Total Non-operating income	379,415.07	235,550.00	419,207.00	183,657.00	56.19%
Non-operating expense					
600-682 Sewer INTEREST ON SEWER BONDS	386,592.72	139,753.98	440,000.00	300,246.02	31.76%
600-693 Sewer Bad Debt Expense	0.00	0.00	0.00	0.00	0.00%
610-581 Sewer TRANSFER OUT TO DEBT SERVICE FU	12,392.00	0.00	13,000.00	13,000.00	0.00%
Total Non-operating expense	398,984.72	139,753.98	453,000.00	313,246.02	30.85%
Total Non-Operating Items:	(19,569.65)	95,796.02	(33,793.00)	(129,589.02)	-283.48%
Total Income or Expense	302,238.44	605,487.18	251,932.00	(353,555.18)	240.34%

FOR REVIEW ONLY

MOAB CITY CORPORATION
Standard Financial Report
53 Stormwater Fund - 10/01/2025 to 12/31/2025
50.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Income or Expense					
Income From Operations:					
Operating income					
364-350 STORM WATER DRAINAGE FEE	688,637.22	348,391.56	703,398.00	355,006.44	49.53%
Total Operating income	688,637.22	348,391.56	703,398.00	355,006.44	49.53%
Operating expense					
Operating					
400-509 Storm wtr GENERAL FUND O/H	90,000.00	0.00	92,700.00	92,700.00	0.00%
400-510 Storm wtr SALARIES & WAGES	0.00	0.00	0.00	0.00	0.00%
400-513 Storm wtr EMPLOYEE BENEFITS	0.00	0.00	0.00	0.00	0.00%
400-530 Storm wtr FUEL	0.00	0.00	5,000.00	5,000.00	0.00%
400-531 Storm wtr PROFESSIONAL & TECH.	10,628.54	21,078.31	50,000.00	28,921.69	42.16%
400-546 Storm wtr SPECIAL DEPARTMENTAL	0.00	0.00	50,000.00	50,000.00	0.00%
400-695 Bad Debt Expense	0.00	0.00	0.00	0.00	0.00%
Total Operating	100,628.54	21,078.31	197,700.00	176,621.69	10.66%
Depreciation expense					
400-669 Storm wtr DEPRECIATION	368,304.46	137,177.73	375,000.00	237,822.27	36.58%
Total Depreciation expense	368,304.46	137,177.73	375,000.00	237,822.27	36.58%
Total Operating expense	468,933.00	158,256.04	572,700.00	414,443.96	27.63%
Total Income From Operations:	219,704.22	190,135.52	130,698.00	(59,437.52)	145.48%
Non-Operating Items:					
Non-operating income					
361-300 INTEREST INCOME	73,808.50	34,294.85	75,000.00	40,705.15	45.73%
361-311 STORMWATER IMPACT FEES	20,953.55	45,264.90	50,000.00	4,735.10	90.53%
391-310 TRANSFER FROM GENERAL FUND	0.00	0.00	50,000.00	50,000.00	0.00%
391-341 TRANSFER FROM CP FUND	0.00	0.00	0.00	0.00	0.00%
Total Non-operating income	94,762.05	79,559.75	175,000.00	95,440.25	45.46%
Non-operating expense					
400-581 Storm wtr TRANSFER TO DEBT SERVICE FUN	53,157.00	0.00	53,157.00	53,157.00	0.00%
400-583 Storm wtr TRANSFER TO VEHICLE FUND	0.00	0.00	50,000.00	50,000.00	0.00%
Total Non-operating expense	53,157.00	0.00	103,157.00	103,157.00	0.00%
Total Non-Operating Items:	41,605.05	79,559.75	71,843.00	(7,716.75)	110.74%
Total Income or Expense	261,309.27	269,695.27	202,541.00	(67,154.27)	133.16%

MOAB CITY CORPORATION
Standard Financial Report
55 Parking and Transit Fund - 10/01/2025 to 12/31/2025
50.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Change In Net Position					
Revenue:					
Intergovernmental revenue					
362-310 UDOT Hotspot Contribution	535,476.19	0.00	300,000.00	300,000.00	0.00%
362-320 Grand County Contribution	100,000.00	50,000.00	100,000.00	50,000.00	50.00%
362-330 Federal Transit Authority Cont	0.00	0.00	340,930.00	340,930.00	0.00%
Total Intergovernmental revenue	635,476.19	50,000.00	740,930.00	690,930.00	6.75%
Transfers in					
332-310 CONTRIBUTION FROM GENERAL FUND	270,000.00	0.00	0.00	0.00	0.00%
Total Transfers in	270,000.00	0.00	0.00	0.00	0.00%
Total Revenue:	905,476.19	50,000.00	740,930.00	690,930.00	6.75%
Expenditures:					
Miscellaneous					
400-509 Transit GENERAL FUND O/H	0.00	0.00	51,500.00	51,500.00	0.00%
400-510 Transit SALARIES & WAGES	0.00	0.00	0.00	0.00	0.00%
400-513 Transit EMPLOYEE BENEFITS	0.00	0.00	0.00	0.00	0.00%
400-515 Transit OVERTIME	0.00	0.00	0.00	0.00	0.00%
400-531 Transit Professional & Tech	0.00	0.00	1,000.00	1,000.00	0.00%
400-532 Transit Operator Contract	713,729.51	274,806.35	660,000.00	385,193.65	41.64%
400-534 Marketing and Branding	0.00	0.00	2,000.00	2,000.00	0.00%
400-675 Transit Special Projects	0.00	0.00	10,000.00	10,000.00	0.00%
Total Miscellaneous	713,729.51	274,806.35	724,500.00	449,693.65	37.93%
Total Expenditures:	713,729.51	274,806.35	724,500.00	449,693.65	37.93%
Total Change In Net Position	191,746.68	(224,806.35)	16,430.00	241,236.35	-1,368.27%

FOR REVIEW ONLY

MOAB CITY CORPORATION
Standard Financial Report
60 Vehicle Fund - 10/01/2025 to 12/31/2025
50.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Change In Net Position					
Revenue:					
Miscellaneous revenue					
392-331 PROCEEDS FROM VEHICLE SURPLUS SALE	0.00	36,000.00	92,000.00	56,000.00	39.13%
Total Miscellaneous revenue	0.00	36,000.00	92,000.00	56,000.00	39.13%
Transfers in					
392-325 TRANSFER FROM CIP	0.00	0.00	450,000.00	450,000.00	0.00%
392-326 TRANSFER FROM GENERAL FUND	0.00	0.00	25,000.00	25,000.00	0.00%
Total Transfers in	0.00	0.00	475,000.00	475,000.00	0.00%
Total Revenue:	0.00	36,000.00	567,000.00	531,000.00	6.35%
Expenditures:					
General Government					
Administrative Services Department					
Administration					
414-569 ADMIN LEASE PAYMENT	0.00	0.00	8,500.00	8,500.00	0.00%
Total Administration	0.00	0.00	8,500.00	8,500.00	0.00%
General					
414-570 GENERAL CITY VEHICLES	0.00	2,203.83	50,000.00	47,796.17	4.41%
Total General	0.00	2,203.83	50,000.00	47,796.17	4.41%
Total Administrative Services Department	0.00	2,203.83	58,500.00	56,296.17	3.77%
Community Development Department					
CDD Admin					
446-569 CDD ADMIN LEASE PAYMENT	0.00	0.00	8,500.00	8,500.00	0.00%
Total CDD Admin	0.00	0.00	8,500.00	8,500.00	0.00%
Inspection					
424-569 BUILDING LEASE PAYMENT	0.00	0.00	17,000.00	17,000.00	0.00%
Total Inspection	0.00	0.00	17,000.00	17,000.00	0.00%
Engineering					
419-569 ENGINEERING LEASE PAYMENT	0.00	0.00	17,000.00	17,000.00	0.00%
Total Engineering	0.00	0.00	17,000.00	17,000.00	0.00%
Total Community Development Department	0.00	0.00	42,500.00	42,500.00	0.00%
Total General Government	0.00	2,203.83	101,000.00	98,796.17	2.18%
Public safety					
Police					
421-569 POLICE LEASE PAYMENT	0.00	53,719.26	175,000.00	121,280.74	30.70%
421-570 POLICE EQUIPMENT PURCHASE	0.00	12,386.59	10,000.00	(2,386.59)	123.87%
421-571 POLICE UPFITTING PURCHASE	0.00	55,679.89	95,000.00	39,320.11	58.61%
Total Police	0.00	121,785.74	280,000.00	158,214.26	43.49%
Total Public safety	0.00	121,785.74	280,000.00	158,214.26	43.49%
Parks and public property					
Parks O&M					
451-570 PARKS EQUIPMENT PURCHASE	0.00	26,755.53	31,500.00	4,744.47	84.94%
Total Parks O&M	0.00	26,755.53	31,500.00	4,744.47	84.94%
Total Parks and public property	0.00	26,755.53	31,500.00	4,744.47	84.94%
Parks & Recreation					
Recreation Admin					
640-569 PRT LEASE PAYMENT	0.00	0.00	8,500.00	8,500.00	0.00%
640-570 PRT EQUIPMENT PURCHASE	0.00	30,737.00	35,000.00	4,263.00	87.82%
Total Recreation Admin	0.00	30,737.00	43,500.00	12,763.00	70.66%
Total Parks & Recreation	0.00	30,737.00	43,500.00	12,763.00	70.66%
Total Expenditures:	0.00	181,482.10	456,000.00	274,517.90	39.80%
Total Change In Net Position	0.00	(145,482.10)	111,000.00	256,482.10	-131.06%

MOAB CITY COUNCIL MINUTES--DRAFT
REGULAR MEETING
January 27, 2026

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=oZhQNUt_ozg. Mayor Joette Langianese called the meeting to order at 6:00 p.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, 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, Attorney Lisa Watts Baskin and 18 members of the public. Councilmember Loftin led the Pledge of Allegiance.

Amendment to the Agenda: Councilmember Topper moved to remove Item 5.7 from the agenda. Councilmember Myers seconded the motion. The motion passed unanimously.

Public Comments: None.

Consent Agenda—Approved

Councilmember Knuteson-Boyd moved to approve the consent agenda, as follows: appointment of citizens to the Planning Commission, being Carolyn Conant with reappointment for a term expiring 12/31/2030 and Steve McClure, appointment to complete a vacant position for a term expiring 12/31/2028; ratification of a letter of support for the Utah Raptor State Park Dark Sky application; ratification of City Council board and committee assignments; approval of minutes for the December 9, 2025, Special and Regular Meetings, the January 8, 2026, Special Meeting and the January 9, 2026, Special Meeting; and approval of bills against the City of Moab in the Amount of \$3,840,734.77. Councilmember Taylor seconded the motion. Committee assignments were discussed. Councilmember Myers asked about the applicants for Planning Commission and Mr. McClure introduced himself to Council. The motion passed 5-0 with Councilmembers Taylor, Knuteson-Boyd, Topper, Myers and Loftin voting aye.

General Business:

Public Hearing: Spanish Valley Culinary Storage Water Tank CIB application

Mayor Langianese opened a public hearing at 6:07 p.m. regarding the 2026 Permanent Community Impact Fund Board (CIB) Spanish Valley Culinary Storage Water Tank application.

Presentation: Community Development Director Shurtleff and Engineer Jolissaint presented information about and a timeline for the City's water tank project and the Major Utility Overlay. Details of the proposed tank location and design, including plans to bury the tank, were discussed. Elevation drawings showing the tank with ten feet above ground and berming to conceal the structure for visual impact considerations were shared with Council. It was explained the public hearing was pertaining to the 2026 Permanent Community Impact Fund Board (CIB) Spanish Valley Culinary Storage Water Tank application.

Discussion: Councilmember Myers asked if the Grand Water and Sewer Services Agency (GWSSA) and Grand County would write letters of support for the CIB grant application. Councilmember Taylor commented on upkeep of the property. Future potential uses for the site in addition to the water tank were discussed, including site security considerations, installation of another tank in the future, open space, and parklands. There were no public comments, and Mayor Langianese closed the public hearing at 6:29 p.m.

Public Hearing: Annexation of the Bisco Property at 486 Riversands Road

Mayor Langianese opened a public hearing regarding annexation of 486 Riversands Road at 6:30 p.m.

Presentation: Community Development Director Shurtleff and Associate Planner Blanco presented proposed **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. It was noted that the Planning Commission made a positive recommendation for the annexation. Blanco reviewed the timeline of the pre-annexation, the annexation petition, and the proposed annexation. It was explained there were no viable objections, and the pre-annexation agreement included 100 percent active employment households to address compliance with density regulations and an existing non-conforming commercial laundry.

Discussion: Council members expressed concern about the density, which is controversial to neighbors. Shurtleff explained that the R-3 zoning allowed 20 units. He said even if the zoning was R-2, it would allow 16 units. Discussion ensued regarding the possibility of further approval by Council regarding the development agreement and the number of units. Shurtleff explained that the owner preferred to build tiny homes, but the layout could become more dense. Mayor Langianese brought up the number of employee housing units in the community that are proposed versus units actually constructed. Councilmember Taylor brought up the community outcry regarding the proposed density. Shurtleff pointed out nearby densities and said there was more need for employee housing than for high-end single-family homes. Mayor Langianese said the state mandates what qualifies as a legitimate protest to annexation.

Public Comments:

Steve Hazlett stated he has no objection to the housing need or the annexation. He said the proposed project has too much density with 20 units on a ¾-acre site. He said he wants to know if three or four units on the site is acceptable. He noted there are currently 12 residents on the road, and this will add 20 more, where children are often on the road. He brought up quality of life and safer roads. He said the property was serviced by a septic tank now and a sewer line is needed.

Dave Condie said he has seen the Riversands area grow over 40 years and he has concerns about the proposed density. He said there is a covered ditch on the property not shown on the drawings. He said he gave 19 feet of his property for the road and said any new footage for road improvements would need to come from the subject property. He said there is currently no sewer and water pressure is low. He said it would be expensive to bring Riversands up to code. He mentioned a promise that the property would revert to agricultural use. He said he personally does not want to annex into the City.

Sue Shrewsbury stated the property has major drainage problems and there has been flooding on the property.

There were no further public comments, and Mayor Langianese closed the public hearing at 7:01 p.m.

Annexation of the Bisco Properties, LLC property at 486 Riversands Road—Approved

Motion and Discussion: Councilmember Myers moved to approve **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. Councilmember Knuteson-Boyd seconded the motion.

Councilmember Myers stated that she supported the pre-annexation agreement and acknowledged there were changes in community sentiment since the pre-annexation agreement was approved. She noted that large apartment projects are in the pipeline with varying degrees of completion. She said she supports small developments such as the proposed project. She said she also supports infrastructure improvements. She added scaling back on the proposed density would make it less likely that affordable units would be constructed, and that density equates to employee housing, which is desirable. She said there would be more traffic yet supports employee housing over high-end housing. She said she appreciates the close-in location that will reduce commute time to downtown jobs. Councilmember Knuteson-Boyd stated she supports the annexation because of the history of housing for service industry workers and guides. She described a situation in her nearby neighborhood with several employees living in a single-family home. She said she supports employee housing for 20 residents and noted the many apartments coming online will not solve the housing problem. Councilmember Taylor stated he was familiar with the subject property and noted issues with culverts and drainage. He said he voted against

the pre-annexation agreement because of the condition of the road. He brought up the R-3 zoning at the end of the street and nearby R-2 properties. He said the road is in horrible condition and that he will not support future annexations. He added that precedent has been set and higher density zoning is occurring. Councilmember Topper stated he would be voting against the motion. He said that in September 2024, there was a desperate need for housing and that was a higher priority than infrastructure and neighborhood conditions. He said that now, there are hundreds of apartment units coming online. He acknowledged that he is not a housing expert but noted there are affordable housing options currently vacant. He added that voting against housing is difficult but was concerned that if the Bisco project failed, the prospect of an allowed 40-foot-tall apartment building is troubling. He said that future pre-annexation agreements should consider apartments and vacancy rates. He concluded by stating that apartments are great, yet the housing crisis is nuanced. Councilmember Loftin stated he understands the concerns citizens have with the proposed density and potential changes to the neighborhood, and added it boils down to encouraging affordable housing in the City, rather than farther out of town. He acknowledged the change in community sentiment with the apartment projects coming online. He said there would now be options and said it is a good project. City Manager Black addressed the citizen complaints about the lack of public notice and reiterated the current motion involved a land use decision about annexation.

Vote: The motion passed 4-1 with Councilmembers Taylor, Knuteson-Boyd, Myers and Loftin voting aye and Councilmember Topper voting nay.

Public Hearing: Amending the Fiscal Year 2025-2026 Budget

Mayor Langianese opened a public hearing at 7:21 p.m. regarding amendments to the fiscal year budget.

Presentation and Discussion: City Manager Black described **Resolution 01-2026:** a resolution amending the fiscal year 2025-2026 budget. He detailed revenues that were greater or less than expected, grant funding, insurance claim proceeds, organizing revenues and expenditures differently than originally budgeted, and a \$43,000 net increase in expenditures. He said the audit had been completed and that it was clean, meaning there were no problems. He said the auditor suggested establishing depreciation measures. Mayor Langianese pointed out that the reported increase in Transient Room Tax (TRT) revenues did not match sales tax revenues for the same period, and said it was speculated that it was due to business payments on past due accounts or some other cause. Councilmember Myers asked about an increase in the employee benefits line item, and it was explained that the cost of insurance went up by about \$700 per full-time employee. Myers also asked about shifts in parks line items, sustainability, Community Contributions and police salaries. She brought up spending on social services and utility assistance. Black stated some of the changes reflected redundant expense line items. There were no public comments, and Mayor Langianese closed the public hearing at 7:39 p.m.

Amending the Fiscal Year 2025-2026 Budget—Approved

Motion and Vote: Councilmember Taylor moved to approve **Resolution 01-2026:** a resolution amending the fiscal year 2025-2026 budget. Councilmember Topper seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knuteson-Boyd, Topper, Myers and Loftin voting aye.

Adoption of the Community Wildfire Preparedness Plan—Approved

Presentation and Discussion: Strategic Initiatives and Sustainability Director Lamm and Kate Finley, Grand County Emergency Management Director, presented the draft 2026 update to the existing 2020 community wildfire preparedness plan. They outlined the purpose of the five-year plan, community partners, and House Bill (HB) 48, which changes the requirements and presents a map of risk areas that will be considered at a future meeting. Councilmember Taylor asked if the plan gives stakeholders authority over private landowners who may be unwilling to participate in the wildfire mitigation efforts. It was explained that HB 48 is enforceable. Mayor Langianese pointed out a proposed new measure, HB 215, which conflicts with the enforcement measures. City Manager Black pointed out that the City is required to participate to benefit from state firefighting services. Councilmember Topper brought up implications for grant funding.

Motion and Vote: Councilmember Topper moved to approve **Resolution 02-2026:** a resolution to

adopt the Community Wildfire Preparedness Plan. Councilmember Loftin seconded the motion. The motion passed unanimously.

Funding for Essential Air Service Planning and Analysis—Removed from Agenda

Center Street Ballpark Redesign Project Contract Award—Tabled

Motion and Vote: Councilmember Loftin moved to table until February a contract award to Perimeter Geography in the amount of \$149,940.00 for the redesign of the Center Street Ballpark Project. Councilmember Taylor seconded the motion. The motion passed unanimously.

SCADA System Project Contract Award—Approved

Presentation and Discussion: Assistant Engineer Charles and Utility Director Tejada introduced consideration of a contract award to SKM Engineering, Inc. in the amount of \$434,025.00 for the design and installation of the Water and Sewer Facility Supervisory Control and Data Acquisition (SCADA) System project. Charles explained the need for updated equipment and the timeframe for the request for proposals (RFP). She outlined the evaluation criteria for the bids. Charles and Tejada answered questions from Council regarding the different approaches bidders proposed for the RFP, additional costs for future software upgrades and the inclusion of engineering fees.

Motion and Vote: Councilmember Myers moved to approve a contract award to SKM Engineering, Inc. in the amount of \$434,025.00 for the design and installation of the Water and Sewer Facility Supervisory Control and Data Acquisition (SCADA) System project. Councilmember Knuteson-Boyd seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knuteson-Boyd, Topper, Myers and Loftin voting aye.

Amasa Holdings development agreement for 57 West Kane Creek Boulevard—Approved

Councilmember Loftin recused himself from the discussion and vote because of a potential conflict of interest.

Presentation and Discussion: Associate Planner Blanco and Community Development Director Shurtleff presented a development agreement for 57 West Kane Creek Boulevard between Amasa Holdings LLC and the City of Moab, Utah. Mayor Langianese noted the proposal received a positive recommendation from the Planning Commission and included some parking and setback allowances in exchange for affordable housing. Blanco described the zoning and scope of the project, including the City's concessions reducing the 15-foot setback by five feet, reducing the parking calculation per unit in Phase 3 to one space regardless of the number of bedrooms in each unit, waiver of the Active Employment Household (AEH) requirement due to more stringent Low-Income Housing Tax Credit (LIHTC) requirements, and a custom process for plan and plat approvals. Blanco explained the benefit the City would receive with 88 units for low-income tenants and up to 12 condominiums in Phase 3. She said a development agreement would be required for each phase. Blanco went over the particulars of each concession and described the conceptual plat. She described the open space areas. Councilmember Topper asked about the condominiums in Phase 3. Councilmember Taylor asked about the parking concession and City Manager Black spoke to the issue of parking and encouraging active transportation. Mayor Langianese mentioned that the legislature might address the parking issue. Shurtleff explained that there is hope that parking for all phases will be coordinated. Mayor Langianese brought up the electric vehicle (EV) infrastructure requirement, which was passed after the development was vested. The developer's representatives, Amanda Dillon and Claudia Loayza, spoke about the background of the proposed project. Dillon stated the existing 36 units would be refurbished and added there would be a clubhouse and new playground constructed. She addressed concerns about parking. Loayza described outreach efforts to the community for the planning of the project, and she noted community partners at Seekhaven and the Moab Valley Multicultural Center.

Motion and Discussion: Councilmember Knuteson-Boyd moved to a approve development agreement for 57 West Kane Creek Boulevard between Amasa Holdings LLC and the City of Moab, Utah. Councilmember Topper seconded the motion. Councilmember Knuteson-Boyd stated her support for the project. Councilmember Topper mentioned his appreciation for the safety improvements to Kane Creek

Boulevard. He brought up pressure on the City to complete the ongoing construction of the pedestrian bridge to link the neighborhood to downtown. Councilmember Taylor stated he supports the project and expressed concern about the parking exception.

Vote: The motion passed 3-0 with Councilmembers Taylor, Knuteson-Boyd and Topper voting aye and Councilmember Myers abstaining and Councilmember Loftin recusing.

City Manager Updates: City Manager Black updated Council on projects including Mill Creek bank stabilization and flood mitigation. Engineer Jolissaint stated there would be extensions beyond the February date. Black described brush mitigation at Anonymous Park, sidewalk reconstruction, tree conservation, nuisance abatement on Mountain View, new waste and recycling bins, streetlamp retrofits, Spring recreation registration, Art Walk, Recreation, the Arts and Parks (RAP) grant application opportunity, and holiday tree recycling.

Mayor and Council Reports:

Mayor Langianese opened with a statement about her concern regarding the tragic events in Minnesota that resulted in the deaths of Renee Good and Alex Pretti. She reflected on members of the community who are afraid and mentioned the promise by Senator Curtis to thoroughly investigate the events to make sure that trust for our government and justice is allowed to take its proper course. She made it clear that, last year, the Moab Police Chief stated that the department's primary mission is to ensure the safety and welfare of all residents regardless of their immigration status, and that trust and cooperation between law enforcement and the community are essential in keeping everybody safe. She said that, in our community, our residents and visitors will be afforded their full constitutionally protected rights against unreasonable search and seizures without properly executed search warrants. Mayor Langianese said she has full confidence in our local law enforcement leaders and their commitment to protect and serve the community fairly, safely, and without bias. She added that Moab City also strongly respects the first amendment rights of our residents to gather and protest peacefully. She said she expects those expressions to continue in a positive, lawful and nonviolent manner and with the support of our law enforcement who are dedicated to ensure the public safety for everybody. She said this is a difficult time for many Americans, and our hearts are with the families and communities harmed by these recent events, and as a community, we encourage calm, constructive dialogue and collective efforts that promote safety, justice, and mutual respect. She concluded by saying that, in Moab, we believe in caring for each other, respecting our differences, and moving forward together with compassion and resolve: we are a vibrant, close-knit community, and we will continue to strengthen our bonds through unity and being united.

Councilmember Taylor reported on meetings including with Congressman Kennedy's staff, the new Council swearing in ceremony, and the airport board. He spoke about the Essential Air Service contract and an advertising campaign about flying into Moab. He stated he attended the Council strategic planning retreat, travel council meetings, a session in advance of the Moab Business summit, and a dinner with Assistant Secretary Kevin Lilly from the Department of the Interior. He mentioned meetings with City Manager Black and with the Emergency Medical Services board.

Councilmember Knuteson-Boyd reported she attended the Council dinner, the Council retreat, and a meeting of the healthcare special service district.

Councilmember Topper stated that he attended a solid waste meeting, a meeting about wayfinding for the active transportation plan, the swearing in of the new and re-elected councilmembers and Mayor, the Council retreat, and a meeting of the RAP committee. He reiterated that the RAP grant process is now accepting applications. He stated he attended meetings regarding essential air service and the tailings pile removal.

Councilmember Loftin reported he attended the swearing in ceremony, the Council retreat, and observed the Planning Commission meeting. He said he attended the reception for Mr. Lilly and said he spoke with some of the protesters at that event. He mentioned he spoke with State Senator Nate Blouin and concluded by stating that he looked forward to his new assignments.

Councilmember Myers said she attended a meeting of the Utah Renewable Energy Communities, and that Councilmember Loftin would take on that committee assignment going forward. She said she

attended the Council retreat and became the chair of the local homeless council and noted there is a local homelessness count occurring. She reported that she attended the business summit and a Seekhaven fundraiser. She said she would be attending the legislative session for housing day and noted the many bills in process. She stated she met with the County Treasurer to discuss an upcoming bill and noted property tax will be discussed, as well as voter rights. She said she would be attending the Colorado Association of Ski Towns meeting with Councilmember Loftin.

Mayor Langianese stated she met with City Manager Black and others to discuss regional transit services, and said she attended meetings of the healthcare special services district and visited preschools for Santa Claus gift giving over the holidays. She mentioned that she attended the Council retreat and met with the City’s lobbyists. She said she attended the tailings pile meeting and noted there would likely be another federal government shutdown at the end of the week. She mentioned the legislative session and stated there were already more than 600 bills that have been introduced. She highlighted discussions about property taxes that the City would be following. She said there is a bill mentioned earlier about restricting vegetation removal and brought up a bill about the Government Records Access Management Act (GRAMA) which provides for government records management and transparency and HB 184, which removes all local control from planning and zoning matters.

Adjournment:

Councilmember Knuteson-Boyd moved to adjourn the meeting. Councilmember Loftin seconded the motion. The motion passed unanimously. The Mayor adjourned the meeting at 8:56 p.m.

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

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 01/22/2026 to 01/28/2026

<u>Payee Name</u>	<u>Reference Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Void Date</u>	<u>Void Amount</u>	<u>Source</u>
A & E ELECTRIC INC	279417	01/28/2026	\$209.41			Purchasing
AMAZON CAPITAL SERVICES	279418	01/28/2026	\$9,320.21			Purchasing
CANYONLANDS AUTO & MINING SUP	279419	01/28/2026	\$477.99			Purchasing
CANYONLANDS COPY CENTER	279420	01/28/2026	\$75.00			Purchasing
CHEMTECH-FORD LLC	279421	01/28/2026	\$1,414.00			Purchasing
CIVIL SCIENCE INFRASTRUCTURE IN	279422	01/28/2026	\$73,789.00			Purchasing
CUSTOMER REFUNDS	279423	01/28/2026	\$90.00			Purchasing
DESERT WEST OFFICE SUPPLY	279424	01/28/2026	\$107.44			Purchasing
ECO LOGIC	279425	01/28/2026	\$1,769.04			Purchasing
ENBRIDGE GAS	279426	01/28/2026	\$17,876.88			Purchasing
GRAND TIRE PROS	279427	01/28/2026	\$851.99			Purchasing
LES OLSON COMPANY	279428	01/28/2026	\$450.63			Purchasing
Loffin, Miles	279415	01/27/2026	\$204.00			Purchasing
LOS AVILES LLC	279429	01/28/2026	\$21,970.00			Purchasing
MCKINSTRY ESSENTION, LLC	279430	01/28/2026	\$37,750.00			Purchasing
MOAB MAILING CENTER	279431	01/28/2026	\$20.98			Purchasing
Myers, Kaitlin	279416	01/27/2026	\$204.00			Purchasing
O'REILLY AUTO PARTS	279432	01/28/2026	\$3.99			Purchasing
PACKARD WHOLESALE	279433	01/28/2026	\$1,952.10			Purchasing
PITNEY BOWES INC - PURCHASE PO	279434	01/28/2026	\$500.00			Purchasing
RICK'S GLASS	279435	01/28/2026	\$220.00			Purchasing
RIVERSIDE PLUMBING & HEATING	279436	01/28/2026	\$163.35			Purchasing
SIRCHIE FINGER PRINT LABS	279437	01/28/2026	\$166.22			Purchasing
STANDARD PLUMBING SUPPLY CO.	279438	01/28/2026	\$71.62			Purchasing
THE BANCORP BANK	279439	01/28/2026	\$27,685.26			Purchasing
TURNER LUMBER OF MOAB	279440	01/28/2026	\$186.44			Purchasing
U.S. POSTMASTER	279441	01/28/2026	\$479.88			Purchasing
ULINE	279442	01/28/2026	\$136.65			Purchasing
USABLUEBOOK	279443	01/28/2026	\$332.42			Purchasing
WALKER DRUG	279444	01/28/2026	\$40.17			Purchasing
WALKER'S TRUE VALUE HARDWARE	279445	01/28/2026	\$1,260.31			Purchasing
WEST COAST CODE CONSULTANTS (279446	01/28/2026	\$29,997.60			Purchasing
WESTERN IMPLEMENT CO INC	279447	01/28/2026	\$342.44			Purchasing
			\$230,119.02		\$0.00	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 01/29/2026 to 02/04/2026

<u>Payee Name</u>	<u>Reference Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Void Date</u>	<u>Void Amount</u>	<u>Source</u>
AARON P. WISE ATTORNEY AT LAW	279448	02/04/2026	\$3,000.00			Purchasing
AMAZON CAPITAL SERVICES	279449	02/04/2026	\$1,809.00			Purchasing
CANYONLANDS AUTO & MINING SUP	279450	02/04/2026	\$14.48			Purchasing
CHARLES, DIDAR	279451	02/04/2026	\$177.24			Purchasing
CHEMTECH-FORD LLC	279452	02/04/2026	\$183.00			Purchasing
CITY OF MOAB	279453	02/04/2026	\$5,484.14			Purchasing
CIVICPLUS	279454	02/04/2026	\$14,538.83			Purchasing
COWDELL LAW	279455	02/04/2026	\$3,000.00			Purchasing
DESERT WEST OFFICE SUPPLY	279456	02/04/2026	\$208.71			Purchasing
EMERY TELCOM	279457	02/04/2026	\$2,104.87			Purchasing
FERGUSON US HOLDINGS, INC.	279458	02/04/2026	\$257.50			Purchasing
FRONTIER	279459	02/04/2026	\$1,849.75			Purchasing
GRAND WATER & SEWER AGENCY	279460	02/04/2026	\$155.20			Purchasing
HYDROCORP, LLC	279461	02/04/2026	\$1,609.38			Purchasing
KENDIG KEAST COLLABORATIVE	279462	02/04/2026	\$468.25			Purchasing
KILGORE COMPANIES LLC	279463	02/04/2026	\$2,098.68			Purchasing
KIMBALL MIDWEST	279464	02/04/2026	\$79.30			Purchasing
KIMLEY-HORN AND ASSOCIATES INC.	279465	02/04/2026	\$5,064.75			Purchasing
LLC, ASTRO PROPERTIES	279466	02/04/2026	\$73.44			Purchasing
MIRIAM GRAHAM	279467	02/04/2026	\$170.00			Purchasing
MOAB MAILING CENTER	279468	02/04/2026	\$15.92			Purchasing
NUSO LLC	279469	02/04/2026	\$426.67			Purchasing
PACKARD WHOLESale	279470	02/04/2026	\$63.69			Purchasing
PROVELOCITY	279471	02/04/2026	\$3,173.00			Purchasing
REVCO LEASING COMPANY	279472	02/04/2026	\$3,059.37			Purchasing
RIVER CANYON WIRELESS	279473	02/04/2026	\$84.99			Purchasing
RIVERSIDE PLUMBING & HEATING	279474	02/04/2026	\$193.30			Purchasing
ROCKY MOUNTAIN POWER	279475	02/04/2026	\$267.29			Purchasing
ROCKY MOUNTAIN POWER	279476	02/04/2026	\$91,997.32			Purchasing
ROYCE'S ELECTRONICS INC.	279477	02/04/2026	\$29.99			Purchasing
SIMPSON, JANSON & ERICA	279478	02/04/2026	\$200.00			Purchasing
THE BENNETT GROUP DC	279479	02/04/2026	\$6,000.00			Purchasing
THE MOAB TIMES-INDEPENDENT	279480	02/04/2026	\$1,160.00			Purchasing
WALKER'S TRUE VALUE HARDWARE	279481	02/04/2026	\$380.53			Purchasing
WASH-IT EXPRESS	279482	02/04/2026	\$415.58			Purchasing
			\$149,814.17		\$0.00	



TITLE: Consideration of extending Ordinance 2025-12 amending the City of Moab Residential Utility Assistance Pilot Program Policy to June 30, 2026.

DISPOSITION: Discussion and possible action

PRESENTER/S: Marcy Mason

ATTACHMENT/S:

Exhibit 1 – Original Ordinance 2025-12 – City of Moab Residential Utility Assistance Pilot Program Policy with extension dates updated

Exhibit 2 - Summary of Recommended Changes - RUAP – PILOT

Exhibit 4 - RUAP Participation Summary for FY26 - RUAP – PILOT

Exhibit 5 - RUAP Approved Assistance List – FY26 - redacted

STAFF RECOMMENDATION: Extend the Ordinance 2025-12 -Residential Utility Assistance Pilot Program through June 30, 2026.

SUMMARY:

The Residential Utility Assistance Pilot Program (RUAP) was originally established under Ordinance **2024-06** to provide monthly utility credits to low-income homeowners and renters beginning January 1, 2025. The initial pilot period is scheduled to end June 30, 2025.

Ordinance 2025-12 was revised and extend the RUAP through December 31, 2025,

- Extending the program through June 30, 2026 to allow our team to continue to provide assistance to our community and allow additional time for review/update before the program is put in front of Mayor and Council to move the program from pilot to a permanent program.

The program remains funded under the **FY2025–2026** budget allocation of \$75,000. If the extension is adopted, updated communications and outreach will continue to the community.

RECOMMENDED MOTION:

I move to adopt to extended Ordinance 2025-12, an ordinance amending the City of Moab Residential Utility Assistance Pilot Program Policy to June 30, 2026.

RESPONSIBLE DEPARTMENT:

Treasurer Department

FINANCIAL IMPACT: No additional budget appropriation is required. The RUAP will continues to operate within the \$75,000 allocated in the FY2025–2026 budget.

CITY OF MOAB ORDINANCE 2025-12

AN ORDINANCE ADOPTING TO EXTEND THE CITY OF MOAB RESIDENTIAL UTILITY ASSISTANCE PILOT PROGRAM

WHEREAS, the City of Moab (“**Moab**”) is city and political subdivision of the State of Utah pursuant to Utah Code §§ 10-2-301 and 10-1-201.5; and

WHEREAS, the Moab City Council (“**Council**”) recognizes the need to establish a residential utility subsidy assistance program (“**Program**”) for qualified families who are responsible for paying utility bills, which the City Treasurer or their designee shall manage; and

WHEREAS, the 2025-2026 fiscal year budget for Moab appropriated \$75,000 for the Program; and

WHEREAS, the Council desires to adopt to extended the policy needed to administer the Program on a first-come, first-served basis to June 30; and

WHEREAS, the Council finds that adoption of the updated policy serves the public interest by promoting equity, affordability, and access to basic services, and that it is authorized to implement such programs pursuant to Utah Code § 10-8-84, which permits municipalities to “pass all ordinances and rules, and make all regulations...as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city.”

NOW, THEREFORE, BE IT ORDAINED BY THE MOAB CITY COUNCIL AS FOLLOWS:

1. Enactment of Moab Residential Utility Assistance Pilot Program: The following documents are approved:
 - a. The amended Pilot program policy attached to this ordinance as **Exhibit 1**
2. Administration of Pilot Program: The Treasurer and all other applicable City staff are authorized and directed to implement the Program in accordance with the Pilot Policy, including undertaking any educational outreach that may needed to inform residents of the Program and applicable filing deadlines.
3. Effective Date of Ordinance. This ordinance shall take effect as soon as it is posted pursuant to Utah Code §10-3-711, deposited, and recorded in the office of the Moab City Recorder.

PASSED AND APPROVED this ____ day of _____ 2026, by a majority of the Moab City Council.

SIGNED:

Joette Langianese, Mayor

Date

ATTEST:

Sommar Johnson, Recorder

VOTING:

Council Member Wojciechowski voting ____

Council Member Topper voting ____

Council Member Knuteson-Boyd voting ____

Council Member Myers voting ____

Council Member Taylor voting ____

(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 Utah Code §10-3-711 and 63G-30-102

Effective date of ordinance: _____

**SUMMARY OF
CITY OF MOAB
ORDINANCE NO. 2025-12**

On Feb 10, 2026, the Moab City Council enacted Ordinance No. 2025-12 to extend the Moab Residential Utility Assistance Pilot Program.

By: Joette Langianese, Mayor

Date

ATTEST:

Sommar Johnson, Recorder

VOTING:

Council Member Wojciechowski voting ____

Council Member Topper voting ____

Council Member Knuteson-Boyd voting ____

Council Member Myers voting ____

Council Member Taylor voting ____

A complete copy of Ordinance No. 2025-12 is available in the Moab City offices located at 217 E. Center Street, Moab, UT 84532.



City of Moab Residential Utility Assistance Pilot Program Policy

1) GENERAL PROVISIONS

a) Purpose

- i. To establish an efficient and streamlined process for implementing the Residential Utility Assistance Pilot (RUAP) program (“**Pilot Program**”) for low-income families who own property or rent their place of residence and are responsible for paying utility bills.

b) Scope

- i. This program is available to all low-income Homeowners and Renters who are living within Moab’s City boundaries and pay utility bills (water, sewer, stormwater) directly to the City of Moab or the Grand Water and Sewer Service Agency (“**GWSSA**”).
- ii. Renters who reside within City limits, pay rent for their residence, and meet all other eligibility criteria, including having a valid lease and verified residency, may be eligible for the Program even if the utility account is not in their name or they do not directly pay the utility bills. In these cases:
 - (1) The subsidy may be issued to the Homeowner or Property Manager with written confirmation that the full benefit will be applied toward the Renter’s housing costs.
 - (2) If such confirmation cannot be obtained, the City may issue the subsidy directly to the Renter, subject to verification and approval.

c) Duration

- i. The Program will begin on July 1, 2025 and end **June 30, 2026**.
 - (1) “**Household**” means one or more persons related or unrelated who live in the same dwelling and share meals or living accommodation, and may consist of a single family or some other grouping of people.
 - (2) “**Homeowner**” means a household who owns and occupies real property located in Moab City.
 - (3) “**Property Manager**” means a person or business such as a Homeowner, property manager, property management company, landlord, or similar, who owns and/or manages real property used for residential rental occupancy.
 - (4) “**Renter**” means a household who occupies, pays rent, or otherwise has a written agreement to reside in real property owned and/or managed by the Property Manager.

Commented [MM1]: Only update is changing this from Dec 2025 to June 2026.

2) ELIGIBILITY CRITERIA

a) Homeowner Eligibility

- i. Homeowners qualify if they meet the income thresholds for state assistance programs such as SNAP, TANF, WIC, or free/reduced lunch, or are within 80% of the Area Median Income (AMI).

b) Renter Eligibility

- i. Renters may qualify for the Utility Subsidy Program if they meet the same income thresholds as Homeowners outlined in Section 2.a.i.. To be eligible, Renters must provide the following documentation::
 - (1) Valid Lease Agreement: The applicant must submit a current and valid lease agreement that includes their name, the address of the rental unit within the City of Moab, and the

- lease term. Informal arrangements, such as subleases without documentation or living with others without a lease, are not eligible under this program.
- (2) **Proof of Utility Cost Responsibility:** Renters must provide documentation confirming they are responsible for paying utility costs. Acceptable forms include:
 - (a) A utility clause in the lease agreement.
 - (b) A separate utility addendum.
 - (c) A signed letter from the Homeowner or Property Manager indicating that utilities are billed to or paid by the Renter.
 - (3) This requirement ensures that subsidies are only granted to individuals who are directly impacted.
- ii. Renters who do not directly pay a utility account tied to the residence, but who reside within City limits and meet all other eligibility requirements, including holding a valid lease, may still be eligible under the following conditions:
- (1) **Subsidy Disbursement to Homeowner or Property Manager:**
 - (a) The City may issue the utility subsidy directly to the Homeowner or Property Manager (such as an apartment complex) on behalf of the eligible Renter. This option is available when the utility account for the rental unit is held in the owner's name, and the Renter does not pay utility costs separately. Required Written Agreement: A signed agreement between the property owner/manager and the Renter may be required. This agreement must confirm:
 - (2) **Written Confirmation Required:**
 - (a) The Homeowner or Property manager must provide written confirmation that the full value of the subsidy will be applied to reduce the Renter's housing costs—such as by applying it as a rent credit, covering a portion of utility charges included in rent, or another method that benefits the tenant financially. That the benefit will be used solely to reduce the Renter's actual housing or utility costs.
 - (3) This structure allows the City to ensure that the financial benefit is applied directly to the **Signed Agreement Between Parties:**
 - (a) A signed agreement between the Homeowner or Property manager and the Renter may be required.
 - (i) Describe how the subsidy will be passed through to the Renter.
 - (ii) Acknowledge that the benefit is intended solely to offset the Renter's cost of housing or utilities.
 - (iii) Confirm that the Renter will not be charged separately for any portion of the benefit received by the Homeowner.
 - (4) This provision ensures that Renters without direct utility billing in their name can still receive equitable support, as long as there is a clear, documented mechanism for the subsidy to benefit them directly. All such cases will be subject to verification and City approval.
 - (5) **Direct Payment to the Renter (if necessary):**
 - (a) If the City is unable to obtain required cooperation or documentation from the Homeowner or Property Manager, but the Renter meets all other eligibility criteria, the City may issue the subsidy directly to the applicant. In such cases:
 - (i) The applicant must still provide a valid lease and proof of residence.
 - (ii) The City must determine that the subsidy will reasonably reduce the applicant's out-of-pocket housing or utility costs, even if paid indirectly.

- (iii) The applicant may be required to certify how the benefit will be used and agree to additional verification or documentation.
- (b) This approach ensures that eligible Renters are not unfairly excluded from the program due to a lack of cooperation from Homeowner or Property Managers, while still maintaining proper safeguards and accountability for public funds.

3) APPLICATION PROCEDURE

a) Homeowner Application Process

- i. Homeowners must submit a complete application online or in-person, with required documentation as follows:
- ii. The application must include:
 - (1) Proof of utility account ownership such as a recent utility bill in the applicant's name for a qualifying service address (may be verified in office).
 - (2) **Income verification**, including one or more of the following:
 - (a) Most recent tax return,
 - (b) Current pay stubs,
 - (c) Documentation of enrollment in qualifying state or federal programs (e.g., SNAP, TANF, Medicaid, or SSI). Such documentation must be an official benefit or award letter dated within the last 6 months.

b) Renter Application Process

- i. Renters must submit a complete application either online or in person, and provide the following documentation:
 - (1) A **valid lease agreement** that clearly lists the applicant's name, the rental unit address within City limits, and the lease term.
 - (2) Proof of responsibility for utility costs, which may include:
 - (a) A utility clause in the lease,
 - (b) A separate addendum or utility agreement,
 - (c) Or written confirmation from the Homeowner or Property Manager.
 - (3) **Income verification**, using the same documentation options listed for Homeowners.
- ii. Renters enrolled in programs such as **SNAP, TANF, Medicaid, or SSI** may be considered **presumptively eligible for the income requirement** but must still submit a valid lease and residency documentation to complete the application.
 - (1) Renters enrolled in SNAP, TANF, or similar programs may be presumptively eligible. Proof must be provided via an official benefit or award letter dated within the last 6 months.
- iii. Special Consideration – Renters Without a Utility Account in Their Name
- iv. If the utility account is held by the Homeowner or Property Manager, Renters may still apply. In these cases:
 - (1) The subsidy may be issued to the Homeowner or Property Manager with written confirmation that the full benefit will be passed through to reduce the Renter's housing costs.
 - (2) If confirmation cannot be obtained, the City may issue the subsidy directly to the applicant, subject to verification and approval.

4) ASSISTANCE CALCULATION

a) Flat Rate System

- i. All qualifying participants may receive a flat-rate credit applied to their utility bill(s), capped at the lesser of the participant's total monthly utility charges or \$40 per month, per utility account. This ensures meaningful assistance while maintaining program sustainability.

b) GWSSA Customers

- i. For qualifying participants that receive water and sewer service from GWSSA, Moab will make a flat-rate payment to their total utility bill or \$40 per month, whichever is less per month per utility GWSSA provides directly to residents who live within Moab's City boundary.

c) Subsidy Payment Flow for Renters Without Utility Accounts:

- i. In cases where Renters do not hold utility accounts, but qualify for assistance, the credit may be issued directly to the Homeowner or Property Manager, provided there is written confirmation that the subsidy will reduce the Renter's housing costs.
- ii. If written confirmation cannot be obtained, the City reserves the right to issue the subsidy directly to the Renter, subject to verification and approval, to ensure the assistance reaches the intended recipient.

5) PROGRAM ADMINISTRATION

a) Application Review

- i. Applications will be reviewed by the Treasurer or designee.
- ii. The review process includes verification of eligibility, cross-referencing state databases, and confirmation of utility account ownership.
- iii. Applications will be approved on a first-come, first-served basis as funding allows.

b) Notification

- i. Applicants will receive notification of approval or denial within 30 days of completed application. Denials will inform applicants why they were not selected to participate in the Program and will notify them of their right to file an appeal pursuant to Section 7.0 of this Program.
- ii. Selected applicants must execute an agreement with the City.

c) Ongoing Support and Monitoring

- i. The City may offer periodic check-ins or reminders to participants to help them remain in compliance with Program requirements, including property tax status and continued income eligibility.
- ii. Participants found to be ineligible after enrollment may be subject to removal from the Program and may be required to return any misapplied funds.

6) COMPLIANCE AND REPORTING

a) Quarterly Audits

- i. Internal audits will be conducted on a quarterly basis to ensure program integrity, verify applicant eligibility, and confirm that subsidies are being accurately applied in accordance with program guidelines.
- ii. Audit procedures may include, but are not limited to:
 - (1) Review of application materials (such as income documentation, lease agreements, or utility account confirmations).
 - (2) Verification that disbursed funds were applied appropriately, either to utility accounts or housing costs as documented.

- (3) Review of Homeowner or Property Manager documentation in cases where subsidies are passed through to Renters.
- iii. Any discrepancies or instances of noncompliance identified during audits may result in corrective action, including but not limited to:
 - (1) Suspension or termination of benefits,
 - (2) Reimbursement of misapplied funds,
 - (3) Disqualification from future participation in the program.

b) Renewals

- i. Applicants must reapply to the Program on an annual basis, aligned with the City’s fiscal year (July 1 – June 30).
 - (1) To continue receiving benefits without interruption, participants must submit a renewal application and updated documentation during the annual renewal period, which begins each spring and must be completed by June 30.
- ii. Renewal Period and Deadline:
 - (1) Renewal applications will open in Mid-May each year.
 - (2) All renewal materials must be submitted no later than June 30 to ensure uninterrupted benefits for the upcoming fiscal year.
- iii. Lapse in Benefits:
 - (1) Failure to submit a complete renewal application by the June 30 deadline may result in a delay or lapse in benefits until eligibility is re-established.
- iv. Required Documentation
 - (1) As part of the renewal process, applicants must submit:
 - (a) An updated application form.
 - (b) Current income documentation or proof of continued participation in qualifying assistance programs.
 - (c) An updated lease agreement (for Renters), if applicable.
 - (d) Any additional verification requested to confirm continued eligibility.

7) APPEALS

a) Appeal Process

- i. Except in cases where an application was denied because of a lack of funds (i.e., the available funding was allocated to other applications that were filed before the City received the application in question), an applicant may file a written appeal with the City Manager if the applicant believes the City denied the application in violation of the requirements of the Program or did not understand or misinterpreted facts or circumstances regarding the applicant’s eligibility.
- ii. Applicants must file their written appeals with the City Manager within twenty (20) days of the date on which the City denied the applicant’s application.
- iii. When filing their written appeal, the applicant must provide a detailed explanation of the reasons why the applicant believes the City’s denial was improper along with any supporting information or documents.
- iv. The City Manager will issue a decision granting or denying the applicant’s appeal within thirty (30) days of the date the written appeal is filed with the City.
 - (1) If, however, the City Manager does not respond within thirty (30) days, the appeal shall be deemed to be denied.

- v. A decision by the City Manager granting or denying an appeal will constitute a final agency action, meaning that the applicant may file a petition for judicial review of the City Manager's with the district court within thirty (30) days of the City Manager's decision.



RUAP Participation Summary – as of Feb 6, 2026

Approved Participants

- **Total Currently Approved:** 20, up from 13 from last update
 - **Monthly Credit:** \$40 per approved household for current participants
 - **Benefit Period:** July 2025 through Dec 2025
-

Demographic & Eligibility Notes

- **2 Applicant:** On **Social Security Disability**.
 - **2 Applicant:** Identified as a **minority** and approved based on benefits.
 - **6 Applicants:** Senior citizens on **Social Security**.
 - **Remaining Applicants:** Qualified either by:
 - Meeting **income eligibility** (within program guidelines), or
 - Enrolled in **approved benefit programs** (SNAP, TANF, etc.).
-

Removals & Denials

- **1 Removal:** Participant is not current on Property Tax.
 - **3 Denials** (*not on approved list*):
 - **3** due to **exceeding income limits**.
-

Outside or Ineligible Inquiries

- **2 Individuals Contacted Us:** Resided **outside City limits** – no application sent.
-

Notes

- We are only looking to extend the program through the remainder of our fiscal year with potential of updates taking place next week.

Residential Utility Assistance Program (RUAP) - APPROVED LIST - END DEC 2025			Months Benefits Applied - of the month -2025						1st	Months Benefits Applied - 1st of the month - 2026								
ACCT Number	Approved Credit (Per Month) July 2025 through Feb 2026	AFFECT DATE	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	NOTES	Total applied to Participant	Running total :	
10035401	\$40.00	8/1/2025	X	X	X	X	X	X	X	X						\$320.00	\$5,200.00	
10152801	\$40.00	8/1/2025	X	X	X	X	X	X	X	X						\$320.00		
10164301	\$40.00	8/1/2025	X	X	X	X								Will need to reapply when services restart	\$160.00			
10032201	\$40.00	8/1/2025	X	X	X	X	X	X	X	X						\$320.00		
10138901	\$40.00	8/1/2025	X	X	X	X	X	X	X	X						\$320.00		
10027301	\$40.00	8/1/2025	X	X	X	X	X	X	X	X						\$320.00		
10028701	\$40.00	8/1/2025	X	X	X	X	X	X	X	X						\$320.00		
10086701	\$40.00	8/1/2025	X	X	X	X	X	X	X	X						\$320.00		
10103401	\$40.00	8/1/2025	X	X	X	X	X	X	X	X						\$320.00		
10003301	\$40.00	8/1/2025	X	X	X	X	X	X	X	X						\$320.00		
10127902	\$40.00	8/1/2025	X	X	X	X	X	X	X	X						\$320.00		
10025403	\$40.00	8/1/2025		X	X	X	X	X	X	X						\$280.00		
10159801	\$40.00	8/1/2025	X	X	X	X	X	X	X	X						\$320.00		
10089201	\$40.00	10/1/2025				X	X	X	X	X						\$200.00		
10040301	\$40.00	11/1/2025					X	X	X	X						\$160.00		
10180601	\$40.00	11/1/2025					X	X	X	X						\$160.00		
10222601	\$40.00	11/1/2025					X	X	X	X						\$160.00		
10158701	\$40.00	11/1/2025					X	X	X	X						\$160.00		
10233701	\$40.00	7/1/2025		X	X	X	X	X	X	X						\$280.00		
10044401	\$40.00	12/1/2025						X	X	X						\$120.00		

TITLE: Impact Fee Waiver Request – AMASA Apartments

DISPOSITION: Discussion and possible action

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

ATTACHMENT/S:

1. Draft LURA / Restrictive Covenant – AMASA Apartments
2. Applicant Letter – Waiver Request
3. Adopted Affordable Housing Partnership Policy and Impact Fee Assistance Program
4. City of Moab Impact Fee Invoice for AMASA Apartments

STAFF RECOMMENDATION: Staff recommends that the City Council approve the Impact Fee Waiver request submitted by AMASA Apartments, subject to execution of the required Waiver Contract under Section 7 of the Policy.

Background

The City Council adopted the *Affordable Housing Partnership Policy and Impact Fee Assistance Program* (the “*Policy*”) to establish a unified and consistent process for providing impact fee waivers for deed-restricted affordable housing developments. The Policy clarifies eligibility, required application materials and provides the criteria for calculations for granting fee waivers in accordance with MMC §§ 13.25.090 and 17.69.110.

The Policy authorizes the use of the Housing Fund to offset impact fees for designated affordable housing units that are:

- Located within city limits,
- Deed-restricted for between 10–50+ years,
- Reserved for households earning $\leq 120\%$ AMI, and
- Developed by applicants in good standing with the City of Moab.

Waivers are calculated using the Policy’s “Impact Fee Waiver Matrix,” allowing a maximum waiver of \$1,000 per unit, scaled based on deed term and AMI eligibility tier.

The applicant meets the eligibility criteria under the *Affordable Housing Partnership Policy and Impact Fee Assistance Program*, has provided the required documentation—including a recorded long-term affordability covenant—and qualifies for an impact fee waiver amount calculated pursuant to the Policy’s Impact Fee Waiver Matrix. See “Project Information” for details.

PROJECT INFORMATION

The development is a multi-family affordable housing project that will be available to Moab's local workforce. The project is phase 1 of multi-phased development. There is a total of 50 units, ranging from 2-4 bedrooms. The project has been approved through all appropriate City requirements and is currently ready for the construction phase. Units include a recorded long-term affordability restriction of 50 years, including rent and income limits tied to AMI (average of 43.40% AMI) as required under the Low-Income Housing Tax Credit program ("LIHTC").

Affordability Documentation

The applicant has provided the draft *Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants (the "Agreement")*. *This document will be recorded on the property and the issuance of the any Impact Fee waiver, pursuant to the Policy and the decision of the City Council, will be dependent on providing a recorded copy to the City of Moab.*

The recorded agreement includes:

- Binding affordability covenants enforceable by the State of Utah,
- Income restrictions on 50 apartment units, with an average of 43.40% AMI (Sections 2 & 13)
- A duration tied to LIHTC compliance and extended use periods lasting 50 years (Section 9),

All of which satisfies the Policy's requirement for affordability restrictions, once the Agreement is recorded.

Applicant Request

The applicant requests an impact fee waiver under the new Policy, and staff has verified that the application meets the eligibility requirements, or can meet those requirements as a condition of approval, as show below:

1. The application meets the eligibility criteria under Sections 3 and 5 of the Policy.
2. The project **has not** recorded restrictive covenant, but has prepared the document and will provide a recorded copy to the City ensuring long-term affordability for 50 years prior to issuance of any approved Impact Fee waivers.
3. The development meets the affordability goals of MMC Chapter 17.69, as reinforced in the LURA.
4. The waiver directly supports City housing goals as identified in the 2023 Moab Area Affordable Housing Plan by providing deed restricted affordable units for rent.
5. The requested waiver is consistent with the intent of the Policy and advances affordable housing for Moab's local workforce.

Using the Matrix (Section 6 of the Policy), and based on the average of 43.40% AMI for 50 units, for 50+ years, the development qualifies for a potential waiver of \$875.00 per unit. Consistent with Section 5(C) of the policy, the City Council may choose to approve a waiver for a total of **\$43,750.00** for the total project (50 units). See the calculations below:

AMASA Apartments – Matrix Calculation:

1. 50-year deed restriction = 1 point
2. 43.40% AMI (average) = .75 points
3. Total Points Earned = 1.75
4. Total Points Possible = 2
5. Waiver Percentage = $1.75 \div 2 = .875$ (87.5%)
6. Total Waiver Value Per-Unit = $\$1000.00 \times 87.5\% = \875.00
7. Dollar Amount of Potential Waiver (total project) = $50 \times \$875.00 = \$43,750.00$

Impact fee waivers draw from the Housing Fund and shift infrastructure costs to the City; however, the Policy identifies this use as consistent with advancing long-term affordable housing objectives. Should the waiver be approved, the City will transfer the corresponding amount from the Housing Fund to the applicable City funds where the impact fees would normally be deposited.

Proposed Motion:

I move to approve the Impact Fee Waiver request submitted by Amasa Apartments, with the Condition that the applicant shall provide proof of recording of the required *Declaration of Restrictive Covenants* prior to the issuance of any fee waivers or credits, and authorize the City Manager to execute the required Waiver Contract.

RELEVANT LAWS, STUDIES & PLANS:

Affordable Housing Plan;

Affordable Housing Partnership Policy and Impact Fee Assistance Program;

Moab Municipal Code 17.69

RESPONSIBLE DEPARTMENT(s):

Administration, Community Development

FINANCIAL IMPACT:

Impact fees are charged to cover the inherent impacts of adding density to systems like water, sewer and storm drains. Over time adding density to these systems will require upgrades and expansions of existing systems.

Waiving the impact fee does not cancel out the impact that a development will have on our systems. In a case where the City waives impact fees for qualified reasons, the City is taking on that burden to fund the waived portion of the impact to our systems.

The actual financial impact to the City from this waiver is to reduce the Housing Fund (workforce assured housing) by the total waiver amount. Should the waiver be approved, the City will transfer the corresponding amount from the Housing Fund to the applicable City funds where the impact fees would normally be deposited. The Housing Fund has a balance of \$300,000 of unallocated funds that can be used for this purpose.

The applicant owes \$246,648.81 in impact fees to the City. Any Impact Fee Waiver amount would be subtracted from this total. This amount reflects the project's total overall impact fee obligations for this phase. This includes water, sewer and storm drain impact fees.

When Recorded Return to:

VP Multifamily Finance
Utah Housing Corporation
2479 S. Lake Park Blvd.
West Valley City, Utah 84120

Tax Parcel I.D.: No.: 01-0001-0200

LOW-INCOME HOUSING CREDIT COMMITMENT AGREEMENT

AND DECLARATION OF RESTRICTIVE COVENANTS

This Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants (the “Agreement”) is made effective as of the ____ day of _____, 2026, by and between **AMASA APARTMENTS LLC**, a Utah limited liability company, its successors and assigns (the “Project Owner”), and **UTAH HOUSING CORPORATION**, a public corporation of the State of Utah (“Utah Housing”).

RECITALS:

WHEREAS, Section 42 of the Internal Revenue Code of 1986, as amended (“IRC § 42”), and sections 59-7-607 and 59-10-1010 of the Utah Code Annotated, as amended (“UCA §§ 59-7-607 and 59-10-1010”), provides for the allocation of low-income housing credits for the construction, acquisition and/or rehabilitation of qualified low-income housing buildings;

WHEREAS, Utah Housing is the housing credit agency which has been designated as the agency responsible for the allocation of low-income housing credits for the State of Utah pursuant to IRC § 42 and UCA §§ 59-7-607 and 59-10-1010;

WHEREAS, the Project Owner has made application, which application is on file with Utah Housing and is hereby incorporated herein by this reference, to Utah Housing for the allocation of low-income housing credits with respect to the construction, acquisition and/or rehabilitation of that certain qualified low-income building or buildings located upon and being a part of the real property described in Exhibit A attached hereto and incorporated herein by this reference and known as Amasa Apartments (the “Project”);

WHEREAS, the Project Owner represents that the Project satisfies the requirements of IRC § 42 and UCA §§ 59-7-607 and 59-10-1010, as a qualified low-income housing project, and the Project Owner represents that it will maintain the Project in conformity and continuous compliance with IRC § 42 and UCA §§ 59-7-607 and 59-10-1010, and applicable regulations thereunder, as the same may hereafter be amended, any other federal or state requirements applicable thereto and this Agreement;

WHEREAS, Utah Housing has relied on the information submitted by the Project Owner in its application, as supplemented, with respect to the Project in reserving low-income housing credits to the Project Owner;

WHEREAS, Utah Housing is unwilling to allocate any low-income housing credits to the Project Owner for the Project unless the Project Owner shall, by entering into and pursuant to this Agreement, consent and agree to the conditions and restrictions set forth herein and make a declaration of restrictive covenants with respect to the Project as set forth herein; and

WHEREAS, the Project Owner, under this Agreement, intends, declares, and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy, and transfer of the Project shall be and are covenants running with the land for the term stated herein and binding upon all subsequent owners of the Project for such term set forth herein, and are not merely personal covenants of the Project Owner.

NOW THEREFORE, in consideration of the mutual premises set forth above, and based upon the mutual covenants and promises hereinafter set forth, and such other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Project Owner and Utah Housing agree as follows:

1. Applicable Fraction. The Project Owner agrees that the applicable fraction, as defined in IRC § 42(c)(1), for each taxable year in the extended use period, as defined in IRC § 42, for the following qualified low-income buildings of the Project will not be less than 100%:

<u>Building Id. No.</u>	<u>Address</u>
UT-93-18004	109 Kane Creek Blvd., Moab, Utah 84532
UT-25-25001	107 Kane Creek Blvd., Moab, Utah 84532
UT-25-25002	103 Kane Creek Blvd., Moab, Utah 84532

2. Set-Aside Election. The Project Owner agrees that all 50 of the units of the Project shall be restricted as provided for herein and paragraph 13. The Project Owner agrees that for each taxable year in the extended use period, as defined in IRC § 42, the restricted residential units in the Project shall be both rent restricted, as defined in IRC § 42, and occupied by individuals (hereinafter “low-income tenants”) whose income is 60% or less of the area median gross income, as more specifically provided in paragraph 13, with respect to the county in which the Project is located, as annually determined and published by H.U.D.

3. Notification of Non-Compliance. The Project Owner agrees to not take or permit to be taken any action which would have the effect or result, directly or indirectly, of subjecting the Project to non-compliance with IRC § 42 or UCA §§ 59-7-607 and 59-10-1010, as the same may be amended from time to time, the regulations issued thereunder, any other state or federal requirements or any provisions of this Agreement. If the Project Owner becomes aware of any incidence or

manner in which the Project does not comply with IRC § 42 and UCA §§ 59-7-607 and 59-10-1010, or this Agreement, the Project Owner shall notify Utah Housing of such non-compliance within thirty (30) days after the date Project Owner becomes aware of such non-compliance. As required by Income Tax Regulation § 1.42-5(e)(3), Utah Housing shall notify the Internal Revenue Service (“IRS”) of any non-compliance of which Utah Housing becomes aware.

4. Consistency, Special Use of Units and Nondiscrimination. The Project Owner agrees that the residential rental units of the Project occupied by low-income tenants will be of comparable quality to all other units in the Project. To the extent not inconsistent with state and federal fair housing laws, eight (8) units of the Project shall be set aside, exclusively used and made accessible as housing for physically handicapped persons (i.e. Type A wheelchair accessible), five (5) units of the Project shall be set aside, exclusively used and made accessible as housing for victims of domestic violence, and five (5) units of the Project shall be set aside, exclusively used and made accessible as housing for homeless/near homeless persons, as the same is defined and applied under state and federal laws. Exceptions to the exclusive use by the foregoing special needs tenants may be permitted by Utah Housing, in its sole discretion, but only after the Project Owner has met Utah Housing requirements for attempting to lease the units to the special needs tenants and establishing that no such special needs tenants are available. The Project Owner will not discriminate against any tenant or prospective tenant because of race, color, religion, age, sex, sexual preference, national origin, familial status, source of income or disability. The Project Owner will comply in all respects with all applicable federal, state and local laws, rules, regulations and Executive Orders relating to housing and employment.

5. Ownership. The Project Owner represents and warrants, upon execution and delivery of this Agreement, that it has good and marketable title to the Project, free and clear of liens and encumbrances, except for those liens and encumbrances which secure financing for the acquisition, construction or rehabilitation of the Project, property taxes, and customary non-monetary liens and encumbrances relating to easements, utilities, and similar matters.

6. Release and Indemnification. The Project Owner represents that it has independently reviewed the applicable allocation documents providing for the allocation of low-income housing tax credits for the Project to ensure the correctness and validity of the same, and has not relied on any representations or statements from Utah Housing with respect to the Project Owner’s entitlement to the allocation of low-income housing tax credits for the Project. The Project Owner agrees to release and hold Utah Housing, its officers, trustees, employees, and agents harmless from any claim, loss, liability, demand, or judgment incurred by or asserted against the Project Owner resulting from or relating to the allocation of low-income housing credits, or the recapture thereof by the Internal Revenue Service or the Utah Tax Commission, or the monitoring of the Project’s compliance with IRC § 42 and UCA §§ 59-7-607 and 59-10-1010 and this Agreement. Further, the Project Owner agrees to defend, indemnify, and hold Utah Housing, its officers, trustees, employees and agents harmless from any claim, loss, liability, demand, judgment, or cost (including without limitation reasonable attorneys’ fees) incurred by or asserted against Utah Housing, its officers, trustees,

employees, and agents arising out of the negligence, intentional misconduct or misrepresentation of the Project Owner or breach of this Agreement by the Project Owner.

7. Compliance Monitoring. The Project Owner acknowledges that Utah Housing, or its delegate, is required to monitor the Project's compliance with the requirements of IRC § 42 and UCA §§ 59-7-607 and 59-10-1010, and the covenants of this Agreement, further acknowledging that it will obtain from a low-income tenant prior to leasing a low-income unit, sufficient documentation to substantiate income levels of all individuals residing therein, and provide that documentation to Utah Housing upon request. Accordingly, the Project Owner agrees to pay such fees required by, and otherwise comply with the obligations, terms, and conditions of, Utah Housing's Compliance Monitoring Plan, as the same may be amended from time to time. All fees owing by the Project Owner pursuant to this paragraph 7, together with late charges and interest thereon and all fees, charges, and costs associated with collecting delinquent amounts hereunder, including, without limitation, court costs and reasonable attorney fees, shall be secured by a lien on the Project in favor of Utah Housing, which lien may be foreclosed in accordance with applicable law, subject to the provisions of the paragraph immediately below. To evidence such a lien, Utah Housing may prepare a written notice of lien setting forth the unpaid fees, the date due and the amount remaining unpaid. Such a notice shall be signed and acknowledged by Utah Housing and may be recorded in the office of the county recorder of the county in which the Project is located. No notice of lien shall be recorded until there is a delinquency in the payment of fees. A lien arising under this paragraph 7 has priority over each other lien and encumbrance on the Project except (i) a lien or encumbrance recorded before this Agreement or a notice thereof is recorded, (ii) a security interest on the Project secured by a mortgage or deed of trust that is recorded before a recorded notice of lien under this paragraph 7, (iii) subject to the provisions in the next paragraph, a security interest on the Project secured by a mortgage or deed of trust that is recorded after a recorded notice of lien under this paragraph 7, or (iv) a lien for real estate taxes or other governmental assessments or charges against the Project. Such a lien may be enforced by sale or foreclosure of such lien in accordance with the provision of Utah law regarding the enforcement of a deed of trust or, at the option of Utah Housing, by a judicial foreclosure. For purposes of nonjudicial or judicial foreclosure of the lien created hereby, (a) Utah Housing shall be considered to be the beneficiary under a deed of trust, (b) the Project Owner shall be considered to be the trustor under a deed of trust, and (c) First American Title Insurance Company is hereby appointed as the trustee, with all the powers and rights of a trustee under a deed of trust under Utah law, Utah Housing may appoint a successor trustee at any time by filing for record in the office of the county recorder of the county in which the Project is situated, a substitution of trustee. The new trustee shall succeed to all the power, duties, authority, and title of the trustee named in this paragraph 7 and of any successor trustee. The execution of this Agreement by the Project Owner constitutes a simultaneous conveyance by the Project Owner of the Project in trust, with power of sale, to the trustee designated herein for the purpose of securing payment of all amounts due from the Project Owner to Utah Housing under this paragraph 7.

Notwithstanding the foregoing paragraph, at any time during which a deed of trust, executed by Project Owner and encumbering the Project, for the benefit of a lender as security for a loan the proceeds of which were or will be used to acquire or improve the Project, is in effect and of record,

Utah Housing agrees, without any further subordination agreement or written instrument, that the liens, rights, remedies, and security interests granted to Utah Housing under or related to this paragraph 7 are and shall at all times continue to be, subordinate, subject and inferior to the rights of such lender under the deed of trust and other loan documents evidencing or securing such loan, regardless of whether Utah Housing's lien or notice of lien was filed prior to such lender's deed of trust. Utah Housing shall give such lender a concurrent copy of any notice of default given to Project Owner with respect to this Agreement, and agrees that such lender, at such lender's sole election, shall have the right (but not the obligation) to cure any such default on its and/or Project Owner's behalf. Utah Housing agrees that it will not exercise its right of foreclosure or any other remedy with respect to this paragraph 7 for at least 90 days after providing notice to such lender and allowing such lender the opportunity to cure any default, as required herein.

8. Inspection. The Project Owner shall permit, during normal business hours, upon reasonable notice, any duly authorized representative of Utah Housing to inspect any books and records of the Project Owner relating to the Project and the incomes of low-income tenants. Specifically, the Project Owner shall make available to Utah Housing the documentation substantiating incomes of low-income tenants. As required by Income Tax Regulations § 1.42-5(e)(3), Utah Housing shall notify the IRS of any non-compliance with the provisions of IRC § 42, or of this Agreement, with which it becomes aware.

9. Extended Use Period. The Project Owner and Utah Housing agree that the extended use period, as used in IRC § 42(h)(6)(D) and this Agreement, for each low-income building of the Project, means the period beginning on the first day in the initial 15-year compliance period, as defined in IRC § 42(i)(1), on which a qualified low-income building is a part of a qualified low-income housing project and ending on the date which is 35 years after the close of the initial 15-year compliance period (for a total extended use period of 50 years from the beginning date of the compliance period for a qualified low-income building); however, notwithstanding the foregoing to the contrary, the extended use period (including the initial 15-year compliance period) shall terminate on the date a qualified low-income building is acquired by foreclosure (or instrument in lieu of foreclosure), unless the IRS or Utah Housing reasonably determines that such acquisition is part of an arrangement of the Project Owner a purpose of which is to terminate the extended use period. The Project Owner agrees that IRC § 42(h)(6)(E)(i)(II) shall not apply to, and shall not cause the termination of, the extended use period applicable to any building of the Project.

10. Notice of Foreclosure; Eviction During and Following Extended Use Period.

a. The Project Owner agrees to cause copies of any and all notices of default and notices of sale pertaining to any deed of trust or mortgage encumbering the Project to be provided promptly to Utah Housing.

b. During the extended use period and the three (3) year period following the termination of the extended use period pursuant to a foreclosure (or instrument in lieu of foreclosure), the Project Owner shall not evict or terminate the tenancy (other than for good

cause) of an existing low-income tenant of any low-income unit in the Project or increase the gross rent with respect to a low-income unit, not otherwise permitted under IRC § 42.

11. Subordination. The Project Owner shall obtain the agreement of any prior recorded lienholder (excluding customary nonmonetary liens and encumbrances relating to easements, utilities and similar matters) of any building in the Project whereby the prior recorded lienholder, and its assigns or successors in interest, agrees to not evict an existing low-income tenant (other than for good cause) and not increase gross rent with respect to a low-income unit, not otherwise permitted under IRC § 42, for a period of three (3) years from the date of any foreclosure with respect to any qualified low-income building in the Project. The foregoing agreement shall be placed of record in the real property records of the county in which the Project is located.

12. Transfer of Building or Project.

a. Transfer Defined. As used in this Agreement and except as provided in the following paragraph under this Paragraph 12.a., a “Transfer” includes the sale, transfer, conveyance, or other disposition of (1) an interest in any building to which this Agreement applies, (2) all or any part of the Project, and (3) a majority interest in (a) the Project Owner, (b) if the Project Owner is a limited partnership, any general partner, or (c) if the Project Owner is a limited liability company, any manager or managing member, in each case under this subparagraph (3) either in a single transaction or in a series of transactions that result in such a Transfer.

A “Transfer” does not include a foreclosure or instrument in lieu of foreclosure under a deed of trust of any lender secured by the Project in accordance with Paragraph 9 (but that is not an arrangement as specified in Paragraph 9 above). Also, a “Transfer” does not include the sale, transfer, conveyance, or other disposition of a majority interest in the Project Owner during the initial 15-year Compliance Period to a person owned and controlled, directly or indirectly, by the transferor as long as notice of such sale, transfer, conveyance or other disposition is provided to Utah Housing pursuant to Paragraph 12.c.i.

b. Partial Disposition of Building Prohibited. Pursuant to IRC § 42(h)(6)(B)(iii), the Project Owner shall not Transfer a portion of a building to which this Agreement applies to any person, unless all of the building to which this Agreement applies is Transferred to such person (a “Transferee”). To the extent that the Project Owner proposes to Transfer all of a building to which this Agreement applies, the Project Owner must comply with the Permitted Transfer rules in Paragraph 12.c.

c. Permitted Transfer. If any person proposes to make a Transfer at any time after the expiration of the last Credit Period (as such term is defined in IRC § 42(f)(1)), the Project Owner agrees that no such Transfer shall occur without first providing notice and obtaining the written consent of Utah Housing, which consent shall not be unreasonably withheld subject to Paragraph 12.d.).

With respect to a Transfer of a majority interest in the Project Owner (either in a single transaction or in a series of transactions that result in a Transfer) which takes place prior to the end of the Credit Period for the last building in the Project, the Project Owner shall provide notice to Utah Housing, but the consent of Utah Housing shall not be required.

i. Notice to Utah Housing. The Project Owner shall give written notice to Utah Housing of its intent to Transfer the Project as soon as possible but in any event at least sixty (60) days prior to the projected closing date of the proposed Transfer (the “**Transfer Notice**”). Such Transfer Notice shall be provided to Utah Housing on a form provided by Utah Housing. In the event that such form is incomplete or if Utah Housing requires any additional information, the Project Owner and/or the proposed Transferee shall submit a supplemental form containing such additional information within three (3) business days of Utah Housing’s request for such additional information.

ii. Relevant Factors. In exercising its right to reasonably withhold its consent to a Transfer as provided above, Utah Housing will consider factors in aggregate relevant to such Transfer, such as: (1) the multifamily experience of the proposed Transferee (years of ownership, number of properties, property types and use), (2) the financial strength of the proposed Transferee (net worth and liquidity to determine if the proposed Transferee can weather market downturns impacting property cash flows and unexpected costs of the Project), (3) the proposed Transferee’s contingent liabilities (and if they could materially weaken the proposed Transferee’s financial strength), (4) whether projected available cash flow is sufficient to achieve a debt service coverage ratio of at least 1.20, and if there are adequate reserves established, (5) whether the proposed Transferee’s property management company has experience and reputation with Section 42 compliance, (6) the current condition of the Project, as evidenced by such third party reports as deemed appropriate by Utah Housing, and the sources and uses of funds proposed to address necessary capital improvements, (7) recent trends in the Project’s operations and financial performance, and (8) whether the legal and financial structure of the proposed Transferee and its principals may create any issues or problems in enforcing the Project Owner’s obligations hereunder.

iii. Written Consent. Utah Housing shall endeavor to provide written consent or denial of the proposed Transfer to the Project Owner no later than thirty (30) days after the Project Owner and/or the proposed Transferee have submitted all of the information required by Utah Housing.

Further, the (i) exercise by _____, _____, as the [managing member/general partner] of the Project Owner (or a successor to such [managing member/general partner] approved by Utah Housing), of the purchase option granted to the [managing member/general partner] in [Paragraph or Section] _____ of the Project Owner’s [Operating Agreement/Limited Partnership Agreement] of even date herewith or (ii) exercise by _____, _____, as the [investor/non-managing member/limited

partner] of Project Owner, of the put option to _____, _____, as the [managing member/general partner] of the Project Owner (or a successor to such [managing member/general partner] approved by Utah Housing), in [Paragraph or Section] _____ of the Project Owner's [Amended and Restated Operating Agreement/Amended and Restated Limited Partnership Agreement], shall not require the consent of Utah Housing.

d. Utah Housing Purchase Option. During the period commencing five (5) years before the expiration of the extended use period and ending two (2) years after the expiration of the extended use period (the "**Option Period**"), the Project Owner grants Utah Housing or its assignee or designee (provided such assignee or designee is an entity formed by Utah Housing in accordance with Utah Code §63H-8-301(20)) the exclusive right to purchase the Project or interest in the Project Owner on the terms and conditions set forth in this Paragraph 12.d (the "**Option**"). The Option shall only be effective upon receipt by Utah Housing of the Transfer Notice during the Option Period. Notwithstanding anything to the contrary herein, the Option shall not be triggered upon a foreclosure or instrument in lieu of foreclosure under a deed of trust of any lender secured by the Project in accordance with Paragraph 9 (but that is not an arrangement as specified in Paragraph 9 above).

Upon receipt of the Transfer Notice, Utah Housing may, in its sole discretion exercise the Option by delivering written notice to the Project Owner of Utah Housing's election to purchase the Project or interest in the Project Owner ("**Notice of Exercise**"), which Notice of Exercise shall be made no later than sixty (60) days following receipt of the Transfer Notice ("**Notice of Exercise Period**"). The purchase shall occur within six (6) months following receipt of the Project Owner of the Notice of Exercise, unless such period is extended by mutual agreement of Utah Housing and the Project Owner (the "**Closing Period**"). Failure by Utah Housing to complete the purchase within the Closing Period will terminate the Option with respect to the proposed Transfer set forth in the Transfer Notice. At the closing, Utah Housing shall pay the greater of (i) the purchase price offered by the Transferee as set forth in the Transfer Notice, or (ii) the Fair Market Value of the Project or interest of the Project Owner, as applicable, which shall be paid by Utah Housing to the Project Owner by assumption of outstanding indebtedness and otherwise in cash or immediately available funds. The parties shall work together to obtain any necessary consents to effectuate such sale. Any costs of fees associated with the assumption of any outstanding indebtedness shall be added to the Fair Market Value of the Project or included in such assumption of indebtedness and paid by Utah Housing. Failure by Utah Housing to provide the Notice of Exercise within the Notice of Exercise Period will terminate the Option with respect to the proposed Transfer set forth in the Transfer Notice. In addition, if Utah Housing does not provide the Notice of Exercise within the Notice of Exercise Period and the proposed Transfer as set forth in the Transfer Notice is subsequently completed in due course, the Option will terminate and be of no further force and effect with respect to any subsequent Transfers of the Project.

The "Fair Market Value" of the Project or interest in the Project Owner, as applicable, shall

be determined by mutual agreement of the parties or, in the absence of such agreement within thirty (30) days of the Notice of Exercise, as follows. Utah Housing and the Project Owner shall select a mutually acceptable appraiser who shall determine the fair market value of the Project or interest in the Project Owner, as applicable. The appraisal shall take into account any title restrictions and the requirement that the Project remain dedicated for the use of low income households pursuant to any restrictions under any loan agreements or regulatory agreements for the duration of such restrictions. In the event the parties are unable to agree upon an appraiser within fourteen (14) days of the election of an appraisal by either party, Utah Housing and the Project Owner shall each select an appraiser. If a party does not appoint an appraiser within seven (7) days thereof, the single appraiser appointed by the other party shall be the sole appraiser and shall determine the Fair Market Value of the Project or interest in the Project Owner, as applicable. If two appraisers are selected, and if the difference between the two appraisals is within ten percent (10%) of the lower of the two appraisals, the fair market value shall be the average of the two appraisals. If the difference between the two appraisals is greater than ten percent (10%) of the lower of the two appraisals, then the two appraisers shall jointly select a third appraiser. If the two appraisers are unable jointly to select a third appraiser, either Utah Housing or the Project Owner may, upon written notice to the other, request that the appointment be made by the American Arbitration Association or its designee. If the third appraisal is less than either of the first two, then fair market value shall be the average of the two lowest appraisals. If the third appraisal is greater than the first two, then fair market value shall be the average of the two highest appraisals. If the third appraisal falls between the previous two appraisals, the fair market value shall be the value established by the third appraisal. Utah Housing and the Project Owner shall share the cost equally of any appraiser jointly selected or shall pay the costs of the appraiser they each select and shall share the cost equally of any third appraiser. Any appraiser selected pursuant to this Section shall be an M.A.I. appraiser with at least five (5) years of experience in valuing income-restricted multifamily rental property and partnership interests or membership interests, as applicable, in a single purpose limited partnership or single purpose limited liability company in the State of Utah.

Upon receipt of the greater of (i) the purchase price offered by the Transferee as set forth in the Transfer Notice, or (ii) the Fair Market Value of the Project or interest of the Project Owner, as applicable, the Project Owner shall transfer either the Project, or the interest in the Project Owner, as agreed to by the parties in connection with any such sale, to Utah Housing or its assignee or designee (provided such assignee or designee is an entity formed by Utah Housing in accordance with Utah Code §63H-8-301(20)), free and clear of any liens, charges, encumbrances or interests of any third party and shall execute or cause to be executed any documents required to fully transfer such Project or interest in the Project Owner. As of the effective date of such closing, if the closing involves the transfer of a partnership interest or LLC interest, the transferring partner or member, as applicable, shall withdraw from the Project Owner and shall have no further interest in or obligation to the Project Owner, and, if required by the Uniform Act, Utah Housing shall promptly file an amendment to the to the organizational documents of Project Owner reflecting the

withdrawal of the transferring partner or member, as applicable.

13. **Rent and Income Limits.** The Project Owner agrees that 50 units of the Project will be leased, throughout the extended use period as set forth in paragraph 9 above, (i) for a maximum monthly rental fee which is affordable to the tenants residing therein (as calculated below), and (ii) to individuals whose annual income (as defined under Section 8 of the United States Housing Act of 1937), aggregated for all individuals residing in a given unit, does not exceed, the percentages set forth below of the area median income for the county in which the unit is located:

<u>Units</u>	<u>Type</u>	<u>Income Limits</u>
1	2 bedroom, 1 bathroom unit	55% of area median income
1	3 bedroom, 1 bathroom unit	55% of area median income
8	4 bedroom, 2 bathroom units	55% of area median income
20	2 bedroom, 1 bathroom units	50% of area median income
7	3 bedroom, 1 bathroom units	50% of area median income
3	4 bedroom, 2 bathroom units	50% of area median income
1	2 bedroom, 1 bathroom unit	44% of area median income
3	3 bedroom, 1 bathroom units	44% of area median income
1	4 bedroom, 2 bathroom unit	44% of area median income
5	2 bedroom, 1 bathroom units	30% of area median income

For purposes of determining the affordability of monthly rental payments, the maximum monthly rental fee is calculated as follows:

a. First, multiply the monthly rent limit applicable to the unit as calculated by Utah Housing for the applicable year, based on bedroom size, based on 50% of area median income for the county in which the unit is located, by 2 (to arrive at a rental amount based on 100% of area median income);

b. Second, multiply the product derived in paragraph a above by the percentages set forth below:

<u>Units</u>	<u>Type</u>	<u>Rent Limits</u>
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

For purposes of determining the maximum monthly rental fee pursuant to this paragraph, the maximum monthly rental fee amount shall include an allowance for tenant-paid utilities as provided in IRC § 42 or notices, regulations or revenue rulings issued or promulgated thereunder. Notwithstanding the foregoing, upon written approval from Utah Housing, the Project Owner may increase the maximum monthly rental fee or income limit applicable to tenants for any unit of the Project in an amount agreed to by Utah Housing, as Utah Housing shall decide in its sole discretion; however, under no circumstances may the maximum monthly rental fee or income limit applicable to tenants for any given unit of the Project exceed the rent or income limits established under IRC § 42.

14. Non-profit. A qualified nonprofit organization is required to own an interest in the Project (directly or through a partnership or limited liability company) and materially participate (within the meaning of IRC § 469(h)) in the development and operation of the Project throughout the extended use period applicable to the Project. The term “qualified nonprofit organization” shall have that meaning set forth in IRC § 42(h)(5)(C). A qualified nonprofit organization may satisfy the requirements of this paragraph through a “qualified corporation” within the meaning of IRC § 42(h)(5)(D)(ii).

15. Restrictive Covenants. The Project Owner intends, declares and covenants that the covenants, terms, provisions and restrictions set forth in this Agreement shall run with the land and shall bind, and the benefits and burdens shall inure to, the Project Owner and Utah Housing, and their respective successors and assigns, and all subsequent owners of the Project or any interest therein, for the duration of the extended use period set forth in paragraph 9 above; provided, however, that the extended use period shall be terminated by a foreclosure or deed in lieu, unless the foreclosure or deed in lieu is an arrangement as specified in paragraph 9 above. Except as otherwise provided in paragraph 10 above, upon the termination of the extended use period this Agreement shall be deemed terminated and of no further force and effect, and Utah Housing shall execute a release for recordation purposes if so requested by the then owner of the Project (which shall be subject to the requirements during the three year period specified in paragraph 10 above as provided therein).

16. Recordation. This Agreement shall be placed of record in the real property records of the county in which the Project is located.

17. Enforcement. All of the terms, provisions and restrictions of the Agreement may be enforced by Utah Housing. In addition, Utah Housing and the Project Owner acknowledge and agree that any individual who meets the income limitations applicable to the Project under IRC § 42(g) (whether a prospective, present, or former occupant of the Project) has the right to enforce in any Utah state court the requirements and conditions of this Agreement.

18. Section 8 Tenants. The Project Owner shall not refuse to lease any unit of the Project to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.

19. Changes to IRC § 42 or UCA §§ 59-7-607 and 59-10-1010. Utah Housing and the Project Owner recognize that the provisions of IRC § 42 and UCA §§ 59-7-607 and 59-10-1010 may be amended from time to time. The Project Owner agrees to maintain the Project in compliance and conformity with the requirements of IRC § 42 and UCA §§ 59-7-607 and 59-10-1010, and the regulations issued thereunder, as the same are amended from time to time. However, if in the opinion of Utah Housing subsequent revisions to IRC § 42 or UCA §§ 59-7-607 and 59-10-1010 are so substantial as to necessitate amendment of this Agreement, this Agreement may be amended to reflect such changes in the law governing the low-income housing tax credit program. In such case, this Agreement shall be amended only by written instrument executed by the parties hereto.

20. Notices. All notices to be given to Utah Housing or to the Project Owner pursuant to this Agreement shall be in writing and shall be mailed, by first class, postage prepaid or sent by nationally recognized overnight delivery service, to the parties at the addresses set forth below:

to Utah Housing: President
Utah Housing Corporation
2479 S. Lake Park Blvd.
West Valley City, Utah 84120

to the Project Owner: Amasa Apartments LLC
50 N. 600 W., Unit D
Salt Lake City, Utah 84116

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, and where applicable, the laws of the United States of America.

22. Representations. The Project Owner hereby warrants and represents to Utah Housing as follows:

a. The Project is located upon the real property described in Exhibit "A" attached hereto;

b. The Project Owner has the authority and power to execute, deliver and have recorded this Agreement;

c. The individuals signing on behalf of the Project Owner are duly authorized, empowered and have the authority to bind the Project Owner to the terms and conditions of this Agreement.

Utah Housing hereby warrants and represents to the Project Owner as follows:

d. Utah Housing has the authority and power to execute, deliver and have recorded this Agreement;

e. The individuals signing on behalf of Utah Housing are duly authorized, empowered and have the authority to bind Utah Housing to the terms and conditions of this Agreement.

23. Attorneys' Fees. In any action or defense associated with this Agreement, the prevailing party shall be reimbursed by the non-prevailing party for the costs, including attorneys' fees, incurred by the prevailing party in that action or defense.

24. Recitals. The recitals are hereby incorporated into this Agreement.

25. Waiver. No action or failure to act by the parties shall constitute a waiver of any right or duty afforded any party under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach hereunder, except as may be specifically agreed to in writing. A waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

26. Modifications and Integration. This Agreement may only be modified by a writing signed by all of the parties hereto. This Agreement constitutes the entire agreement of the parties with respect to the subject matter addressed herein. No other agreements, oral or written, pertaining to the matters herein exist between the parties. This Agreement hereby supersedes any other agreement between the parties respecting the subject matter addressed herein.

27. Annual Certification. The Project Owner shall, in a form designed by Utah Housing, annually certify to Utah Housing its compliance with all the provisions of this Agreement and IRC § 42 and regulations issued thereunder.

28. Definitions. All words, definitions and terms used in this Agreement that are defined or set forth in IRC § 42 shall have the meanings given in IRC § 42.

29. Counterparts. This Agreement may be executed by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

30. Severability. If any provision of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of the Agreement and the application of such provisions to any other party or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

31. Headings. Titles or headings to the sections of this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement.

[Remainder of page intentionally left blank; signature pages follow.]

DRAFT

“UTAH HOUSING”

UTAH HOUSING CORPORATION,
a Utah public corporation

By: Claudia O’Grady
Its: Vice President, Multifamily
Finance & Development

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026,
by Claudia O’Grady, Vice President, Multifamily Finance & Development, Utah Housing
Corporation, a Utah public corporation.

NOTARY PUBLIC
Residing at:
My commission expires:

EXHIBIT "A"

That certain parcel of real property, situated in Grand County, State of Utah, and more particularly described as follows:

Address: 57, 81, 101, 109, 115 and 119 Kane Creek Blvd, Buildings 1 – 6, Moab Utah 84532

Parcel Number: 01-0001-0200

Legal Description:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN MOAB, IN THE COUNTY OF GRAND, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

A parcel of land located in the South 1/2 of the Southwest 1/4 of Section 1, Township 26 South, Range 21 East, S.L.B. & M, being described as follows:

Beginning at the Northwest Corner of Lot 1, Block M, Plat D of Mountainview Subdivision, and proceeding thence North 3°38' East 180.0 feet; thence along a 10.0 foot radius curve to the right 15.7 feet; thence South 86°22' East 507.7 feet; thence along a 620.00 foot radius curve to the right 540.2 feet; thence South 36°27' East 55.2 feet; thence along a 10.0 foot radius curve to the right 15.7 feet; thence South 53°33' West 180.0 feet to the Easterly Corner of Lot 11, Block M, Plat D of Mountainview Subdivision; thence North 36°27' West 65.2 feet; thence along a 430.0 foot radius curve to the left 374.6 feet; thence North 86°22' West 517.7 feet to the point of beginning.

ATTN:
Johanna Blanco,
Planning Department, Moab City

Applicant: Amasa Apartments
Subject: Impact Fee Waiver Narrative

Amasa Apartments, is an affordable housing development located at 57 Kane Creek Boulevard in Moab, Utah, designed to directly address the City’s shortage of deeply affordable rental housing. The project delivers 50 affordable rental units with long-term affordability restrictions and is structured to serve households earning well below the Area Median Income (AMI) for Grand County.

For Phases 1 of the project, units are restricted at a range of affordability levels, specifically 25%, 39%, 45%, and 50% AMI, with unit sizes ranging from two to four-bedroom apartments suitable for families. When weighted and averaged across all restricted units, the project achieves an average AMI of approximately 43.4%. Based on this calculation, all 50 units qualify within the City’s 30%–59% AMI affordability category, and of those, five qualify for the band below that, consistent with the City’s impact fee waiver framework and affordability goals.

Unit Mix & AMIs

2 beds					
25% AMI	39% AMI	45% AMI	50% AMI	TOTAL	
	5	1	20	1	27

3 beds					
25% AMI	39% AMI	45% AMI	50% AMI	TOTAL	
	0	3	7	1	11

4 beds					
25% AMI	39% AMI	45% AMI	50% AMI	TOTAL	
	0	1	3	8	12

Average AMI
43.4%

Affordability is legally ensured through a recorded Land Use Restrictive Agreement (LURA) executed pursuant to the project's Low-Income Housing Tax Credit (LIHTC) awards. The applicable LURA will be executed and recorded upon closing of the project's financing for the relevant phases. The LURA will run with the land and require that the units be rented to income-qualified households at restricted rents for 50-years. The Development Agreement between the City of Moab and Amasa Holdings LLC incorporates these requirements and expressly conditions development approvals on compliance with all recorded LURAs.

The project will be subdivided into a townhome plat consistent with the approved development agreement. Adjustments to building identification numbers and legal descriptions may occur at the time of townhome plat recording as necessary, without reducing the total number of designated affordable units or altering the project's average AMI classification for purposes of this waiver request.

The project meets the eligibility criteria of the City's Affordable Housing Partnership Policy and Impact Fee Assistance Program in that:

1. It is located within the incorporated boundaries of Moab,
2. 100% of the units for which impact fee relief is requested are deed-restricted affordable housing units
3. The units materially advance the affordability goals of MMC Chapter 17.69 by serving households significantly below Grand County's median income, and
4. Affordability is guaranteed through recorded instruments rather than voluntary or time-limited commitments.

Requests

The Building Department has calculated impact fees of \$246,648.81. Given the project's modest scale, existing infrastructure, improvements already made when Kane Creek Blvd was under construction (including stubbing out water and storm drain, and long-term affordability restrictions), these fees create a significant feasibility gap. Any reduction that brings total impact fees closer to \$0 or allows the project to defer payment of said fees until it is stabilized is essential for the project to pencil and move forward.

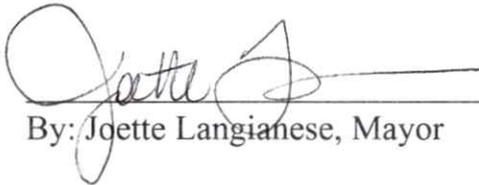
If a full waiver is not possible, we respectfully request that the impact fee waiver calculation not be based on an averaged AMI across all units. There is no language in the adopted code for averaging AMIs for waiver purposes and this approach appears only within the matrix and may result in a reduced waiver that does not reflect the project's unit-by-unit affordability. At a minimum, the matrix should be adjusted to reflect the AMI bracket of each individual unit, and we ask that whichever methodology yields the higher waiver should be applied.

This is an infill project located on a site with existing residential units and established infrastructure, which substantially reduces the need for new public facility capacity compared to larger or greenfield developments. Despite this, the project has already absorbed significant onsite infrastructure costs, including upgrading the existing water meter and installing a stubbed stormwater connection. Furthermore, due to the absence of City sewer infrastructure serving the site, the development is required to retain the existing sewer lift station and construct a new lift station with a backup generator, along with additional piping to the north, per the City's request, to support a potential future City sewer connection across Kane Creek Boulevard. Collectively, these privately funded sewer infrastructure improvements represent at least \$200,000 in additional project costs that would not be required if City sewer service were extended to the property.

Granting meaningful impact fee relief is critical to delivering and maintaining our goal of deeply affordable housing for low- and moderate-income households in Moab while supporting infrastructure improvements that benefit the broader community.

SUMMARY OF
MOAB CITY
ORDINANCE NO. 2025-17

On December 9, 2025, the Moab City Council enacted Ordinance No. 2025-17, An Ordinance of the Moab City Council Establishing the Affordable Housing Partnership Policy and Impact Fee Assistance Program to Support Affordable Housing Developments in Moab.


By: Joette Langianese, Mayor

ATTEST


Sommar Johnson, Recorder

Voting:

Council Member Wojciechowski voting AYE
Council Member Topper voting AYE
Council Member Knuteson-Boyd voting AYE
Council Member Myers voting ABUSE
Council Member Taylor voting AYE

A complete copy of Ordinance No. 2025-17 is available in the Moab City offices located at 217 E. Center Street, Moab, UT 84532.

CITY OF MOAB ORDINANCE NO. 2025-17

AN ORDINANCE OF THE MOAB CITY COUNCIL ESTABLISHING THE AFFORDABLE HOUSING PARTNERSHIP POLICY AND IMPACT FEE ASSISTANCE PROGRAM TO SUPPORT AFFORDABLE HOUSING DEVELOPMENT IN MOAB

WHEREAS, Utah Code § 10-8-84 authorizes the City Council for the City of Moab (the “City”) to enact ordinances, rules, and regulations “as are necessary and proper to provide for the “safety and [to] preserve the health, and promote the prosperity of its inhabitants;” and

WHEREAS, the City has established the Workforce Assured Housing Ordinance and the Housing Fund (collectively, the “Housing Fund”), which consists of fees the City has collected from developers to promote the development of affordable housing within the City; and

WHEREAS, under Moab Municipal Code (“MMC”) § 17.69.040, the City will use proceeds from the Housing Fund “for the acquisition, construction, maintenance, management, or development of affordable housing;” and

WHEREAS, the City has found that partnering with local developers who are willing to develop, dedicate, and manage affordable housing developments on a long-term basis represents an effective and sustainable use of Fund resources to promote affordable housing directly benefiting citizens of Moab; and

WHEREAS, collaboration between the City and these developers, including measures to reduce impact fee costs, may significantly increase the feasibility and production of affordable housing within the community by private and non-profit developers; and

WHEREAS, the 2023 Moab Area Affordable Housing Plan establishes a goal to “identify funding streams to encourage affordable housing development;” and

WHEREAS, MMC § 17.69.110 authorizes the City Council to “waive all or part of the impact fees otherwise payable in connection with affordable housing units” developed in accordance with MMC Chapter 17.69, and that “[a]ny waiver will be vested in the discretion of the City Council based on the merits of the application in attaining the affordability goals” of Chapter 17.69; and

WHEREAS, MMC § 13.25.090 sets forth the process the City uses to review and approve applications that request impact fee waivers, including waivers for “affordable or low-income housing by nonprofit and for-profit entities;” and

WHEREAS, the City Council desires to establish a formal and unified policy framework to: (i) guide its consideration of impact fee waiver requests under MMC §§13.25.090, 17.69.040, 17.69.110; and (ii) the City’s use of the Housing Fund to provide impact fee waivers for qualified affordable housing developments in accordance with the MMC and the City’s affordable housing goals.

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

1. Adoption. The Affordable Housing Partnership Policy and Impact Fee Assistance Program (the “**Policy**”) attached to this Ordinance is enacted.

2. Severability. If a court of competent jurisdiction declares any section, clause, or portion of this Ordinance to be invalid, the remainder will not be affected and will remain in full force and effect.

3. Direction to Staff. City staff, under the direction of the City Manager, are authorized and directed to: (i) make such non-substantive changes and to take such other actions required to finalize, post, and publish this Ordinance; and (ii) to prepare any administrative forms, including any forms, applications or contracts, that may be needed to implement and administer this Ordinance and the Policy.

4. Effective Date. This Ordinance and the Policy will take effect upon the posting of this Ordinance pursuant to Utah Code § 10-3-712.

PASSED AND ADOPTED by a majority of the City Council this 9th day of December, 2025.

MOAB CITY COUNCIL


By: Joette Langianese, Mayor

ATTEST


Sommar Johnson, Recorder

(Complete as Applicable)

Date ordinance summary was posted to the Moab City website, the Utah Public Notice website, and in a public place within Moab City per Utah Code §10-3-711: JANUARY 26, 2026

Effective date of ordinance: JANUARY 26, 2026

CITY OF MOAB

AFFORDABLE HOUSING PARTNERSHIP POLICY AND IMPACT FEE ASSISTANCE PROGRAM

Effective January 26, 2026

The City of Moab supports and encourages partnerships between the City and qualified local developers to advance affordable housing s. The City Council authorizes the use of the Workforce Assured Housing Fund (“**Housing Fund**”) as a revolving fund to provide impact fee waivers (“**Waivers**”) support eligible affordable housing partnerships, consistent with this policy.

Section 1. Policy Adoption

The following policy is hereby adopted as the City’s Affordable Housing Partnership Policy and Impact Fee Assistance Program (the “**Policy**”).

Section 2. Purpose and Intent

The intent of this Policy is to strategically leverage the Housing Fund resources to incentivize the development and long-term availability of affordable housing in the City.

The Housing Fund is a finite resource, and the use of these funds without repayment will reduce the Fund’s balance and limit the long-term effectiveness of this Policy in supporting affordable housing project within the City.

The Policy serves as the guiding framework the City will follow when reviewing and considering applications for Waivers for qualifying affordable housing developments.

Section 3. Eligibility

To qualify for consideration of Waivers, a developer or applicant must meet the following basic requirements first:

- A. The affordable housing development must be located within the incorporated boundaries of the City and be subject to impact fees owed to the City;
- B. The affordable housing development developer must “designate” all Affordable Housing Units, as defined in Section 9 of this Policy;
- C. Waivers will only be considered for Designated Affordable Housing Units and will not be applied to market rate units; and
- D. The developer and/or owner of the affordable housing project must be in good standing with the City, with no outstanding violations, unpaid fees, or compliance issues.

Section 4. Impact Fees Generally

Impact fees are collected by the City to offset the infrastructure impacts of new development, ensuring that growth contributes its fair and proportional share to the cost of public facilities and services. These fees are essential to maintaining the City's ability to provide reliable utility, transportation, and public infrastructure as the community expands.

Section 5. Authority

Moab Municipal Code ("MMC") § 17.69.040.C ("Fee in Lieu of Construction") authorizes the City to use proceeds from the Housing Fund "for the acquisition, construction, maintenance, management, or development of affordable housing."

MMC § 17.69.110 ("Impact Fee Waiver") further authorizes the City Council to "waive all or part of the impact fees otherwise payable in connection with affordable housing units" developed in accordance with Chapter 17.69 of the MMC. It also requires that "[a]ny [W]aiver will be vested in the discretion of the City Council based on the merits of the application in attaining the affordability goals" of Chapter 17.69 of the MMC.

Similarly, MMC §13.25.090 ("Extraordinary Adjustments") authorizes the City Council to waive all or a portion of impact fees for affordable housing projects that serve a broad public or charitable purpose, including the creation of affordable or low-income housing by nonprofit and for-profit entities. This section also sets forth the process developers must follow when applying for a Waiver.

This Policy is therefore established to provide clear guidance and criteria for the City's consideration of Waivers related to affordable housing developments. Its intent is to ensure that these financial adjustments are applied consistently, transparently, and in a manner that advances the City's long-term affordable housing goals while maintaining fiscal responsibility and infrastructure sustainability.

Section 5. Impact Fee Waiver Applications

Pursuant to MMC §§ 13.25.090 and 17.69.110, a developer may request a Waiver of all or part of the impact fees owed to the City for an affordable housing project, including impact fees owed for water, sewer, storm drain, and/or transportation systems.

A. Impact Fee Waiver Application Requirements

When applying for a Waiver, developers must comply with MMC § 13.25.090.D by submitting a written application to the City Council prior to connecting to City services. The application must contain the following:

- 1) A description of the affordable housing project and its purpose, together with the developer's nonprofit tax identification number (if applicable);

- 2) A statement of the reasons why a Waiver is appropriate and in the public interest;
- 3) Proof that the affordable housing project will support the affordability goals of MMC Chapter 17.69.100, including proof that the development will meet affordable housing cost criteria, as established from time to time by City housing studies;
- 4) The fee amount requested to be waived and such other relevant information as may be requested by the City Council; and
- 5) Any other reasonable information the City Manager or their designee may request to process or review the application.

B. City Manager Review of Applications

The City Manager, or their designee, will review all applications to determine whether the application is complete. If an application is incomplete, the City Manager or their designee will notify the application in writing of the information they need to submit for an application to be considered complete.

The City Manager will provide a recommendation to the City Council for each complete application that requests a Waiver for an affordable housing project. Each recommendation will include an opinion from the City Manager as to whether the application and development satisfy the requirements of this Policy. In making a recommendation to the City Council, the City Manager will perform the calculations required under Section 6 of this Policy.

C. City Council Action on Applications

When acting on an application for the Waiver for affordable housing, the City Council will consider the recommendation the City Manager issues under Section 5.B and will use the criteria set forth in this Policy in determining whether to approve or deny applications, in whole or in part. When considering an application, the City Council will consider whether:

- 1) The application includes the above information required under Section 5.A of this Policy;
- 2) The affordable housing development meets the eligibility requirements outlined in Section 3 of this Policy;
- 3) The affordable housing project will support the affordability goals of MMC Chapter 17.69 and the City's affordable housing cost criteria, as established from time to time by City housing studies;
- 4) The waiver amount complies with Section 6 of this Policy;

- 5) The Housing Fund has sufficient resources, pursuant to Section 8 of this Policy, to offset any waived fees; and
- 6) The Applicant has met all the requirements and criteria of this Policy.

Pursuant to MMC § 13.25.090.D.2, any aggrieved party may seek judicial review of a decision the City Council makes under this Section in accordance with MMC § 13.25.100.

Section 6. Impact Fee Waiver Matrix

A. Incorporation of Matrix - The City will calculate the amount of any Waiver available to an applicant or project in accordance with the Impact Fee Waiver Matrix, attached hereto as Attachment A and incorporated by reference (the “**Matrix**”).

B. Maximum and Minimum Waiver Amounts –

- 1) The Matrix is structured to allow for a maximum possible Waiver of one thousand dollars (\$1,000.00) per qualifying Affordable Housing Unit when the unit is subject to:
 - i. A recorded restrictive deed with a minimum term of fifty (50) years; and
 - ii. An occupancy restriction for extremely low-income households, defined as households earning less than thirty percent (30%) of AMI.
- 2) As the term of the restrictive deed decreases and/or the applicable income restriction level increases, the eligible impact fee waiver will reduce proportionally to a minimum Waiver of two hundred fifty dollars (\$250.00) per qualifying Affordable Housing Unit, as calculated pursuant to the Matrix.

C. Impact Fee Waiver Calculation

- 1) When calculating the Waiver percentage, the City will use the Matrix to assign points to each qualifying Affordable Housing Unit based upon:
 - i. *Deed Restriction Term (Years)*. The number of years the restrictive deed is recorded against the property restricting the Affordable Housing Unit for occupancy by income-qualified households; and
 - ii. *AMI Designation*. The AMI level applicable to the Affordable Housing Unit (or, where applicable, the average AMI across Affordable Housing Units as

specified in the Matrix) for the duration of the corresponding deed restriction term.

2) After assigning points to the categories listed in Subsection 6.C.(1), the City will then calculate the Waiver percentage as follows:

- i. Add the points earned in Subsections 6.C(1)(i) and 6.C(1)(ii) to determine the total points earned;
- ii. Divide the total points earned by the total points possible identified in the Matrix to determine the Waiver percentage; and
- iii. Multiply the Waiver percentage by the maximum Waiver amount in Subsection B(1) to determine the dollar amount of the Waiver for the Affordable Housing Unit.

3) Example 1 (illustrative only):

- i. 50-year deed restriction = 1 point
- ii. <30% AMI = 1 point
- iii. Total Points Earned = 2
- iv. Total Points Possible = 2
- v. Waiver Percentage = $2 \div 2 = 1.00$ (100%)
- vi. Dollar Amount of Potential Waiver = $1.00 \times \$1,000.00 = \$1,000.00$

4) Example 2 (illustrative only):

- i. 40-year deed restriction = .75 points
- ii. 65% AMI = .50 points
- iii. Total Points Earned = 1.25
- iv. Total Points Possible = 2
- v. Waiver Percentage = $1.25 \div 2 = .625$ (62.5%)
- vi. Dollar Amount of Potential Waiver = $.625 \times \$1,000.00 = \625.00

Section 7. Contracts and Forms

Developers must execute a contract with the City as a precondition for receiving a Waiver that the City Council has approved. All contracts must include a requirement that the developer, or applicable property owner record a deed restriction that designates the applicable Affordable Housing Units that are the subject of a Waiver. The City Manager is authorized to develop, negotiate, and execute all contracts required under this Policy.

Section 8. Program Review and Reporting

City staff will provide an annual report to the City Council summarizing the number and type of affordable housing developments that have applied and received Waivers, the total amount of Housing Fund expenditures and repayments, and the number of Affordable Housing Units created or preserved. The City Council will review this Policy periodically to ensure fiscal sustainability and alignment with community housing goals.

Section 9. Definitions

The below definitions will apply to this Policy, in addition to any other applicable definitions of the MMC, including MMC §§ 13.25.010 and 17.69.020. If a conflict arises between the below definitions and a definition found in the MMC, the below definitions will govern.

- 1) *Affordable Housing Project*: A residential development that contains deed-restricted Affordable Housing Units.
- 2) *Affordable Housing Unit*: A residential unit available for purchase or rent by households earning up to 120% of the AMI for Grand County, Utah.
- 3) *AMI*: Area Median Income of Grand County, Utah, as determined by the U.S. Department of Housing and Urban Development (HUD).
- 4) *Designated*: To record a restrictive deed on the property enforceable by the City that ensures designated Affordable Housing Units remain so for a period between 10 to 50 or more years.
- 5) *Developer*: the owner or authorized representative of the property or Affordable Housing Project.
- 6) *Matrix*: The impact fee waiver calculation formula set forth in Attachment A of this Policy.
- 7) *Waiver*: The forgiveness of all or part of impact fees owed to the City consistent with Section 6 of this Policy.

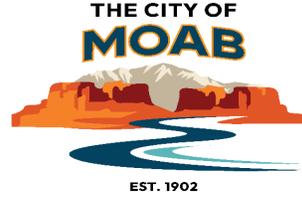
AFFORDABLE HOUSING PARTNERSHIP POLICY AND IMPACT FEE ASSISTANCE PROGRAM

ATTACHMENT A – IMPACT FEE WAIVER MATRIX

	DEED RESTRICTION In YEARS					AREA MEDIAN INCOME (AVERAGE)					IMPACT FEE WAIVER PER UNIT	TOTAL IMPACT FEE WAIVER	
	YEARS				TOTAL UNITS	AMI AVG. (IN-RANGE)				PTS AVAILABLE			
	>50	30-49	20-29	10-19		<30% EXREMELY LOW	30%-59% VERY LOW	60%-79% LOW-INCOME	80%-120% MODERATE INCOME				
Impact Fee Waiver Total Available	POINTS AVAILABLE	YRS	YRS	YRS	YRS	PTS AVAILABLE	1	0.75	0.5	0.25			
Example 1: Housing Unit(s) \$ 1,000.00	1				1	X					\$ 1,000.00	\$ 1,000.00	
Example 2: Housing Unit(s) \$ 1,000.00	1	1			1			X			\$ 625.00	\$ 625.00	
TOTAL UNITS		1	1	0	0								
		TOTAL UNITS				2						GRAND TOTAL	\$ 1,625.00

Water and Sewer Utility Fee Assessment

Applicant Name	Service Address	Construction Type
Ivan Carroll	57 KANE CREEK BLVD	New Construction
Use Type	Assessment Date	Location
Residential	1/8/2026	In City Limits



Moab City Finance
Department

(435) 259-5123

finance@moabcity.org

Total Impact and connection fees*	\$246,648.81
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***Fees do not include the labor and materials to complete any asphalt repairs. Owner/requester is responsible for completing work in accordance with City standards and is subject to final inspection by the City. Fees do not include actual installation costs of fire sprinkler connection and fire hydrant connection (billed separately after connection).**

Comments: Clubhouse, West and East Buildings (Building Permit Nos. 21158, 21159, and 21160): The site shares utilities under a utility easement; the developer will complete the sewer connection; water connections are existing; a 1.5-inch water impact fee credit is applied due to the existing irrigation meter; fees are assessed based on the 2025 fee schedule, as the bilding permits were issued in 2025.	New Connection?	Water Meter Size	Water Impact Fee Service Credit	Water Connection Fee (meter only)	Water Impact Fee	Total Water Fees	
	Yes	8"	\$0.00	\$0.00	\$163,958.33	\$163,958.33	
	Yes	2"	\$5,970.03	\$1,365.40	\$10,499.01	\$5,894.38	
Use Type	Units Covered by Impact Fee	New Connection?	Connection Size	Sewer Impact Fee Service Credit	Sewer Connection Fee	Sewer Impact Fees	Total Sewer Fees
Multifamily, 2 bedrooms or Larger (residential unit)	21	Yes			\$0.00	\$32,886.00	\$32,886.00
Multifamily, 2 bedrooms or Larger (residential unit)	23	Yes			\$0.00	\$36,018.00	\$36,018.00
Office (1,000 SF)	2	Yes			\$0.00	\$782.00	\$782.00
						Developed Area	Total Storm Fee
						1.230	\$7,110.10

west building
east building
clubhouse

TITLE: Impact Fee Waiver Request – 1581 The Collaborative 1581, Phase 1

DISPOSITION: Discussion and possible action

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

ATTACHMENT/S:

1. Recorded LURA / Restrictive Covenant – The Collaborative 1581 Phase 1 (Recorded 12/16/2025)
2. Applicant Letter – Waiver Request
3. Adopted Affordable Housing Partnership Policy and Impact Fee Assistance Program
4. City of Moab Impact Fee Invoice for Collaborative 1581

STAFF RECOMMENDATION: Staff recommends that the City Council approve the Impact Fee Waiver request submitted by The Collaborative 1581 Phase 1 LLC, subject to execution of the required Waiver Contract under Section 7 of the Policy.

Background

The City Council adopted the *Affordable Housing Partnership Policy and Impact Fee Assistance Program* (the “*Policy*”) to establish a unified and consistent process for providing impact fee waivers for deed-restricted affordable housing developments. The Policy clarifies eligibility, required application materials and provides the criteria for calculations for granting fee waivers in accordance with MMC §§ 13.25.090 and 17.69.110.

The Policy authorizes the use of the Housing Fund to offset impact fees for designated affordable housing units that are:

- Located within city limits,
- Deed-restricted for between 10–50+ years,
- Reserved for households earning $\leq 120\%$ AMI, and
- Developed by applicants in good standing with the City of Moab.

Waivers are calculated using the Policy’s “Impact Fee Waiver Matrix,” allowing a maximum waiver of \$1,000 per unit, scaled based on deed term and AMI eligibility tier.

The applicant meets the eligibility criteria under the *Affordable Housing Partnership Policy and Impact Fee Assistance Program*, has provided the required documentation—including a recorded long-term

affordability covenant—and qualifies for an impact fee waiver amount calculated pursuant to the Policy’s Impact Fee Waiver Matrix. See “Project Information” for details.

PROJECT INFORMATION

The development is a multi-family affordable housing project that will be available to Moab’s local workforce. The project is phase 1 of multi-phased development. There are a total of 144 units, ranging from 1-3 bedroom. The project has been approved through all appropriate City requirements and is currently in the construction phase. Units includes a recorded long-term affordability restriction of 50 years, including rent and income limits tied to AMI (average of 59.93% AMI) as required under the Low-Income Housing Tax Credit program (“LIHTC”).

Affordability Documentation

The applicant has recorded a *Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants* recorded December 16, 2025 (see attachment).

The recorded agreement includes:

- Binding affordability covenants enforceable by the State of Utah,
- Income restrictions on 144 apartment units, with an average of 59.93% AMI (Sections 2 & 13)
- A duration tied to LIHTC compliance and extended use periods lasting 50 years (Section 9),

All of which satisfies the Policy’s requirement for affordability restrictions.

Applicant Request

The applicant requests an impact fee waiver under the new Policy, and staff has verified that the application meets the eligibility requirements as show below:

1. The application meets the eligibility criteria under Sections 3 and 5 of the Policy.
2. The project has a recorded restrictive covenant ensuring long-term affordability for 50 years.
3. The development meets the affordability goals of MMC Chapter 17.69, as reinforced in the LURA.
4. The waiver directly supports City housing goals as identified in the 2023 Moab Area Affordable Housing Plan by providing deed restricted affordable units for rent.
5. The requested waiver is consistent with the intent of the Policy and advances affordable housing for Moab’s local workforce.

Using the Matrix (Section 6 of the Policy), and based on the average of 59.93% AMI for 144 units, for 50+ years, the development qualifies for a potential waiver of \$875.00 per unit. Consistent with Section 5(C)

of the policy, the City Council may choose to approve a waiver for a total of **\$126,000.00** for the total project (144 units). See the calculations below:

Collaborative 1581 Phase 1 LLC – Matrix Calculation:

1. 50-year deed restriction = 1 point
2. 59.93% AMI (average) = .75 points
3. Total Points Earned = 1.75
4. Total Points Possible = 2
5. Waiver Percentage = $1.75 \div 2 = .875$ (87.5%)
6. Total Waiver Value Per-Unit = $\$1000.00 \times 87.5\% = \875.00
7. Dollar Amount of Potential Waiver (total project) = $144 \times \$875.00 = \$126,000.00$

Impact fee waivers draw from the Housing Fund and shift infrastructure costs to the City; however, the Policy identifies this use as consistent with advancing long-term affordable housing objectives. Should the waiver be approved, the City will transfer the corresponding amount from the Housing Fund to the applicable City funds where the impact fees would normally be deposited.

Proposed Motion:

I move to approve the Impact Fee Waiver request submitted by The Collaborative 1581 Phase 1 LLC, based on staff's findings of compliance with the Affordable Housing Partnership Policy, and authorize the City Manager to execute the required Waiver Contract.

RELEVANT LAWS, STUDIES & PLANS:

Affordable Housing Plan;

Affordable Housing Partnership Policy and Impact Fee Assistance Program;

Moab Municipal Code 17.69

RESPONSIBLE DEPARTMENT(S):

Administration, Community Development

FINANCIAL IMPACT:

Impact fees are charged to cover the inherent impacts of adding density to systems like water, sewer and storm drains. Over time adding density to these systems will require upgrades and expansions of existing systems.

Waiving the impact fee does not cancel out the impact that a development will have on our systems. In a case where the City waives impact fees for qualified reasons, the City is taking on that burden to fund the waived portion of the impact to our systems.

The actual financial impact to the City from this waiver is to reduce the Housing Fund (workforce assured housing) by the total waiver amount. Should the waiver be approved, the City will transfer the corresponding amount from the Housing Fund to the applicable City funds where the impact fees would normally be deposited. The Housing Fund has a balance of \$300,000 of unallocated funds that can be used for this purpose.

The applicant owes \$190,891.15 in impact fees to the City. Any Impact Fee Waiver amount would be subtracted from this total. This amount reflects only a portion of the project's overall impact fee obligations, as more than \$750,000 in additional fees will be paid to GWSSA for impact fees for this phase. To my knowledge, GWSSA is not waiving any of their fees for this project.

Ent **557379** Bk **982** Pg **651**
Date: 23-Dec-2025 11:22 AM
Fee: \$40.00 ACH
Filed By: GKN
GINA NELSON, Recorder
GRAND COUNTY CORPORATION
For: Fidelity National Title of U
Recorded Electronically by Simplifile

When Recorded Return to:

VP Multifamily Finance
Utah Housing Corporation
2479 S. Lake Park Blvd.
West Valley City, Utah 84120

Tax Parcel I.D. No.: 01-0017-001

LOW-INCOME HOUSING CREDIT COMMITMENT AGREEMENT

AND DECLARATION OF RESTRICTIVE COVENANTS

This Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants (the "Agreement") is made effective as of the 23 day of December, 2025, by and between **THE COLLABORATIVE 1581 PHASE 1 LLC**, a Utah limited liability company, its successors and assigns (the "Project Owner"), and **UTAH HOUSING CORPORATION**, a public corporation of the State of Utah ("Utah Housing").

RECITALS:

WHEREAS, Section 42 of the Internal Revenue Code of 1986, as amended ("IRC § 42"), and sections 59-7-607 and 59-10-1010 of the Utah Code Annotated, as amended ("UCA §§ 59-7-607 and 59-10-1010"), provides for the allocation of low-income housing credits for the construction, acquisition and/or rehabilitation of qualified low-income housing buildings;

WHEREAS, Utah Housing is the housing credit agency which has been designated as the agency responsible for the allocation of low-income housing credits for the State of Utah pursuant to IRC § 42 and UCA §§ 59-7-607 and 59-10-1010;

WHEREAS, the Project Owner has made application, which application is on file with Utah Housing and is hereby incorporated herein by this reference, to Utah Housing for the allocation of low-income housing credits with respect to the construction, acquisition and/or rehabilitation of that certain qualified low-income building or buildings located upon and being a part of the real property described in Exhibit A attached hereto and incorporated herein by this reference and known as The Cooperative 1581 (the "Project");

WHEREAS, the Project Owner represents that the Project satisfies the requirements of IRC § 42 and UCA §§ 59-7-607 and 59-10-1010, as a qualified low-income housing project, and the Project Owner represents that it will maintain the Project in conformity and continuous compliance with IRC § 42 and UCA §§ 59-7-607 and 59-10-1010, and applicable regulations thereunder, as the same may hereafter be amended, any other federal or state requirements applicable thereto and this Agreement;

WHEREAS, Utah Housing has relied on the information submitted by the Project Owner in its application, as supplemented, with respect to the Project in reserving low-income housing credits to the Project Owner;

WHEREAS, Utah Housing is unwilling to allocate any low-income housing credits to the Project Owner for the Project unless the Project Owner shall, by entering into and pursuant to this Agreement, consent and agree to the conditions and restrictions set forth herein and make a declaration of restrictive covenants with respect to the Project as set forth herein; and

WHEREAS, the Project Owner, under this Agreement, intends, declares, and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy, and transfer of the Project shall be and are covenants running with the land for the term stated herein and binding upon all subsequent owners of the Project for such term set forth herein, and are not merely personal covenants of the Project Owner.

NOW THEREFORE, in consideration of the mutual premises set forth above, and based upon the mutual covenants and promises hereinafter set forth, and such other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Project Owner and Utah Housing agree as follows:

1. Applicable Fraction. The Project Owner agrees that the applicable fraction, as defined in IRC § 42(c)(1), for each taxable year in the extended use period, as defined in IRC § 42, for the following qualified low-income buildings of the Project will not be less than 100%:

<u>Building Id. No.</u>	<u>Address</u>
UT-28-94001	1581 Millcreek Drive, Bldg. A, Moab, Utah 84532
UT-28-94002	1581 Millcreek Drive, Bldg. B, Moab, Utah 84532
UT-28-94003	1581 Millcreek Drive, Bldg. C, Moab, Utah 84532

2. Set-Aside Election. The Project Owner agrees that all 144 of the units of the Project shall be restricted as provided herein and in paragraph 13. The Project Owner agrees that for each taxable year in the extended use period, as defined in IRC § 42, 40% or more of the restricted residential units in the Project shall be both rent restricted, as defined in IRC § 42, and occupied by individuals (hereinafter “low-income tenants”) whose income does not exceed the imputed income limitation designated by the Project Owner with respect to the respective unit. The average of the imputed income limitations designated by the Project Owner shall not exceed 60% of the area median gross income, as more specifically provided in paragraph 13, with respect to the county in which the Project is located, as annually determined and published by H.U.D.

3. Notification of Non-Compliance. The Project Owner agrees to not take or permit to be taken any action which would have the effect or result, directly or indirectly, of subjecting the Project to non-compliance with IRC § 42 or UCA §§ 59-7-607 and 59-10-1010, as the same may be

amended from time to time, the regulations issued thereunder, any other state or federal requirements or any provisions of this Agreement. If the Project Owner becomes aware of any incidence or manner in which the Project does not comply with IRC § 42 and UCA §§ 59-7-607 and 59-10-1010, or this Agreement, the Project Owner shall notify Utah Housing of such non-compliance within thirty (30) days after the date Project Owner becomes aware of such non-compliance. As required by Income Tax Regulation § 1.42-5(e)(3), Utah Housing shall notify the Internal Revenue Service ("IRS") of any non-compliance of which Utah Housing becomes aware.

4. Consistency, Special Use of Units and Nondiscrimination. The Project Owner agrees that the residential rental units of the Project occupied by low-income tenants will be of comparable quality to all other units in the Project. To the extent not inconsistent with state and federal fair housing laws, 15 units of the Project shall be set aside, exclusively used and made accessible as housing for physically handicapped persons (i.e., Type A wheelchair accessible), as the same is defined and applied under state and federal laws. Exceptions to the exclusive use by the foregoing special needs tenants may be permitted by Utah Housing, in its sole discretion, but only after the Project Owner has met Utah Housing requirements for attempting to lease the units to the special needs tenants and establishing that no such special needs tenants are available. The Project Owner will not discriminate against any tenant or prospective tenant because of race, color, religion, age, sex, sexual preference, national origin, familial status, source of income or disability. The Project Owner will comply in all respects with all applicable federal, state and local laws, rules, regulations and Executive Orders relating to housing and employment.

5. Ownership. The Project Owner represents and warrants, upon execution and delivery of this Agreement, that it has good and marketable title to the Project, free and clear of liens and encumbrances, except for those liens and encumbrances which secure financing for the acquisition, construction or rehabilitation of the Project, property taxes, and customary non-monetary liens and encumbrances relating to easements, utilities, and similar matters.

6. Release and Indemnification. The Project Owner represents that it has independently reviewed the applicable allocation documents providing for the allocation of low-income housing tax credits for the Project to ensure the correctness and validity of the same, and has not relied on any representations or statements from Utah Housing with respect to the Project Owner's entitlement to the allocation of low-income housing tax credits for the Project. The Project Owner agrees to release and hold Utah Housing, its officers, trustees, employees, and agents harmless from any claim, loss, liability, demand, or judgment incurred by or asserted against the Project Owner resulting from or relating to the allocation of low-income housing credits, or the recapture thereof by the Internal Revenue Service or the Utah Tax Commission, or the monitoring of the Project's compliance with IRC § 42 and UCA §§ 59-7-607 and 59-10-1010 and this Agreement. Further, the Project Owner agrees to defend, indemnify, and hold Utah Housing, its officers, trustees, employees and agents harmless from any claim, loss, liability, demand, judgment, or cost (including without limitation reasonable attorneys' fees) incurred by or asserted against Utah Housing, its officers, trustees, employees, and agents arising out of the negligence, intentional misconduct or misrepresentation of the Project Owner or breach of this Agreement by the Project Owner.

7. Compliance Monitoring. The Project Owner acknowledges that Utah Housing, or its delegate, is required to monitor the Project's compliance with the requirements of IRC § 42 and UCA §§ 59-7-607 and 59-10-1010, and the covenants of this Agreement, further acknowledging that it will obtain from a low-income tenant prior to leasing a low-income unit, sufficient documentation to substantiate income levels of all individuals residing therein, and provide that documentation to Utah Housing upon request. Accordingly, the Project Owner agrees to pay such fees required by, and otherwise comply with the obligations, terms, and conditions of, Utah Housing's Compliance Monitoring Plan, as the same may be amended from time to time. All fees owing by the Project Owner pursuant to this paragraph 7, together with late charges and interest thereon and all fees, charges, and costs associated with collecting delinquent amounts hereunder, including, without limitation, court costs and reasonable attorney fees, shall be secured by a lien on the Project in favor of Utah Housing, which lien may be foreclosed in accordance with applicable law, subject to the provisions of the paragraph immediately below. To evidence such a lien, Utah Housing may prepare a written notice of lien setting forth the unpaid fees, the date due and the amount remaining unpaid. Such a notice shall be signed and acknowledged by Utah Housing and may be recorded in the office of the county recorder of the county in which the Project is located. No notice of lien shall be recorded until there is a delinquency in the payment of fees. A lien arising under this paragraph 7 has priority over each other lien and encumbrance on the Project except (i) a lien or encumbrance recorded before this Agreement or a notice thereof is recorded, (ii) a security interest on the Project secured by a mortgage or deed of trust that is recorded before a recorded notice of lien under this paragraph 7, (iii) subject to the provisions in the next paragraph, a security interest on the Project secured by a mortgage or deed of trust that is recorded after a recorded notice of lien under this paragraph 7, or (iv) a lien for real estate taxes or other governmental assessments or charges against the Project. Such a lien may be enforced by sale or foreclosure of such lien in accordance with the provision of Utah law regarding the enforcement of a deed of trust or, at the option of Utah Housing, by a judicial foreclosure. For purposes of nonjudicial or judicial foreclosure of the lien created hereby, (a) Utah Housing shall be considered to be the beneficiary under a deed of trust, (b) the Project Owner shall be considered to be the trustor under a deed of trust, and (c) First American Title Insurance Company is hereby appointed as the trustee, with all the powers and rights of a trustee under a deed of trust under Utah law, Utah Housing may appoint a successor trustee at any time by filing for record in the office of the county recorder of the county in which the Project is situated, a substitution of trustee. The new trustee shall succeed to all the power, duties, authority, and title of the trustee named in this paragraph 7 and of any successor trustee. The execution of this Agreement by the Project Owner constitutes a simultaneous conveyance by the Project Owner of the Project in trust, with power of sale, to the trustee designated herein for the purpose of securing payment of all amounts due from the Project Owner to Utah Housing under this paragraph 7.

Notwithstanding the foregoing paragraph, at any time during which a deed of trust, executed by Project Owner and encumbering the Project, for the benefit of a lender as security for a loan the proceeds of which were or will be used to acquire or improve the Project, is in effect and of record, Utah Housing agrees, without any further subordination agreement or written instrument, that the liens, rights, remedies, and security interests granted to Utah Housing under or related to this

paragraph 7 are and shall at all times continue to be, subordinate, subject and inferior to the rights of such lender under the deed of trust and other loan documents evidencing or securing such loan, regardless of whether Utah Housing's lien or notice of lien was filed prior to such lender's deed of trust. Utah Housing shall give such lender a concurrent copy of any notice of default given to Project Owner with respect to this Agreement, and agrees that such lender, at such lender's sole election, shall have the right (but not the obligation) to cure any such default on its and/or Project Owner's behalf. Utah Housing agrees that it will not exercise its right of foreclosure or any other remedy with respect to this paragraph 7 for at least 90 days after providing notice to such lender and allowing such lender the opportunity to cure any default, as required herein.

8. Inspection. The Project Owner shall permit, during normal business hours, upon reasonable notice, any duly authorized representative of Utah Housing to inspect any books and records of the Project Owner relating to the Project and the incomes of low-income tenants. Specifically, the Project Owner shall make available to Utah Housing the documentation substantiating incomes of low-income tenants. As required by Income Tax Regulations § 1.42-5(e)(3), Utah Housing shall notify the IRS of any non-compliance with the provisions of IRC § 42, or of this Agreement, with which it becomes aware.

9. Extended Use Period. The Project Owner and Utah Housing agree that the extended use period, as used in IRC § 42(h)(6)(D) and this Agreement, for each low-income building of the Project, means the period beginning on the first day in the initial 15-year compliance period, as defined in IRC § 42(i)(1), on which a qualified low-income building is a part of a qualified low-income housing project and ending on the date which is 35 years after the close of the initial 15-year compliance period (for a total extended use period of 50 years from the beginning date of the compliance period for a qualified low-income building); however, notwithstanding the foregoing to the contrary, the extended use period (including the initial 15-year compliance period) shall terminate on the date a qualified low-income building is acquired by foreclosure (or instrument in lieu of foreclosure), unless the IRS or Utah Housing reasonably determines that such acquisition is part of an arrangement of the Project Owner a purpose of which is to terminate the extended use period. The Project Owner agrees that IRC § 42(h)(6)(E)(i)(II) shall not apply to, and shall not cause the termination of, the extended use period applicable to any building of the Project.

10. Notice of Foreclosure; Eviction During and Following Extended Use Period.

a. The Project Owner agrees to cause copies of any and all notices of default and notices of sale pertaining to any deed of trust or mortgage encumbering the Project to be provided promptly to Utah Housing.

b. During the extended use period and the three (3) year period following the termination of the extended use period pursuant to a foreclosure (or instrument in lieu of foreclosure), the Project Owner shall not evict or terminate the tenancy (other than for good cause) of an existing low-income tenant of any low-income unit in the Project or increase the gross rent with respect to a low-income unit, not otherwise permitted under IRC § 42.

11. Subordination. The Project Owner shall obtain the agreement of any prior recorded lienholder (excluding customary nonmonetary liens and encumbrances relating to easements, utilities and similar matters) of any building in the Project whereby the prior recorded lienholder, and its assigns or successors in interest, agrees to not evict an existing low-income tenant (other than for good cause) and not increase gross rent with respect to a low-income unit, not otherwise permitted under IRC § 42, for a period of three (3) years from the date of any foreclosure with respect to any qualified low-income building in the Project. The foregoing agreement shall be placed of record in the real property records of the county in which the Project is located.

12. Transfer of Building or Project.

a. Transfer Defined. As used in this Agreement and except as provided in the following paragraph under this Paragraph 12.a., a “Transfer” includes the sale, transfer, conveyance, or other disposition of (1) an interest in any building to which this Agreement applies, (2) all or any part of the Project, and (3) a majority interest in (a) the Project Owner, (b) if the Project Owner is a limited partnership, any general partner, or (c) if the Project Owner is a limited liability company, any manager or managing member, in each case under this subparagraph (3) either in a single transaction or in a series of transactions that result in such a Transfer.

A “Transfer” does not include a foreclosure or instrument in lieu of foreclosure under a deed of trust of any lender secured by the Project in accordance with Paragraph 9 (but that is not an arrangement as specified in Paragraph 9 above). Also, a “Transfer” does not include the sale, transfer, conveyance, or other disposition of a majority interest in the Project Owner during the initial 15-year Compliance Period to a person owned and controlled, directly or indirectly, by the transferor as long as notice of such sale, transfer, conveyance or other disposition is provided to Utah Housing pursuant to Paragraph 12.c.i.

b. Partial Disposition of Building Prohibited. Pursuant to IRC § 42(h)(6)(B)(iii), the Project Owner shall not Transfer a portion of a building to which this Agreement applies to any person, unless all of the building to which this Agreement applies is Transferred to such person (a “Transferee”). To the extent that the Project Owner proposes to Transfer all of a building to which this Agreement applies, the Project Owner must comply with the Permitted Transfer rules in Paragraph 12.c.

c. Permitted Transfer. If any person proposes to make a Transfer at any time after the expiration of the last Credit Period (as such term is defined in IRC § 42(f)(1)), the Project Owner agrees that no such Transfer shall occur without first providing notice and obtaining the written consent of Utah Housing, which consent shall not be unreasonably withheld subject to Paragraph 12.d.).

With respect to a Transfer of a majority interest in the Project Owner (either in a single transaction or in a series of transactions that result in a Transfer) which takes place prior to

the end of the Credit Period for the last building in the Project, the Project Owner shall provide notice to Utah Housing, but the consent of Utah Housing shall not be required.

i. Notice to Utah Housing. The Project Owner shall give written notice to Utah Housing of its intent to Transfer the Project as soon as possible but in any event at least sixty (60) days prior to the projected closing date of the proposed Transfer (the “**Transfer Notice**”). Such Transfer Notice shall be provided to Utah Housing on a form provided by Utah Housing. In the event that such form is incomplete or if Utah Housing requires any additional information, the Project Owner and/or the proposed Transferee shall submit a supplemental form containing such additional information within three (3) business days of Utah Housing’s request for such additional information.

ii. Relevant Factors. In exercising its right to reasonably withhold its consent to a Transfer as provided above, Utah Housing will consider factors in aggregate relevant to such Transfer, such as: (1) the multifamily experience of the proposed Transferee (years of ownership, number of properties, property types and use), (2) the financial strength of the proposed Transferee (net worth and liquidity to determine if the proposed Transferee can weather market downturns impacting property cash flows and unexpected costs of the Project), (3) the proposed Transferee’s contingent liabilities (and if they could materially weaken the proposed Transferee’s financial strength), (4) whether projected available cash flow is sufficient to achieve a debt service coverage ratio of at least 1.20, and if there are adequate reserves established, (5) whether the proposed Transferee’s property management company has experience and reputation with Section 42 compliance, (6) the current condition of the Project, as evidenced by such third party reports as deemed appropriate by Utah Housing, and the sources and uses of funds proposed to address necessary capital improvements, (7) recent trends in the Project’s operations and financial performance, and (8) whether the legal and financial structure of the proposed Transferee and its principals may create any issues or problems in enforcing the Project Owner’s obligations hereunder.

iii. Written Consent. Utah Housing shall endeavor to provide written consent or denial of the proposed Transfer to the Project Owner no later than thirty (30) days after the Project Owner and/or the proposed Transferee have submitted all of the information required by Utah Housing.

Further, the (i) exercise by 1581 Millcreek Drive GP LLC, a Utah limited liability company (the “Managing Member”), as the managing member of the Project Owner (or a successor to, or an affiliate of, such Managing Member approved in writing by Utah Housing), of the purchase option granted to Managing Member in Paragraph 1 of that certain Purchase Option Agreement of even date herewith (the “Purchase Option Agreement”), (ii) exercise by USA Institutional 1581 Cooperative LLC, a Delaware limited liability company (the “Investor Member”), as the investor member of Project Owner (or a successor to the Investor Member approved by Utah Housing), of the “Put

Option” set forth in Paragraph 3 of the Purchase Option Agreement, or (iii) exercise by the Managing Member of the Call Option, as set forth in Paragraph 3(b) of the Purchase Option Agreement, shall not require the consent of Utah Housing or trigger the Option set forth below.

d. Utah Housing Purchase Option. During the period commencing five (5) years before the expiration of the extended use period and ending two (2) years after the expiration of the extended use period (the “**Option Period**”), the Project Owner grants Utah Housing or its assignee or designee (provided such assignee or designee is an entity formed by Utah Housing in accordance with Utah Code §63H-8-301(20)) the exclusive right to purchase the Project or interest in the Project Owner on the terms and conditions set forth in this Paragraph 12.d (the “**Option**”). The Option shall only be effective upon receipt by Utah Housing of the Transfer Notice during the Option Period. Notwithstanding anything to the contrary herein, the Option shall not be triggered upon (i) a foreclosure or instrument in lieu of foreclosure under a deed of trust of any lender secured by the Project in accordance with Paragraph 9 (but that is not an arrangement as specified in Paragraph 9 above), or (ii) the sale, transfer, conveyance, or other disposition of a majority interest (or investor interest) in the Project Owner as long as notice of such sale, transfer, conveyance or other disposition is provided to Utah Housing.

Except as set forth herein, upon receipt of the Transfer Notice, Utah Housing may, in its sole discretion exercise the Option by delivering written notice to the Project Owner of Utah Housing’s election to purchase the Project or interest in the Project Owner (“**Notice of Exercise**”), which Notice of Exercise shall be made no later than sixty (60) days following receipt of the Transfer Notice (“**Notice of Exercise Period**”). The purchase shall occur within six (6) months following receipt of the Project Owner of the Notice of Exercise, unless such period is extended by mutual agreement of Utah Housing and the Project Owner (the “**Closing Period**”). Failure by Utah Housing to complete the purchase within the Closing Period will terminate the Option with respect to the proposed Transfer set forth in the Transfer Notice. At the closing, Utah Housing shall pay the greater of (i) the purchase price offered by the Transferee as set forth in the Transfer Notice, or (ii) the Fair Market Value of the Project or interest of the Project Owner, as applicable, which shall be paid by Utah Housing to the Project Owner by assumption of outstanding indebtedness and otherwise in cash or immediately available funds. The parties shall work together to obtain any necessary consents to effectuate such sale. Any costs of fees associated with the assumption of any outstanding indebtedness shall be added to the Fair Market Value of the Project or included in such assumption of indebtedness and paid by Utah Housing. Failure by Utah Housing to provide the Notice of Exercise within the Notice of Exercise Period will terminate the Option with respect to the proposed Transfer set forth in the Transfer Notice. In addition, if Utah Housing does not provide the Notice of Exercise within the Notice of Exercise Period and the proposed Transfer as set forth in the Transfer Notice is subsequently completed in due course, the Option will terminate and be of no further force and effect with respect to any subsequent Transfers of the Project.

The "Fair Market Value" of the Project or interest in the Project Owner, as applicable, shall be determined by mutual agreement of the parties or, in the absence of such agreement within thirty (30) days of the Notice of Exercise, as follows. Utah Housing and the Project Owner shall select a mutually acceptable appraiser who shall determine the fair market value of the Project or interest in the Project Owner, as applicable. The appraisal shall take into account any title restrictions and the requirement that the Project remain dedicated for the use of low income households pursuant to any restrictions under any loan agreements or regulatory agreements for the duration of such restrictions. In the event the parties are unable to agree upon an appraiser within fourteen (14) days of the election of an appraisal by either party, Utah Housing and the Project Owner shall each select an appraiser. If a party does not appoint an appraiser within seven (7) days thereof, the single appraiser appointed by the other party shall be the sole appraiser and shall determine the Fair Market Value of the Project or interest in the Project Owner, as applicable. If two appraisers are selected, and if the difference between the two appraisals is within ten percent (10%) of the lower of the two appraisals, the fair market value shall be the average of the two appraisals. If the difference between the two appraisals is greater than ten percent (10%) of the lower of the two appraisals, then the two appraisers shall jointly select a third appraiser. If the two appraisers are unable jointly to select a third appraiser, either Utah Housing or the Project Owner may, upon written notice to the other, request that the appointment be made by the American Arbitration Association or its designee. If the third appraisal is less than either of the first two, then fair market value shall be the average of the two lowest appraisals. If the third appraisal is greater than the first two, then fair market value shall be the average of the two highest appraisals. If the third appraisal falls between the previous two appraisals, the fair market value shall be the value established by the third appraisal. Utah Housing and the Project Owner shall share the cost equally of any appraiser jointly selected or shall pay the costs of the appraiser they each select and shall share the cost equally of any third appraiser. Any appraiser selected pursuant to this Section shall be an M.A.I. appraiser with at least five (5) years of experience in valuing income-restricted multifamily rental property and partnership interests or membership interests, as applicable, in a single purpose limited partnership or single purpose limited liability company in the State of Utah.

Upon receipt of the greater of (i) the purchase price offered by the Transferee as set forth in the Transfer Notice, or (ii) the Fair Market Value of the Project or interest of the Project Owner, as applicable, the Project Owner shall transfer either the Project, or the interest in the Project Owner, as agreed to by the parties in connection with any such sale, to Utah Housing or its assignee or designee (provided such assignee or designee is an entity formed by Utah Housing in accordance with Utah Code §63H-8-301(20)), free and clear of any liens, charges, encumbrances or interests of any third party and shall execute or cause to be executed any documents required to fully transfer such Project or interest in the Project Owner. As of the effective date of such closing, if the closing involves the transfer of a partnership interest or LLC interest, the transferring partner or member, as applicable, shall withdraw from the Project Owner and shall have no further interest in or obligation to the Project Owner, and, if required by the Uniform Act, Utah Housing shall promptly file an

amendment to the to the organizational documents of Project Owner reflecting the withdrawal of the transferring partner or member, as applicable.

13. Rent and Income Limits. The Project Owner agrees that 144 units of the Project will be leased, throughout the extended use period as set forth in paragraph 9 above, (i) for a maximum monthly rental fee which is affordable to the tenants residing therein (as calculated below), and (ii) to individuals whose annual income (as defined under Section 8 of the United States Housing Act of 1937), aggregated for all individuals residing in a given unit, does not exceed, the percentages set forth below of the area median income for the county in which the unit is located:

<u>Units</u>	<u>Type</u>	<u>Income Limits</u>
1	3 bedroom, 2 bath unit	80% of area median income
1	2 bedroom, 1 bath unit	80% of area median income
6	3 bedroom, 2 bath units	70% of area median income
6	2 bedroom, 1 bath units	70% of area median income
21	3 bedroom, 2 bath units	60% of area median income
21	2 bedroom, 1 bath units	60% of area median income
73	1 bedroom, 1 bath units	60% of area median income
6	3 bedroom, 2 bath units	50% of area median income
7	2 bedroom, 1 bath units	50% of area median income
1	3 bedroom, 2 bath unit	40% of area median income
1	2 bedroom, 1 bath unit	40% of area median income

For purposes of determining the affordability of monthly rental payments, the maximum monthly rental fee is calculated as follows:

a. First, multiply the monthly rent limit applicable to the unit as calculated by Utah Housing for the applicable year, based on bedroom size, based on 50% of area median income for the county in which the unit is located, by 2 (to arrive at a rental amount based on 100% of area median income);

b. Second, multiply the product derived in paragraph a above by the percentages set forth below:

<u>Units</u>	<u>Type</u>	<u>Rent Limits</u>
1	3 bedroom, 2 bath unit	80% of area median income
1	2 bedroom, 1 bath unit	80% of area median income
6	3 bedroom, 2 bath units	70% of area median income
6	2 bedroom, 1 bath units	70% of area median income
21	3 bedroom, 2 bath units	60% of area median income
21	2 bedroom, 1 bath units	60% of area median income

73	1 bedroom, 1 bath units	60% of area median income
6	3 bedroom, 2 bath units	50% of area median income
7	2 bedroom, 1 bath units	50% of area median income
1	3 bedroom, 2 bath unit	40% of area median income
1	2 bedroom, 1 bath unit	40% of area median income

For purposes of determining the maximum monthly rental fee pursuant to this paragraph, the maximum monthly rental fee amount shall include an allowance for tenant-paid utilities as provided in IRC § 42 or notices, regulations or revenue rulings issued or promulgated thereunder. Notwithstanding the foregoing, upon written approval from Utah Housing, the Project Owner may increase the maximum monthly rental fee or income limit applicable to tenants for any unit of the Project in an amount agreed to by Utah Housing, as Utah Housing shall decide in its sole discretion; however, under no circumstances may the maximum monthly rental fee or income limit applicable to tenants for any given unit of the Project exceed the rent or income limits established under IRC § 42.

14. Restrictive Covenants. The Project Owner intends, declares and covenants that the covenants, terms, provisions and restrictions set forth in this Agreement shall run with the land and shall bind, and the benefits and burdens shall inure to, the Project Owner and Utah Housing, and their respective successors and assigns, and all subsequent owners of the Project or any interest therein, for the duration of the extended use period set forth in paragraph 9 above; provided, however, that the extended use period shall be terminated by a foreclosure or deed in lieu, unless the foreclosure or deed in lieu is an arrangement as specified in paragraph 9 above. Except as otherwise provided in paragraph 10 above, upon the termination of the extended use period this Agreement shall be deemed terminated and of no further force and effect, and Utah Housing shall execute a release for recordation purposes if so requested by the then owner of the Project (which shall be subject to the requirements during the three year period specified in paragraph 10 above as provided therein).

15. Recordation. This Agreement shall be placed of record in the real property records of the county in which the Project is located.

16. Enforcement. All of the terms, provisions and restrictions of the Agreement may be enforced by Utah Housing. In addition, Utah Housing and the Project Owner acknowledge and agree that any individual who meets the income limitations applicable to the Project under IRC § 42(g) (whether a prospective, present, or former occupant of the Project) has the right to enforce in any Utah state court the requirements and conditions of this Agreement.

17. Section 8 Tenants. The Project Owner shall not refuse to lease any unit of the Project to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.

18. Changes to IRC § 42 or UCA §§ 59-7-607 and 59-10-1010. Utah Housing and the Project Owner recognize that the provisions of IRC § 42 and UCA §§ 59-7-607 and 59-10-1010 may

be amended from time to time. The Project Owner agrees to maintain the Project in compliance and conformity with the requirements of IRC § 42 and UCA §§ 59-7-607 and 59-10-1010, and the regulations issued thereunder, as the same are amended from time to time. However, if in the opinion of Utah Housing subsequent revisions to IRC § 42 or UCA §§ 59-7-607 and 59-10-1010 are so substantial as to necessitate amendment of this Agreement, this Agreement may be amended to reflect such changes in the law governing the low-income housing tax credit program. In such case, this Agreement shall be amended only by written instrument executed by the parties hereto.

19. Notices. All notices to be given to Utah Housing or to the Project Owner pursuant to this Agreement shall be in writing and shall be mailed, by first class, postage prepaid or sent by nationally recognized overnight delivery service, to the parties at the addresses set forth below:

to Utah Housing: President
 Utah Housing Corporation
 2479 S. Lake Park Blvd.
 West Valley City, Utah 84120

to the Project Owner: The Collaborative 1581 Phase 1 LLC
 380 W. 800 S., Suite #300
 Salt Lake City, Utah 84101

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, and where applicable, the laws of the United States of America.

21. Representations. The Project Owner hereby warrants and represents to Utah Housing as follows:

- a. The Project is located upon the real property described in Exhibit "A" attached hereto;
- b. The Project Owner has the authority and power to execute, deliver and have recorded this Agreement;
- c. The individuals signing on behalf of the Project Owner are duly authorized, empowered and have the authority to bind the Project Owner to the terms and conditions of this Agreement.

Utah Housing hereby warrants and represents to the Project Owner as follows:

- d. Utah Housing has the authority and power to execute, deliver and have recorded this Agreement;

e. The individuals signing on behalf of Utah Housing are duly authorized, empowered and have the authority to bind Utah Housing to the terms and conditions of this Agreement.

22. Attorneys' Fees. In any action or defense associated with this Agreement, the prevailing party shall be reimbursed by the non-prevailing party for the costs, including attorneys' fees, incurred by the prevailing party in that action or defense.

23. Recitals. The recitals are hereby incorporated into this Agreement.

24. Waiver. No action or failure to act by the parties shall constitute a waiver of any right or duty afforded any party under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach hereunder, except as may be specifically agreed to in writing. A waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

25. Modifications and Integration. This Agreement may only be modified by a writing signed by all of the parties hereto. This Agreement constitutes the entire agreement of the parties with respect to the subject matter addressed herein. No other agreements, oral or written, pertaining to the matters herein exist between the parties. This Agreement hereby supersedes any other agreement between the parties respecting the subject matter addressed herein.

26. Annual Certification. The Project Owner shall, in a form designed by Utah Housing, annually certify to Utah Housing its compliance with all the provisions of this Agreement and IRC § 42 and regulations issued thereunder.

27. Definitions. All words, definitions and terms used in this Agreement that are defined or set forth in IRC § 42 shall have the meanings given in IRC § 42.

28. Counterparts. This Agreement may be executed by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

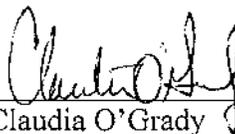
29. Severability. If any provision of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of the Agreement and the application of such provisions to any other party or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

30. Headings. Titles or headings to the sections of this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement.

[Remainder of page intentionally left blank; signature pages follow.]

"UTAH HOUSING"

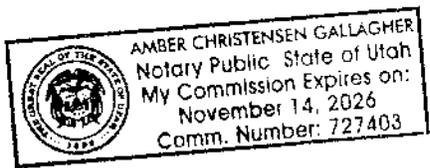
UTAH HOUSING CORPORATION,
a Utah public corporation



By: Claudia O'Grady
Its: Vice President, Multifamily
Finance & Development

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 18th day of December, 2025, by Claudia O'Grady, Vice President, Multifamily Finance & Development, Utah Housing Corporation, a Utah public corporation.



NOTARY PUBLIC
Residing at: Salt Lake City
My commission expires: 11/14/2026

LEGAL DESCRIPTION

Order No.: FTUT2503339-SJ

For APN/Parcel ID(s): 01-0017-0011

Parcel 1:

Beginning at a point being on the Easterly right-of-way of Mill Creek Drive, said point being South 57°07'20" East 606.73 feet from the Northwest Corner of Section 17, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and proceeding thence North 89°58'11" East 548.42 feet; thence South 22°28'47" West 137.83 feet; thence South 33°04'15" West 159.34 feet; thence South 15°15'55" East 264.03 feet; thence South 64°52'12" West 28.52 feet; thence South 52°04'06" West 164.16 feet; thence South 07°01'58" West 15.74 feet; thence South 37°55'54" East 93.63 feet; thence South 52°21'58" West 82.37 feet; thence North 37°55'54" West 295.91 feet; thence North 13°48'54" West 550.63 feet to the point of beginning.

Parcel 1A:

Easement for Grading including completing, maintaining and repairing Grading Work, as set forth in the Agreement recorded November 14, 2025 as Entry No. 557123, in the Grand County Recorder's office, subject to the terms, provisions, conditions and obligations contained therein.

For informational purposes only: Tax ID No. 01-0017-0011, 1581 Mill Creek Drive, Moab, UT 84532

Michael A. Black, AICP
City Manager
City of Moab

Dear Mr. Black,

On behalf of The Collaborative 1581 Phase 1 LLC, the applicant, we respectfully submit this letter requesting approval of an impact fee waiver pursuant to the City of Moab's recently adopted Affordable Housing Partnership Policy and Impact Fee Assistance Program.

The proposed project is an affordable housing development intended to serve Moab's local workforce and aligns directly with the goals and eligibility criteria established under the adopted policy. The project has recorded affordability restrictions in place, and the recorded document previously provided satisfies all remaining documentation requirements for affordability compliance under the program.

Approval of the requested impact fee waiver is essential to the financial feasibility of the project and will directly support the City's stated objective of increasing the supply of long-term affordable housing within the community. The waiver will allow the project to proceed as planned while preserving deep affordability and long-term compliance.

We appreciate the City of Moab's leadership and partnership in addressing local housing needs and respectfully request that this waiver be considered for approval at next week's meeting. Please let us know if any additional information is required.

Thank you for your time and consideration.

Sincerely,



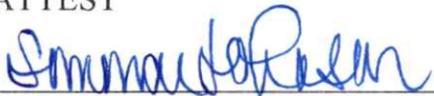
Jake Williams
Managing Member
The Collaborative 1581 Phase 1 LLC

SUMMARY OF
MOAB CITY
ORDINANCE NO. 2025-17

On December 9, 2025, the Moab City Council enacted Ordinance No. 2025-17, An Ordinance of the Moab City Council Establishing the Affordable Housing Partnership Policy and Impact Fee Assistance Program to Support Affordable Housing Developments in Moab.


By: Joette Langianese, Mayor

ATTEST


Sommar Johnson, Recorder

Voting:

Council Member Wojciechowski voting AYE
Council Member Topper voting AYE
Council Member Knuteson-Boyd voting AYE
Council Member Myers voting ABUSE
Council Member Taylor voting AYE

A complete copy of Ordinance No. 2025-17 is available in the Moab City offices located at 217 E. Center Street, Moab, UT 84532.

CITY OF MOAB ORDINANCE NO. 2025-17

AN ORDINANCE OF THE MOAB CITY COUNCIL ESTABLISHING THE AFFORDABLE HOUSING PARTNERSHIP POLICY AND IMPACT FEE ASSISTANCE PROGRAM TO SUPPORT AFFORDABLE HOUSING DEVELOPMENT IN MOAB

WHEREAS, Utah Code § 10-8-84 authorizes the City Council for the City of Moab (the “City”) to enact ordinances, rules, and regulations “as are necessary and proper to provide for the “safety and [to] preserve the health, and promote the prosperity of its inhabitants;” and

WHEREAS, the City has established the Workforce Assured Housing Ordinance and the Housing Fund (collectively, the “**Housing Fund**”), which consists of fees the City has collected from developers to promote the development of affordable housing within the City; and

WHEREAS, under Moab Municipal Code (“**MMC**”) § 17.69.040, the City will use proceeds from the Housing Fund “for the acquisition, construction, maintenance, management, or development of affordable housing;” and

WHEREAS, the City has found that partnering with local developers who are willing to develop, dedicate, and manage affordable housing developments on a long-term basis represents an effective and sustainable use of Fund resources to promote affordable housing directly benefiting citizens of Moab; and

WHEREAS, collaboration between the City and these developers, including measures to reduce impact fee costs, may significantly increase the feasibility and production of affordable housing within the community by private and non-profit developers; and

WHEREAS, the 2023 Moab Area Affordable Housing Plan establishes a goal to “identify funding streams to encourage affordable housing development;” and

WHEREAS, MMC § 17.69.110 authorizes the City Council to “waive all or part of the impact fees otherwise payable in connection with affordable housing units” developed in accordance with MMC Chapter 17.69, and that “[a]ny waiver will be vested in the discretion of the City Council based on the merits of the application in attaining the affordability goals” of Chapter 17.69; and

WHEREAS, MMC § 13.25.090 sets forth the process the City uses to review and approve applications that request impact fee waivers, including waivers for “affordable or low-income housing by nonprofit and for-profit entities;” and

WHEREAS, the City Council desires to establish a formal and unified policy framework to: (i) guide its consideration of impact fee waiver requests under MMC §§13.25.090, 17.69.040, 17.69.110; and (ii) the City’s use of the Housing Fund to provide impact fee waivers for qualified affordable housing developments in accordance with the MMC and the City’s affordable housing goals.

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

1. Adoption. The Affordable Housing Partnership Policy and Impact Fee Assistance Program (the “**Policy**”) attached to this Ordinance is enacted.

2. Severability. If a court of competent jurisdiction declares any section, clause, or portion of this Ordinance to be invalid, the remainder will not be affected and will remain in full force and effect.

3. Direction to Staff. City staff, under the direction of the City Manager, are authorized and directed to: (i) make such non-substantive changes and to take such other actions required to finalize, post, and publish this Ordinance; and (ii) to prepare any administrative forms, including any forms, applications or contracts, that may be needed to implement and administer this Ordinance and the Policy.

4. Effective Date. This Ordinance and the Policy will take effect upon the posting of this Ordinance pursuant to Utah Code § 10-3-712.

PASSED AND ADOPTED by a majority of the City Council this 9th day of December, 2025.

MOAB CITY COUNCIL


By: Joette Langianese, Mayor

ATTEST


Sommar Johnson, Recorder

(Complete as Applicable)

Date ordinance summary was posted to the Moab City website, the Utah Public Notice website, and in a public place within Moab City per Utah Code §10-3-711: JANUARY 26, 2026

Effective date of ordinance: JANUARY 26, 2026

CITY OF MOAB

AFFORDABLE HOUSING PARTNERSHIP POLICY AND IMPACT FEE ASSISTANCE PROGRAM

Effective January 26, 2026

The City of Moab supports and encourages partnerships between the City and qualified local developers to advance affordable housing s. The City Council authorizes the use of the Workforce Assured Housing Fund (“**Housing Fund**”) as a revolving fund to provide impact fee waivers (“**Waivers**”) support eligible affordable housing partnerships, consistent with this policy.

Section 1. Policy Adoption

The following policy is hereby adopted as the City’s Affordable Housing Partnership Policy and Impact Fee Assistance Program (the “**Policy**”).

Section 2. Purpose and Intent

The intent of this Policy is to strategically leverage the Housing Fund resources to incentivize the development and long-term availability of affordable housing in the City.

The Housing Fund is a finite resource, and the use of these funds without repayment will reduce the Fund’s balance and limit the long-term effectiveness of this Policy in supporting affordable housing project within the City.

The Policy serves as the guiding framework the City will follow when reviewing and considering applications for Waivers for qualifying affordable housing developments.

Section 3. Eligibility

To qualify for consideration of Waivers, a developer or applicant must meet the following basic requirements first:

- A. The affordable housing development must be located within the incorporated boundaries of the City and be subject to impact fees owed to the City;
- B. The affordable housing development developer must “designate” all Affordable Housing Units, as defined in Section 9 of this Policy;
- C. Waivers will only be considered for Designated Affordable Housing Units and will not be applied to market rate units; and
- D. The developer and/or owner of the affordable housing project must be in good standing with the City, with no outstanding violations, unpaid fees, or compliance issues.

Section 4. Impact Fees Generally

Impact fees are collected by the City to offset the infrastructure impacts of new development, ensuring that growth contributes its fair and proportional share to the cost of public facilities and services. These fees are essential to maintaining the City's ability to provide reliable utility, transportation, and public infrastructure as the community expands.

Section 5. Authority

Moab Municipal Code ("MMC") § 17.69.040.C ("Fee in Lieu of Construction") authorizes the City to use proceeds from the Housing Fund "for the acquisition, construction, maintenance, management, or development of affordable housing."

MMC § 17.69.110 ("Impact Fee Waiver") further authorizes the City Council to "waive all or part of the impact fees otherwise payable in connection with affordable housing units" developed in accordance with Chapter 17.69 of the MMC. It also requires that "[a]ny [W]aiver will be vested in the discretion of the City Council based on the merits of the application in attaining the affordability goals" of Chapter 17.69 of the MMC.

Similarly, MMC §13.25.090 ("Extraordinary Adjustments") authorizes the City Council to waive all or a portion of impact fees for affordable housing projects that serve a broad public or charitable purpose, including the creation of affordable or low-income housing by nonprofit and for-profit entities. This section also sets forth the process developers must follow when applying for a Waiver.

This Policy is therefore established to provide clear guidance and criteria for the City's consideration of Waivers related to affordable housing developments. Its intent is to ensure that these financial adjustments are applied consistently, transparently, and in a manner that advances the City's long-term affordable housing goals while maintaining fiscal responsibility and infrastructure sustainability.

Section 5. Impact Fee Waiver Applications

Pursuant to MMC §§ 13.25.090 and 17.69.110, a developer may request a Waiver of all or part of the impact fees owed to the City for an affordable housing project, including impact fees owed for water, sewer, storm drain, and/or transportation systems.

A. Impact Fee Waiver Application Requirements

When applying for a Waiver, developers must comply with MMC § 13.25.090.D by submitting a written application to the City Council prior to connecting to City services. The application must contain the following:

- 1) A description of the affordable housing project and its purpose, together with the developer's nonprofit tax identification number (if applicable);

- 2) A statement of the reasons why a Waiver is appropriate and in the public interest;
- 3) Proof that the affordable housing project will support the affordability goals of MMC Chapter 17.69.100, including proof that the development will meet affordable housing cost criteria, as established from time to time by City housing studies;
- 4) The fee amount requested to be waived and such other relevant information as may be requested by the City Council; and
- 5) Any other reasonable information the City Manager or their designee may request to process or review the application.

B. City Manager Review of Applications

The City Manager, or their designee, will review all applications to determine whether the application is complete. If an application is incomplete, the City Manager or their designee will notify the application in writing of the information they need to submit for an application to be considered complete.

The City Manager will provide a recommendation to the City Council for each complete application that requests a Waiver for an affordable housing project. Each recommendation will include an opinion from the City Manager as to whether the application and development satisfy the requirements of this Policy. In making a recommendation to the City Council, the City Manager will perform the calculations required under Section 6 of this Policy.

C. City Council Action on Applications

When acting on an application for the Waiver for affordable housing, the City Council will consider the recommendation the City Manager issues under Section 5.B and will use the criteria set forth in this Policy in determining whether to approve or deny applications, in whole or in part. When considering an application, the City Council will consider whether:

- 1) The application includes the above information required under Section 5.A of this Policy;
- 2) The affordable housing development meets the eligibility requirements outlined in Section 3 of this Policy;
- 3) The affordable housing project will support the affordability goals of MMC Chapter 17.69 and the City's affordable housing cost criteria, as established from time to time by City housing studies;
- 4) The waiver amount complies with Section 6 of this Policy;

- 5) The Housing Fund has sufficient resources, pursuant to Section 8 of this Policy, to offset any waived fees; and
- 6) The Applicant has met all the requirements and criteria of this Policy.

Pursuant to MMC § 13.25.090.D.2, any aggrieved party may seek judicial review of a decision the City Council makes under this Section in accordance with MMC § 13.25.100.

Section 6. Impact Fee Waiver Matrix

A. Incorporation of Matrix - The City will calculate the amount of any Waiver available to an applicant or project in accordance with the Impact Fee Waiver Matrix, attached hereto as Attachment A and incorporated by reference (the “**Matrix**”).

B. Maximum and Minimum Waiver Amounts –

- 1) The Matrix is structured to allow for a maximum possible Waiver of one thousand dollars (\$1,000.00) per qualifying Affordable Housing Unit when the unit is subject to:
 - i. A recorded restrictive deed with a minimum term of fifty (50) years; and
 - ii. An occupancy restriction for extremely low-income households, defined as households earning less than thirty percent (30%) of AMI.
- 2) As the term of the restrictive deed decreases and/or the applicable income restriction level increases, the eligible impact fee waiver will reduce proportionally to a minimum Waiver of two hundred fifty dollars (\$250.00) per qualifying Affordable Housing Unit, as calculated pursuant to the Matrix.

C. Impact Fee Waiver Calculation

- 1) When calculating the Waiver percentage, the City will use the Matrix to assign points to each qualifying Affordable Housing Unit based upon:
 - i. *Deed Restriction Term (Years)*. The number of years the restrictive deed is recorded against the property restricting the Affordable Housing Unit for occupancy by income-qualified households; and
 - ii. *AMI Designation*. The AMI level applicable to the Affordable Housing Unit (or, where applicable, the average AMI across Affordable Housing Units as

specified in the Matrix) for the duration of the corresponding deed restriction term.

2) After assigning points to the categories listed in Subsection 6.C.(1), the City will then calculate the Waiver percentage as follows:

- i. Add the points earned in Subsections 6.C(1)(i) and 6.C(1)(ii) to determine the total points earned;
- ii. Divide the total points earned by the total points possible identified in the Matrix to determine the Waiver percentage; and
- iii. Multiply the Waiver percentage by the maximum Waiver amount in Subsection B(1) to determine the dollar amount of the Waiver for the Affordable Housing Unit.

3) Example 1 (illustrative only):

- i. 50-year deed restriction = 1 point
- ii. <30% AMI = 1 point
- iii. Total Points Earned = 2
- iv. Total Points Possible = 2
- v. Waiver Percentage = $2 \div 2 = 1.00$ (100%)
- vi. Dollar Amount of Potential Waiver = $1.00 \times \$1,000.00 = \$1,000.00$

4) Example 2 (illustrative only):

- i. 40-year deed restriction = .75 points
- ii. 65% AMI = .50 points
- iii. Total Points Earned = 1.25
- iv. Total Points Possible = 2
- v. Waiver Percentage = $1.25 \div 2 = .625$ (62.5%)
- vi. Dollar Amount of Potential Waiver = $.625 \times \$1,000.00 = \625.00

Section 7. Contracts and Forms

Developers must execute a contract with the City as a precondition for receiving a Waiver that the City Council has approved. All contracts must include a requirement that the developer, or applicable property owner record a deed restriction that designates the applicable Affordable Housing Units that are the subject of a Waiver. The City Manager is authorized to develop, negotiate, and execute all contracts required under this Policy.

Section 8. Program Review and Reporting

City staff will provide an annual report to the City Council summarizing the number and type of affordable housing developments that have applied and received Waivers, the total amount of Housing Fund expenditures and repayments, and the number of Affordable Housing Units created or preserved. The City Council will review this Policy periodically to ensure fiscal sustainability and alignment with community housing goals.

Section 9. Definitions

The below definitions will apply to this Policy, in addition to any other applicable definitions of the MMC, including MMC §§ 13.25.010 and 17.69.020. If a conflict arises between the below definitions and a definition found in the MMC, the below definitions will govern.

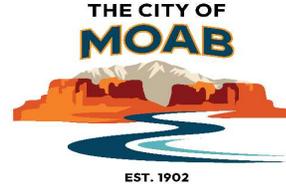
- 1) *Affordable Housing Project*: A residential development that contains deed-restricted Affordable Housing Units.
- 2) *Affordable Housing Unit*: A residential unit available for purchase or rent by households earning up to 120% of the AMI for Grand County, Utah.
- 3) *AMI*: Area Median Income of Grand County, Utah, as determined by the U.S. Department of Housing and Urban Development (HUD).
- 4) *Designated*: To record a restrictive deed on the property enforceable by the City that ensures designated Affordable Housing Units remain so for a period between 10 to 50 or more years.
- 5) *Developer*: the owner or authorized representative of the property or Affordable Housing Project.
- 6) *Matrix*: The impact fee waiver calculation formula set forth in Attachment A of this Policy.
- 7) *Waiver*: The forgiveness of all or part of impact fees owed to the City consistent with Section 6 of this Policy.

AFFORDABLE HOUSING PARTNERSHIP POLICY AND IMPACT FEE ASSISTANCE PROGRAM

ATTACHMENT A – IMPACT FEE WAIVER MATRIX

	DEED RESTRICTION In YEARS					AREA MEDIAN INCOME (AVERAGE)					IMPACT FEE WAIVER PER UNIT	TOTAL IMPACT FEE WAIVER	
	YEARS				TOTAL UNITS	AMI AVG. (IN-RANGE)				PTS AVAILABLE			
	>50	30-49	20-29	10-19		<30% EXREMELY LOW	30%-59% VERY LOW	60%-79% LOW-INCOME	80%-120% MODERATE INCOME				
Impact Fee Waiver Total Available	POINTS AVAILABLE	YRS	YRS	YRS	YRS	PTS AVAILABLE	1	0.75	0.5	0.25			
Example 1: Housing Unit(s) \$ 1,000.00	1				1	X					\$ 1,000.00	\$ 1,000.00	
Example 2: Housing Unit(s) \$ 1,000.00	1	1			1			X			\$ 625.00	\$ 625.00	
TOTAL UNITS		1	1	0	0								
		TOTAL UNITS				2						GRAND TOTAL	\$ 1,625.00

Water and Sewer Utility Fee Assessment



Moab City Finance
Department
(435) 259-5123

finance@moabcity.org

Applicant Name	Service Address	Construction Type
The Cooperative	1581 Mill Creek Dr.	New Construction

Use Type	Assessment Date	Location
Residential	10/7/2025	Outside City Limits

Total Impact and connection fees*	\$190,891.15
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*Fees do not include the labor and materials to complete any asphalt repairs. Owner/requester is responsible for completing work in accordance with City standards and is subject to final inspection by the City. Fees do not include actual installation costs of fire sprinkler connection and fire hydrant connection (billed separately after connection).

Comments:		New Connection?	Water Meter Size	Water Impact Fee Service Credit	Water Connection Fee	Water Impact Fee	Total Water Fees
		No		\$0.00	\$0.00	\$0.00	\$0.00
Use Type	Units Covered by Impact Fee	New Connection?	Connection Size	Sewer Impact Fee Service Credit	Sewer Connection Fee	Sewer Impact Fees	Total Sewer Fees
Multifamily, 2 bedrooms or Larger (residential unit)	72	No			\$0.00	\$97,991.00	\$97,991.00
Multifamily, 1 bedroom or smaller (residential unit)	72	No			\$0.00	\$54,864.00	\$54,864.00
						Developed Area	Total Storm Fee
						6.580	\$38,036.15