



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

**MOAB CITY COUNCIL  
MARCH 10, 2026 - \*\* EARLY START \*\*  
REGULAR MEETING - 5:30 P.M.**

City Council Chambers  
217 East Center Street  
Moab, Utah 84532

**1. Regular City Council Meeting - 5:30 p.m. EARLY START**

**1.1.** Call to Order and Pledge of Allegiance

**2. Strategic Plan Review and FY 2026/2027 Budget Workshop**

*Documents:*

*2026 3mar 10\_strategic plan budget agenda summary.pdf  
police 3.10.26.pdf  
sewer 3.10.26.pdf  
water 3.10.26.pdf*

**3. Public Comments (Limited to Three Minutes Per Person)**

**4. Department Update**

**4.1.** Citizen's Police Academy

*Documents:*

*mpd citizens academy flyer.pdf*

**5. Consent Agenda**

**5.1.** Approval of Minutes

February 24, 2026 - Regular Meeting

*Documents:*

**5.2.** Approval of Bills Against the City of Moab in the Amount of \$1,178,396.22

*Documents:*

*03-04-26 council consent.pdf*

*02-25-26 council consent.pdf*

**6. General Business**

**6.1.** Consideration of a Letter of Support for Grand County's Application to Improve Sand Flats Road and Develop a Separated Multi-Use Pathway

*Documents:*

*los for sand flats.pdf*

**6.2.** Consideration of a Contract Award to Civil Science in the Amount of \$144,600.00 for the Center Street Ballpark Redesign Project

*Documents:*

*agenda summary 2026 ballfields contract\_civil science.pdf*

*attachment 1\_ draft contract for services for the city of moab and civil science.pdf*

*attachment 2\_civil science - moab center st ballpark proposal - nov 13, 2025.pdf*

**6.3.** 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 reportimpact 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*

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

*Documents:*

*city council staff reportimpact fee waiver policy 1581.pdf*

*declaration of cov. recorded.pdf*

*1581 impact fee waiver request.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 the Purchase, Exchange, or Lease of Real Property

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

**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](http://www.moabcity.org)



**TITLE:** FY27 Strategic Plan Review and Budget Workshop

**DISPOSITION:** Workshop, no action

**PRESENTER:** Michael Black, City Manager  
Alexi Lamm, Director of Strategic Initiatives and Sustainability

**ATTACHMENTS:** Public Safety, Water and Sewer Draft FY 26/27 Budget

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## BACKGROUND:

### STRATEGIC PLAN:

Each year, as part of the annual budgeting process, the City develops a Strategic Plan that informs priorities for the budget. The City Council approves the Strategic Plan and subsequently adopts the operating budget in accordance with Utah Code 10-6-111.

In January, the City Council began discussion of the Fiscal Year 2027 (FY27) Strategic Plan. The long-term general plan, other adopted plans, studies, and current opportunities and challenges inform the plan's goals. The Strategic Plan aligns departmental initiatives and budget decisions with the Council's direction.

As part of this process, the City Council will hold two workshops. The March 10 workshop will include presentations from Utilities, the Police Department, and Parks, Recreation and Trails. Public Works, Community Development, and Administration are slated for March 24.

This workshop will provide the City Council with summary of goals and actions discussed for the FY27 Strategic Plan with the objective of distilling the list to the top priorities for FY27. Following this workshop, staff will prepare a full, formatted version of the Strategic Plan, reflecting Council feedback. The Council may consider adoption of the Plan on March 24. A public hearing for the tentative budget is planned for April 14.

### DRAFT BUDGET REVIEW:

At the upcoming City Council meeting, we will review the **Public Safety** and **Utilities** department budgets. A draft spreadsheet for each department has been included in the meeting packet.

Department heads will provide brief presentations, and Human Resources and the City Manager's Office will present an overview of personnel considerations and projected revenues for the upcoming fiscal year.

Please note that these budgets are preliminary and subject to change as staff continues refining projections and calculations for the next fiscal year.





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**RELEVANT LAWS & ADOPTED PLANS:**

Utah law requires municipalities to have a long-range general plan. The strategic plan is a short-term tool to ensure the City is meeting its long-term goals each year in the budgeting process.

**RESPONSIBLE DEPARTMENT:**

Administration

**FISCAL IMPACT:**

The Strategic Plan guides the City's priorities and budget, but it does not impact the city fiscally independent of its influence on the City's projects and priorities.

**FISCAL YEAR 2027 - DRAFT ANNUAL BUDGET - MARCH 10, 2026 CITY COUNCIL WORKSHOP**

**Description**

| <b>Public safety</b>                       | <b>2024 Actual</b>  | <b>2025 Actual</b>  | <b>2026 Year-to-Date<br/>Actual</b> | <b>2026 Approved<br/>Budget</b> | <b>2027 Department<br/>Request</b> | <b>% Change - FY 27/FY<br/>26</b> |
|--------------------------------------------|---------------------|---------------------|-------------------------------------|---------------------------------|------------------------------------|-----------------------------------|
| <b>Police</b>                              |                     |                     |                                     |                                 |                                    |                                   |
| 421-509 - Police GRANT SHIFTS              | -                   | -                   | -                                   | -                               | 175,000.00                         | N/A                               |
| 421-510 - Police SALARIES                  | 2,191,830.23        | 2,304,226.64        | 1,600,691.72                        | 2,353,902.00                    | 2,448,299.00                       | 104.01%                           |
| 421-511 - Police MOVIE\SECURITY WAGES      | -                   | -                   | 1,461.79                            | -                               | 200,000.00                         | N/A                               |
| 421-512 - Police FUTURE LIABILITY          | -                   | -                   | -                                   | 198,816.00                      | 204,383.00                         | 102.80%                           |
| 421-513 - Police BENEFITS                  | 1,143,487.26        | 1,217,927.87        | 910,601.68                          | 1,463,240.04                    | 1,691,715.00                       | 115.61%                           |
| 421-514 - Police UNIFORM ALLOWANCE         | 10,705.30           | 17,453.67           | 10,185.91                           | 25,000.00                       | 23,000.00                          | 92.00%                            |
| 421-515 - Police OVERTIME                  | 92,878.83           | 64,963.45           | 15,419.31                           | 80,000.00                       | 80,000.00                          | 100.00%                           |
| 421-516 - Police UNEMPLOYMENT              | 7,591.96            | -                   | 4,030.00                            | -                               | 10,000.00                          | N/A                               |
| 421-519 - Police LINE OF DUTY              | 106,000.00          | 105,500.00          | 72,000.00                           | 120,000.00                      | 120,000.00                         | 100.00%                           |
| 421-521 - Police SUBSCRIPTIONS             | 114,142.43          | 181,655.57          | 52,295.00                           | 200,000.00                      | 40,000.00                          | 20.00%                            |
| 421-522 - Police PUBLIC NOTICES            | -                   | -                   | -                                   | -                               | -                                  | N/A                               |
| 421-523 - Police TRAVEL\FOOD               | 16,696.29           | 16,480.46           | 9,957.28                            | 30,000.00                       | 28,000.00                          | 93.33%                            |
| 421-524 - Police OFFICE SUPPLIES           | 8,359.23            | 9,832.76            | 5,710.15                            | 8,000.00                        | 10,000.00                          | 125.00%                           |
| 421-525 - Police EQUIPMENT SUPPLIES/MAINT  | 107,436.05          | 97,224.67           | 22,723.51                           | 38,000.00                       | 56,000.00                          | 147.37%                           |
| 421-526 - Police BLDG/GRDS-SUPPL. & MAIN   | -                   | 15.00               | -                                   | -                               | -                                  | N/A                               |
| 421-528 - Police TELEPHONE                 | 21,133.73           | 12,437.44           | 16,540.59                           | 23,600.00                       | 30,000.00                          | 127.12%                           |
| 421-529 - Police EQUIPMENT RENTAL          | 11,185.90           | 5,961.68            | 5,231.60                            | 10,000.00                       | 10,000.00                          | 100.00%                           |
| 421-530 - Police FUEL                      | 75,495.55           | 73,704.06           | 40,303.96                           | 80,000.00                       | 80,000.00                          | 100.00%                           |
| 421-531 - Police PROFESSIONAL & TECHNICAL  | 71,793.57           | 50,654.92           | 16,475.99                           | 164,000.00                      | 250,000.00                         | 152.44%                           |
| 421-533 - Police EDUCATION                 | 10,194.99           | 12,268.97           | 3,507.59                            | 10,000.00                       | 10,000.00                          | 100.00%                           |
| 421-535 - Police OTHER                     | 13,266.23           | 3,725.96            | 3,041.43                            | 10,000.00                       | 10,000.00                          | 100.00%                           |
| 421-536 - Police DISPATCH SERVICES         | -                   | -                   | 232,270.29                          | 232,270.00                      | 143,000.00                         | 61.57%                            |
| 421-546 - Police SPECIAL DEPT SUPPLIES     | 28,448.91           | 17,616.89           | 30,736.62                           | 20,000.00                       | 20,000.00                          | 100.00%                           |
| 421-547 - Police COMMUNITY OUTREACH        | 2,733.68            | 3,414.41            | 436.14                              | 15,000.00                       | 15,000.00                          | 100.00%                           |
| 421-548 - Police VEST REPLACEMENT          | 2,083.35            | 408.88              | -                                   | 5,000.00                        | 7,000.00                           | 140.00%                           |
| 421-549 - Police INITIAL UNIFORM GEAR      | 18,788.85           | 11,172.59           | 5,909.04                            | 10,000.00                       | 10,000.00                          | 100.00%                           |
| 421-569 - Police VEHICLE LEASE PAYMENTS    | -                   | 17,537.98           | -                                   | -                               | -                                  | N/A                               |
| 421-572 - Police SPECIAL EVENTS            | 9,493.22            | 5,992.07            | -                                   | 5,000.00                        | 6,000.00                           | 120.00%                           |
| 421-574 - Police MACHINERY & EQUIPMENT     | 68,728.82           | 28,266.32           | 10,596.81                           | 25,000.00                       | 10,000.00                          | 40.00%                            |
| 421-575 - Police JAG GRANT EXPENSES        | 575.25              | 1,670.52            | -                                   | 1,671.00                        | -                                  | N/A                               |
| 421-600 - Police Lease liability principal | 61,369.08           | 168,679.85          | -                                   | -                               | -                                  | N/A                               |
| 421-601 - Police Lease liability interest  | 1,749.53            | 6,979.52            | -                                   | -                               | -                                  | N/A                               |
| <b>Total Police</b>                        | <b>4,196,168.24</b> | <b>4,435,772.15</b> | <b>3,070,126.41</b>                 | <b>5,128,499.04</b>             | <b>5,687,397.00</b>                | <b>110.90%</b>                    |

**Victims advocate**

|                                                    |                   |                   |                   |                   |                   |               |
|----------------------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------|
| 423-510 - Victim Advocate SALARIES                 | 137,578.66        | 157,748.49        | 97,160.69         | 151,511.00        | 162,849.00        | 107.48%       |
| 423-512 - Victim Advocate FUTURE LIABILITY         | -                 | -                 | -                 | 6,908.00          | 7,101.00          | 102.79%       |
| 423-513 - Victim Advocate BENEFITS                 | 53,774.98         | 59,050.19         | 39,537.00         | 82,145.36         | 74,510.00         | 90.71%        |
| 423-515 - Victim Advocate OVERTIME                 | -                 | 10,938.04         | 4,116.84          | 12,000.00         | 5,000.00          | 41.67%        |
| 423-516 - Victim Advocate UNEMPLOYMENT             | -                 | -                 | -                 | -                 | -                 | N/A           |
| 423-521 - Victim Advocate SUBSCRIPTIONS/MEMBERSHIP | -                 | 1,327.00          | 1,500.00          | 1,500.00          | 1,500.00          | 100.00%       |
| 423-523 - Victim Advocate TRAVEL                   | 784.32            | 1,257.65          | -                 | 1,500.00          | 1,500.00          | 100.00%       |
| 423-524 - Victim Advocate OFFICE SUPPLIES          | 852.31            | 963.16            | 42.63             | 1,000.00          | 1,000.00          | 100.00%       |
| 423-525 - Victim Advocate EQUIPMENT SUPPLIES/MAINT | 34.44             | -                 | -                 | 300.00            | 300.00            | 100.00%       |
| 423-528 - Victim Advocate TELEPHONE                | -                 | -                 | -                 | -                 | -                 | N/A           |
| 423-530 - Victim Advocate FUEL                     | 505.71            | 678.23            | 94.32             | 1,000.00          | 1,000.00          | 100.00%       |
| 423-531 - Victim Advocate PROFESSIONAL & TECHNICAL | -                 | -                 | -                 | -                 | -                 | N/A           |
| 423-533 - Victim Advocate EDUCATION                | -                 | 1,350.97          | -                 | 1,000.00          | 1,000.00          | 100.00%       |
| 423-535 - Victim Advocate OTHER                    | 819.00            | 1,217.36          | 22.34             | 1,000.00          | 1,000.00          | 100.00%       |
| 423-546 - Victim Advocate SPECIAL DEPT SUPPLIES    | 1,452.62          | 599.99            | 13.50             | 1,500.00          | 1,500.00          | 100.00%       |
| 423-569 - Victim Advocate LEASE PAYMENT            | -                 | -                 | -                 | -                 | -                 | N/A           |
| 423-570 - Victim Advocate FORFEITURES              | -                 | -                 | -                 | -                 | -                 | N/A           |
| 423-574 - Victim Advocate MACHINERY & EQUIPMENT    | -                 | -                 | -                 | -                 | -                 | N/A           |
| <b>Total Victims advocate</b>                      | <b>195,802.04</b> | <b>235,131.08</b> | <b>142,487.32</b> | <b>261,364.36</b> | <b>258,260.00</b> | <b>98.81%</b> |

**Beer tax**

|                                         |                  |                  |               |                  |                  |                |
|-----------------------------------------|------------------|------------------|---------------|------------------|------------------|----------------|
| 425-515 - Beer Tax INACTIVE OVERTIME    | -                | -                | -             | -                | -                | N/A            |
| 425-516 - Beer Tax UNEMPLOYMENT         | -                | -                | -             | -                | -                | N/A            |
| 425-531 - Beer Tax PROFESSIONAL & TECH. | -                | -                | -             | -                | -                | N/A            |
| 425-546 - Beer Tax SPECIAL DEPARTMENTAL | -                | -                | -             | -                | -                | N/A            |
| 425-574 - Beer Tax EQUIPMENT            | 20,587.42        | 33,285.07        | 251.46        | 30,000.00        | 35,000.00        | 116.67%        |
| <b>Total Beer tax</b>                   | <b>20,587.42</b> | <b>33,285.07</b> | <b>251.46</b> | <b>30,000.00</b> | <b>35,000.00</b> | <b>116.67%</b> |

**Code Enforcement**

|                                                      |            |            |            |            |            |         |
|------------------------------------------------------|------------|------------|------------|------------|------------|---------|
| 426-510 - Code Enforcement SALARIES                  | 152,339.05 | 155,215.97 | 103,849.53 | 200,872.00 | 173,245.00 | 86.25%  |
| 426-512 - Code Enforcement FUTURE LIABILITY          | -          | -          | -          | 7,195.00   | 7,396.00   | 102.79% |
| 426-513 - Code Enforcement BENEFITS                  | 96,613.86  | 98,629.35  | 71,211.24  | 114,042.44 | 108,708.00 | 95.32%  |
| 426-514 - Code Enforcement UNIFORM ALLOWANCE         | 1,086.81   | (64.78)    | -          | -          | 2,000.00   | N/A     |
| 426-515 - Code Enforcement OVERTIME                  | 7,145.15   | 1,047.32   | -          | 10,000.00  | 1,000.00   | 10.00%  |
| 426-516 - Code Enforcement UNEMPLOYMENT              | 619.40     | -          | -          | -          | -          | N/A     |
| 426-521 - Code Enforcementtl SUBSCRIPTION/MEMBERSHIP | 181.00     | -          | 209.41     | 500.00     | 500.00     | 100.00% |
| 426-523 - Code Enforcement TRAVEL\FOOD               | 2,712.00   | 222.00     | 912.53     | 2,000.00   | 2,000.00   | 100.00% |
| 426-524 - Code Enforcement OFFICE SUPPLIES           | 569.97     | 544.55     | 618.61     | -          | 500.00     | N/A     |
| 426-525 - Code Enforcement EQUIPMENT SUPPLIES/MAINT  | 2,770.37   | 1,785.58   | 77.49      | 2,000.00   | 1,500.00   | 75.00%  |
| 426-527 - Code Enforcementtl UTILITIES               | 7,432.13   | 1,274.28   | (6.00)     | -          | -          | N/A     |

|                                                     |                   |                   |                   |                   |                   |               |
|-----------------------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------|
| 426-528 - Code Enforcement TELEPHONE                | 1,368.95          | -                 | -                 | -                 | -                 | N/A           |
| 426-530 - Code Enforcement FUEL                     | 8,357.50          | 7,954.01          | 5,232.88          | -                 | 8,000.00          | #DIV/0!       |
| 426-531 - Code Enforcement PROFESSIONAL & TECHNICAL | 1,692.56          | 2,066.30          | -                 | -                 | -                 | N/A           |
| 426-533 - Code Enforcement EDUCATION                | -                 | 310.00            | 345.00            | 1,000.00          | 1,000.00          | 100.00%       |
| 426-535 - Code Enforcement OTHER                    | 909.59            | 2,985.63          | 385.16            | 5,000.00          | 2,500.00          | 50.00%        |
| 426-546 - Code Enforcement SPECIAL DEPT SUPPLIES    | 2,865.85          | 263.90            | 49.78             | 500.00            | 1,500.00          | 300.00%       |
| 426-550 - Code Enforcement GRANT EXPENSES           | -                 | -                 | -                 | -                 | -                 | N/A           |
| 426-569 - Code Enforcement LEASE PAYMENTS           | -                 | -                 | -                 | -                 | -                 | N/A           |
| 426-574 - Code Enforcement MACHINERY & EQUIPMENT    | -                 | -                 | -                 | -                 | -                 | N/A           |
| <b>Total Code Enforcement</b>                       | <b>286,664.19</b> | <b>272,234.11</b> | <b>182,885.63</b> | <b>343,109.44</b> | <b>309,849.00</b> | <b>90.31%</b> |

#### Animal shelter

|                                                   |                     |                     |                     |                     |                     |                |
|---------------------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|----------------|
| 427-510 - Animal Shelter SALARIES                 | 91,123.29           | 122,812.00          | 89,178.56           | 137,243.00          | 149,281.00          | 108.77%        |
| 427-512 - Animal Shelter FUTURE LIABILTiy         | -                   | -                   | -                   | 6,620.00            | 6,805.00            | 102.79%        |
| 427-513 - Animal Shelter BENEFITS                 | 31,357.98           | 36,673.01           | 26,329.08           | 46,012.68           | 51,084.00           | 111.02%        |
| 427-514 - Animal Shelter UNIFORM ALLOWANCE        | -                   | -                   | -                   | -                   | -                   | N/A            |
| 427-515 - Animal Shelter OVERTIME                 | 336.06              | -                   | 278.60              | 1,000.00            | 5,000.00            | 500.00%        |
| 427-516 - Animal Shelter UNEMPLOYMENT             | -                   | -                   | -                   | -                   | -                   | N/A            |
| 427-522 - Animal Shelter PUBLIC NOTICES           | -                   | -                   | -                   | -                   | -                   | N/A            |
| 427-524 - Animal Shelter OFFICE EXPENSE &         | 52.70               | -                   | 516.34              | 1,000.00            | 1,000.00            | 100.00%        |
| 427-525 - Animal Shelter EQUIPMENT SUPPLIES/MAINT | -                   | -                   | -                   | -                   | -                   | N/A            |
| 427-526 - Animal Shelter BLDG/GRDS-SUPPLIES       | 371.64              | 255.56              | 238.83              | 2,000.00            | 1,000.00            | 50.00%         |
| 427-527 - Animal Shelter UTILITIES                | 3,503.64            | 9,780.88            | 10,406.17           | 12,000.00           | 15,000.00           | 125.00%        |
| 427-528 - Animal Shelter TELEPHONE                | -                   | 579.22              | 1,041.25            | 1,000.00            | 1,500.00            | 150.00%        |
| 427-530 - Animal Shelter FUEL                     | -                   | -                   | -                   | -                   | -                   | N/A            |
| 427-531 - Animal Shelter PROFESSIONAL & TECHNICAL | 372.16              | 1,706.36            | 1,390.56            | 2,000.00            | 2,000.00            | 100.00%        |
| 427-533 - Animal Shelter EDUCATION                | -                   | -                   | -                   | -                   | -                   | N/A            |
| 427-535 - Animal Shelter OTHER                    | -                   | -                   | -                   | -                   | -                   | N/A            |
| 427-546 - Animal Shelter SPECIAL DEPT SUPPLIES    | 2,160.26            | 3,689.06            | 307.84              | 5,000.00            | 5,000.00            | 100.00%        |
| 427-569 - Animal Shelter LEASE PAYMENTS           | -                   | -                   | -                   | -                   | -                   | N/A            |
| 427-574 - Animal Shelter MACHINERY & EQUIPMENT    | -                   | -                   | -                   | -                   | -                   | N/A            |
| <b>Total Animal shelter</b>                       | <b>129,277.73</b>   | <b>175,496.09</b>   | <b>129,687.23</b>   | <b>213,875.68</b>   | <b>237,670.00</b>   | <b>111.13%</b> |
| <b>Total Public safety</b>                        | <b>4,828,499.62</b> | <b>5,151,918.50</b> | <b>3,525,438.05</b> | <b>5,976,848.52</b> | <b>6,528,176.00</b> | <b>109.22%</b> |

| Description              | Type | 2024 Actual       | 2025 Actual       | 2026 Year -to-Date<br>Actual | 2026 Approved<br>Budget | 2027 Department<br>Request | % Change -<br>FY 27/FY 26 |
|--------------------------|------|-------------------|-------------------|------------------------------|-------------------------|----------------------------|---------------------------|
| <b>Budgeted Revenue:</b> |      | 3,376,398.13      | 3,466,393.58      | 2,717,700.97                 | 3,438,701.00            | 3,629,186.83               | 105.54%                   |
| <b>Budgeted Expense:</b> |      | 2,415,426.34      | 3,164,155.14      | 1,900,993.60                 | 3,186,769.00            | 2,946,261.00               | 92.45%                    |
| <b>Budget Totals:</b>    |      | <b>960,971.79</b> | <b>302,238.44</b> | <b>816,707.37</b>            | <b>251,932.00</b>       | <b>682,925.83</b>          |                           |

#### Income or Expense

|                                          |   | 2024 Actual         | 2025 Actual         | 2026 Year -to-Date<br>Actual | 2026 Approved<br>Budget | 2027 Department<br>Request | % Change -<br>FY 27/FY 26 |
|------------------------------------------|---|---------------------|---------------------|------------------------------|-------------------------|----------------------------|---------------------------|
| <b>Income From Operations:</b>           |   |                     |                     |                              |                         |                            |                           |
| <b>Operating income</b>                  |   |                     |                     |                              |                         |                            |                           |
| 362-390 - Sewer SEPTAGE PROCESSING FEES  | R | 90,080.46           | 94,230.54           | 77,242.00                    | 60,000.00               | 95,000.00                  | 158.33%                   |
| 372-300 - SEWER EXISTING FACILITY FEE    | R | 39,395.96           | 21,761.56           | 29,314.67                    | 45,000.00               | 45,000.00                  | 100.00%                   |
| 372-310 - SEWER STUDIES FEE              | R | 3,101.11            | 1,968.59            | 2,859.12                     | 4,000.00                | 4,000.00                   | 100.00%                   |
| 372-320 - SEWER SERVICES CHARGES         | R | 2,059,852.85        | 2,299,850.23        | 1,652,506.48                 | 2,200,000.00            | 2,261,600.00               | 102.80%                   |
| 372-325 - Sewer SPECIAL SERVICES BY CITY | R | -                   | 4,710.00            | 48,550.00                    | 5,000.00                | 5,000.00                   | 100.00%                   |
| 372-326 - Sewer GREASE TRAP SERVICES/FIN | R | 829.00              | -                   | -                            | 1,000.00                | 1,000.00                   | 100.00%                   |
| 372-327 - Sewer VIOLATION FINES          | R | -                   | -                   | -                            | -                       | -                          | N/A                       |
| 372-350 - Sewer SPANISH VALLEY SEWER     | R | 664,526.25          | 608,069.61          | 424,862.95                   | 674,494.00              | 693,379.83                 | 102.80%                   |
| 372-360 - Sewer SJSPSSD SEWER            | R | 33,106.68           | 54,993.98           | 38,262.29                    | 25,000.00               | 45,000.00                  | 180.00%                   |
| 372-370 - SEWER CONNECTION               | R | 4,736.00            | 1,394.00            | 1,530.00                     | 5,000.00                | 5,000.00                   | 100.00%                   |
| 386-300 - ALLOWANCE ON DOUBTFUL ACCOUNTS | R | -                   | -                   | -                            | -                       | -                          | N/A                       |
| <b>Total Operating income</b>            |   | <b>2,895,628.31</b> | <b>3,086,978.51</b> | <b>2,275,127.51</b>          | <b>3,019,494.00</b>     | <b>3,154,979.83</b>        | <b>104.49%</b>            |

#### Operating expense

##### Sewer WRF

|                                              |   |            |            |            |            |            |         |
|----------------------------------------------|---|------------|------------|------------|------------|------------|---------|
| 600-509 - Sewer GENERAL FUND O/H             | E | -          | 430,000.00 | -          | 442,900.00 | -          | 0.00%   |
| 600-510 - Sewer WRF SALARIES                 | E | 188,769.15 | 359,638.41 | 248,366.33 | 363,669.00 | 393,316.00 | 108.15% |
| 600-512 - Sewer FUTURE LIABILITY             | E | -          | -          | -          | 16,407.00  | 16,866.00  | 102.80% |
| 600-513 - Sewer WRF BENEFITS                 | E | 103,492.35 | 223,488.81 | 140,285.57 | 206,037.00 | 228,231.00 | 110.77% |
| 600-515 - Sewer WRF OVERTIME                 | E | 4,476.91   | 6,410.70   | 2,799.20   | 12,000.00  | 12,000.00  | 100.00% |
| 600-516 - Sewer WRF UNEMPLOYMENT             | E | -          | -          | -          | -          | -          | N/A     |
| 600-521 - Sewer WRF SUBSCRIPTIONS            | E | 980.33     | 738.71     | 24.00      | 1,500.00   | 750.00     | 50.00%  |
| 600-523 - Sewer WRF TRAVEL                   | E | -          | 1,457.26   | 1,734.80   | 3,000.00   | 3,500.00   | 116.67% |
| 600-524 - Sewer WRF OFFICE EXPENSE           | E | 842.61     | 711.41     | 1,183.89   | 1,200.00   | 7,700.00   | 641.67% |
| 600-525 - Sewer WRF EQUIPMENT SUPPLIES/MAINT | E | 77,924.61  | 124,227.00 | 64,093.06  | 120,000.00 | 115,000.00 | 95.83%  |
| 600-526 - Sewer WRF BUILDING SUPPLIES/MAINT  | E | 10,699.93  | 2,577.57   | 26,398.51  | 2,500.00   | 8,000.00   | 320.00% |
| 600-527 - Sewer WRF UTILITIES                | E | 178,770.29 | 179,171.90 | 159,662.37 | 250,000.00 | 385,500.00 | 154.20% |
| 600-528 - Sewer WRF TELEPHONE                | E | 5,857.77   | 5,707.11   | 4,627.82   | 6,200.00   | 6,200.00   | 100.00% |
| 600-529 - Sewer WRF RENT                     | E | 163.39     | -          | 175.50     | 1,000.00   | 2,000.00   | 200.00% |

|                                              |   |                   |                     |                   |                     |                     |               |
|----------------------------------------------|---|-------------------|---------------------|-------------------|---------------------|---------------------|---------------|
| 600-530 - Sewer WRF FUEL                     | E | 6,896.03          | 3,560.49            | 534.48            | 5,500.00            | 3,000.00            | 54.55%        |
| 600-531 - Sewer WRF PROFESSIONAL & TECHNICAL | E | 211,809.64        | 264,183.90          | 139,693.41        | 240,000.00          | 54,500.00           | 22.71%        |
| 600-533 - Sewer WRF EDUCATION                | E | 1,269.00          | 1,069.98            | 1,926.99          | 10,000.00           | 5,900.00            | 59.00%        |
| 600-535 - Sewer WRF OTHER                    | E | 15,263.94         | 16,150.55           | 12,155.24         | 20,000.00           | 3,500.00            | 17.50%        |
| 600-541 - Sewer Collectoins CAPITAL LEASE    | E | -                 | -                   | -                 | -                   | -                   | N/A           |
| 600-546 - Sewer WRF SPECIAL DEPARTMENTAL     | E | 113,351.00        | 94,080.36           | 73,811.09         | 95,000.00           | 130,000.00          | 136.84%       |
| <b>Total Sewer WRF</b>                       |   | <b>920,566.95</b> | <b>1,713,174.16</b> | <b>877,472.26</b> | <b>1,796,913.00</b> | <b>1,375,963.00</b> | <b>76.57%</b> |

#### Sewer Collection

|                                                    |   |                   |                   |                   |                   |                   |               |
|----------------------------------------------------|---|-------------------|-------------------|-------------------|-------------------|-------------------|---------------|
| 610-510 - Sewer Collecitons SALARIES               | E | 199,533.76        | 173,355.62        | 115,077.27        | 168,748.00        | 186,178.00        | 110.33%       |
| 610-512 - Sewer Collecitons FUTURE LIABILITY       | E | -                 | -                 | -                 | 7,576.00          | 7,788.00          | 102.80%       |
| 610-513 - Sewer Collections BENEFITS               | E | 95,056.29         | 77,768.94         | 54,392.67         | 95,932.00         | 94,463.00         | 98.47%        |
| 610-515 - Sewer Collections OVERTIME               | E | 2,224.53          | 1,705.46          | 685.34            | 12,000.00         | 12,000.00         | 100.00%       |
| 610-516 - Sewer Collections UNEMPLOYMENT           | E | -                 | -                 | -                 | -                 | -                 | N/A           |
| 610-521 - Sewer Collections SUBSCRIPTIONS          | E | 1,675.29          | 868.73            | -                 | -                 | 500.00            | N/A           |
| 610-523 - Sewer Collections TRAVEL                 | E | 584.25            | 1,765.31          | 136.00            | 4,500.00          | 2,000.00          | 44.44%        |
| 610-524 - Sewer Collections OFFICE SUPPLIES        | E | 489.97            | 215.83            | 695.60            | -                 | 1,500.00          | N/A           |
| 610-525 - Sewer Collections EQUIP SUPPLIES/MAINT   | E | 21,064.75         | 23,911.72         | 15,762.57         | 25,000.00         | 25,000.00         | 100.00%       |
| 610-526 - Sewer BLDG/GRDS SUPPLIES/MAINT           | E | 54.21             | 63.81             | -                 | 400.00            | 400.00            | 100.00%       |
| 610-527 - Sewer Collections UTILITIES              | E | 2,883.03          | 3,893.33          | 1,975.00          | 5,500.00          | 4,000.00          | 72.73%        |
| 610-528 - Sewer Collections TELEPHONE              | E | 2,040.16          | 1,909.78          | 967.52            | 2,200.00          | 2,000.00          | 90.91%        |
| 610-529 - Sewer Collections RENTALS                | E | -                 | -                 | -                 | 6,000.00          | 5,100.00          | 85.00%        |
| 610-530 - Sewer Collections FUEL                   | E | 7,692.87          | 5,501.56          | 4,309.55          | 10,000.00         | 9,000.00          | 90.00%        |
| 610-531 - Sewer Collections PROFESSIONAL & TECH    | E | 1,788.91          | 5,081.32          | 25,546.79         | 65,000.00         | 65,500.00         | 100.77%       |
| 610-533 - Sewer Collections EDUCATION              | E | 1,067.56          | 735.00            | 250.00            | 15,000.00         | 1,950.00          | 13.00%        |
| 610-535 - Sewer Collections OTHER                  | E | 1,433.63          | 438.77            | 1,133.27          | -                 | 2,000.00          | N/A           |
| 610-546 - Sewer Collections SPEC DEPT SUP          | E | 14,180.87         | 16,421.96         | 5,255.44          | 24,000.00         | 23,500.00         | 97.92%        |
| 610-547 - Sewer Collection VECHICLE LEASE PAYMENTS | E | -                 | -                 | -                 | 45,000.00         | -                 | 0.00%         |
| <b>Total Sewer Collection</b>                      |   | <b>351,770.08</b> | <b>313,637.14</b> | <b>226,187.02</b> | <b>486,856.00</b> | <b>442,879.00</b> | <b>90.97%</b> |

#### Depreciation expense

|                                   |   |                   |                   |                   |                   |                   |                |
|-----------------------------------|---|-------------------|-------------------|-------------------|-------------------|-------------------|----------------|
| 410-800 - Depn expense Sewer      | E | -                 | 27,259.04         | -                 | -                 | -                 | N/A            |
| 600-669 - Sewer DEPRECIATION      | E | 683,249.62        | 711,100.08        | 532,517.92        | 450,000.00        | 799,860.00        | 177.75%        |
| <b>Total Depreciation expense</b> |   | <b>683,249.62</b> | <b>738,359.12</b> | <b>532,517.92</b> | <b>450,000.00</b> | <b>799,860.00</b> | <b>177.75%</b> |

#### Total Operating expense

|                     |                     |                     |                     |                     |               |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------------|
| <b>1,955,586.65</b> | <b>2,765,170.42</b> | <b>1,636,177.20</b> | <b>2,733,769.00</b> | <b>2,618,702.00</b> | <b>95.79%</b> |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------------|

#### Total Income From Operations:

|                   |                   |                   |                   |                   |                |
|-------------------|-------------------|-------------------|-------------------|-------------------|----------------|
| <b>940,041.66</b> | <b>321,808.09</b> | <b>638,950.31</b> | <b>285,725.00</b> | <b>536,277.83</b> | <b>187.69%</b> |
|-------------------|-------------------|-------------------|-------------------|-------------------|----------------|

#### Non-Operating Items:

**Non-operating income**

|                                          |   |                   |                   |                   |                   |                   |                |
|------------------------------------------|---|-------------------|-------------------|-------------------|-------------------|-------------------|----------------|
| 361-300 - Sewer INTEREST INCOME          | R | 22,107.70         | 18,980.36         | 8,819.16          | 20,000.00         | 20,000.00         | 100.00%        |
| 361-305 - SJSPSSD SEWER IMPACT FEES      | R | 59,048.82         | 15,404.04         | 12,194.87         | 70,000.00         | 50,000.00         | 71.43%         |
| 361-306 - SJSPSSD SEWER IMPACT FEES - OF | R | -                 | -                 | -                 | -                 | -                 | N/A            |
| 361-307 - SEWER WRF RETAINAGE            | R | -                 | -                 | -                 | -                 | -                 | N/A            |
| 361-308 - GWSSA SEWER IMPACT FEES - OFFS | R | -                 | -                 | -                 | -                 | -                 | N/A            |
| 361-309 - GWSSA SEWER IMPACT FEES        | R | 217,812.65        | 138,806.48        | 238,259.12        | 150,000.00        | 200,000.00        | 133.33%        |
| 361-310 - SEWER IMPACT FEE INTEREST      | R | 30,841.31         | 41,531.51         | 12,345.34         | 25,000.00         | 25,000.00         | 100.00%        |
| 361-311 - SEWER IMPACT FEES              | R | 46,335.06         | 60,359.94         | 67,681.28         | 50,000.00         | 75,000.00         | 150.00%        |
| 361-312 - SEWER IMPACT FEE BEG F.B.      | R | -                 | -                 | -                 | -                 | -                 | N/A            |
| 361-313 - SEWER IMPACT FEE FINANCE INTER | R | 2,417.28          | 2,125.74          | 1,066.69          | 2,000.00          | 2,000.00          | 100.00%        |
| 361-315 - SVWSID CAPITAL ANNUAL CONTRIBU | R | 102,207.00        | 102,207.00        | 102,207.00        | 102,207.00        | 102,207.00        | 100.00%        |
| 362-320 - SEWER WWTP FINANCING           | R | -                 | -                 | -                 | -                 | -                 | N/A            |
| 362-350 - WWTP AGENCY ILA CONTRIBUTION   | R | -                 | -                 | -                 | -                 | -                 | N/A            |
| 362-360 - Gain (loss) on asset retiremen | R | -                 | -                 | -                 | -                 | -                 | N/A            |
| 362-386 - Sewer Contribution from capita | R | -                 | -                 | -                 | -                 | -                 | N/A            |
| 365-300 - SALE OF MATERIALS & SUPPLIES   | R | -                 | -                 | -                 | -                 | -                 | N/A            |
| 395-335 - W/S - BEG. FUND BALANCE        | R | -                 | -                 | -                 | -                 | -                 | N/A            |
| <b>Total Non-operating income</b>        |   | <b>480,769.82</b> | <b>379,415.07</b> | <b>442,573.46</b> | <b>419,207.00</b> | <b>474,207.00</b> | <b>113.12%</b> |

**Non-operating expense**

|                                                   |   |                   |                   |                   |                   |                   |               |
|---------------------------------------------------|---|-------------------|-------------------|-------------------|-------------------|-------------------|---------------|
| 500-683 - Water BOND ISSUANCE COSTS               | E | -                 | -                 | -                 | -                 | -                 | N/A           |
| 600-682 - Sewer INTEREST ON SEWER BONDS           | E | 459,584.43        | 386,592.72        | 264,816.40        | 440,000.00        | 327,559.00        | 74.45%        |
| 600-683 - Sewer BOND ISSUANCE COSTS               | E | -                 | -                 | -                 | -                 | -                 | N/A           |
| 600-684 - Sewer IMPACT FEE WAIVERS                | E | -                 | -                 | -                 | -                 | -                 | N/A           |
| 600-685 - Sewer IMPACT FEE WAIVERS                | E | -                 | -                 | -                 | -                 | -                 | N/A           |
| 600-691 - Sewer BENEFIT EXPENSE-CHGE NPL/NPA      | E | -                 | -                 | -                 | -                 | -                 | N/A           |
| 600-692 - Sewer PENSION EXPENSE (GASB 68)         | E | -                 | -                 | -                 | -                 | -                 | N/A           |
| 600-693 - Sewer Bad Debt Expense                  | E | 255.26            | -                 | -                 | -                 | -                 | N/A           |
| 610-581 - Sewer TRANSFER OUT TO DEBT SERVICE FUND | E | -                 | 12,392.00         | -                 | 13,000.00         | -                 | 0.00%         |
| 610-582 - Sewer Transfer to Capital Projects Fund | E | -                 | -                 | -                 | -                 | -                 | N/A           |
| 610-583 - Sewer TRANSFER TO VEHICLE FUND          | E | -                 | -                 | -                 | -                 | -                 | N/A           |
| <b>Total Non-operating expense</b>                |   | <b>459,839.69</b> | <b>398,984.72</b> | <b>264,816.40</b> | <b>453,000.00</b> | <b>327,559.00</b> | <b>72.31%</b> |

**Total Non-Operating Items:**

|                  |                    |                   |                    |                   |                 |
|------------------|--------------------|-------------------|--------------------|-------------------|-----------------|
| <b>20,930.13</b> | <b>(19,569.65)</b> | <b>177,757.06</b> | <b>(33,793.00)</b> | <b>146,648.00</b> | <b>-433.96%</b> |
|------------------|--------------------|-------------------|--------------------|-------------------|-----------------|

**Total Income or Expense**

|                   |                   |                   |                   |                   |                |
|-------------------|-------------------|-------------------|-------------------|-------------------|----------------|
| <b>960,971.79</b> | <b>302,238.44</b> | <b>816,707.37</b> | <b>251,932.00</b> | <b>682,925.83</b> | <b>271.08%</b> |
|-------------------|-------------------|-------------------|-------------------|-------------------|----------------|

| Description              | Type | 2024 Actual         | 2025 Actual       | 2026 Year -to-Date<br>Actual | 2026 Approved<br>Budget | 2027 Department<br>Request | % Change - FY 27/FY<br>26 |
|--------------------------|------|---------------------|-------------------|------------------------------|-------------------------|----------------------------|---------------------------|
| <b>Budgeted Revenue:</b> |      | 2,680,297.83        | 2,541,004.08      | 1,705,340.21                 | 2,616,040.00            | 2,647,631.12               | 101.21%                   |
| <b>Budgeted Expense:</b> |      | 1,628,922.06        | 2,048,166.18      | 1,131,443.56                 | 2,261,871.00            | 1,886,065.90               | 83.39%                    |
| <b>Budget Totals:</b>    |      | <b>1,051,375.77</b> | <b>492,837.90</b> | <b>573,896.65</b>            | <b>354,169.00</b>       | <b>761,565.22</b>          |                           |

#### Income or Expense

|                                          |   | 2024 Actual         | 2025 Actual         | 2026 Year -to-Date<br>Actual | 2026 Approved<br>Budget | 2027 Department<br>Request | % Change - FY 27/FY<br>26 |
|------------------------------------------|---|---------------------|---------------------|------------------------------|-------------------------|----------------------------|---------------------------|
| <b>Income From Operations:</b>           |   |                     |                     |                              |                         |                            |                           |
| <b>Operating income</b>                  |   |                     |                     |                              |                         |                            |                           |
| 363-330 - WATER PENALTIES                | R | 13,411.05           | 12,923.75           | 7,556.85                     | 18,000.00               | 18,000.00                  | 100.00%                   |
| 369-300 - Water SUNDRY REVENUES          | R | 30,374.61           | 21,380.36           | 35,271.35                    | 25,000.00               | 30,000.00                  | 120.00%                   |
| 369-301 - Water GOVERNMENT SHOP WATER    | R | -                   | -                   | -                            | -                       | -                          | N/A                       |
| 369-302 - Water SHOP WATER               | R | (10,083.11)         | 1,651.97            | (2,913.61)                   | 10,000.00               | 10,000.00                  | 100.00%                   |
| 371-300 - WATER SALES                    | R | 1,815,310.29        | 1,937,200.42        | 1,297,050.26                 | 1,842,540.00            | 1,894,131.12               | 102.80%                   |
| 371-320 - TAX ON SHOP WATER SALES        | R | -                   | -                   | -                            | -                       | -                          | N/A                       |
| 372-360 - WATER CONNECTION               | R | 47,128.10           | 24,014.10           | 4,239.20                     | 45,000.00               | 45,000.00                  | 100.00%                   |
| 372-361 - WATER TERMINATION              | R | -                   | -                   | -                            | -                       | -                          | N/A                       |
| 386-360 - ALLOWANCE ON DOUBTFUL ACCOUNTS | R | -                   | -                   | -                            | -                       | -                          | N/A                       |
| <b>Total Operating income</b>            |   | <b>1,896,140.94</b> | <b>1,997,170.60</b> | <b>1,341,204.05</b>          | <b>1,940,540.00</b>     | <b>1,997,131.12</b>        | <b>102.92%</b>            |

#### Operating expense

##### Operating

|                                          |   |            |            |            |            |            |         |
|------------------------------------------|---|------------|------------|------------|------------|------------|---------|
| 500-509 - Water GENERAL FUND O/H         | E | -          | 430,000.00 | 1,807.15   | 442,900.00 | -          | 0.00%   |
| 500-510 - Water SALARIES                 | E | 438,814.41 | 430,401.84 | 286,459.44 | 406,436.00 | 460,784.00 | 113.37% |
| 500-513 - Water BENEFITS                 | E | 252,004.47 | 279,461.61 | 177,864.47 | 269,279.00 | 338,679.00 | 125.77% |
| 500-514 - Water FUTURE LIABILITY         | E | -          | -          | -          | 18,356.00  | 18,870.00  | 102.80% |
| 500-515 - Water OVERTIME                 | E | 21,531.96  | 27,423.09  | 13,489.79  | 45,000.00  | 45,000.00  | 100.00% |
| 500-516 - Water UNEMPLOYMENT             | E | -          | -          | -          | -          | -          | N/A     |
| 500-521 - Water SUBSCRIPTIONS            | E | 4,648.50   | 3,335.00   | 1,383.00   | 5,500.00   | 2,500.00   | 45.45%  |
| 500-522 - Water PUBLIC NOTICE            | E | -          | -          | -          | -          | 3,000.00   | N/A     |
| 500-523 - Water TRAVEL                   | E | 112.20     | 711.88     | 1,910.14   | 35,000.00  | 4,500.00   | 12.86%  |
| 500-524 - Water OFFICE SUPPLIES          | E | 309.45     | 314.83     | 38.23      | 700.00     | 3,000.00   | 428.57% |
| 500-525 - Water EQUIPMENT SUPPLIES/MAINT | E | 29,423.02  | 35,735.03  | 2,950.47   | 65,000.00  | 40,000.00  | 61.54%  |
| 500-526 - Water BUILDING SUPPLIES/MAINT  | E | 154.99     | -          | 74.37      | 500.00     | 1,000.00   | 200.00% |
| 500-527 - Water UTILITIES                | E | 80,702.44  | 91,771.84  | 49,929.34  | 95,000.00  | 105,000.00 | 110.53% |
| 500-528 - Water TELEPHONE                | E | 3,869.30   | 4,585.90   | 2,155.74   | 5,000.00   | 5,500.00   | 110.00% |
| 500-530 - Water FUEL                     | E | 18,721.26  | 18,465.22  | 9,763.45   | 23,000.00  | 22,000.00  | 95.65%  |
| 500-531 - Water PROFESSIONAL & TECHNICAL | E | 110,710.34 | 94,270.50  | 51,843.35  | 40,000.00  | 136,500.00 | 341.25% |
| 500-533 - Water EDUCATION                | E | 4,052.49   | 1,720.09   | 2,833.25   | 10,500.00  | 4,000.00   | 38.10%  |



|                                                   |   |                     |                     |                   |                     |                     |                 |
|---------------------------------------------------|---|---------------------|---------------------|-------------------|---------------------|---------------------|-----------------|
| 500-535 - Water OTHER                             | E | 8,008.89            | 7,021.09            | 5,378.65          | 6,200.00            | 3,700.00            | 59.68%          |
| 500-546 - Water SPECIAL DEPARTMENTAL              | E | 168,485.60          | 84,344.55           | 84,883.90         | 95,000.00           | 115,000.00          | 121.05%         |
| 500-551 - Water INSURANCE                         | E | 1,560.00            | 1,560.00            | 1,560.00          | 1,560.00            | 1,560.00            | 100.00%         |
| 500-552 - Water SUSTAINABILITY                    | E | -                   | -                   | -                 | -                   | -                   | N/A             |
| 500-691 - Water RENT OF PROPERTY & EQUIP          | E | 2,107.00            | -                   | -                 | 5,000.00            | 5,500.00            | 110.00%         |
| 500-693 - Water BAD DEBT EXPENSE                  | E | 1,277.58            | -                   | -                 | -                   | -                   | N/A             |
| <b>Total Operating</b>                            |   | <b>1,146,493.90</b> | <b>1,511,122.47</b> | <b>694,324.74</b> | <b>1,569,931.00</b> | <b>1,316,093.00</b> | <b>83.83%</b>   |
| <b>Depreciation expense</b>                       |   |                     |                     |                   |                     |                     |                 |
| 410-800 - Depn expense Water                      | E | -                   | -                   | -                 | -                   | -                   | N/A             |
| 500-669 - Water DEPRECIATION                      | E | 320,197.84          | 344,873.86          | 289,024.84        | 350,000.00          | 433,560.00          | 123.87%         |
| <b>Total Depreciation expense</b>                 |   | <b>320,197.84</b>   | <b>344,873.86</b>   | <b>289,024.84</b> | <b>350,000.00</b>   | <b>433,560.00</b>   | <b>123.87%</b>  |
| <b>Total Operating expense</b>                    |   | <b>1,466,691.74</b> | <b>1,855,996.33</b> | <b>983,349.58</b> | <b>1,919,931.00</b> | <b>1,749,653.00</b> | <b>91.13%</b>   |
| <b>Total Income From Operations:</b>              |   | <b>429,449.20</b>   | <b>141,174.27</b>   | <b>357,854.47</b> | <b>20,609.00</b>    | <b>247,478.12</b>   | <b>1200.83%</b> |
| <b>Non-Operating Items:</b>                       |   |                     |                     |                   |                     |                     |                 |
| <b>Non-operating income</b>                       |   |                     |                     |                   |                     |                     |                 |
| 361-300 - INTEREST INCOME                         | R | 669,046.46          | 497,862.36          | 189,141.78        | 600,000.00          | 500,000.00          | 83.33%          |
| 361-305 - GRANT INCOME                            | R | -                   | -                   | -                 | -                   | -                   | N/A             |
| 361-310 - WATER IMPACT FEE INTEREST INCO          | R | 214.32              | 200.10              | 92.99             | 500.00              | 500.00              | 100.00%         |
| 361-311 - WATER IMPACT FEES                       | R | 114,896.11          | 45,771.02           | 174,481.39        | 75,000.00           | 150,000.00          | 200.00%         |
| 361-312 - WATER IMPACT FEE BEG F.B.               | R | -                   | -                   | -                 | -                   | -                   | N/A             |
| 362-320 - WATER TANK FINANCING                    | R | -                   | -                   | -                 | -                   | -                   | N/A             |
| 365-300 - SALE OF MATERIALS & SUPPLIES            | R | -                   | -                   | -                 | -                   | -                   | N/A             |
| 373-325 - Water SPECIAL SERV CITY DEPT            | R | -                   | -                   | 420.00            | -                   | -                   | N/A             |
| 395-350 - W/S - BEG. FUND BALANCE                 | R | -                   | -                   | -                 | -                   | -                   | N/A             |
| 395-351 - TRANSFER FROM GENERAL FUND              | R | -                   | -                   | -                 | -                   | -                   | N/A             |
| <b>Total Non-operating income</b>                 |   | <b>784,156.89</b>   | <b>543,833.48</b>   | <b>364,136.16</b> | <b>675,500.00</b>   | <b>650,500.00</b>   | <b>96.30%</b>   |
| <b>Non-operating expense</b>                      |   |                     |                     |                   |                     |                     |                 |
| 500-582 - Water Transfer to Capital Projects Fund | E | -                   | -                   | 535.78            | -                   | -                   | N/A             |
| 500-681 - Water TRANSFER TO DEBT SERVICE FUND     | E | -                   | 36,940.00           | -                 | 36,940.00           | -                   | 0.00%           |
| 500-682 - Water INTEREST ON BONDS/DEBT S          | E | 161,230.32          | 154,229.85          | 147,558.20        | 305,000.00          | 136,412.90          | 44.73%          |
| 500-683 - Water BOND ISSUANCE COSTS               | E | 1,000.00            | 1,000.00            | -                 | -                   | -                   | N/A             |
| 500-684 - Water TRANSFER TO CAPITAL FAC           | E | -                   | -                   | -                 | -                   | -                   | N/A             |
| 500-692 - Water CAPITAL LEASE EXPENSE             | E | -                   | -                   | -                 | -                   | -                   | N/A             |
| 563-630 - Gain (loss) on asset retiremen          | E | -                   | -                   | -                 | -                   | -                   | N/A             |
| 565-651 - Water CONTRIBUTIONS OF ASSETS           | E | -                   | -                   | -                 | -                   | -                   | N/A             |

|                                        |   |                     |                   |                   |                   |                   |                |
|----------------------------------------|---|---------------------|-------------------|-------------------|-------------------|-------------------|----------------|
| 600-685 - IMPACT FEE WAIVERS           | E | -                   | -                 | -                 | -                 | -                 | N/A            |
| 600-791 - Benefit expense-chge NPL/NPA | E | -                   | -                 | -                 | -                 | -                 | N/A            |
| 600-792 - Pension expense (GASB 68)    | E | -                   | -                 | -                 | -                 | -                 | N/A            |
| <b>Total Non-operating expense</b>     |   | <b>162,230.32</b>   | <b>192,169.85</b> | <b>148,093.98</b> | <b>341,940.00</b> | <b>136,412.90</b> | <b>39.89%</b>  |
| <b>Total Non-Operating Items:</b>      |   | <b>621,926.57</b>   | <b>351,663.63</b> | <b>216,042.18</b> | <b>333,560.00</b> | <b>514,087.10</b> | <b>154.12%</b> |
| <b>Total Income or Expense</b>         |   | <b>1,051,375.77</b> | <b>492,837.90</b> | <b>573,896.65</b> | <b>354,169.00</b> | <b>761,565.22</b> | <b>215.03%</b> |

# MPD Citizens Academy

A PROGRAM DESIGNED FOR ADULTS TO LEARN ABOUT LAW ENFORCEMENT.

The Moab Police Department is pleased to invite you to participate in our upcoming Citizen's Police Academy a unique, six-week course designed to provide community members with an inside look at modern law enforcement. Participants will gain hands-on experience and insight into daily police procedures and duties, tour our facilities, and engage in firearms familiarization and a range day.

The program also features force-on-force training with simunition ammunition, taser training, traffic stop scenarios, and comprehensive policy and law reviews. Our goal is to foster greater understanding and partnership by familiarizing citizens with the training, responsibilities, and challenges our officers encounter every day. We encourage you to join us for this informative and engaging opportunity.

Class size is limited to 20 participants and a background check will be completed on all applicants. Must be 18 years of age to apply.

*\*This course is not a training program to become a certified Law Enforcement Officer.*

**THE COURSE  
IS FREE**

**DEADLINE  
3/31/26**

**MEALS  
PROVIDED**

## TOPICS INCLUDE:

- History of MPD
- Department Operations & Tour of PD
- LE Technology
- Investigations & Crime Scene Management
- Domestic Violence
- Arrest, Search, and Seizure
- Traffic Stops
- Contemporary Policing Issues
- Use of Force
- Police Simulator
- Real Life Police Work
- City/County Jail Tour
- Ride-Along
- De-Escalation
- Self Defense Tactics
- Firearm Safety
- Tasers
- Force On Force
- Emergency Vehicle Operations
- Dispatch Operations

## WHEN/WHERE:

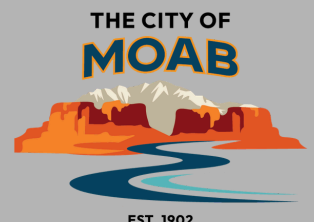
Every Wednesday  
April 22 - May 27, 2026  
6:00pm - 9:00pm

## WHO IS ELIGIBLE?

- Must be a Moab resident to apply and
- Must be at least 18 years of age.
- Must pass a criminal background check.
- Valid driver's license is required.

## HOW TO APPLY:

Please email Chief Lex Bell at [abell@moabcity.gov](mailto:abell@moabcity.gov).  
An application will be emailed to you to complete and return.  
Applications may also be picked up in person at the Police Department's front desk.



**For general inquiries please call/text: (435) 220-0608  
or email [dbowles@moabcity.gov](mailto:dbowles@moabcity.gov)**

**MOAB CITY COUNCIL MINUTES--DRAFT**  
**REGULAR MEETING**  
**February 24, 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](http://www.utah.gov/pmn) and video is at [www.youtube.com/watch?v=gmJpyUYolUU](https://www.youtube.com/watch?v=gmJpyUYolUU).

Mayor Joette Langianese called the meeting to order at 6:00 p.m. Councilmembers Jason Taylor, Tawny Knutson-Boyd, Kaitlin Myers, and Miles Loftin attended. Councilmember Colin Topper was not present. Also in attendance were City Recorder Sommar Johnson, Strategic Initiatives and Sustainability Director Alexi Lamm, Human Resources Director Dani Guerrero, Police Chief Lex Bell, Community Development Director Cory Shurtleff, Associate Planner Johanna Blanco, Attorney Nathan Bracken and two members of the public. Councilmember Knuteson-Boyd led the Pledge of Allegiance.

***Public Comments:*** None.

***Consent Agenda—Approved***

Councilmember Myers moved to approve the consent agenda, as follows: approval of minutes of the February 10, 2026 regular meeting and approval of bills against the City of Moab in the amount of \$325,562.04. Councilmember Loftin seconded the motion. The motion passed 4-0 with Councilmembers Taylor, Knutson-Boyd, Myers and Loftin voting aye.

***General Business:***

***Utah Wildland Urban Interface Code--Approved***

***Presentation:*** Strategic Initiatives and Sustainability Director Lamm presented background of the Utah Wildland Urban Interface Code (WUI). She explained the State had identified high risk properties, which will be addressed at the State and County levels. She said City Council was being asked to adopt the 2006 code and adopt a map. She explained what would be included in the code, including requirements for new construction and separate requirements for existing construction. Lamm presented map alternatives for adoption and explained the staff recommendation.

***Discussion:*** Mayor Langianese and Councilmember Loftin confirmed that the state-developed map was not specific enough to identify local conditions, and it was desirable for local jurisdictions to approve area-specific maps.

***Motion and Vote:*** Councilmember Taylor moved to approve **Ordinance 2026-03**, an ordinance enacting Section 15.08.011 under Title 15, Chapter 15.08 of the Moab Municipal Code to adopt the 2006 edition of the Utah Wildland-Urban Interface Code. Councilmember Knuteson-Boyd seconded the motion. The motion passed unanimously.

***Phase 1 Development Agreement for Amasa Apartments LLC—Approved***

***Presentation and Discussion:*** Mayor Langianese indicated the applicant was in the audience and noted the Planning Commission had forwarded a positive recommendation for approval of the development agreement (DA). Community Development Director Shurtleff and Associate Planner Blanco presented the Amasa Apartments Phase 1 DA. Blanco described the background of the approval of the omnibus DA and the approval process for the individual phase DAs. She presented the City's concessions for the affordable housing project, including reduced front yard setbacks, waiver of the City's Active Employment Household (AEH) requirement due to the resident low-income requirements of the project's financing, adoption of a custom approval process, and reduced parking requirements for the different phases of the project. Blanco indicated that 50 affordable housing units would be provided in phase one.

Councilmember Loftin recused himself from consideration of the item due to a potential conflict of interest and left the dais for the duration of the discussion and decision.

Councilmember Taylor expressed concern about the proposed parking concessions. Applicant Amanda Dillon addressed the question about parking. She stated she felt the number of proposed parking spaces



would be exceeded in final design.

**Motion, Discussion and Vote:** Councilmember Myers moved to approve the Phase 1 Development Agreement for 57 West Kane Creek Boulevard Parcel 01-0001-0200 between Amasa Apartments LLC and the City of Moab, Utah. Councilmember Knuteson-Boyd seconded the motion. Councilmember Myers expressed appreciation for the project and asked about the timeline for the project. Mayor Langianese also praised the project and reflected on the history of the existing apartment complex. The motion passed 3-0 with Councilmembers Myers, Knutson-Boyd and Taylor voting aye.

### ***Corporate Sponsorship Opportunities in Moab:***

**Presentation:** City Attorney Bracken presented a proposal prepared by City Manager Michael Black regarding corporate partnerships for the City, in view of vehicle-related events that contribute to the community's economy. Bracken said that Councilmember Topper had sent Councilmembers an article describing municipal corporate partnerships, and Bracken provided an example of another municipality (Sturgis, South Dakota) that had engaged in corporate sponsorship for their renowned motorcycle rally. Bracken stated that City Manager Black suggested issuing a request for proposals (RFP) for a pilot corporate sponsorship program, and the Easter Jeep Safari was suggested as a pilot project. Bracken stated proposed dates would need modification. Mayor Langianese indicated the timeline was tight when considering the upcoming Easter season. Councilmember Myers expressed her interest in extending the timeline to attract more candidates for corporate sponsorships, to benefit the business community and exposure to the City. She also noted her interest in expanding the scope of opportunities within the outdoor industry and development of a comprehensive policy. She questioned the sequence of pilot, policy and consideration of responses to the RFP. Councilmember Loftin concurred with Myers and brought up sponsorships for specific projects such as a skate park. He advocated for opportunities for Council approval. Bracken brought up policies adopted by other jurisdictions and noted the opportunity to expand the scope after a pilot program. Councilmember Taylor said there was no harm in soliciting the RFP in short order and then reviewing the results. He expressed his interest in pursuing the project. Councilmember Knuteson-Boyd concurred with Taylor, agreeing that amending the dates would be appropriate. She expressed her interest in expanding the scope beyond the motorized community. Myers agreed with Councilmember Knuteson-Boyd and spoke about car companies and sponsorship of Moab Area Transit (MAT) or a housing project; she said opening the RFP process in a broader context was agreeable. She added that an approximate value of sponsorship would be useful. Mayor Langianese agreed that elements of evaluation were important. She said she wanted a longer review period. Discussion ensued regarding a longer timeline for consideration of proposals and the approval process. Bracken brought up that the draft RFP was specifically for motor vehicle sponsorship. Mayor Langianese urged Council to keep the proposed RFP for four-wheel-drive sponsorship at this time, extending the timeframe, and developing a policy for future sponsorships, with possible approval at the April 28 meeting. Bracken outlined limitations regarding the scope of the project and vehicle purchases by the City. Recorder Johnson spoke about restrictions and questions regarding the public notice and procurement process. Amendments to the motion were discussed. Councilmember Myers brought up interviewing applicants during the Easter Jeep Safari. Aspects of the selection committee were discussed.

**Motion and Discussion:** Councilmember Taylor moved to approve a request for proposals for corporate sponsorship opportunities as drafted with an amended date for Council consideration on April 28. Councilmember Loftin seconded the motion. Loftin expressed interest in extending the dates to get more response. Councilmember Myers stated she felt trepidation about specifics of the scope.

**Vote:** The motion passed unanimously.

**City Manager Updates:** Mayor Langianese reported for City Manager Black on the opportunity for residents to request streetlamp shields. She also mentioned the Recreation, Arts and Parks (RAP) grant funding program was open to applications and added that the new municipal trash receptacles were in place.

### ***Mayor and Council Reports:***

**Councilmember Knuteson-Boyd** reported on meetings of the Canyonlands Health Care Special

Service District, as well as with the Mayor and Councilmember Loftin, and with the museum board. **Councilmember Myers** reported on the legislative session and a meeting of the local homeless council. She said the recent survey of homeless individuals revealed 25 individuals. She said the Free Health Clinic is hosting a women's clinic. She spoke about upcoming policy changes regarding homelessness. She concluded that she met with an applicant for the City's low-income housing impact fee waiver program. She announced an upcoming housing task force meeting.

**Councilmember Loftin** reported he attended meetings of the Planning Commission and the Grand Water and Sewer Service Agency.

**Councilmember Taylor** said he attended meetings of the airport board and travel council.

**Mayor Langianese** reported she attended meetings of the boundary commission and the Canyonlands Healthcare Special Service District. She announced she would travel to Washington DC the following week and noted Councilmember Taylor would also travel to Washington with an outfitters group to lobby. She and Attorney Bracken reviewed the legislative session and items of potential concern to the City. Legislative impacts on upcoming Community Impact Fund Board (CIB) applications were discussed. Councilmember Myers brought up a controversial bill that would impact services to undocumented immigrants and a bill regarding housing.

***Adjournment:***

Councilmember Knuteson-Boyd moved to adjourn the meeting. Councilmember Taylor seconded the motion. The motion passed unanimously. The Mayor adjourned the meeting at 7:30 p.m.

APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
Joette Langianese, Mayor Sommar Johnson, City Recorder

**MOAB CITY CORPORATION**  
**Disbursement Listing**  
**MACU Checking - 02/26/2026 to 03/04/2026**

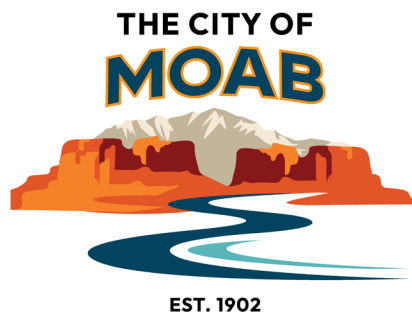
| Payee Name                      | Reference Number | Payment Date | Payment Amount      | Void Date | Void Amount   | Source     |
|---------------------------------|------------------|--------------|---------------------|-----------|---------------|------------|
| AARON P. WISE ATTORNEY AT LAW   | 279589           | 03/04/2026   | \$3,000.00          |           |               | Purchasing |
| AMAZON CAPITAL SERVICES         | 279590           | 03/04/2026   | \$2,681.32          |           |               | Purchasing |
| CANYONLANDS AUTO & MINING SUP   | 279591           | 03/04/2026   | \$215.70            |           |               | Purchasing |
| CHEMTECH-FORD LLC               | 279592           | 03/04/2026   | \$1,397.00          |           |               | Purchasing |
| CITY OF MOAB                    | 279593           | 03/04/2026   | \$5,990.45          |           |               | Purchasing |
| CIVIL SCIENCE INFRASTRUCTURE IN | 279594           | 03/04/2026   | \$24,887.00         |           |               | Purchasing |
| COLORADO ASSOCIATION OF SKI TO  | 279595           | 03/04/2026   | \$800.00            |           |               | Purchasing |
| COOL, DAVID                     | 279596           | 03/04/2026   | \$200.00            |           |               | Purchasing |
| COWDELL LAW                     | 279597           | 03/04/2026   | \$3,000.00          |           |               | Purchasing |
| DESERT THREAD LLC               | 279598           | 03/04/2026   | \$185.50            |           |               | Purchasing |
| DESERT WEST OFFICE SUPPLY       | 279599           | 03/04/2026   | \$376.75            |           |               | Purchasing |
| FRONTIER                        | 279600           | 03/04/2026   | \$1,849.15          |           |               | Purchasing |
| GRAINGER                        | 279601           | 03/04/2026   | \$4,384.55          |           |               | Purchasing |
| GRAND COUNTY EMS                | 279602           | 03/04/2026   | \$2,875.00          |           |               | Purchasing |
| GRAND WATER & SEWER AGENCY      | 279603           | 03/04/2026   | \$155.20            |           |               | Purchasing |
| HANSEN ALLEN & LUCE INC         | 279604           | 03/04/2026   | \$16,444.55         |           |               | Purchasing |
| HYDROCORP, LLC                  | 279605           | 03/04/2026   | \$1,609.38          |           |               | Purchasing |
| INTERMOUNTAIN FARMERS ASSOCIA   | 279606           | 03/04/2026   | \$4,799.20          |           |               | Purchasing |
| Johnson, Sommar                 | 279607           | 03/04/2026   | \$1,134.00          |           |               | Purchasing |
| KILGORE COMPANIES LLC           | 279608           | 03/04/2026   | \$840.88            |           |               | Purchasing |
| KIMBALL MIDWEST                 | 279609           | 03/04/2026   | \$201.15            |           |               | Purchasing |
| Knurbin, Michael                | 279610           | 03/04/2026   | \$272.00            |           |               | Purchasing |
| Matzen, Mark                    | 279611           | 03/04/2026   | \$417.22            |           |               | Purchasing |
| MOAB AUTO PARTS INC.            | 279612           | 03/04/2026   | \$326.19            |           |               | Purchasing |
| MOAB MAILING CENTER             | 279613           | 03/04/2026   | \$51.01             |           |               | Purchasing |
| Moran, Ryan                     | 279614           | 03/04/2026   | \$272.00            |           |               | Purchasing |
| MOUNTAINLAND SUPPLY             | 279615           | 03/04/2026   | \$2,219.59          |           |               | Purchasing |
| NUSO LLC                        | 279616           | 03/04/2026   | \$426.57            |           |               | Purchasing |
| OFFICE EQUIPMENT CO.            | 279617           | 03/04/2026   | \$145.00            |           |               | Purchasing |
| PERSONNEL SAFETY ENTERPRISES    | 279618           | 03/04/2026   | \$613.85            |           |               | Purchasing |
| PETERSON PLUMBING SUPPLY        | 279619           | 03/04/2026   | \$1,515.00          |           |               | Purchasing |
| PITNEY BOWES INC - RENTAL       | 279620           | 03/04/2026   | \$968.94            |           |               | Purchasing |
| POLYDYNE INC.                   | 279621           | 03/04/2026   | \$9,426.78          |           |               | Purchasing |
| PROVELOCITY                     | 279622           | 03/04/2026   | \$3,201.00          |           |               | Purchasing |
| REVCO LEASING COMPANY           | 279623           | 03/04/2026   | \$3,059.37          |           |               | Purchasing |
| RICK'S GLASS                    | 279624           | 03/04/2026   | \$379.74            |           |               | Purchasing |
| ROCKY MOUNTAIN POWER            | 279625           | 03/04/2026   | \$122.57            |           |               | Purchasing |
| SILVER SPUR CONSTRUCTION        | 279626           | 03/04/2026   | \$5,149.30          |           |               | Purchasing |
| SKAGGS                          | 279627           | 03/04/2026   | \$1,090.84          |           |               | Purchasing |
| SKYLER CURRIE                   | 279628           | 03/04/2026   | \$915.00            |           |               | Purchasing |
| SMASH ATHLETICS                 | 279629           | 03/04/2026   | \$728.73            |           |               | Purchasing |
| Speicher, Anthony               | 279630           | 03/04/2026   | \$272.00            |           |               | Purchasing |
| STANDARD PLUMBING SUPPLY CO.    | 279631           | 03/04/2026   | \$665.81            |           |               | Purchasing |
| Stott, Trisha                   | 279632           | 03/04/2026   | \$84.00             |           |               | Purchasing |
| T.W.S. CONSTRUCTION INCORPORAT  | 279633           | 03/04/2026   | \$36,981.79         |           |               | Purchasing |
| THATCHER COMPANY INC.           | 279634           | 03/04/2026   | \$12,066.98         |           |               | Purchasing |
| THE BENNETT GROUP DC            | 279635           | 03/04/2026   | \$6,000.00          |           |               | Purchasing |
| THE MOAB TIMES-INDEPENDENT      | 279636           | 03/04/2026   | \$600.00            |           |               | Purchasing |
| Trim, Patrick                   | 279637           | 03/04/2026   | \$272.00            |           |               | Purchasing |
| TURF EQUIPMENT & IRRIGATION INC | 279638           | 03/04/2026   | \$786.63            |           |               | Purchasing |
| TURNER LUMBER OF MOAB           | 279639           | 03/04/2026   | \$145.09            |           |               | Purchasing |
| W.E.T. INC.                     | 279640           | 03/04/2026   | \$750.00            |           |               | Purchasing |
| WALKER DRUG                     | 279641           | 03/04/2026   | \$94.93             |           |               | Purchasing |
| WALKER'S TRUE VALUE HARDWARE    | 279642           | 03/04/2026   | \$2,247.43          |           |               | Purchasing |
| WASH-IT EXPRESS                 | 279643           | 03/04/2026   | \$415.76            |           |               | Purchasing |
| XYLEM WATER SOLUTIONS USA, INC. | 279644           | 03/04/2026   | \$3,125.43          |           |               | Purchasing |
| ZIONS BANK PUBLIC FINANCIAL SER | 279645           | 03/04/2026   | \$373,323.27        |           |               | Purchasing |
| ZUNICH BROS. MECHANICAL LLC     | 279646           | 03/04/2026   | \$2,756.29          |           |               | Purchasing |
|                                 |                  |              | <b>\$548,914.89</b> |           | <b>\$0.00</b> |            |

**MOAB CITY CORPORATION**  
**Disbursement Listing**  
**MACU Checking - 02/19/2026 to 02/25/2026**

| <b>Payee Name</b>               | <b>Reference<br/>Number</b> | <b>Payment<br/>Date</b> | <b>Payment<br/>Amount</b> | <b>Void<br/>Date</b> | <b>Void<br/>Amount</b> | <b>Source</b> |
|---------------------------------|-----------------------------|-------------------------|---------------------------|----------------------|------------------------|---------------|
| AMAZON CAPITAL SERVICES         | 279554                      | 02/25/2026              | \$1,941.23                |                      |                        | Purchasing    |
| AMBITECH, INC. DBA RTS TACTICAL | 279555                      | 02/25/2026              | \$3,837.30                |                      |                        | Purchasing    |
| BEH BROTHERS CONSTRUCTION, LL   | 279556                      | 02/25/2026              | \$523,096.03              |                      |                        | Purchasing    |
| BLICK ART MATERIALS, LLC        | 279557                      | 02/25/2026              | \$40.31                   |                      |                        | Purchasing    |
| BOBCAT OF THE ROCKIES           | 279558                      | 02/25/2026              | \$154.26                  |                      |                        | Purchasing    |
| BOWEN COLLINS & ASSOCIATES INC. | 279559                      | 02/25/2026              | \$193.25                  |                      |                        | Purchasing    |
| BRANTLEY DISTRIBUTING LLC       | 279560                      | 02/25/2026              | \$518.40                  |                      |                        | Purchasing    |
| CANYONLANDS ADVERTISING         | 279561                      | 02/25/2026              | \$80.00                   |                      |                        | Purchasing    |
| CANYONLANDS AUTO & MINING SUP   | 279562                      | 02/25/2026              | \$238.46                  |                      |                        | Purchasing    |
| CARD SIGNS                      | 279563                      | 02/25/2026              | \$905.00                  |                      |                        | Purchasing    |
| CARDIO PARTNERS INC.            | 279564                      | 02/25/2026              | \$1,369.78                |                      |                        | Purchasing    |
| CIVIL SCIENCE INFRASTRUCTURE IN | 279565                      | 02/25/2026              | \$1,259.50                |                      |                        | Purchasing    |
| Ellison, Barry                  | 279566                      | 02/25/2026              | \$538.20                  |                      |                        | Purchasing    |
| ENBRIDGE GAS                    | 279567                      | 02/25/2026              | \$14,072.08               |                      |                        | Purchasing    |
| FLOORING AMERICA                | 279568                      | 02/25/2026              | \$1,347.00                |                      |                        | Purchasing    |
| GRAINGER                        | 279569                      | 02/25/2026              | \$211.07                  |                      |                        | Purchasing    |
| KILGORE COMPANIES LLC           | 279570                      | 02/25/2026              | \$259.86                  |                      |                        | Purchasing    |
| Kirk, Kerri                     | 279571                      | 02/25/2026              | \$176.40                  |                      |                        | Purchasing    |
| MOAB AUTO PARTS INC.            | 279572                      | 02/25/2026              | \$106.70                  |                      |                        | Purchasing    |
| MOAB FREE HEALTH CLINIC         | 279573                      | 02/25/2026              | \$15,000.00               |                      |                        | Purchasing    |
| MOUNTAINLAND SUPPLY             | 279574                      | 02/25/2026              | \$160.52                  |                      |                        | Purchasing    |
| O'Hern, Kevin                   | 279575                      | 02/25/2026              | \$245.38                  |                      |                        | Purchasing    |
| PACKARD WHOLESALE               | 279576                      | 02/25/2026              | \$1,937.16                |                      |                        | Purchasing    |
| REVCO LEASING COMPANY           | 279577                      | 02/25/2026              | \$48.10                   |                      |                        | Purchasing    |
| SIRCHIE FINGER PRINT LABS       | 279578                      | 02/25/2026              | \$56.30                   |                      |                        | Purchasing    |
| SPECTRA ASSOCIATES, INC.        | 279579                      | 02/25/2026              | \$1,150.00                |                      |                        | Purchasing    |
| STANDARD PLUMBING SUPPLY CO.    | 279580                      | 02/25/2026              | \$70.60                   |                      |                        | Purchasing    |
| SVCi                            | 279581                      | 02/25/2026              | \$660.00                  |                      |                        | Purchasing    |
| TRANSWEST, INC                  | 279582                      | 02/25/2026              | \$250.05                  |                      |                        | Purchasing    |
| TURNER LUMBER OF MOAB           | 279583                      | 02/25/2026              | \$287.99                  |                      |                        | Purchasing    |
| U.S. POSTMASTER                 | 279584                      | 02/25/2026              | \$479.31                  |                      |                        | Purchasing    |
| UTAH STATE DIVISION OF FINANCE  | 279553                      | 02/25/2026              | \$39,743.73               |                      |                        | Purchasing    |
| VERIZON WIRELESS                | 279585                      | 02/25/2026              | \$2,661.90                |                      |                        | Purchasing    |
| WALKER'S TRUE VALUE HARDWARE    | 279586                      | 02/25/2026              | \$1,340.98                |                      |                        | Purchasing    |
| WEST COAST CODE CONSULTANTS (   | 279587                      | 02/25/2026              | \$15,014.80               |                      |                        | Purchasing    |
| WHEELER MACHINERY CO            | 279588                      | 02/25/2026              | \$29.68                   |                      |                        | Purchasing    |
|                                 |                             |                         | <b>\$629,481.33</b>       |                      | <b>\$0.00</b>          |               |



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



**Mayor:** Joette Langianese

**Council:** Tawny Knuteson-Boyd  
Miles Loftin  
Kaitlin Myers  
Jason Taylor  
Colin Topper

February 18, 2026

Office of Infrastructure Deployment  
Office of the Secretary of Transportation  
1200 New Jersey Ave, SE  
Washington, DC 20590  
United States

To Whom It May Concern,

The City of Moab is pleased to provide its strong support for Grand County's application to the U.S. Department of Transportation's Better Utilizing Investments to Leverage Development (BUILD) Grant Program for planning and design funding to improve Sand Flats Road and develop a separated multi-use pathway serving the Sand Flats Recreation Area.

Sand Flats Road is a critical access corridor connecting the Moab community to the Sand Flats Recreation Area, the La Sal Mountains, and surrounding public lands. It serves residents, local businesses, commercial tour operators, visitors, and emergency responders. As visitation continues to increase, the corridor experiences growing congestion, user conflicts, and safety concerns—particularly where motorized and non-motorized traffic share narrow roadway segments and unpaved sections.

The proposed project would pave the remaining gravel portions of the roadway, standardize lane widths and shoulders, and construct a detached multi-use pathway where feasible. These improvements would enhance safety, reduce conflicts between user groups, improve emergency access and response reliability, and decrease dust and maintenance demands. Providing separated facilities for pedestrians and cyclists is especially important in a high-use recreational corridor with significant seasonal peaks.

This project is consistent with the 2022 City of Moab and Grand County Unified Transportation Master Plan and reflects a coordinated regional effort to ensure infrastructure keeps pace with visitation growth. Planning and design funding is a critical first step toward implementing long-term improvements that support public safety, sustainable tourism, and economic vitality.

For these reasons, the City of Moab strongly supports this application and appreciates your consideration of this important transportation investment.

Sincerely,

Joette Langianese  
Mayor  
City of Moab



## MOAB CITY COUNCIL AGENDA

March 10, 2026

**TITLE:** Redesign of the Center Street Ballpark Contract Award

**DISPOSITION:** Discussion and possible action.

**PRESENTER/S:** Patrick Trim, Parks, Recreation & Trails

**ATTACHMENT/S:** Attachment 1 -- Draft Contract, Attachment 2 - Draft Scope of Work/Proposal

**STAFF RECOMMENDATION:** Staff recommend award of the contract for the Redesign of the Center Street Ballpark to Civil Science in the amount of \$144,600.00.

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### SUMMARY:

The City of Moab sought proposals for the complete redesign of the Center Street Ballpark at 198 E Center St. Moab, UT. The City wanted an innovative yet practical plan that transforms the space into a multi-use sports and civic complex to meet the current and future recreational needs of the community. Subsequently the City advertised for bids for design and received six bids by the due date of November 13, 2025. The preliminary budget is \$150,000.

Staff have reviewed and scored all submissions, and recommend award of the design contract to Civil Science.

**Proposed Motion:** "I move to award the contract for the Redesign of the Center Street Ballpark to Civil Science in the amount of \$144,600.00 and authorize the Mayor to sign the agreement."

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**RELEVANT LAWS, STUDIES & PLANS:** This will support the Parks Master Plan. This also supports the following Strategic Planning Goals: GOAL: IMPLEMENT PLANS, "Plan, fund, and implement master plans and small area plans to enhance Moab's infrastructure, supporting sustainable growth while prioritizing community aesthetics through thoughtful design, regular maintenance, and the integration of elements that reflect the city's unique character and values."

**RESPONSIBLE DEPARTMENT:** Parks, Recreation & Trails

**FINANCIAL IMPACT:** Funding for this project comes from the Capital Projects Funds, 41770656.





## **AGREEMENT FOR SERVICES**

**by and between**

**THE CITY OF MOAB,  
A MUNICIPAL CORPORATION**

**and**

Civil Science

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THIS AGREEMENT FOR SERVICES (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the City of Moab, a municipal corporation,

(the “**City**”) and Civil Science (the “**Contractor**”). The City and the Contractor are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties.**”

### **RECITALS**

A. The City has sought, by issuance of a request for proposal or invitation to bid, the performance of the services defined and described in Section 1 of this Agreement.

B. The Contractor, following submission of a proposal or bid for the performance of the services defined and described in Section 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City’s Municipal Code Section 2.28.130, the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of the Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as defined and described in this Agreement.

### **AGREEMENT**

In consideration of the mutual promises and covenants made by the Parties and contained in this Agreement and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

#### **1. SERVICES OF CONTRACTOR**

##### **1.1 Scope of Work**

In compliance with all the terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Work” attached to this Agreement as **Exhibit A** and incorporated by this reference. The services described in the Scope of Work shall be referred to as the “**Work**” in this Agreement. The Contractor acknowledges that it accepts the risk that the Work may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation should this occur. As a material inducement to the City entering into this Agreement, the Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Work in a thorough, competent, and professional manner and is experienced in performing the Work. The Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent perform all aspects of the Work. The Contractor covenants that it shall follow the highest professional standards in performing the Work required by this Agreement and that all materials will be of good quality and fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

## 1.2 Contractor's Proposal

The Work shall include the Contractor's scope of work, proposal or bid, bid specifications, official design prints and specifications, change orders, approved written instructions, and written contract amendments and notice of award, if any, which shall be incorporated into this Agreement by this reference as though fully set forth in this Agreement. If any inconsistency between any scope of work, proposal or bid and this Agreement, the terms of this Agreement shall govern.

## 1.3 Compliance with Law

The Contractor shall keep itself informed concerning and shall render the Work in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

## 1.4 Licenses, Permits, Fees and Assessments

The Contractor shall obtain at its sole cost and expense and shall maintain such licenses, permits and approvals as may be required by law for the performance of the Work. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from, or are necessary for, the Contractor's performance of the Work. The Contractor shall indemnify, defend and hold harmless the City, its officers, employees or agents against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against the City.

## 1.5 Familiarity with Work

By executing this Agreement, the Contractor warrants that it:

- 1.5.1. Has thoroughly investigated and has considered the scope of the Work;
- 1.5.2. Has carefully considered how the Work should be performed;
- 1.5.3. Fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement;
- 1.5.4. Has, or will, investigate the site and is, or will be, fully acquainted with the existing conditions prior to commencement of any aspect of the Work upon any site that may be needed to perform the Work;
- 1.5.5. Shall immediately inform the City should the Contractor discover any latent or unknown conditions which will materially affect the performance of any aspect of the Work and shall not proceed except at Contractor's sole risk and expense until written instructions are received from an authorized representative of the City.

## 1.6 Care of the Work

The Contractor shall adopt reasonable methods during the life of this Agreement to furnish continuous protection of the Work and any related equipment, materials, papers, documents, plans, studies and/or other components to prevent losses or damages. The Contractor shall be responsible for all damages to persons or property until acceptance of the Work by the City, except such losses or damages as may be caused by the City's own negligence.

#### 1.7 Warranty

The Contractor warrants that all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material or workmanship. The Contractor agrees that for a period of three (3) years (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work, faulty material or workmanship or non-conformance of the work with the Scope of Work, scope of work, proposal or bid, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at the Contractor's sole cost and expense. The Contractor shall act sooner as requested by the City in response to an emergency. In addition, the Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective or faulty material or workmanship or non-conforming work and any work which becomes damaged in the course of repairing or replacing the defective or faulty material or workmanship or non-conforming work. For any work corrected, the Contractor's obligation to correct defective or faulty material or workmanship or non-conforming work shall be reinstated for an additional one-year period, commencing with the date of acceptance of the corrected work. The Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by the Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and the Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. If the Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or faulty material or workmanship or non-conforming work and any work damaged by any defective or faulty material or workmanship or non-conforming work at the Contractor's sole expense. The Contractor shall be obligated to fully reimburse the City for any expenses incurred upon demand. This provision may be waived in Exhibit B if the Work does not include construction of any improvements or the supplying of equipment or materials.



### 1.8 Further Responsibilities of Parties

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the Work of the other.

### 1.9 Services in Addition to the Work

The City shall have the right at any time during the performance of the Work, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Work (Exhibit A) or make changes by altering, adding to or deducting from Scope of Work (Exhibit A). No such extra services may be undertaken unless a written order is first given by the City Manager to the Contractor. These extra services may include an adjustment in (i) the Schedule of Compensation (Exhibit C), and/or (ii) Schedule of Performance (Exhibit D), (if applicable) and these adjustments are subject to the written approval of the Contractor. Any increases in the Schedule of Compensation (Exhibit C), taken either separately or cumulatively, must be approved by the City Manager if the total cost of the services does not exceed \$50,000. If the total cost of the services will exceed \$50,000, the extra services need to be approved by the Mayor. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work or reasonably contemplated by it.

### 1.10 Special Requirements

Additional terms and conditions of this Agreement, if any, which are made a part of this Agreement, are set forth in the "Special Requirements" which are attached as Exhibit B (if applicable) and are incorporated in this Agreement by this reference. If a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of this Agreement shall govern.

## 2. **COMPENSATION AND METHOD OF PAYMENT**

### 12.1. Agreement Sum

Subject to any limitations set forth in this Agreement, the City agrees to pay the Contractor the amounts specified in the "Schedule of Compensation" attached as Exhibit C and incorporated in this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed \$50,000 ("**Agreement Sum**"), unless additional compensation is approved pursuant to Section 1.9. The Schedule of Compensation shall include the attendance of the Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the Work with the City is a critical component of the Work. If the Contractor is required to attend additional meetings to facilitate such coordination, the Contractor shall not be entitled to any additional compensation for attending these meetings.

The Contractor acknowledges that the City is greatly concerned about the cost of work and the Work. For this reason, the Contractor agrees that if the Contractor becomes aware of any facts, circumstances, techniques or events that may or will materially increase or decrease the cost of the Work contemplated in this Agreement and specified in the Schedule of Compensation, the Contractor shall promptly notify the City Manager of this fact, circumstance, technique or event and the estimated increased or decreased cost and, if the Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed. The Contractor understands that even if it notifies the City Manager of an increase, the City shall not pay any additional funds to the Contractor for any increase unless the Parties fully execute a written amendment to this Agreement pursuant to Section 9.4.

## 2.2 Method of Compensation

The method of compensation may include:

- 2.2.1. a lump sum payment upon completion;
- 2.2.2. payment in accordance with specified tasks or the percentage of completion of the Work;
- 2.2.3. payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Agreement Sum;
- 2.2.4. such other methods as may be specified in the Schedule of Compensation.

## 2.3 Reimbursable Expenses

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses and travel expenses approved by the City Manager in advance and only if specified in the Schedule of Compensation.

## 2.4 Invoices

Each month, the Contractor shall furnish to the City an invoice for all services performed and expenses incurred during the preceding month to carry out the Work. Contractor shall furnish an invoice in a form approved by City's Finance Director and which includes copies of all receipts. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment and supplies.

The City shall independently review each invoice submitted by the Contractor to determine whether the services performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for services performed or expenses incurred by the Contractor which are disputed by the City, or as provided in Section 7.3., the City shall use its best efforts to cause the Contractor to be paid for an invoice within forty-five (45) days of receipt of the Contractor's correct and undisputed invoice. If any charges or expenses are

disputed by the City, the City shall notify the Contractor within thirty (30) days of receipt of the invoice and request that the Contractor correct and resubmit the invoice.

#### 2.5 Waiver

Payment to the Contractor for services performed pursuant to this Agreement shall not be deemed to waive any defect in the work, faulty material or workmanship or non-conformance of the services performed by the Contractor.

### **3. PERFORMANCE SCHEDULE**

#### 3.1 Time of Essence

Time is of the essence in the performance of this Agreement.

#### 3.2 Schedule of Performance

The Contractor shall commence the services pursuant to this Agreement upon full execution of this Agreement and shall perform all services within the time period(s) established in the Schedule of Performance attached as Exhibit D and incorporated in this Agreement by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the City Manager.

#### 3.3 Force Majeure

The time period(s) specified in the Schedule of Performance for performance of the services pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of any delay notify the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of any delay and extend the time for performing the services for the period of the delay when, and if, in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

#### 3.4 Inspection and Final Acceptance

The City may inspect and accept or reject any of the Contractor's work under this Agreement, either during performance or when the terms of this contract are fully completed. The City shall reject or finally accept the Contractor's work within forth five (45) days after the services being provided to the City are fully completed. The City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. The City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by the City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 5, pertaining to insurance, indemnification and bonds.

### 3.5 Term

Unless terminated earlier in accordance with Section 7.8 of this Agreement, the term of this Agreement shall be for twelve (12) months, beginning on the date of full execution of this Agreement and extending through and concluding at 11:59 p.m. on the day before the anniversary date of this Agreement ("**Term**"). This Agreement shall automatically be extended for an additional year at the end of any Term unless either Party provides written notice of its desire not to renew this Agreement to the other Party prior to sixty (60) days of the expiration of any Term or extension. This Agreement shall continue to automatically renew indefinitely until terminated by either Party, except as otherwise provided in the Schedule of Performance (Exhibit D).

## 4. COORDINATION

### 4.1 Representatives and Personnel of Contractor

The following principals of the Contractor ("**Principals**") are designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the Work:

|        |         |
|--------|---------|
| (Name) | (Title) |
|--------|---------|

|        |         |
|--------|---------|
| (Name) | (Title) |
|--------|---------|

|        |         |
|--------|---------|
| (Name) | (Title) |
|--------|---------|

The Contractor expressly understands that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for the City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this

Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Work. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of the City. Additionally, the Contractor shall make every reasonable effort to maintain the stability and continuity of the Contractor's staff, if any, assigned to perform the Work. The Contractor shall notify the City of any changes in the Contractor's staff assigned to perform the Work, prior to and during any such performance.

#### 4.2 Status of Contractor

In providing the Work under this Agreement, the Parties expressly agree that the Contractor is acting as an independent contractor and not as an employee of the City. The Contractor shall have no authority to bind the City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the City. The Contractor shall not at any time nor in any manner represent that the Contractor or any of the Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of the City. Neither the Contractor, nor any of the Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the City's employees. The Contractor expressly waives any claim the Contractor may have to any such rights.

#### 4.3 Contract Officer

The Contract Officer shall be such person as may be designated by the City Manager of the City. Should the City Manager appoint a Contract Officer, it shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Work and the Contractor shall refer any decisions which must be made by the City to the Contract Officer. Unless otherwise specified in this Agreement, any required approval of the City shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required to carry out the terms of this Agreement. In the absence of a designated Contract Officer, the City Manager shall serve the duties of the Contract Officer as specified above on behalf of the City.

#### 4.4 Independent Contractor

Neither the City nor any of its employees shall have any control over the manner, mode or means by which the Contractor, its agents or employees, perform the Work required in this Agreement, except as otherwise set forth in this Agreement. The City shall have no voice in the selection, discharge, supervision or control of the Contractor's employees, representatives or agents, or in fixing their number, compensation or hours of service. The Contractor shall perform the Work as an independent contractor of the City and shall remain at all times as to the

City a wholly independent contractor with only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

#### 4.5 Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of the Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, the Contractor shall not contract with any other entity to perform in whole or in part the Work without the express written approval of the City. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City. Transfers restricted by this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of the Contractor, taking all transfers into account on a cumulative basis. If any such unapproved transfer, including any bankruptcy proceeding, the City, at its sole discretion, may void this Agreement in whole or in part. No approved transfer shall release the Contractor or any surety of the Contractor of any liability without the express consent of the City.

### 5. **INSURANCE, INDEMNIFICATION AND BONDS**

#### 5.1 Insurance Coverages

General: The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, during the entire term of this Agreement including any extension as specified in Section 3.2, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of the City:

Comprehensive General Liability Insurance: A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

Worker's Compensation Insurance: A policy of worker's compensation insurance in an amount sufficient to fully comply with the laws of the State of Utah and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the Work.

Automotive Insurance: A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. The policy shall include coverage for owned, non-owned, leased and hired cars.

Professional Liability: Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to the Work. The insurance must be maintained for at least five consecutive years following the completion of the Work or the termination of this Agreement. During this additional five-year period, the Contractor shall annually, and upon request of the City, submit written evidence of this continuous coverage.

Additional Insurance: Policies of such other insurance, as may be required in the Special Requirements.

## 5.2 General Insurance Requirements

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by the City or its officers, employees or agents shall apply in excess of, and not contribute with the Contractor's insurance. The insurer is deemed to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of these policies of insurance shall provide that the insurance may not be amended or cancelled by the insurer or any Party without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. If any of these policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the City Manager. The Contractor shall not commence the Work or any other services until the Contractor has provided the City with Certificates of Insurance or appropriate evidence of the above insurance coverages and these Certificates of Insurance or appropriate evidence of the above insurance are accepted by the City. The City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to the City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION: SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED IN THIS AGREEMENT.

[to be initialed] \_\_\_\_\_

## Agent Initials

The City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds with respect to: liability arising out of activities the Contractor performs; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, and its respective elected and appointed officers, officials, employees or volunteers. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

### 5.3 Indemnification

To the full extent permitted by law, the Contractor shall indemnify, defend at its own expense and hold harmless the City, its officers, employees, agents and volunteers ("**Indemnified Parties**") against, and shall hold and save them and each of them harmless from any and all liability and actions whether judicial, administrative, regulatory or arbitrated ("**Actions**") and any and all losses, claims, expenses or damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the Work or any other operations or activities provided in this Agreement of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Contractor is legally liable ("**Indemnors**"), or arising from the Contractor's negligent, reckless or willful misconduct, or arising from the Contractor's Indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement ("**Claims**"). The Contractor shall defend any Action filed in connection with any such Claims and shall pay all costs and expenses, including legal costs and attorneys' fees incurred in connection with any Claims.

The Contractor shall promptly pay any judgment rendered against the City, its officers, agents or employees for any such Claims arising out of or in connection with the performance of or failure



to perform services, operations or activities of the Contractor and the Contractor agrees to save and hold the City, its officers, agents, and employees harmless.

If the City, its officers, agents or employees is made a party to any Action filed or prosecuted against the Contractor for such Claims arising out of or in connection with the performance of or failure to perform the services, operation or activities of the Contractor, the Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Failure of the City to monitor compliance with these provisions shall not be a waiver of this requirement. The provisions of this Section do not apply to claims or liabilities occurring as a result of the City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from the City's negligence, except that design professionals' indemnity shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Contractor and shall survive termination of this Agreement.

#### 5.4 Performance Bond

Concurrently with execution of this Agreement, and if required in Exhibit B, the Contractor shall deliver to the City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

#### 5.5 Sufficiency of Insurer or Surety

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in Utah, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City Manager due to unique circumstances. If this Agreement continues for more than three years duration, or the City Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the City Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City Manager to the City Council of City within ten (10) days of receipt of notice from the City Manager.

## **6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records**

The Contractor shall keep all ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to the City and Work (“**Records**”), as shall be necessary to perform the Work and enable the City to evaluate the performance of the Work. Any and all such Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City shall have full and free access to these Records at all times during normal business hours of the City, including the right to inspect, copy, audit and make transcripts from such Records. The Contractor shall maintain such Records for a period of seven (7) years following completion of the Work, and the City shall have access to such Records if an audit is required. If of dissolution of Contractor’s business, custody of the Records shall be given to the City, and access shall be provided by Contractor’s successor in interest.

### **6.2 Reports**

The Contractor shall periodically prepare and submit to the City Manager (or his or her designee) such reports concerning the performance of the Work required by this Agreement as the City Manager (or his or her designee) shall require as well as any reporting required in the Scope of Work.

### **6.3 Ownership of Documents**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (“**Documents**”) prepared by the Contractor, its employees and agents in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the City Manager (or his or her designee) or upon the termination of this Agreement. The Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the Documents. Any use, reuse or assignment of such Documents for other projects and/or use of uncompleted documents without specific written authorization by the City shall be at the Contractor’s sole risk and without liability to the City. The Contractor may retain copies of such Documents for its own use. The Contractor shall have an unrestricted right to use the concepts embodied.

### **6.4 Confidentiality and Release of Information**

All information gained or work product produced by the Contractor in performance of this Agreement shall be held confidential by the Contractor unless such information is in the public domain or already known to the Contractor. The Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the City Manager (or his or her designee).

The Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Work. Response to a subpoena or court order shall not be considered “voluntary.”

If the Contractor, or any officer, employee or agent of the Contractor, provides any information or work product in violation of this Agreement, the City shall have the right to reimbursement and indemnity from the Contractor for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of the Contractor’s conduct.

The Contractor shall immediately notify the City should the Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the Work. The City retains the right, but has no obligation, to represent the Contractor or be present at any deposition, hearing or similar proceeding. The Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response provided by the Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

## **7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 Utah Law**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Utah. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Grand, State of Utah, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the District of Utah, Tenth Circuit.

### **7.2 Disputes; Default**

If the Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating the Contractor for any services performed after the date of default. Instead, the City may give notice to the Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding

invoices during the period of default. If the Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Section. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

#### 7.3 Retention of Funds

The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute or which are necessary to compensate the City for any losses, costs, liabilities or damages suffered by the City, and (ii) all amounts for which the City may be liable to third parties, by reason of the Contractor's acts or omissions in performing or failing to perform the Contractor's obligation under this Agreement. If any claim is made by a third party, the amount or validity of which is disputed by the Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the City as elsewhere provided in this Agreement.

#### 7.4 Waiver

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

#### 7.5 Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

#### 7.6 Legal Action

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

#### 7.7 Liquidated Damages

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of \_\_\_\_\_ (\$\_\_\_\_\_) as liquidated damages for each working day of delay in the performance of any service required by this Agreement, as specified in the Scope of Work (Exhibit A) and Schedule of Performance (Exhibit D). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

#### 7.8 Termination Prior to Expiration of Term

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the City Manager. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services except those as may be specifically approved by the City Manager. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the City Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the City Manager, except as provided in Section 7.3. If the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced and/or services delivered. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

#### 7.9 Termination for Default of Contractor

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, the City may, after compliance with the provisions of Section 7.2, take over the services and see them to completion by contract or otherwise. Should this occur, the Contractor shall be liable to the extent that the total cost for completion of the services required exceeds the Schedule of Compensation in this Agreement (provided that the City shall use reasonable efforts

to mitigate such costs), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of amount in excess of the Schedule of Compensation.

#### 7.10 Attorneys' Fees

If either Party to this Agreement is required to initiate or defend is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation.

### **8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### 8.1 Non-Liability of City Officers and Employees

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

#### 8.2 Conflict of Interest

The Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder the Contractor's performance of services under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee or agent without the express written consent of the City Manager. The Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Contractor warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this Agreement.

#### 8.3 Covenant Against Discrimination

The City is committed to providing equal employment opportunity for all persons without regard to race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law. The Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against any person or group of persons on account of race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law.

## **9. MISCELLANEOUS PROVISIONS**

### **9.1     Notices**

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and served personally, sent via email, or sent by prepaid, first-class mail, in the case of the City, to the City Manager, City of Moab, 217 East Center Street, Moab, UT 84532 or mblack@moabcity.gov and in the case of the Contractor, to the person at the physical and email addresses designated on the signature page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

### **9.2     Interpretation**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. For the purposes of this agreement, the term “shall” means an action that is required or mandatory.

### **9.3     Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

### **9.4     Integration; Amendment**

This Agreement including the attachments is the entire, complete and exclusive expression of the understanding of the Parties on the subject of this Agreement. There are no oral agreements between the Parties concerning this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and signed by the Contractor and by the City Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

#### 9.5 Severability

If any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid or unenforceable by an order, judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs or sections of this Agreement which are hereby agreed to be severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

#### 9.6 Corporate Authority

The persons executing this Agreement on behalf of the Parties warrant that (i) the Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of the Party, (iii) by executing this Agreement, the Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

#### 9.7 No Waiver of Immunity

The City advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this Agreement are expressly limited to the amounts identified in the Act. Further, nothing in this Agreement shall be deemed to abrogate or waive any immunity possessed by the City, including immunity under the Utah Governmental Immunity Act, U.C.A. § 63G-6-101, et seq., or other applicable law.

#### 9.8 Titles/Headings



The headings in the Agreement are for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

9.9     Necessary Acts of Cooperation

The Parties agree to do any act or thing necessary to execute any and all documents or instruments required by this Agreement and which are necessary and proper to make effective the provisions of and transaction contemplated by this Agreement. Provided, however, that neither Party shall act, or purport to act, on behalf of the other without the express written consent of the other Party.

9.10    Legal Review

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

9.11    Incorporation of Recitals

The recitals set forth in this Agreement are incorporated as part of this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as follows:

**CITY:**

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

CITY OF MOAB, a municipal corporation

\_\_\_\_\_  
Michael Black  
City Manager

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_

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

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

Address: \_\_\_\_\_

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

**ATTESTED:**

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

\_\_\_\_\_  
Sommar Johnson  
City Recorder

**EXHIBIT A**  
**SCOPE OF WORK, BUDGET & SCHEDULE OF PERFORMANCE**

**See the attachment.**



# CITY OF MOAB CENTER STREET BALLPARK





# INTRODUCTION LETTER

Thursday, November 13, 2025

**City of Moab**

Attn: Selection Committee  
217 E Center Street  
Moab, UT 84532

**RE: Proposal - City of Moab's Center Street Ballpark**

Civil Science is pleased to submit this proposal for professional landscape architecture and engineering services for the **City of Moab's Center Street Ballpark** project. We are currently offering these services to Moab from our St. George office. We understand the importance of providing quality professional services on time, on budget and in the best interest of the City.

Civil Science offers the City of Moab the services of **Jeff Peay, PLA** as the Project Manager (and primary point of contact), **Jordan Goff, PLA** as our Landscape Architect, and **Cody Howick, PE** as our Sports & Park Specialist. ***Combined, Jeff, Jordan, and Cody have managed park planning and landscape architecture projects for over 40 years.***

Civil Science brings the necessary experience to successfully deliver this project and is excited to offer the City the following distinct benefits:

- **Project Manager Expertise:** Jeff Peay, PLA has designed, managed and completed a variety of park projects throughout his 27-year career. Jeff and his team will work with the City to develop a project that is creative, sustainable, and functional for the community. He focuses on solutions that are realistic, implementable and cost-effective.
- **Leveraged Project Knowledge:** Our prior involvement in the conceptual design of this park provides a distinct advantage, significantly accelerating the timeline and minimizing redundant effort. We have a proven track record of collaborating with the City, notably creating a consistent design aesthetic for the Dispersed Parking project. We are committed to extending this cohesive design vision to Center Street Ballpark, enhancing the overall downtown area.
- **Quality:** We are well known for assembling quality park plans with attention to details. This quality pays dividends during other phases of the project, especially construction when contractor risk is reduced because of detailed construction drawings and specifications.
- **Cost Efficiency & Coordination:** Civil Science has provided municipal design and engineering services in Utah for over 20 years and has a great understanding of the local engineering and landscape architecture preferences and standards.
- **Commitment:** We commit to Moab City to dedicate the technical expertise and equipment resources as necessary to meet project requirements as established for this proposal. We are committed to maintaining our long-term relationship with the City.

The Civil Science team will continue to provide quality, cost-efficient planning services to the City. The undersigned are authorized to sign this statement on behalf of Civil Science. We respectfully submit this SOQ and look forward to working with you. If you have any questions, please feel free to contact us at your convenience at (435) 705-1862, or at [jpeay@civilsience.com](mailto:jpeay@civilsience.com).

Sincerely,



Jeff Peay, PLA  
Project Manager, Sr. Landscape Architect



Cody Howick, PE  
Sports & Park Specialist, Executive

## OFFICE INFORMATION

**Civil Science**

1453 S. Dixie Drive, Suite 150  
St. George, UT 84770  
Office: (435) 986-0100  
Fax: (801) 768-7201

## KEY CONTACTS

**Jeff Peay, PLA**

Project Manager, Sr. Landscape Architect  
Mobile: (435) 705-1862  
Fax: (801) 768-7201  
[jpeay@civilsience.com](mailto:jpeay@civilsience.com)

**Cody Howick, PE**

Sports & Park Specialist, Executive  
Mobile: (435) 773-3120  
[chowick@civilsience.com](mailto:chowick@civilsience.com)

## BACK-UP CONTACTS

**Jordan Goff, PLA**

Project Landscape Architect  
Mobile: (435) 272-4628  
[jgoff@civilsience.com](mailto:jgoff@civilsience.com)

**Jacob Howell, PE**

Project Engineer  
Mobile: (801) 815-4046  
[jhowell@civilsience.com](mailto:jhowell@civilsience.com)

## FIRM DESCRIPTION

Civil Science is a full-service landscape architecture civil engineering, and survey firm with a strong legacy of delivering quality infrastructure solutions since 1978. As an employee-owned company, the team takes pride in serving the communities where they live and work — bringing **local knowledge, regional expertise,** and a **commitment to excellence** to every project.

With offices across Utah, Nevada, Idaho, and North Dakota, and one of the largest multidisciplinary teams based in Southern Utah, Civil Science combines the responsiveness of a local partner with the resources of a regional firm. Our professionals specialize in transportation, municipal, water, survey, parks, and recreation projects, offering clients a seamless blend of engineering, surveying, planning, and construction-phase services all under one roof.

Civil Science brings extensive experience in the planning and design of recreation and athletic facilities, with a strong record of collaboration with municipalities across the Intermountain West. Our multidisciplinary teams have successfully delivered projects involving park and sports complex renovations, athletic fields, trail systems, and site infrastructure improvements. Known for producing fully constructible designs under tight schedules, Civil Science coordinates seamlessly among diverse stakeholders to ensure each facility enhances community recreation and long-term usability.

At the heart of our approach is a belief that infrastructure should be more than functional — it should be community-focused, sustainable, and built to last. Civil Science's employee-owners are deeply invested in delivering dependable results that help clients move their communities forward with confidence.

## Parks, Trails, & Recreation Experience

Civil Science offers proven design, landscape architecture, and site engineering experience, providing innovative and creative solutions, as well as a trained staff familiar with appropriate City, ADA and other national standards. Civil Science and its key staff have completed numerous iconic, popular, and successful landscape architecture and recreational projects. Our Lead Landscape Architect and Sports and Park Specialist have **40+ years of parks and recreation experience** and have completed the design and construction management of a variety of specialty parks, including more than **250+ acres** of park improvements over the years for municipal clients. We have also designed **25+ miles** of multi-use trails. Civil Science and our team members offer a full range of services for public recreation facilities and associated park and trail elements including:

### Park & Recreation Facility Master Planning

Construction Management & Oversight  
Project Theming & Development  
All-Abilities Playground Design

### Park Master Planning & Design Development

Utility & Grading Infrastructure Planning & Design

### Full Landscape Architectural Services

Landscape Integration w/  
Environmental Constraints  
Interpretive & Wayfinding Signage

### Recreational Facility Layout & Design

Water-Wise Irrigation/Sprinkler System Design  
Pedestrian Bridge Design & Construction

### Trail Planning & Design

Full-Service Construction Plans & Documentation

### Public Meetings, Involvement, & Presentations

Sustainable & Low Impact Development (LID) Design

### Site & Parking Lot Amenities Layout & Design

Structural Design & Oversight

NEPA Compliance/Section 106

Wastewater/Stormwater Systems (gravity)

### Schematic & Conceptual Design

Design & Topographical Survey Services

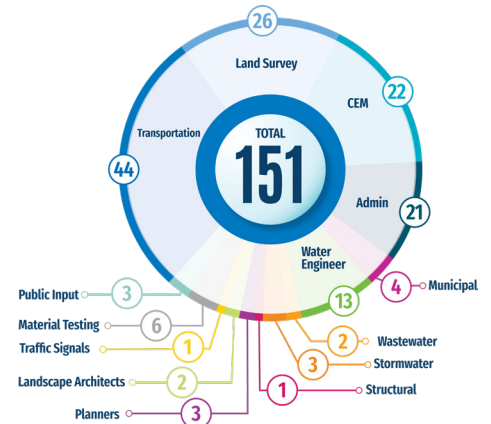
Right-of-Way & Boundary Survey

Aerial Photogrammetry

### Civil Science Licensed Professionals



### Civil Science Employees





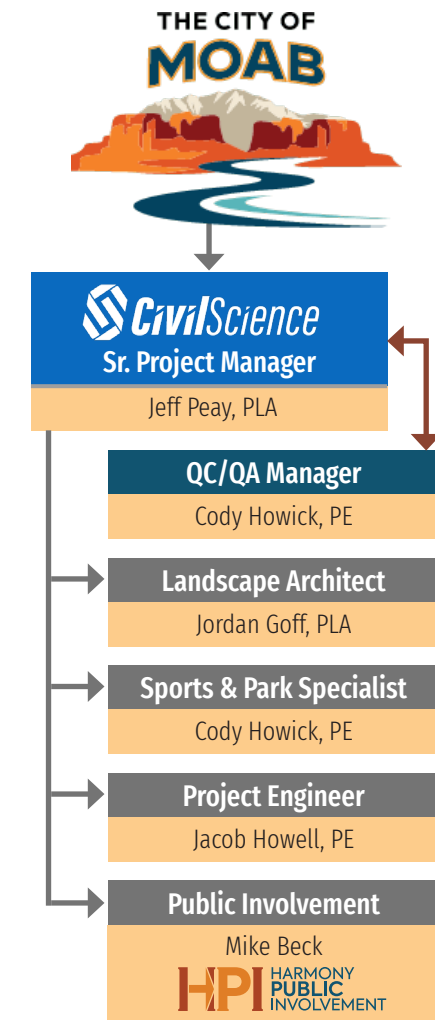
## SECTION 2

### KEY PERSONNEL

# PROJECT TEAM

Our Project Manager and main point of contact for the City will be **Jeff Peay, PLA**, who will provide services to the City. Jeff will work closely with **Jordan Goff, PLA** and **Jacob Howell, PE** on design. We provide assurance that CS values the City of Moab as a preferred client and will complete projects in a timely manner within budget constraints.

As shown in the organization chart below, Civil Science offers a strong team with the depth of experience needed to deliver exceptional results for the Moab Center Street Ballpark project. We are committed to assigning these experienced staff members to this effort.



| SUBCONSULTANTS                                             |
|------------------------------------------------------------|
| <b>GH Turner Design</b> - Architect                        |
| <b>AEG</b> - Structural, Mechanical, Electrical & Plumbing |



**JEFF PEAY, PLA**  
Project Manager  
License #356185-5301

Years of Experience: **27**  
Percentage of Time for Project: **20%**

- ▶ Extensive experience in managing parks projects, start to finish.
- ▶ Expertise in securing project funding.
- ▶ Familiarity with parks maintenance, lifecycle, and management.

Jeff has over 27 years of professional experience in the landscape architecture field, practicing in both the United States and Australia. His experience includes the sustainable design, construction, and management of a wide range of Parks, Trails, and landscape project sizes and scopes for municipalities, developers, and institutions. Jeff understands the complexities of sports field design & construction as well as the need to work with the city and local sporting groups to ensure the end user is getting the best final product. Jeff's professional knowledge and experience includes 8 years working as the director of Park Planning for the City of St. George. His experience gives him an understanding of the landscape environment and its relationship to soil, climate, water quality, and maintenance. His extensive experience includes design and implementation of a wide variety of park types and sizes including several iconic themed parks throughout Utah.

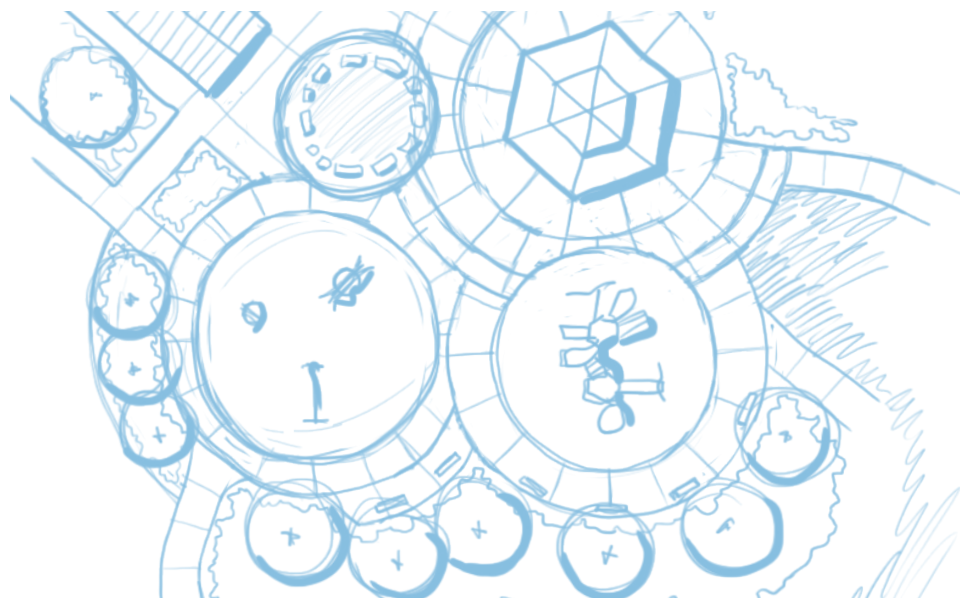


**JORDAN GOFF, PLA**  
Project Landscape Architect  
License #13889445-5301

Years of Experience: **4**  
Percentage of Time for Project: **30%**

- ▶ Diverse experience, with work in communities ranging from large cities to small, rural communities.
- ▶ Familiarity with the challenges and opportunities of landscape design in the arid West.

Jordan is a licensed landscape architect with four years of professional experience and earned a combined Bachelor's and Master's degree in landscape architecture from Utah State University. During his career, he has worked in the southwestern region where he has been involved in a wide variety of parks, streetscape, multifamily, and healthcare projects. At Civil Science, Jordan has worked on high profile projects including *Thunder Junction All-Abilities Park*, *Mesquite All Wheels Skate Park*, the *Spilsbury/American Legion Baseball Complex*, and the *Curly Hollow Park Concept Design*. Jordan's combination of design expertise and skills in graphic representation allow him to collaborate and create iconic park plans, convey designs in exciting and accessible ways, and ensure successful completion of parks projects through all stages of design and construction.



Divario Park Concept Sketch





**CODY HOWICK, PE**  
Sports & Park Specialist  
License #8159105-2202

Years of Experience: **18**  
Percentage of Time for Project: **10%**

- ▶ Successfully completed 100+ parks and recreation projects.
- ▶ Basketball coach and sports enthusiast who understands the intricacies of sports field use and design.

Cody has worked at Civil Science since 2017 and offers unique experience in parks and recreation projects as over his career he has completed the design and construction of over 100+ parks and recreations projects. Most notably, he completed the work on The Fields at Little Valley Project for St. George City that included the construction of 24 post tension concrete pickleball courts, five high performance sand-based sports fields, utility infrastructure, and amenities for completion of a world class facility that hosts a number of national pickleball tournaments and the Huntsman World Senior Games. He completed engineering for the Snake Hollow Bike Park and an 80-acre one-of-a-kind bike skills park for St. George City. Many of his projects have involved landscape architecture for development and planning; this has given him a thorough understanding of how to reflect and balance architecture, stakeholder input, usability, feasibility, and cost into the final result of a parks and recreation project.



**JACOB HOWELL, PE**  
Project Engineer  
License #12144698-2202

Years of Experience: **9**  
Percentage of Time for Project: **20%**

- ▶ Extensive experience in managing parks projects, start to finish.
- ▶ Expertise in securing project funding.
- ▶ Familiarity with parks maintenance, lifecycle, and management.

Jacob is a highly experienced site design and planning professional with 9 years of expertise focused on creating community-centered park designs and ensuring regulatory compliance. His civil engineering background encompasses park design, master planning, utility design, roadway design, and construction management. Jacob leverages advanced modeling tools to develop innovative and sustainable park designs that meet critical engineering criteria and address site-specific challenges. His collaborative approach, honed through extensive engagement with community members, city staff, and utility stakeholders on projects in Moab, fosters project consensus and efficient review processes. Jacob's deep understanding of the Downtown Moab area, gained through leading the Dispersed Parking Project, positions him to deliver exceptional results for this park design project, ensuring seamless execution and alignment with local needs.



**MIKE BECK**  
Public Involvement  
Partnering & Conflict Resolution  
Certified

Years of Experience: **11**  
Percentage of Time for Project: **20%**

- ▶ Experienced in community and stakeholder engagement
- ▶ Proven success on Moab-area projects
- ▶ Skilled in clear, consistent project communication

Mike Beck brings over a decade of experience engaging communities across Southern Utah. As Vice President of Harmony Public Involvement, he has supported over 60 transportation projects for UDOT, local municipalities and contractors. Mike's expertise spans stakeholder engagement, conflict resolution, branding, and digital outreach, ensuring residents stay informed in real-time and projects move forward seamlessly. His work on efforts such as Kane Creek Blvd (Moab), Old Hwy 91 Roundabout and Trail Improvements (Ivins), the WASHCO Transportation Master Plan and the upcoming Colorado River Trail Gap Project (Moab) demonstrates his skill in fostering collaboration and delivering clear, consistent communication throughout every project phase.

## SUBCONSULTANTS

**GH TURNER DESIGN** » Greg Turner has over 20 years of experience practicing architecture in Southern Utah, focusing on collaboration with engineering teams for municipal projects. His experience includes the successful design and completion of various public facilities, such as parks, restrooms, office buildings, and storage buildings. | **RESPONSIBILITIES.** Greg and his team will be responsible for overseeing all architectural-related project items including, but not limited to, design of the concessions area, office/scorer's area, restrooms and equipment storage spaces, as well as architectural design concepts, construction drawings and technical specs, and ensuring building code compliance. | **PROJECTS.** In St. George, UT: Sunriver Golf Course Restrooms; Lizard Wash City Park Restrooms; Bloomington Country Club Golf Course Concessions, Restroom Building, & Office Buildings; Settler's Point Maintenance & Restroom Building. In La Verkin, UT: Firelight Pickleball Facility Restrooms, Concessions & Maintenance Building; Firelight Resort & Fitness Pool Restrooms. In Ivins, UT: Black Desert Golf Course Rental & Concessions Building. In Moab, UT: Moab Gateway Inn Hotel Addition & Remodel.

**AXIOM ENGINEERING GROUP (AEG)** » John Melvin brings more than 25 years of practical knowledge, team leadership, and engineering design experience. From collegiate athletic complexes and training centers to community sports and fitness venues, Axiom Engineering Group delivers performance-optimized design solutions tailored to every type of activity. | **RESPONSIBILITIES.** AEG will take on designing and integrating the Central Facility Building's HVAC, electrical, and plumbing systems, providing a complete site-wide electrical and plumbing overhaul with utility service upgrades, and ensuring dark-sky-compliant lighting throughout the ballpark complex | **PROJECTS.** Notable projects where AEG provided MEP services include: Bobcat Athletic Complex (Bozeman, Montana), Bulldog Stadium & Athletic Recreation Center (Dillon, Montana).



## SECTION 3

### PROJECT APPROACH

# PROPOSED SCHEDULE

This schedule outlines an efficient, achievable timeline aligned with the City of Moab's goal to complete design well before the December 2026 contract deadline. Assuming a Notice to Proceed (NTP) in mid-December 2025, we have structured overlapping design phases to maintain progress while supporting community engagement and City coordination. Having previously engaged in preliminary concept development with City staff, we possess a significant understanding of the site and its complexities. This gives us the ability to hit the ground running and reduce time in the design process. As a local, multidisciplinary firm, we offer flexibility to adjust deliverables, meetings, and coordination in real time—ensuring consistent alignment with the City of Moab and community stakeholders throughout the project.

|                                                                                        |                 |                            |
|----------------------------------------------------------------------------------------|-----------------|----------------------------|
| <b>1. Project Initiation</b>                                                           | <b>2 Weeks</b>  | <b>Dec 15-Dec 29, 2026</b> |
| Kickoff meeting with all stakeholders to align scope, roles, and schedule expectations | 1 day           | Week of Dec 15, 2026       |
| Site visit with agency reps to confirm constraints and opportunities                   | 1 day           | Week of Dec 15, 2026       |
| Collect utility maps, ALTA survey, and set up project management systems               | 1 week          | Dec 26-Jan 26, 2026        |
| <b>2. Concept Development</b>                                                          | <b>10 Weeks</b> | <b>Dec 29-Mar 9, 2026</b>  |
| Update concepts from City feedback and provide preliminary estimates                   | 2 weeks         | Dec 29-Jan 26, 2026        |
| Advertise for Public Open House                                                        | 2 weeks         | Jan 5-Jan 19, 2026         |
| Public Open House                                                                      | 1 day           | Week of Jan 19, 2026       |
| Survey and Comment Period                                                              | 3 weeks         | Jan 19-Feb 9, 2026         |
| Summarize public input into a Final Report                                             | 2 weeks         | Feb 9-Feb 23, 2026         |
| City & Utility Review Period                                                           | 2 weeks         | Feb 23-Mar 9, 2026         |
| <b>3. 60% Design Development</b>                                                       | <b>12 weeks</b> | <b>Mar 9-Jun 1, 2026</b>   |
| Complete drainage, utility, and site grading                                           | 8 weeks         | Mar 9-May 4, 2026          |
| Refine architecture and landscape per concept feedback                                 | 8 weeks         | Mar 9-May 4, 2026          |
| Conduct internal QC/QA and prepare design submission package                           | 2 weeks         | May 4-May 18, 2026         |
| City & Utility Review Period                                                           | 2 weeks         | May 18-Jun 1, 2026         |
| <b>4. Final Design</b>                                                                 | <b>12 weeks</b> | <b>Jun 1-Aug 24, 2026</b>  |
| Prepare 90% plans, updated quantities, engineer's estimate, and specifications         | 8 weeks         | Jun 1-Jul 27, 2026         |
| City & Utility Review Period                                                           | 2 weeks         | Jul 27-Aug 10, 2026        |
| Produce final bid ready plans, specifications, and cost estimate for construction      | 2 weeks         | Aug 10-Aug 24, 2026        |
| <b>5. Bid &amp; Construction Phase Support (Opt.)</b>                                  | <b>-</b>        | <b>As Requested</b>        |
| October                                                                                | TBD             | As requested               |

# APPROACH TO THE PROJECT

## DESIGN APPROACH: Leveraging Existing Knowledge for Efficient and Responsive Design

Civil Science is uniquely positioned to deliver a successful design for the Center Street Ballpark. Having previously engaged in preliminary concept development for this project, we possess a significant head start, allowing for a more efficient and responsive design process. Our approach is structured to build upon this existing foundation, ensure close collaboration with City staff and the community, and deliver a design that meets the City's vision within budget and timeline.

### Our Approach is divided into the following phases:

#### REVIEW & REFINEMENT

- We will conduct a thorough review of the existing concept plans and previous feedback received.
- We will coordinate a meeting with City representatives to reaffirm project goals, address any evolved priorities, and gain clarity on any new parameters.
- This phase will also include reviewing the city-provided ALTA survey and a brief site review to confirm existing conditions and address any site-specific observations.

#### CONCEPT ALTERNATIVES & COMMUNITY ENGAGEMENT

- Drawing upon our existing knowledge and input from the initial review, we will develop three distinct design alternatives that illustrate a range of possibilities for the park. These alternatives will be designed to meet all applicable codes and accessibility standards.
- Consider unique elements and potential project branding opportunities to create an iconic and memorable park environment.
- We will prepare clear and concise visual presentations of each alternative, including illustrative renderings and preliminary cost estimates.
- A focused community engagement process will be facilitated, including presentations to relevant stakeholders and targeted outreach to the wider community to gather feedback.

#### DESIGN DEVELOPMENT & DETAILED DESIGN

- Based on feedback received from the community and City representatives, a preferred design alternative will be selected.
- The selected alternative will be refined and developed into a detailed design, including site grading, drainage, landscaping, and amenity placement.
- We will integrate value engineering principles throughout the design development phase to optimize cost-effectiveness and long-term sustainability.
- This phase will include detailed cost estimation and preparation of construction documents.
- Regular progress reports (30%, 60%, 90% completion) will be provided to the City, incorporating feedback and addressing any challenges proactively.

#### BIDDING & CONSTRUCTION SUPPORT

- Upon request, we can provide support during the bidding process, including responding to contractor inquiries and assisting with contract review.
- We can also provide construction administration services to ensure the project is built in accordance with the approved design.



St. George Southern Hills Park



## PUBLIC ENGAGEMENT PLAN & OUTREACH STRATEGY

Moab City has built a strong brand, and Civil Science, with its strategic partner Harmony Public Involvement, will capitalize on this history to brand the public outreach for the Center Street Ballpark Project. HPI's strategy for implementation of this plan is below.

### OBJECTIVES

- **Transparency:** Communicate project goals and progress throughout design.
- **Inclusivity:** Reach diverse audiences.
- **Actionable Input:** Collect feedback that directly informs the project.
- **Community Ownership:** Build enthusiasm and support for the preferred design.

### PLAN

- Coordinate with Lisa Church to create content for an in-person Open House and online Webinar and online survey.
- Expand current stakeholder databases.
- Create and send six email updates to stakeholders to support a two-to-four-week Comment Period;
  - Initial information email.
  - Two to drive stakeholders to the Open Houses.
  - One during the data gathering period.
  - One the day before this period ends.
  - A final report, which will also be hosted on the moabcity.gov website.
- Engage with the Bang the Table platform to create a ribbon and link on the moabcity.gov website homepage with links to an online survey.
- Utilize the local newspapers, *Times-Independent* and *Moab Sun News*, as well as notices on utility statements and coordination with the Grand County School District, to provide messaging through their systems to staff and parents.
- Print 750 project Contact Cards for distribution at various city offices and businesses. These will include QR Codes linked to the webpage and survey.

### SUMMARY REPORT

Harmony Public Involvement will prepare a Summary Report on the Public Involvement implementation for use by Moab City and formatted for publication on *moabcity.gov* submitted to the City and posted publicly on *moabcity.gov* following the comment period.

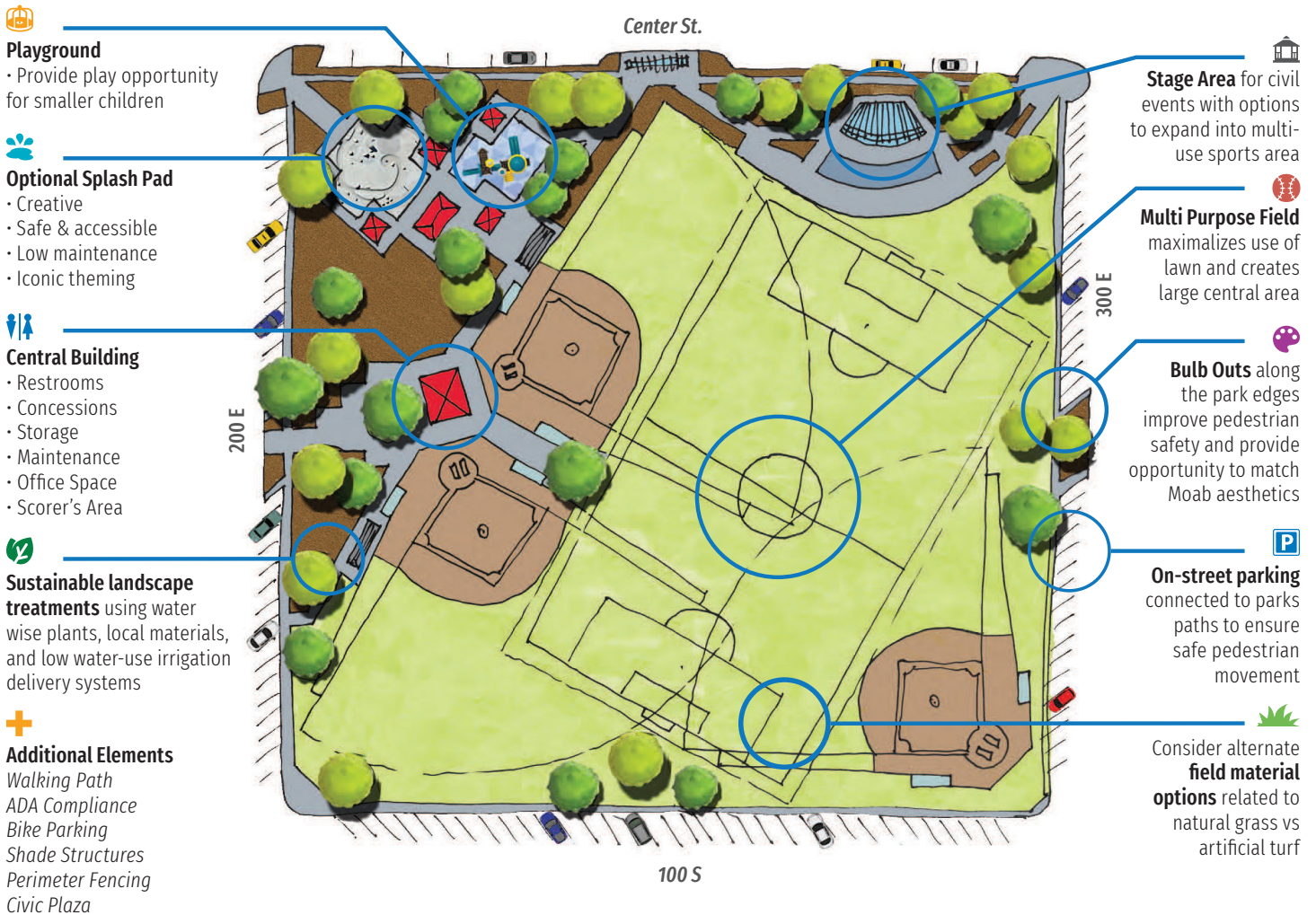


Richfield Ballfield Complex

# CONCEPT PLAN

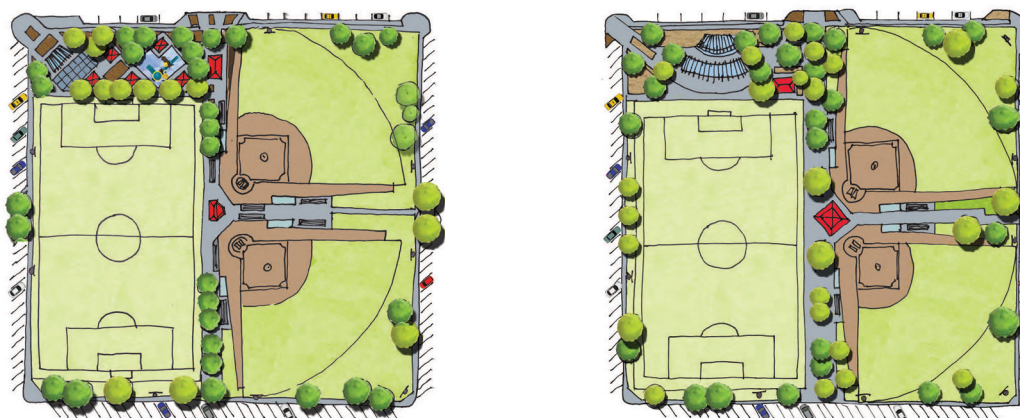
## Moab Center Street Ballpark

\* Information and sketches considered while working with city staff on preliminary site layout plans.



## ALTERNATE CONCEPTS

As an alternative to an overlapping field design, the park could be divided into more traditional single-use fields. Although it would be a less efficient use of space, it could provide an improved playing experience and reduce potential conflicts between fields.





## VALUE-ADDED SERVICES

*Why choose Civil Science?*

### Unique Experience as City Park Planning Director

**As Director of Park Planning for the City of St. George for more than eight years, Jeff has unique experience with implementing landscape and irrigation standards.** For years, he worked with their large maintenance crews for parks to understand the nuances of specifying features in irrigation systems, plants, and other park related standards. Within the City, he worked with recreational managers to understand the programming aspects of their jobs and help implement measures in plans and projects that would allow for better programming of facilities. Jeff understands the complexities of park development and how it relates to landscape maintenance.

Years of interaction and real-world knowledge from project elements led them to develop standards for the City of St. George. He was also involved with extensive plan reviews, the development of landscape and irrigation standards, park and amenity branding, and open space ordinances. This experience uniquely qualifies Jeff to assist the City in establishing this important new piece of their parks and recreation infrastructure.

### Local Firm, Local Commitment

At Civil Science, we pride ourselves on being a local firm with a deep-rooted commitment to helping communities thrive. With offices in Lehi and St. George, **we are not just consultants; we are neighbors invested in the growth and well-being of our local areas.** Our dedication to serving Utah communities is reflected in every project we do, ensuring that we deliver results that resonate with the needs and aspirations of the people who live here.

Many of our team members grew up in Utah, experiencing firsthand the unique challenges and opportunities that local communities face. **Civil Science has been on the Engineering Pool for Moab for the last 6 years and worked closely with the city to successfully complete several projects.** This personal connection drives us to work diligently to create spaces that enhance the quality of life for residents.

We understand the importance of creating vibrant, functional, and beautiful public spaces that serve as the heart of the community. By collaborating closely with local stakeholders and leveraging our extensive experience in park development, we aim to deliver a park design that reflects the city's values and meets the needs of its residents. We will work to build a long-term relationship with the City of Moab and will strive to help the City even after the plan is completed.

### Existing Knowledge

Civil Science possesses a distinct advantage in the design of this park, stemming from our prior work with the City on the initial conceptual planning phase. This early involvement provided us with a deep understanding of the site's specific constraints and opportunities, which will inform our design decisions from the outset. Crucially, we also bring a comprehensive understanding of the community's vision for Moab's downtown area. Our successful engagement process for the Dispersed Parking and Kane Creek Blvd projects resulted in a collaboratively defined aesthetic that prioritizes natural and recycled materials, pedestrian-friendly spaces, and the unique Moab landscape. Civil Science is committed to translating this shared vision into a park design that reinforces Moab's unique character and enhances the downtown experience.



Moab Dispersed Parking



Moab Kane Creek Blvd

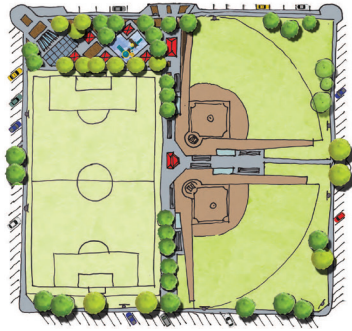


## SECTION 4

### PAST PERFORMANCE



## RELEVANT EXPERIENCE



**LOCATION** Moab, UT

**CLIENT** City of Moab  
Chuck Williams, Previous City Engineer  
(435) 259-4941

**DATE COMPLETED** August 2022

**CONSTRUCTION COST** TBD

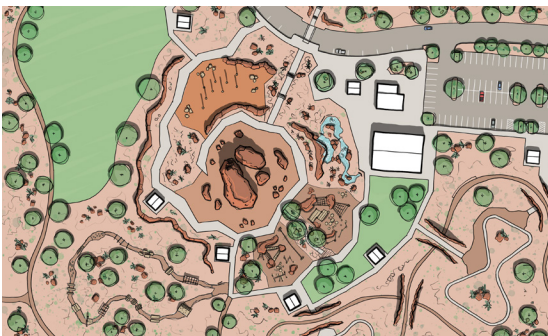
## CENTER STREET BALLPARK CONCEPTS

### PROJECT DESCRIPTION

Civil Science was contracted by the City of Moab to prepare a concept design study for the Center Street Ballpark. The scope of work included developing three distinct conceptual layouts for the redevelopment of the ballpark. The alternatives incorporated two to three baseball fields, a multi-use field, a combined restroom and concession building, as well as a playground and performance stage to enhance the park's usability. Civil Science's design team provided site planning and layout analysis that balanced athletic functionality with community recreation opportunities, establishing a strong foundation for future design development of this key civic asset.

### RELEVANCY TO MOAB CENTER STREET BALLPARK

This project directly represents the initial conceiving phase for the Center Street Ballpark redesign now being advanced through this RFP. Through that prior effort, Civil Science gained a detailed understanding of the site's existing conditions, spatial constraints, and infrastructure needs, as well as the City's goals for a multi-use sports and community venue. Our familiarity with the property, local context, and City of Moab standards positions us to efficiently transition from conceptual planning to comprehensive design, documentation, and construction coordination, in alignment with the City's vision for a lively and accessible public space.



**LOCATION** St. George, UT

**CLIENT** City of St. George  
Shane Moore, Parks & Community Services  
Director  
(435) 627-4508

**DATE COMPLETED** May 2024

**CONSTRUCTION COST** \$3.1 Million (estimated)

## CURLY HOLLOW ADVENTURE PARK

### PROJECT DESCRIPTION

In 2024, the City of St. George decided to hire a qualified firm to complete a park master plan for a 26-acre high profile adventure park. Recognizing the complexity and significance of developing an adventure park, the city prioritized expertise and experience in outdoor recreation design and management. Civil Science's specialized knowledge, innovative ideas, and collaborative approach were key assets in shaping **a visionary outdoor destination** that promotes active lifestyles, tourism, and economic vitality while preserving natural resources and enhancing community wellbeing for generations to come. Some unique and iconic features to the park plan include rock climbing walls, a hammock area, an obstacle course, adventure trails, a bike park, and a natural river water feature.

The City was able to use this master plan to **win a prestigious Regional Tier Utah Outdoor Recreation Grant for \$750,000.**

### RELEVANCY TO MOAB CENTER STREET BALLPARK

The Curly Hollow Adventure Park project demonstrates Civil Science's ability to lead the planning and design of a large, multi-use recreation facility with diverse program elements, strong public engagement, and a focus on safety, sustainability, and community value. Similar to Moab's vision for a "vibrant, accessible public space" with sports fields, civic gathering areas, and infrastructure upgrades, Curly Hollow required an integrated master plan that balanced active recreation zones (rock climbing walls, trails, water play areas) with passive amenities (picnic areas, neighborhood park spaces). Civil Science's role in coordinating technical design, environmental stewardship, and stakeholder collaboration ensured a cohesive, forward-thinking plan that aligns directly with Moab's goals for innovation, inclusivity, and long-term community benefit.



## LITTLE VALLEY SPORTS COMPLEX & ARTIFICIAL TURF FIELDS

**LOCATION** St. George, UT

**CLIENT** City of St. George  
Shane Moore, Parks &  
Community Services Director  
(435) 627-4530

**DATE COMPLETED** March 2024

**CONSTRUCTION COST**  
\$7.4 Million

### PROJECT DESCRIPTION

Civil Science and its staff have a long history of working on the Little Valley Sports Fields & Pickleball Complex. The first phase of the project was started in 2006 and the complex has been further developed over a total of five different phases. Recently Civil Science has been involved with retrofitting three existing natural grass multi-use sports fields with water saving artificial turf. As part of this project additional reductions in irrigated grass areas outside of the sports fields were reduced to save on water. Low water use xeriscape landscaping was introduced in the areas previously occupied by lawn.

The overall park consists of a world-class 24-court pickleball complex, 5 high performance playing fields, 2 restroom facilities, 4 tournament grade sand volleyball courts, shared-use trails, and parking improvements. Project coordination included a series of design iteration meetings with City staff, the Southern Utah Pickleball Association, Southern Utah Soccer Association, and others. Specialty site amenities include post-tensioned concrete pickleball courts, a MUSCO court & sports field lighting system to allow for night tournaments, a public announcer's system, tournament and announcement boards, a central pavilion-type tournament command center, shade structures, on-site parking, restroom and storage buildings, high performance sand-based multi-sports fields, drainage, landscaping, and irrigation.

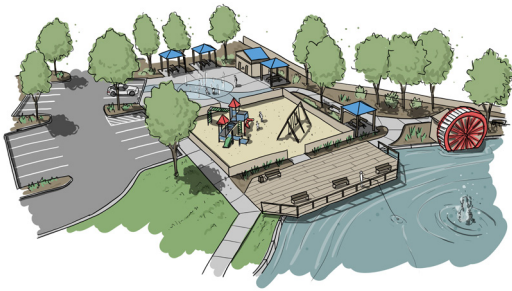
**St. George City was awarded the Utah Parks and Recreation Association Innovation of the Year Award for the complex.** Among other state and national events, the courts serve as the venue for the Huntsman World Senior Games, and host to the USAPA West Regional Championships.

### RELEVANCY TO MOAB CENTER STREET BALLPARK

The St. George Little Valley Sports Fields and Pickleball Complex directly aligns with the goals and scope of the City of Moab's Center Street Ballpark redesign project, as both emphasize multi-sport functionality, community engagement, water conservation, and long-term recreational value. Civil Science's leadership across multiple phases of Little Valley—from master planning through design and construction—demonstrates extensive experience in developing large, high-use athletic complexes with integrated infrastructure, lighting, drainage, and accessible amenities. The project's award-winning design reflects an ability to balance high-performance facilities with sustainability, including turf conversions, xeriscape landscaping, and efficient irrigation systems. Additionally, Civil Science's collaboration with diverse stakeholders, including city staff and sports associations, showcases the same type of public coordination and engagement that Moab seeks for its community-focused, multi-use ballpark renovation.



## RELEVANT EXPERIENCE



**LOCATION** Salem, UT

**CLIENT** City of Salem  
Matt Marizale, City Manager  
(801) 423-2770

**DATE COMPLETED** July 2024

**CONSTRUCTION COST** \$1.6 Million (*estimated*)

### SALEM POND PARK EXPANSION MASTER PLAN

#### PROJECT DESCRIPTION

The City of Salem contracted with Civil Science to prepare a master plan for a new expansion to the very popular Salem Pond Park. This project involved a detailed analysis and layout of the park's future features, ensuring a well-balanced blend of recreational amenities and natural beauty. Our expert team worked to design a park that includes fishing piers by the pond, a fenced playground, a splash pad, shade pavilions, restrooms, and a small parking lot. Additionally, the park will feature a salvaged historic water wheel, incorporated as an art piece to celebrate Salem's rich agricultural heritage. **The team's expertise has ensured that the park's expansion will meet the recreational needs of Salem's growing population while preserving the area's natural charm.**

We leveraged our extensive experience in park master planning and deep understanding of Utah's unique environmental conditions to provide city with a detailed cost estimate. This crucial financial insight enables Salem to strategically seek funding and bring this vibrant community space to life.

#### RELEVANCY TO MOAB CENTER STREET BALLPARK

The Salem Pond Park Expansion project is highly relevant to the City of Moab's Center Street Ballpark redesign because it demonstrates Civil Science's ability to blend active recreation, cultural heritage, and environmental sensitivity within a cohesive master plan. Similar to Moab's vision for a vibrant, accessible, and community-centered space, the Salem project balanced new recreational amenities, such as a splash pad, playground, and shaded gathering areas, with preservation of the park's natural and historical character.



**LOCATION** Nephi, UT

**CLIENT** Nephi City  
Craig Oswald, Parks & Recreation Director  
(435) 250-8500

**DATE COMPLETED** June 2025

**CONSTRUCTION COST** \$20.3M (Crimson Flats, *est.*),  
\$5.3M (Red Cliffs, *est.*)

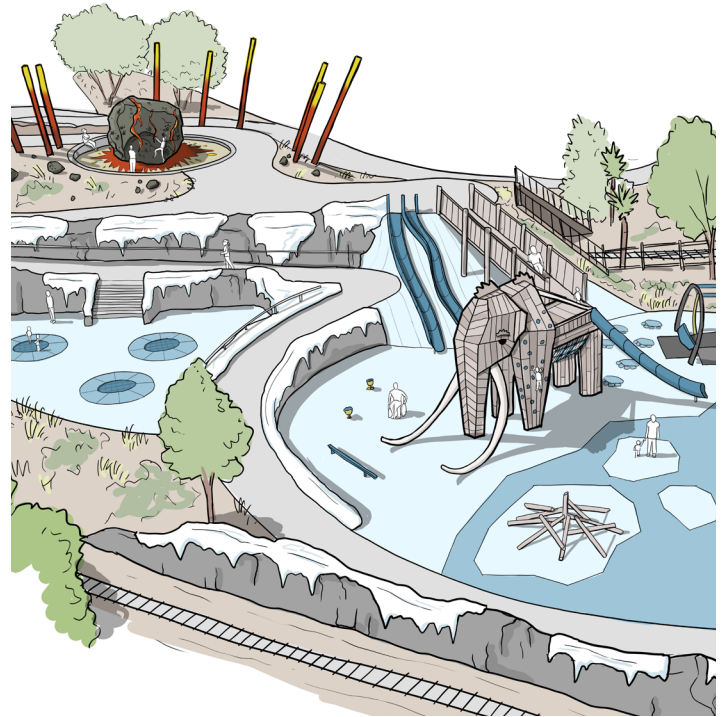
### NEPHI CRIMSON FLATS & RED CLIFFS

#### PROJECT DESCRIPTION

Civil Science recently completed the master plans for Nephi City's Crimson Flats Baseball Complex and Red Cliffs Park. The two-park planning effort established a clear, implementable vision for both a regional sports destination and a neighborhood-scale recreation hub. The Crimson Flats Baseball Complex was designed as a high-performance, tournament-level facility featuring a grandstand field with seating for up to 1,000 spectators, multiple competition fields, a concessions building, and extensive parking. Red Cliffs Park complements the larger facility by providing local recreation opportunities including small athletic fields, pickleball courts, play areas, and shaded gathering spaces. Throughout the process, Civil Science led public involvement meetings, coordinated closely with city staff and council, and developed detailed cost estimates and phasing strategies to align with potential funding sources. The completed master plans now serve as the roadmap for phased construction and long-term investment in Nephi's parks and recreation system.

#### RELEVANCY TO MOAB CENTER STREET BALLPARK

The Nephi Crimson Flats and Red Cliffs Park Master Plans demonstrate Civil Science's ability to plan and design multi-field sports complexes and supporting neighborhood parks that balance high-performance athletic needs with community recreation goals. The Civil Science team's experience with site analysis, public engagement, cost estimating, and tournament-grade field planning directly supports the successful delivery of Moab's ballfield improvements.



## THUNDER JUNCTION PARK - PHASES 1 & 2

**LOCATION** St. George, UT

**CLIENT** City of St. George  
Mark Goble, Project Manager  
(435) 703-0686

**DATE COMPLETED** Phase 1 - 2021;  
Phase 2 - Ongoing

**CONSTRUCTION COST**  
\$5.5 Million (Phase 1)

### PROJECT DESCRIPTION

Prior to joining Civil Science, Jeff Peay was the lead designer and project manager for Phase 1 of Thunder Junction All-Abilities Park in St. George, Utah. This award-winning, nationally recognized park spans seven acres, with two acres dedicated to a playground.

The park's theme, "Dinosaurs in a Desert Oasis," includes a universally accessible playground with diverse play equipment. Highlights include a rumbling and erupting volcano with a Jurassic fort and slides, dinosaur sculptures, an interactive water feature, a sculpted cave, a climbing wall, and a sensory garden with musical instruments. Additionally, it features a wheelchair accessible train on a looped rail line, a train depot, shade structures, restrooms, concessions, and beautifully landscaped surroundings.

**Based on the success and popularity of the first phase, the city decided to expand the park, and hired Civil Science** to complete master planning and detailed design of the second phase of the park, which is currently in progress. Phase 2 will be "Ice Age" themed to compliment the dinosaur theming from phase 1 while adding a new and exiting twist. Phase 2 is planned to include many expanded play options for children of all abilities, including an asteroid bouldering area, a giant woolly mammoth play structure, and a prehistoric cave themed train stop with slides, climbing elements, and wheelchair accessible bridges and viewing platforms.

### RELEVANCY TO MOAB CENTER STREET BALLPARK

Thunder Junction demonstrates Civil Science's ability to deliver imaginative, inclusive recreation spaces that balance strong theming with functionality and accessibility. The project's success in blending play areas, amenities, and thoughtful landscaping directly informs the firm's approach to revitalizing the Moab Center Street Ballpark—creating a welcoming, family-friendly environment for users of all ages and abilities. The team's experience coordinating complex park features will ensure Moab's upgraded facilities are both engaging and enduring.



## RELEVANT EXPERIENCE



**LOCATION** St. George, UT

**CLIENT** City of St. George  
Mark Goble, Project Manager  
(435) 703-0686

**DATE COMPLETED** January 2025

**CONSTRUCTION COST** \$1.1 Million

### PIONEER PARK INTERPRETIVE TRAIL

#### PROJECT DESCRIPTION

Pioneer Park, fondly known as Dixie Rock, is one of St. George's most cherished landmarks, famous for its red sandstone formations, natural arches, and sweeping city views. In 2023, the City of St. George partnered with Civil Science to design and construct an interpretive trail that enhances accessibility while celebrating the area's pioneer heritage. The new paved trail connects key viewpoints and features educational exhibits that explore the park's geology, native ecosystems, and early settler stories.

A highlight of the experience is the iconic Dixie Rock bluff, offering panoramic vistas of Snow Canyon and the St. George valley. Civil Science collaborated closely with city leaders, stakeholders, and the Red Cliffs Desert Reserve to protect sensitive habitats and preserve the park's rustic charm. Through careful planning, adaptive design, and native landscaping, the project delivers an ADA-accessible, immersive experience that honors both the landscape and the community's enduring "Dixie Spirit."

#### RELEVANCY TO MOAB CENTER STREET BALLPARK

The Pioneer Park Interpretive Trail demonstrates Civil Science's ability to design public spaces that respect the setting and local heritage. That same approach will guide the Moab Center Street Ballpark improvements—ensuring the project fits naturally within Moab's red rock landscape and reflects the community's character. The result will be a functional, enduring space that feels true to Moab's identity and environment.



**LOCATION** Richfield, UT

**CLIENT** City of Richfield  
Michele Jolly, City Administrator  
(435) 896-6439

**DATE COMPLETED** September 2025

**CONSTRUCTION COST** \$17.9M (estimated)

### RICHFIELD BALLFIELD COMPLEX

#### PROJECT DESCRIPTION

Civil Science completed the master plan for the Richfield City Baseball Complex in the fall of 2025. Civil Science worked with city staff to develop a sports complex on approximately 14 acres that would provide opportunities for expanded baseball leagues and tournaments. Various options were considered, and a final masterplan was prepared. The final project included design and layout for 7 ballfields of various sizes, sports lighting, restroom/concession buildings, announcer booths, 3 batting cages, parking for 235 vehicles, children's playground, picnic pavilions, looped trail system, pedestrian bridge, and a fenced storage/maintenance yard with shed. One of the larger baseball fields was designed to be oriented within a natural amphitheater and would be an iconic showpiece for the city and its residents. The final masterplan documents and engineer's opinion of cost are currently being used for grant applications and other budgeting purposes. Civil Science has worked closely with the City in developing their vision for the project by provided master planning graphics for the site that will allow the community to move forward with the project through detailed design as funding becomes available.

#### RELEVANCY TO MOAB CENTER STREET BALLPARK

The Richfield Ballfield Complex illustrates Civil Science's experience in planning and designing multi-field sports facilities that balance functionality, community use, and long-term growth. With elements such as multiple ballfields, lighting, concessions, restrooms, playgrounds, and integrated trails, the project closely parallels the needs of the Moab Center Street Ballpark. This background ensures the team brings practical, proven solutions for organizing amenities, circulation, and field layouts that create a cohesive, user-friendly park environment.

## RELEVANT EXPERIENCE



**LOCATION** St. George, UT

**CLIENT** City of St. George  
Shane Moore, Parks & Community Services  
Director  
(435) 627-4508

**DATE COMPLETED** In Progress

**CONSTRUCTION COST** TBD

### ST. GEORGE CITY HALL PLAZA

#### PROJECT DESCRIPTION

Civil Science was brought on during construction to complete the design of the new St. George City Hall Plaza and its surrounding amenity spaces—a complex task that required close coordination with city staff, contractors, and design partners to refine the vision and ensure a cohesive final product. Working collaboratively, the team developed a design that blends modern civic character with the warmth and identity of southern Utah’s sandstone landscapes. The plaza features shaded seating areas, fire pits, hanging basket chairs, and even two stainless steel slides off the parking structure stairwell. Patterned paving, terraced seat walls, and carefully composed planting areas echo the forms and textures of nearby canyons, while material selections tie the project to the surrounding historic downtown. When complete, the plaza will provide a functional and visually distinctive public space that reflects St. George’s landscape, culture, and civic identity.

#### RELEVANCY TO MOAB CENTER STREET BALLPARK

The St. George City Hall Plaza demonstrates Civil Science’s ability to coordinate complex public space designs and work closely with city staff to achieve a cohesive, context-driven result. The team’s experience refining design details, resolving construction challenges, and reinforcing a strong visual theme directly aligns with the goals for the Moab Center Street Ballpark. This background ensures a well-integrated design process that responds to Moab’s setting, community identity, and long-term use.



**LOCATION** Las Vegas, NV

**CLIENT** City of Las Vegas  
Liz Duncan, RA  
(702) 229-5220

**DATE COMPLETED** January 2025

**CONSTRUCTION COST** TBD

### EAST LEGACY PARK FEASIBILITY STUDY

#### PROJECT DESCRIPTION

Civil Science led a comprehensive feasibility study and concept design effort. The project balanced cultural celebration, recreation, and community gathering—principles that mirror Moab’s vision for an inclusive, multi-use civic and sports complex. Civil Science evaluated three potential sites through detailed soil, utility, and topographic analyses, followed by interactive public engagement to ensure designs reflected neighborhood values and long-term community needs.

The resulting concept plans featured flexible recreation areas, shaded gathering spaces, and educational art installations honoring Hispanic heritage. Each site plan included full cost estimates, sustainability strategies, and ADA-compliant layouts that reinforced accessibility and civic identity. Through data-driven analysis and culturally sensitive design, Civil Science demonstrated its ability to blend technical precision with meaningful community connection—an approach directly aligned with the Center Street Ballpark’s goals for an innovative, functional, and community-focused public space.

#### RELEVANCY TO MOAB CENTER STREET BALLPARK

The East Legacy Park Feasibility Study highlights Civil Science’s strength in evaluating sites and developing clear, community-supported concepts that balance recreation, culture, and accessibility. The team’s process—grounded in technical analysis, stakeholder input, and creative design—closely aligns with the goals for the Moab Center Street Ballpark. This experience ensures a thoughtful approach that respects Moab’s context while delivering a park that functions well and reflects the community’s values.

## ADDITIONAL EXPERIENCE

|  <b>Prior Contracts &amp; Representative Projects of Civil Science &amp; Project Manager*</b> | Funding Acquisition & Management | Design & Topographical Survey | Concept Planning & Design | Project Theming & Branding | Public Involvement & Open Houses | Environmental & NEPA Compliance | Park Design Development | ADA Assessment & Compliance | Custom Playground Design | Specialty Park Design (Splash Pads etc.) | Park Construction Documents | Permitting & Approvals | Bidding & Negotiating | Construction Oversight | Maintenance Policies | Park Programming |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------|---------------------------|----------------------------|----------------------------------|---------------------------------|-------------------------|-----------------------------|--------------------------|------------------------------------------|-----------------------------|------------------------|-----------------------|------------------------|----------------------|------------------|
| All-Abilities Park Project (Thunder Junction) St. George*                                                                                                                      | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| All-Abilities Playground Project (Iluka Park) Mackay, Qld Australia*                                                                                                           | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Dixon Park Improvements Project*                                                                                                                                               | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Meadow Valley Wash Park Project*                                                                                                                                               | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Rail City Linear Park Improvements Project*                                                                                                                                    | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Rose Park Improvements Project*                                                                                                                                                | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Cedar City Pickleball Courts at Bicentennial Park                                                                                                                              | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Cedar Hills Bonneville Trailhead Park                                                                                                                                          | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Cedar Hills Mesquite Soccer Park                                                                                                                                               | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Cedar Hills Timpanogos Cove Park                                                                                                                                               | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Hurricane City Dixie Springs Park                                                                                                                                              | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Hurricane City Equestrian Park                                                                                                                                                 | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Juniper Bend Park Park*                                                                                                                                                        | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Kanab City Ranchos Park                                                                                                                                                        | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Echo Canyon Campground Project*                                                                                                                                                | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Lincoln County Fair and Rodeo Grounds Project*                                                                                                                                 | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Pioneer Park Upgrades*                                                                                                                                                         | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Trailside Park Tennis Courts                                                                                                                                                   | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Provo Sherwood Hillside Park                                                                                                                                                   | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Salt Lake City 11th Avenue Park Improvements*                                                                                                                                  | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Sentinel Ridge Park*                                                                                                                                                           | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| South Jordan City Park                                                                                                                                                         | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| South Jordan Oquirrh Shadows Park                                                                                                                                              | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| South Jordan Prospector Park                                                                                                                                                   | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| South Jordan Ridge Park                                                                                                                                                        | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| St. George City Snake Hollow Bike Park Project                                                                                                                                 | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| St. George City Little Valley Sports Complex (Pickleball & Soccer)*                                                                                                            | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| St. George City Fossil Falls Park Project                                                                                                                                      | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| St. George City Temple Springs Park Project                                                                                                                                    | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| UTA TIGER Grant - First/ Last Mile Projects                                                                                                                                    | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Bianchi Park Upgrades Project*                                                                                                                                                 | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Broadbent Park Upgrades Project*                                                                                                                                               | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Camp Success Preservation & Enhancement Phases I & II Project*                                                                                                                 | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| White Pine County Courthouse Park Improvements Project*                                                                                                                        | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| McGill Circle Avenue K Park Upgrades Project*                                                                                                                                  | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| North Ely Park Improvements Project*                                                                                                                                           | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Preston Community Park Improvements Project*                                                                                                                                   | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Ruth Community Park Upgrades Project*                                                                                                                                          | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |
| Steptoe Park Upgrades Project*                                                                                                                                                 | •                                | •                             | •                         | •                          | •                                | •                               | •                       | •                           | •                        | •                                        | •                           | •                      | •                     | •                      | •                    | •                |

\* Represents a staff member that was involved with the project rather than Civil Science specifically

Civil Science and its team members have successfully completed dozens of parks and recreation projects. Details for additional projects are available on request.

## REFERENCES

### Mark Goble

Project Manager | City of St. George

(435) 703-0686 | mark.goble@sgcity.org

### Craig Oswald

Parks & Rec Director | Nephi City

(435) 250-8500 | mcoswald@nephi.utah.gov

### Matt Marizele

City Manager | Salem City

(801) 423-2770 | mattm@salemcity.org





## SECTION 5

### COST OF ELEMENTS

# COST OF ELEMENTS

## Design Phase Services

| COST BREAKDOWN                          |                   |
|-----------------------------------------|-------------------|
| Project Management                      | \$ 9,200          |
| Meetings (Incl. Two In-person Meetings) | \$ 10,800         |
| 30% Civil and Landscape Design          | \$ 7,600          |
| 60% Civil and Landscape Design          | \$ 26,900         |
| 90% Civil and Landscape Design          | \$ 16,900         |
| Final Deliverables                      | \$ 8,300          |
| Quality Control                         | \$ 11,400         |
| Architectural Design                    | \$ 18,400         |
| Structural Engineering                  | \$ 4,600          |
| Mechanical and Plumbing Engineering     | \$ 5,200          |
| Electrical Engineering                  | \$ 13,800         |
| Public Involvement                      | \$ 11,500         |
| <b>DESIGN PHASE TOTAL</b>               | <b>\$ 144,600</b> |

Sr. Engineer  
 Engineer IV  
 Engineer I  
 Sr. Landscape Architect  
 Landscape Architect II  
 Admin II

| Labor Hours |    |    |    |    |    |
|-------------|----|----|----|----|----|
| 12          |    |    | 30 |    | 12 |
|             | 20 |    | 20 | 20 |    |
|             | 12 | 16 | 8  | 20 |    |
|             | 35 | 80 | 8  | 90 |    |
|             | 20 | 45 | 8  | 60 |    |
|             | 15 | 24 | 4  | 20 |    |
| 20          | 20 |    | 20 |    |    |
|             |    |    |    |    |    |
|             |    |    |    |    |    |
|             |    |    |    |    |    |
|             |    |    |    |    |    |
|             |    |    |    |    |    |

### Subconsultants

|           |
|-----------|
|           |
|           |
|           |
|           |
|           |
|           |
|           |
|           |
| \$ 18,400 |
| \$ 4,600  |
| \$ 5,200  |
| \$ 13,800 |
| \$ 11,500 |

### Reimbursable Expenses\*

|          |
|----------|
|          |
| \$ 1,684 |
|          |
|          |
|          |
|          |
|          |
|          |
|          |
|          |
|          |
|          |

### HOURLY RATES

Sr. Engineer: \$229  
 Engineer IV: \$165  
 Engineer I: \$117  
 Sr. Landscape Architect: \$175  
 Landscape Architect II: \$115  
 Admin II: \$98

### \* REIMBURSABLE EXPENSES

1400 Miles @ \$0.70/mile = \$980  
 2 Nights Lodging @ \$250/night = \$500  
 4 Days Partial Per Diem @ \$51/day = \$204  
**Total Reimbursable Expenses = \$1,684**

## DESIGN PHASE ASSUMPTIONS

- Geotechnical report will be provided by City or standard conservative values will be used for structures.
- Civil Science will attend two meetings in person. Additional meetings can be completed for an additional cost.
- Alta survey will be provided by city and no additional survey will be needed.
- Excludes specialty design services beyond typical pre-fabricated features related to stage, splash pad, and pavilions.

## Bid Phase Services - Hourly, not to exceed \$9,000

The bid phase is focused on procurement of a contractor to perform construction of the work.

- Assist the City in advertisement for public bid.
- Conduct a pre-bid meeting, answer questions, clarify expectations of the contractor, explain design rationale.
- Answer bid phase questions related to the construction documents.
- Issue addenda to clarify requirements, scope, quality and quantity of the improvements to be completed.
- Review bids with project requirements, issue bid tabulation and issue Notice of Intent to Award.
- Assist the City in securing agreement, bonds, and insurance from the contractor.

### DELIVERABLES

- Pre-Bid Attendance
- Addenda (if required)
- Bid Tabulation
- Bidder Document Review
- Engineers Recommendation for Award

### ASSUMPTIONS

- One (1) bid period that will comprise of approximately 30 days.

## Construction Phase Services

The cost of Construction Services will depend on the level of involvement desired by the City. Civil Science has successfully supported past City of Moab projects in a range of roles, from providing limited administrative oversight to delivering full-time construction observation and inspection services. As the Center Street Ballpark project advances and the City defines its preferred level of consultant participation during construction, Civil Science will develop a detailed scope and cost proposal that aligns with those needs and ensures the project's quality, efficiency, and compliance with design intent.



# APPENDIX FULL RESUMES

# JEFF PEAY, P.L.A. UT, ID, NV



## PROJECT ROLE

Project Manager

## EDUCATION

B.A., Landscape Architecture  
 • Utah State University

## LICENSE/REGISTRATION

Professional Landscape Architect  
 • Utah #356185-5301  
 • Idaho #16996  
 • Nevada #1104

## YEARS OF EXPERIENCE 27

Civil Science (2021-Present)  
 • Sr. Landscape Architect  
 City of St. George (2013-2021)  
 • Deputy Director, Park Planning  
 Mackay Regional Council, AUS (2013-2021)  
 • Council Landscape Architect

## RECENT AWARDS

**Outstanding Achievement Award, 2025** |  
 St. George City, Pioneer Park Interpretive  
 Trail Project. Utah Historical Society.

**Project of the Year, 2024** | St. George City,  
 Little Valley Artificial Turf Fields Project.  
 APWA Southern Utah Public Works.

Jeff brings nearly three decades of professional experience in the landscape architecture field practicing in both the United States and Australia. His experience includes the sustainable design, construction, and management of a wide range of landscape project sizes and scopes for municipalities, developers, and institutions. He has a detailed knowledge of native and non-native plant species used in the Utah landscape industry. Jeff understands the complexities of the landscape environment and its relationship to soils, climate, water quality, and maintenance. His extensive experience includes design and implementation of Water Sensitive Urban Design (WSUD) principles and Low Impact Development (LID) design solutions. He is skilled in the design and implementation of Crime Prevention Through Environmental Design (CPTED) principles and practices in the landscape. Prior to his employment with Civil Science, Jeff served as the Deputy Director, Park Planning for the City of St. George. He has been instrumental in the design and development of many of the iconic neighborhood and community parks and trails being developed in Southern Utah over the past 12 years. Jeff is experienced working as an integrated team member coordinating with a variety of project consultants and clients.

## RELEVANT PROJECT EXPERIENCE

### RECREATION & INFRASTRUCTURE

Cedar City Pickleball Complex. Cedar City Corporation, 2022. (Cedar City, UT)  
 Crimson Flast Baseball Complex. City of Nephi, 2025. (Nephi, UT)  
 Curly Hollow Park Concept. City of St. George, 2024. (St. George, UT)  
 Duck Pond Park. White Pine County, 2024 (Ely, NV)  
 East Legacy Park Feasibility Study. City of Las Vegas, 2024. (Las Vegas, NV)  
 Fossil Falls Park. City of St. George, 2022. (St. George, UT)  
 Goose Nest Park. City of Elk Ridge, 2025. (Elk Ridge, UT)  
 Jack Caylor Park Phases I & II. White Pine County, 2024. (Ely, NV)  
 Jamestown Park Master Plan. City of Nephi, 2024. (Nephi, UT)  
 Kanab City Archery Complex. City of Kanab, 2022. (Kanab City, UT)  
 Little Valley Pickleball Complex, Phase 2. City of St. George, 2014. (St. George, UT) \*  
 Little Valley Soccer Fields, Phase 5. City of St. George, 2018. (St. George, UT) \*  
 Mesquite Skate Yard All-Wheels Park. City of Mesquite, 2024. (Mesquite, NV)  
 Ruth Memorial Mining Park Phase II. White Pine County, 2024. (Ely, NV)  
 Snake Hollow Bike Park. City of St. George, 2019. (St. George, UT) \*  
 SNPLMA Park Designs. City of North Las Vegas, 2023. (North Las Vegas, NV)  
 SNPLMA Round 19 Park Concepts. White Pine County, 2022. (Ely, NV)  
 Thunder Junction All Abilities Park, Phase 1. City of St. George, 2015. (St. George, UT) \*  
 Thunder Junction All Abilities Park, Phase 2. City of St. George, 2025. (St. George, UT)

### TRAILS & STREETSCAPES

Kane Creek Blvd Reconstruction; US-191 to 500 West. City of Moab, 2024. (Moab, UT)  
 Moab Mill Creek Drive Landscape & Water Harvesting Treatments. City of Moab, 2021.  
 (Moab, UT)  
 Pioneer Park Interpretive Trail. City of St. George, 2024. (St. George, UT)  
 Temple Springs Trail & Trailhead. City of St. George, 2022. (St. George, UT)  
 Virgin River Trail System, Multiple Phases. City of St. George, 2021. (St. George, UT)

### SITE DEVELOPMENT

CNLV Civic Center Entry Plaza. City of North Las Vegas, 2025. (North Las Vegas, NV)  
 Moab City Dispersed Parking. City of Moab, 2024. (Moab, UT)

\* Project services performed prior to Civil Science.

# JORDAN GOFF, P.L.A. <sup>UT, NV</sup>



## PROJECT ROLE

Landscape Architect

## EDUCATION

B.S./M.L.A., Landscape Architecture  
 • *Utah State University*

## LICENSE/REGISTRATION

Professional Landscape Architect  
 • Utah #1388945-5301  
 • Nevada #1182

## YEARS OF EXPERIENCE 4

Civil Science (2023-Present)  
 • *Landscape Architect*  
 Norris Design (2022-2023)  
 • *Landscape Architect*  
 Landform Design Group (2021)  
 • *Intern, Landscape Architect*  
 MGB+A (2020)  
 • *Intern, Landscape Architect*  
 Zion Mountain Ranch (2019)  
 • *Intern, Landscape Architect*

## AWARDS

**Outstanding Achievement Award, 2025** | St. George City, *Pioneer Park Interpretive Trail Project*. Utah Historical Society.

Jordan has 3 years of professional experience in the landscape architecture field. He earned a combined Bachelor's/Master's degree in landscape architecture from Utah State University, where he wrote his thesis on educating the public about low-water and fire-protective landscaping. During his time at Utah State, Jordan completed three summer internships at Zion Mountain Ranch (Mt Carmel, UT), MGB+A (SLC, UT), and Landform Design Group (SLC, UT), respectively. After graduating, he went to work for Norris Design in Phoenix, AZ, where he was involved in a wide variety of parks, streetscape, multifamily, and healthcare projects, from conceptual design through construction documentation. While working in the Phoenix area, Jordan learned the unique opportunities and constraints of landscaping in the arid southwest. Jordan's experience has allowed him to develop skills in landscape design, detailing, CAD drafting, and rendering and graphics. He is passionate about creating designs that help people connect with each other and with nature.

## RELEVANT PROJECT EXPERIENCE

### RECREATION & INFRASTRUCTURE

Crimson Flast Baseball Complex. City of Nephi, 2025. (Nephi, UT)  
 Curly Hollow Park Concept. City of St. George, 2024. (St. George, UT)  
 Deer Hollow Pump Station Renovation. City of North Salt Lake, 2020. (N. Salt Lake, UT) \*  
 Divario Park. Divario Master Planned Community, 2023. (St. George, UT)  
 East Legacy Park Feasibility Study. City of Las Vegas, 2024. (Las Vegas, NV)  
 Goodwin Park. City of Tempe, 2023. (Tempe, AZ) \*  
 Goose Nest Park. City of Elk Ridge, 2025. (Elk Ridge, UT)  
 Harmon Park. City of Twin Falls, 2024. (Twin Falls, ID)  
 Hurricane 2024 Parks, Trails & Recreation Master Plan. City of Hurricane, 2024. (Hurricane, UT)  
 Jacobs Park. City of Tucson, 2023. (Tucson, AZ) \*  
 Jamestown Park Master Plan. City of Nephi, 2024. (Nephi, UT)  
 Mesquite Skate Yard All-Wheels Park. City of Mesquite, 2024. (Mesquite, NV)  
 Pioneer Park Interpretive Trail. City of St. George, 2024. (St. George, UT)  
 Ranchos Park Irrigation Expansion. City of Kanab, 2024. (Kanab, UT)  
 Roundabout Improvement Concepts. City of North Las Vegas, 2023. (N. Las Vegas, NV)  
 Salem City Landscape Standards. City of Salem, 2024. (Salem, UT)  
 Salem Pond Park. City of Salem, 2024. (Salem, UT)  
 Southern Hills Park. City of St. George, 2024. (St. George, UT)  
 Spanish Fork Parkway Park. City of Spanish Fork, 2024. (Spanish Fork, UT)  
 St. George City Hall Plaza Concept. City of St. George, 2025. (St. George, UT)  
 Thunder Junction All Abilities Park, Phase 2. City of St. George, 2025. (St. George, UT)  
 Tonaquint Park Master Plan. City of St. George, 2024. (St. George, UT)  
 White Pine County Little League Fields. White Pine County, 2023. (Ely, NV)  
 Woodbury All-Wheels Park. City of Mesquite, 2023. (Mesquite, NV)

### TRAILS & STREETSCAPES

Erie Drive. City of Chandler, 2022. (Chandler, AZ) \*  
 Kane Creek Blvd Reconstruction; US-191 to 500 West. City of Moab, 2023. (Moab, UT)  
 SR-18; St. George Blvd. to Main Street. UDOT Region 4, 2024. (St. George, UT)

\* Project services performed prior to Civil Science.



# CODY HOWICK, P.E. <sup>UT, AZ, NV</sup>



## PROJECT ROLE

Sports & Park Specialist

## EDUCATION

B.S., Civil Engineering  
 • *Utah State University*  
 A.S., Biology  
 • *Dixie State College*

## LICENSE/REGISTRATION

Professional Engineer  
 • Utah #8159105-5301  
 • Arizona #63748  
 • Nevada #021987

## YEARS OF EXPERIENCE 22

Civil Science (2017-Present)  
 • *Area Manager, Executive*  
 Sunrise Engineering, Inc. (2007-2017)  
 • *Project Manager*  
 Civil Science (2006-2007)  
 • *Project Engineer*  
 Sowby & Berg Consultants (2005-2006)  
 • *Project Engineer*

## RECENT AWARDS

**Outstanding Achievement Award, 2025** | St. George City, *Pioneer Park Interpretive Trail Project*. Utah Historical Society.

**Project of the Year, 2024** | St. George City, *Little Valley Artificial Turf Fields Project*. APWA Southern Utah Public Works.

With more than two decades of experience and hundreds of successful parks, public recreation, and infrastructure projects, Cody brings unmatched expertise in the planning, design, and construction of sports and civic facilities. A licensed Professional Engineer in Utah, Nevada, and Arizona, Cody is known for his ability to take community vision and stakeholder requirements into functional, high-performing recreation spaces. His portfolio includes award-winning projects like the St. George Little Valley Pickleball Complex and the Snake Hollow Bike Park, both recognized as regional benchmarks for design quality and user experience. Beyond his engineering work, Cody devotes time to coaching as high-school basketball, reflecting his deep passion for sports, teamwork, and community involvement. With all projects, Cody ensures every detail, from grading to game-day performance, meets the highest level of standard. His leadership and firsthand understanding of how people use parks makes him fanatical about producing great recreation design.

## RELEVANT PROJECT EXPERIENCE

### PROJECTS IN MOAB, UT

100 West Shared-Use Path. City of Moab, 2023. (Moab, UT)  
 Aggie Boulevard Shared-Use Path. City of Moab, 2023. (Moab, UT)  
 Kane Creek Blvd Reconstruction; US-191 to 500 West. City of Moab, 2024. (Moab, UT)  
 Moab City Dispersed Parking. City of Moab, 2024. (Moab, UT)

### RECREATION & INFRASTRUCTURE

11th Avenue Park Improvements, Tennis & Pickleball Courts. City of Salt Lake City, 2013. (Salt Lake City, UT) \*  
 Cedar City Pickleball Court Complex. Cedar City Corporation, 2021. (Cedar City, UT)  
 Cedar City Cemetery Expansion Project. Cedar City Corporation, 2022. (Cedar City, UT)  
 County Courthouse Park Improvements. White Pine County, 2027 (*In Progress*). (Ely, NV)  
 Crimson Flast Baseball Complex. City of Nephi, 2025. (Nephi, UT)  
 Curly Hollow Park Concept. City of St. George, 2024. (St. George, UT)  
 East Legacy Park Feasibility Study. City of Las Vegas, 2024. (Las Vegas, NV)  
 Enterprise City Park Tennis & Sports Courts. Enterprise City, 2023. (Enterprise, UT)  
 Fossil Falls Park. City of St. George, 2022. (St. George, UT)  
 Hurricane 2024 Parks, Trails & Recreation Master Plan. City of Hurricane, 2024. (Hurricane, UT)  
 Kanab City Archery Complex. City of Kanab, 2022. (Kanab City, UT)  
 Little Valley Artificial Turf Fields. City of St. George, 2022. (St. George, UT)  
 Little Valley Pickleball Complex. City of St. George, 2024. (St. George, UT)  
 Lost Creek State Park. Utah DNR/DFCM, 2024. (Morgan County, UT)  
 Mesquite Skate Yard All-Wheels Park. City of Mesquite, 2024. (Mesquite, NV)  
 Pioneer Park Interpretive Trail. City of St. George, 2024. (St. George, UT)  
 Red Cliffs Park. City of Nephi, 2025. (Nephi, UT)  
 Sherry Belle Trail & Trailhead. City of Kanab, 2019. (Kanab, UT)  
 Snake Hollow Bike Park. City of St. George, 2019. (St. George, UT)  
 Southern Hills Park. City of St. George, 2024. (St. George, UT)  
 St. George City Hall Plaza Concept. City of St. George, 2025. (St. George, UT)  
 SUU Pickleball Courts. Southern Utah University, 2022. (Cedar City, UT)  
 SUU Soccer Field Improvements Project. Southern Utah University, 2022. (Cedar City, UT)  
 Temple Springs Park Project. City of St. George, 2022. (St. George, UT)  
 Thunder Junction All Abilities Park, Phase 2. City of St. George, 2025. (St. George, UT)

\* Project services performed prior to Civil Science.



# JACOB HOWELL, P.E. UT, AZ, NV



## PROJECT ROLE

Project Engineer

## EDUCATION

B.S., Civil Engineering  
 • Utah State University

## LICENSE/REGISTRATION

Professional Engineer  
 • Utah #12144698-5301  
 • Arizona #73266  
 • Nevada #029607

## YEARS OF EXPERIENCE 9

Civil Science (2021-Present)  
 • Project Manager  
 Jones & Demille (2017-2021)  
 • Project Engineer

Jacob is a highly experienced site design and planning professional with 9 years of expertise focused on creating community-centered park designs and ensuring regulatory compliance. His civil engineering background encompasses park design, master planning, utility design, roadway design, and construction management. Jacob leverages advanced modeling tools to develop innovative and sustainable park designs that meet critical engineering criteria and address site-specific challenges. His collaborative approach, honed through extensive engagement with community members, city staff, and utility stakeholders on projects in Moab, fosters project consensus and efficient review processes. Jacob's deep understanding of the Downtown Moab area, gained through leading the Dispersed Parking Project, positions him to deliver exceptional results for this park design project, ensuring seamless execution and alignment with local needs.

## RELEVANT PROJECT EXPERIENCE

### RECREATION & INFRASTRUCTURE

100 East Roadway Reconstruction. City of Moab, 2025. (Moab, UT)  
 4100 S. Sewerline. Granger-Hunter Improvement District, 2020. (West Valley City, UT) \*  
 Fossil Falls Park. City of St. George, 2022. (St. George, UT)  
 George Washington Traffic Signal. City of Washington, 2024. (Washington, UT)  
 Hardy Way & Falcon Ridge Parkway Traffic Signal. City of Mesquite, 2025. (Mesquite, NV)  
 Highland Dr/Frontage Rd Realignment. City of Santaquin, 2020. (Santaquin, UT) \*  
 Hurricane City Transportation Master Plan. City of Hurricane, 2019. (Hurricane, UT) \*  
 Kane Creek Blvd Reconstruction; US-191 to 500 West. City of Moab, 2024. (Moab, UT)  
 Kayenta Debris Basin EWP. Town of Kayenta, 2018. (Kayenta, AZ) \*  
 Kayenta Industrial Park. Town of Kayenta, 2020. (Kayenta, AZ) \*  
 Moab Area Recreation Hot Spot Study. City of Moab & UDOT Region 4, 2018. (Moab, UT) \*  
 Moab City Dispersed Parking. City of Moab, 2024. (Moab, UT)  
 Olsen Reservoir Watershed Plan. Client Name, 2020. (City, ST) \*  
 Pioneer Blvd Traffic Signals. City of Mesquite, 2024. (Mesquite, NV)  
 Pioneer Park Interpretive Trail. City of St. George, 2024. (St. George, UT)  
 Sevier County Flat Canyon Watershed & Flood Study. Sevier County, 2020. (Sevier County, UT) \*  
 Signal Warrant Analysis. City of Mesquite, 2023. (Mesquite, NV)  
 SR-7 Active Transportation Path. City of St. George, 2024. (St. George, UT)  
 SR-9; I-15 Through Hurricane Roadway Preservation. UDOT Region 4, 2019. (Hurricane, UT) \*  
 St. George Mall Drive Traffic Signal. City of St. George, 2025. (St. George, UT)  
 Washington Fields Rd Traffic Signal. City of Washington, 2025. (Washington, UT)

\* Project services performed prior to Civil Science.

**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.

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### **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.

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**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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives.

“PROJECT OWNER”

AMASA APARTMENTS LLC,  
a Utah limited liability company

By: Amasa Apartments GP LLC,  
a Utah limited liability company  
Its: Managing Member

By: Ivan Carroll  
Its: Member

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Ivan Carroll, a Member of Amasa Apartments GP LLC, a Utah limited liability company, which is the Managing Member of Amasa Apartments LLC, a Utah limited liability company.

NOTARY PUBLIC  
Residing at:  
My commission expires:

## “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.

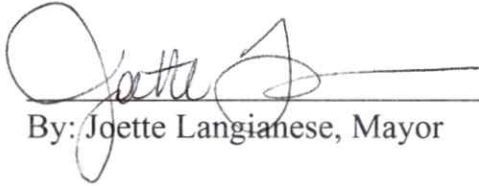


This is an infill project located on a site with existing residential units and established infrastructure, which substantially reduces the need for new public facility capacity compared to larger or greenfield developments. Despite this, the project has already absorbed significant onsite infrastructure 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.

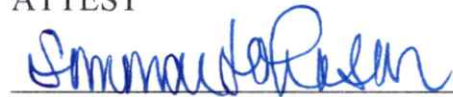
Granting meaningful impact fee relief is critical to delivering and maintaining our goal of deeply affordable housing for low- and moderate-income households in Moab while supporting infrastructure improvements that benefit the broader community.

**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 applicant 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.

## ATTACHMENT A – IMPACT FEE WAIVER MATRIX

# Water and Sewer Utility Fee Assessment

Applicant Name      Service Address      Construction Type

|              |                    |                  |
|--------------|--------------------|------------------|
| Ivan Carroll | 57 KANE CREEK BLVD | New Construction |
|--------------|--------------------|------------------|

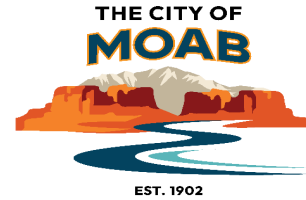
Moab City Finance  
Department

(435) 259-5123

Use Type      Assessment Date      Location

|             |          |                |
|-------------|----------|----------------|
| Residential | 1/8/2026 | In City Limits |
|-------------|----------|----------------|

finance@moabcity.org



|                                   |                     |
|-----------------------------------|---------------------|
| Total Impact and connection fees* | <b>\$246,648.81</b> |
|-----------------------------------|---------------------|

**\*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).**

| <b>Comments:</b> 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 Cooperative1581, Phase 1

**DISPOSITION:** Discussion and possible action

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

**ATTACHMENT/S:**

1. Recorded LURA / Restrictive Covenant – The Cooperative1581 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 Cooperative1581

**STAFF RECOMMENDATION:** Staff recommends that the City Council approve the Impact Fee Waiver request submitted by The Cooperative1581 Phase 1 LLC, subject to execution of the required Waiver Contract under Section 7 of the Policy.

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**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:

Cooperative1581 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 Cooperative1581 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.

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**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.

When Recorded Return to:

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

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

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.

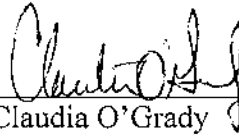
30. Headings. Titles or headings to the sections of this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement.

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

Ent 557379 Bk 982 Pg 664

"UTAH HOUSING"

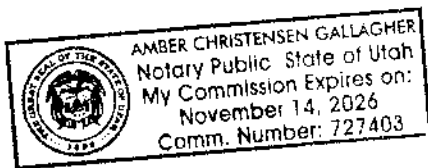
UTAH HOUSING CORPORATION,  
a Utah public corporation



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 18<sup>th</sup> 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

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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, I respectfully submit this updated narrative in support of our request for approval of an impact fee waiver pursuant to the City of Moab Affordable Housing Partnership Policy and Impact Fee Assistance Program.

### **Project Overview**

The Cooperative 1581 Phase I is a 144 unit deed restricted affordable housing development located at 1581 Millcreek Drive in Moab, Utah. The project is purpose built to serve Moab's local workforce and provide long term housing stability in direct alignment with the City's adopted housing objectives.

The development consists of three residential buildings with associated parking, landscaping, and site improvements. All units are income restricted for a minimum of 55 years pursuant to recorded affordability covenants, ensuring long term benefit to the community.

### **Unit Mix and AMI Distribution**

The project contains 144 total units distributed across the following income levels:

- Below the 40 percent AMI level  
2 units total  
1 two bedroom  
1 three bedroom two bath
- Below the 50 percent AMI level  
13 units total  
7 two bedroom  
6 three bedroom two bath
- Below the 60 percent AMI level  
115 units total  
73 one bedroom one bath  
21 two bedroom  
21 three bedroom two bath
- Below the 70 percent AMI level  
12 units total  
6 two bedroom  
6 three bedroom two bath
- Below the 80 percent AMI level  
2 units total  
1 two bedroom  
1 three bedroom two bath

Approximately 90 percent of the units are at or below the 60 percent AMI level, and the weighted average AMI across the entire project is just under 60 percent. This structure delivers meaningful depth of affordability while maintaining long term operational sustainability.

### **Construction Timeline**

Construction financing closed in December 2025. Construction commenced in January 2026 and is anticipated to have a total duration of approximately 14 months, positioning the project for completion in early 2027. The project is actively underway.

### **Development Budget and Funding Structure**

The total development cost for Phase I is just over \$44,000,000. As a 4 percent Low Income Housing Tax Credit development, permanent debt capacity is constrained by regulated rents and conservative underwriting standards, and tax credit equity is limited by federal allocation formulas.

Within these parameters, the project required the resolution of a funding gap of just over \$5,000,000 in order to proceed while preserving the intended affordability levels.

That gap was addressed through direct financial participation and deferrals by the development team and local partners:

- The developer deferred approximately 92 percent of the developer fee during construction and will maintain approximately 65 percent of the fee deferred at permanent loan conversion.
- The landowner deferred just over 50 percent of the land value through a deferred land note.
- Grand County contributed \$200,000 in the form of a 1 percent interest loan.
- The project architect contributed \$675,720 through a deferred architectural fee note.

Together, these commitments represent more than \$5,050,000 in direct local and private participation to ensure the project moves forward. This capital is at risk and remains subordinated in support of long-term affordability.

### **Impact Fee Waiver Request**

The total impact fees requested to be waived are \$126,000. This amount represents less than one third of one percent of the total \$44,000,000 development cost.

In the context of more than \$5,000,000 already committed locally to close the funding gap, the requested waiver reflects a proportional and reasonable municipal partnership in delivering 144 deed restricted workforce housing units.

The waiver does not create excess return. It modestly strengthens the capital structure and protects long term stability. Any portion not approved will be absorbed directly by the developer, increasing their deferred position to preserve the project's affordability commitments.

### **Community Benefit**

The Cooperative 1581 Phase I delivers:

- 144 deed restricted workforce housing units
- Approximately 90 percent of units at or below the 60 percent AMI level

- A weighted average AMI just under 60 percent across the project
- Long term recorded affordability covenants
- More than \$44,000,000 invested into Moab
- More than \$5,050,000 in direct local financial commitment

This development represents one of the most significant workforce housing investments undertaken in the City in recent years. The requested \$126,000 waiver supports the delivery of deeply affordable housing that will serve Moab residents for decades.

**Conclusion**

The Cooperative 1581 Phase I is already under construction and supported by substantial private and local financial participation. Approval of the requested \$126,000 impact fee waiver represents a modest but meaningful partnership that reinforces the City's housing goals and helps ensure the long term success of this critical workforce housing development.

We appreciate the City's continued leadership in addressing housing needs and respectfully request approval. We remain available to provide any additional financial documentation or supporting materials the Council may require.

Sincerely,

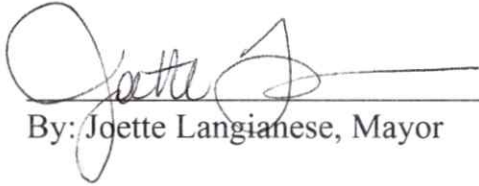
Jake Williams

Managing Member  
The Collaborative 1581 Phase 1 LLC & 22 Communities



**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.

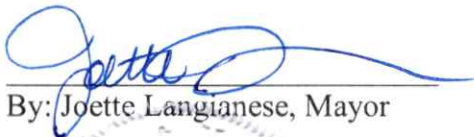
2. **Severability.** If a court of competent jurisdiction declares any section, clause, or portion of this Ordinance to be invalid, the remainder will not be affected and will remain in full force and effect.

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 applicant 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.

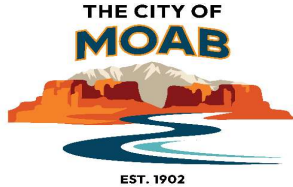
- 1) *Affordable Housing Project*: A residential development that contains deed-restricted Affordable Housing Units.
- 2) *Affordable Housing Unit*: A residential unit available for purchase or rent by households earning up to 120% of the AMI for Grand County, Utah.
- 3) *AMI*: Area Median Income of 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<br>WAIVER PER UNIT | TOTAL IMPACT<br>FEE WAIVER |
|-----------------------------------------|---------------------|-----|------|----------------|---------------------|--------------------------|------------------------------|-----------------------|--------------------------------|------|-------------------------------|----------------------------|
| YEARS                                   |                     |     |      | TOTAL<br>UNITS | AMI AVG. (IN-RANGE) |                          |                              |                       |                                |      |                               |                            |
| YRS                                     | YRS                 | YRS | YRS  |                |                     | <30%<br>EXTREMELY<br>LOW | 30%-59%<br>VERY LOW          | 60%-79%<br>LOW-INCOME | 80%-120%<br>MODERATE<br>INCOME |      |                               |                            |
| Impact Fee<br>Waiver Total<br>Available | POINTS<br>AVAILABLE | 1   | 0.75 | 0.5            | 0.25                | PTS AVAILABLE            | 1                            | 0.75                  | 0.5                            | 0.25 |                               |                            |
| Example 1: Housing Unit(s)              | \$ 1,000.00         | 1   |      |                |                     |                          | X                            |                       |                                |      | \$ 1,000.00                   | \$ 1,000.00                |
| Example 2: Housing Unit(s)              | \$ 1,000.00         |     | 1    |                |                     |                          |                              |                       | X                              |      | \$ 625.00                     | \$ 625.00                  |
| TOTAL UNITS                             |                     | 1   | 1    | 0              | 0                   |                          |                              |                       |                                |      |                               | \$ 1,625.00                |
| TOTAL UNITS                             |                     |     |      |                | 2                   |                          |                              |                       |                                |      |                               |                            |
| GRAND TOTAL                             |                     |     |      |                |                     |                          |                              |                       |                                |      | \$ 1,625.00                   |                            |

# Water and Sewer Utility Fee Assessment



**Moab City Finance  
Department**

**(435) 259-5123**

[finance@moabcity.org](mailto: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 |

|                                          |                     |
|------------------------------------------|---------------------|
| <b>Total Impact and connection fees*</b> | <b>\$190,891.15</b> |
|------------------------------------------|---------------------|

**\*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      |

| 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      |