



ENHANCING OUR VIBRANT COMMUNITY AND IMPROVING OUR QUALITY OF LIFE

**MOAB CITY COUNCIL
OCTOBER 14, 2025
REGULAR MEETING - 6:00 P.M.**

City Council Chambers
217 East Center Street
Moab, Utah 84532

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

1.1. Call to Order and Pledge of Allegiance

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

3. Presentations

3.1. Moab Free Health Clinic

3.2. Moab Area Community Land Trust

Documents:

maclt overview to moab city council 10-14-25.pdf

4. Department Update

4.1. Center Street Ballfields Redesign Project and Renaming Request to Glen Richeson Ballfields

Documents:

city council staff report ball field update and rename request.pdf
glen richeson.pdf

5. Consent Agenda

5.1. Bullying Prevention Month Proclamation

Documents:

proclamation - bullying prevention month.pdf

5.2. Approval of a Franchise Agreement Ordinance with Enbridge Gas Utah (Questar Gas Company)

Documents:

city council staff report enbridge franchise.pdf
moab franchise agreement enbridge (2025-08-08) (mo039-002) (2).pdf
ord-cc-1997-24 (1).pdf

5.3. Approval of Minutes
September 23, 2025, Regular Meeting

Documents:

min-cc-2025-09-23 draft.pdf

5.4. Approval of Bills Against the City of Moab in the Amount of \$1,388,344.74

Documents:

09-24-25 council consent.pdf
10-01-25 council consent.pdf
10-08-25 council consent.pdf

6. General Business

6.1. Consideration of a Contract Award to Beh Brothers Construction in the Amount of \$1,997,770.01 for the 2022 NRCS EWP Mill Creek Bank Protection Construction Project

Documents:

2022 nracs ewp mill creek bank protection construction project contract award agenda summary.pdf
attachment 1 - bid results.pdf
attachment 2 - plans.pdf
attachment 3 - contract.pdf

6.2. Consideration of a Contract Award to A-1 Abatement in the Amount of \$79,855 for the Complete Abatement and Disposal of Asbestos-Containing Materials and Structure Demolition Services at 737 Mountainview Drive

Documents:

mountainview abatement.pdf
bid opening - complete abatement and disposal of asbestos-contai.pdf
04_mountainview dr 737_contract for services for the city of moab_template.pdf

6.3. Consideration of a Cooperative Agreement between the City of Moab and Rim to Rim Restoration for Implementation of the Community Wildfire Defense Grant – Moab Valley Fire Hazard Reduction Project

Documents:

city council staff report rrr cwdg agreement.pdf

7. City Manager Updates

8. Mayor and Council Reports

9. Executive (Closed) Session

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

10. Adjournment

One or more Council members may participate remotely.

Special Accommodations:

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

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



MOAB AREA COMMUNITY LAND TRUST OVERVIEW

Executive Summary

The Moab Area Community Land Trust (MACLT) is pleased to update the Moab City Council on our progress, current initiatives, and upcoming priorities. This overview summarizes our work to create permanently affordable, sustainable, and attainable housing and outlines our partnerships, timelines, and opportunities for collaboration with the City, Grand County, and the Moab community.

Arroyo Crossing is MACLT's first major project and has been our primary focus for several years. Now home to over 100 families, with more than 100 additional units underway, this 300-unit subdivision will always be a cornerstone to MACLT, but **Arroyo Crossing is just the beginning**. MACLT is excited to share our vision to diversify and expand our work to the larger Moab community.

Mission & Values

MACLT is mission-driven to **create permanently affordable housing by preserving land held in trust in the Moab Valley**. We were founded in 2012, operations began in earnest in 2018, construction started in 2020, and we hired our first Executive Director in 2022.

In all that we do, MACLT values **permanent affordability** for the housing we provide, **wholistic sustainability** that includes environmental and financial stewardship of our assets, **empathy and empowerment** for our residents, and **adaptability and collaboration** within our partnerships and housing solutions.

Impact at a Glance

- **Development Status:** 120 occupied, 61 in process, 119 upcoming
- **Economic Impact to Date:** \$41.6M
- **Populations Served:** Low- to Moderate-Income Households ($\leq 120\%$ AMI) who live and work locally, including essential workers, families, young professionals, and retirees
- **Upcoming Milestones**
 - Phase II – Winter 2025
 - LIHTC-Funded Amasa Arroyo Apartments – Fall 2026
 - Phase III – Est. 2027
- **Top Strategic Goals:** Complete Arroyo Crossing, acquire land for future projects, pursue new housing types, expand deed restrictions to the larger community

Board

- Sheri Griffith, Chair
- Brian Quigley, Vice Chair
- Kara Stoner, Treasurer
- Kya Marienfeld, Secretary
- Samantha Derbyshire, Resident Representative
- Shalee Bryant, Board Member
- Audrey Graham, Board Member
- Melisa Jeffers, Board Member

Staff

- Kaitlin Myers, Executive Director
- Laura Harris, Development Manager
- Joy Dannelly, Stewardship Manager (starting Dec 2025)

ARROYO CROSSING OVERVIEW

MACLT's model fosters **lower construction costs** and **reasonable returns on investment** for lenders, investors, developers, contractors, and suppliers, as well as **higher levels of stability, affordability, neighborhood engagement, and economic opportunity** for homeowners and renters who live and work in the community.

Development Partners

MACLT is proud to work with the following partners to provide permanently affordable homes to low- and moderate-income households in the Moab Valley:

- **Housing Authority of Southeastern Utah (HASU)** is building 105 units, including:
 - 68 single family homes and townhomes through the USDA-RD Mutual Self-Help Program (MSH), providing homeownership opportunities to low-income (80% AMI) households
 - Skyline Arch Apartments, which is a 32-unit apartment project built with Low-Income Housing Tax Credits (LIHTC) for very low-income (60% AMI) households
 - 5 townhomes for purchase by moderate-income (120% AMI) households
 - HASU will own and manage Confluence Cottages upon construction completion by Utah Housing Corporation
- **Developed. By Women / Giv Development** will be building Amasa-Arroyo Apartments, a scattered-site LIHTC project including a new 32-unit apartment project at Arroyo Crossing and 38 units at Amasa Apartments (mix of new units and rehabilitation of existing units at the Kane Creek Apartments in Moab City)
- **Territorial Land Company** is building 24 twinhomes for purchase by moderate-income households
- **Utah Housing Corporation** built Confluence Cottages, which is a 24-unit detached cottages project rented to low- and moderate-income households
- **Community Rebuilds** built 28 single family homes and twinhomes through MSH, providing homeownership opportunities to low-income households

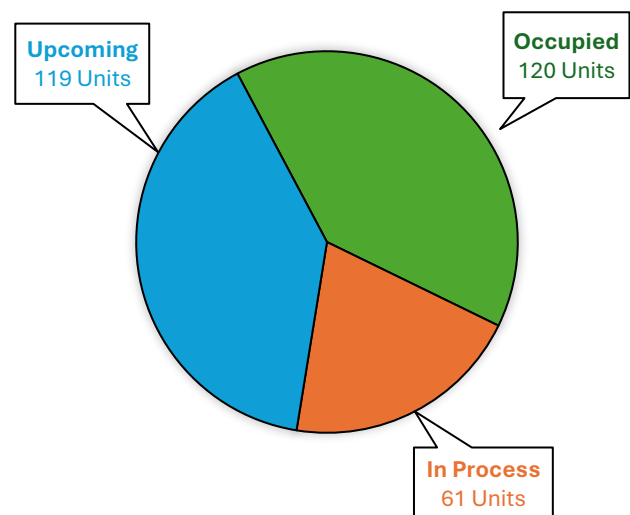
Deed Restrictions

- Household Income
 - 50% of units under 80% AMI
 - 75% of units under 100% AMI
 - 100% of units under 120% AMI
- Local Employment
- Primary Residency
 - 9 months per year for homeowners
 - 6 months per year for renters
- No ownership of other real property

Project Timeline

- 2018 - Land donated to MACLT
- 2019 - Awarded \$4.3M in New Markets Tax Credits
- 2019- Received project entitlements
- 2020 - Phase I infrastructure constructed
- 2021 – Housing construction begins
- 2022 - First homeowners move in
- 2025 – Projected to break ground on Phase II infrastructure

Subdivision Completion Status

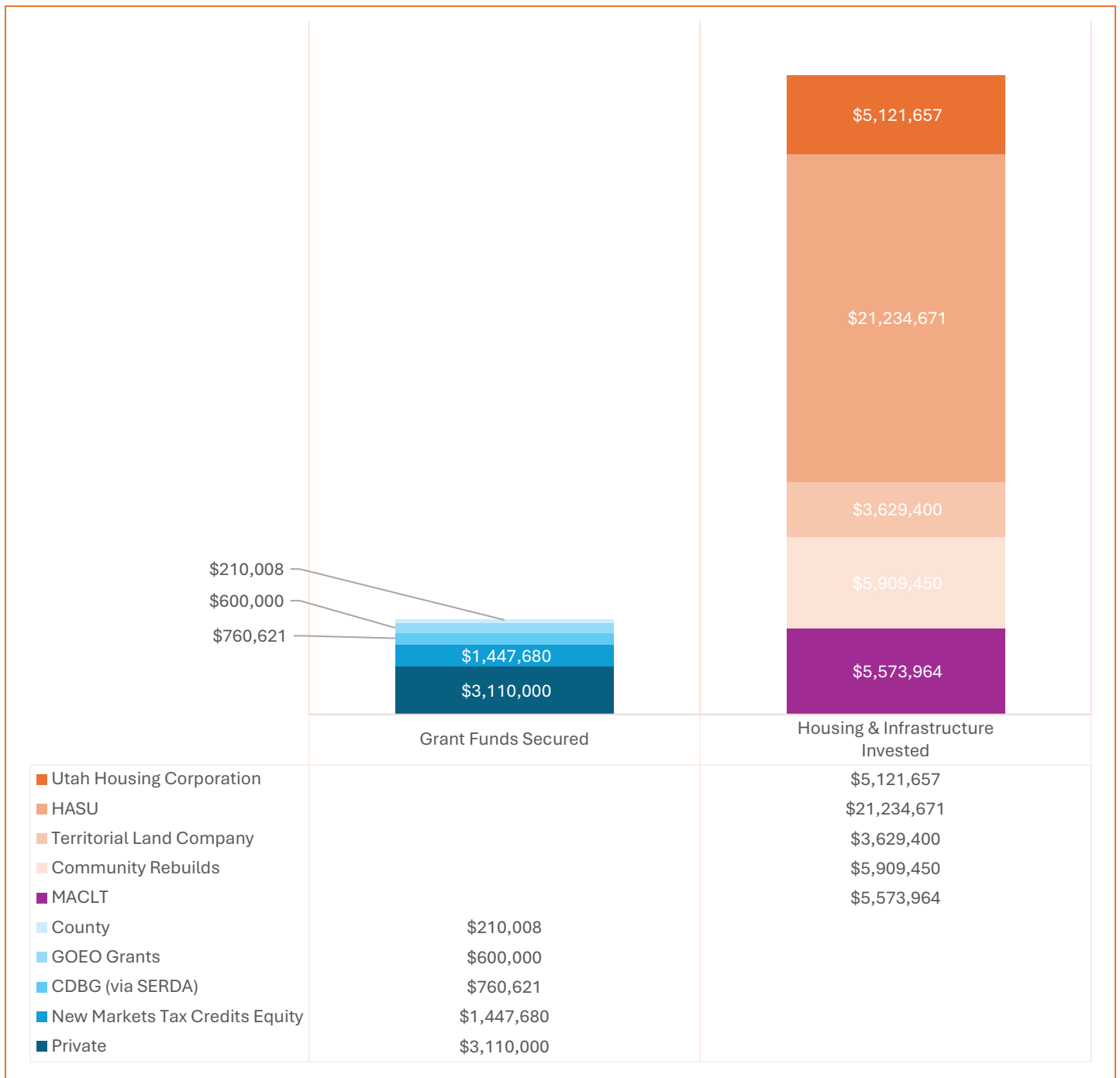


EFFICIENT INVESTMENT, PERMANENT IMPACT

MACLT and its development partners have secured over **\$6.1 million in public and private funds** (not including additional USDA, LIHTC, downpayment assistance, and other developer-specific subsidies), which have enabled the construction of over **\$41.5 million in housing and infrastructure investment** – permanent assets that will remain affordable for generations.

For every \$1 of funding, Arroyo Crossing has generated at least \$7 in impact.

This value is not theoretical — it represents completed and in-progress homes built by local contractors, supported by local suppliers for our local workforce. The impact extends beyond construction, facilitating millions in wages and contracts, hundreds of thousands in annual tax revenue, and sustainable, attainable homes for hundreds of residents.



DEVELOPMENT INITIATIVES

Building for Partnerships

We know that the best and most efficient housing solutions are derived through collaboration.

- Public-private partnerships (local, state, federal, and other public lands)
- Transitional and long-term workforce housing (essential workers, trades, nonprofits, tourism)

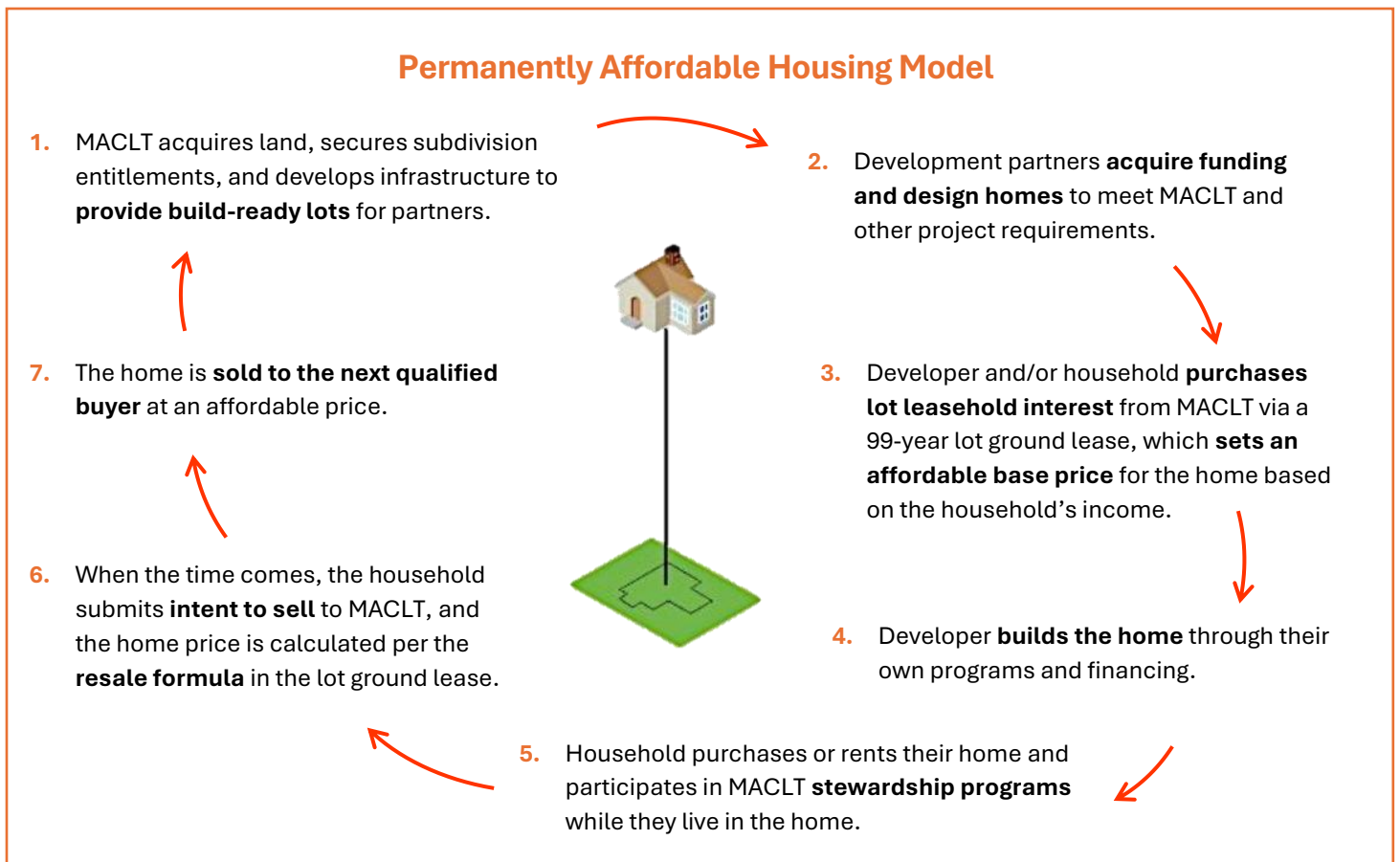
Building for People and Place

Every resident deserves a quality place to call home, and we know that looks different for each household.

- General land acquisition
- Acquisition of existing housing units
- Senior housing
- Accessible housing
- Additional homeownership and rental opportunities
- Additional low- and moderate-income opportunities
- Sustainable housing
- Transitional shelter and/or other forms of permanent supportive housing
- Alternative dwelling unit typologies

Avenues for Development

- Land and home donations/grants, below-market or market-with-subsidy purchase, and other transfers
- Conveyance of homes in estate planning, and pursuit of other deed restrictions on homes
- Create financial incentive programs to attract land and home donors
- Attain and support local, state, and federal housing programs and financing options
- Acquire donations, grants, loans, and other financial resources



STEWARDSHIP INITIATIVES

Stewardship is simply defined as the careful and responsible management of something entrusted to one's care; it is foundational to our model, and **it is what sets MACLT apart from any other housing developer in the community.**

In practice, MACLT's stewardship programs support and empower the people who live (or wish to live) in affordable homes. These programs protect community investments and create stable, sustainable, attainable, and enjoyable housing opportunities for people who live and work in the community.

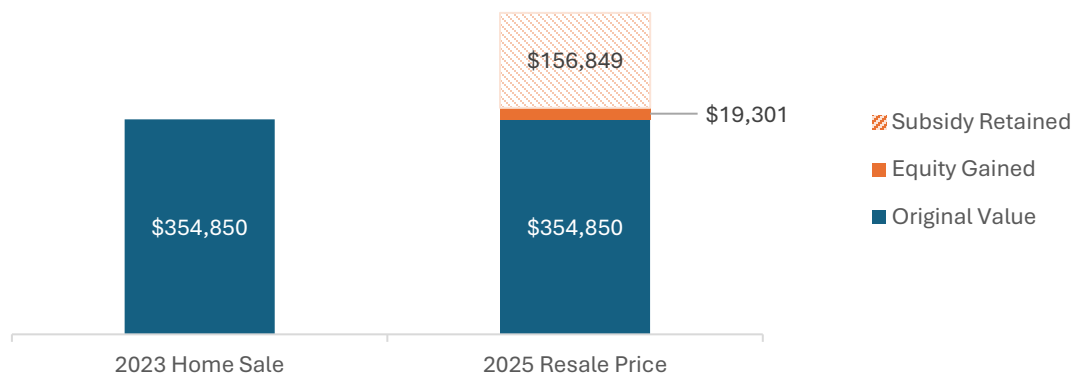
Current Efforts

- Maintain and enforce lot ground lease deed restrictions
- Create year-round engagement opportunities to connect residents to their community
- Provide ongoing education on home maintenance, financial well-being, and community building
- Maintain our physical assets for lasting quality in perpetuity
- Support the Arroyo Crossing Resident Board, which acts similarly to an HOA and empowers residents to plan initiatives and engage with the MACLT board
- Operate a community garden where food sharing is encouraged
- Facilitate upward mobility opportunities for residents within MACLT properties

Proof of Impact

When paired with MACLT's lot ground lease restrictions and stewardship programs, MACLT's model ensures modest public and philanthropic investments will produce lasting returns and permanent stability for future generations.

The graph below demonstrates the original sales price of an Arroyo Crossing home (\$354,850) compared to the MACLT resale value (\$374,151). With MACLT's lot ground lease restrictions, the homeowner gained \$19,301 in equity in less than two years, and \$156,849 in subsidy was retained in the community. Without these restrictions, this home would likely have been sold on the open market for approximately \$531,000.



Future Opportunities

MACLT aims to expand our stewardship services to the Moab Valley community by:

- Create, qualify, monitor, and enforce **new and existing deed restriction programs**
 - Voluntary primary residency deed restrictions
 - Acquire and preserve existing housing for the local community
- Partner with Grand County, Moab City, Moab Area Housing Task Force, Grand County Local Homeless Council, and other relevant organizations and entities on community housing initiatives
- Provide housing research, financial wellness, home maintenance, and other community education programs
- Facilitate first-time homeownership, landlord-tenant relationship, and other workshops

PUBLIC-PRIVATE PARTNERSHIPS

MACLT is grateful for the ongoing support and collaboration with our public partners. Together, our impact on affordable housing is efficient, exponential, and enduring.

Support to Date

- Grand County
 - P&Z application fee waivers (MACLT)
 - ARPA funding to hire first Executive Director (MACLT)
 - Property tax exemption for land (MACLT)
- State of Utah
 - GOEO Rural Communities Opportunity Grant
 - Skyline Arch Apartments predevelopment (HASU)
 - Phase II infrastructure predevelopment (MACLT)
 - Community Development Block Grant (via SERDA)
 - Phase II roadways (MACLT)
 - Townhome water & sewer infrastructure (HASU)
 - Olene Walker Housing Loan Fund (Skyline Arch Apartments / HASU)
 - First-Time Homebuyer Assistance Program (Territorial Land Company)
- Federal
 - New Markets Tax Credits for Phase I infrastructure (MACLT)
 - Low-Income Housing Tax Credits (Skyline Arch Apartments / HASU)
 - USDA Mutual Self-Help Program (HASU & Community Rebuilds)

Future Opportunities

- Innovative Infrastructure financing opportunities
 - Governor's Office of Economic Opportunity, South Eastern Regional Development Agency, Community Impact Board, Utah Inland Port Authority
- Public-private partnership development opportunities on publicly owned land
 - Moab City (i.e. Walnut Lane), Grand County, Grand County School District, Utah Trust Lands Administration, San Juan County, Emery County, Federal
- Continued support for housing development financing
 - Assured housing funds, Olene Walker Housing Loan Fund, Department of Workforce Services, Utah Housing Corporation, USDA-RD, HUD
- MACLT to serve as a deed restriction "hub" for the Moab community, operating and monitoring City- and County-supported programs and initiatives
 - Voluntary & mandated restrictions (i.e. Active Employment Housing, Residential Utility Assistance Program, etc.)
 - Primary residency, local employment, seniors, income
- Consult, advocate, and educate on local, state, and federal policies, programs, and incentives which provide more sustainable, attainable housing opportunities
 - Moab Area Housing Task Force, Grand County Local Homeless Council, Utah Strategic Housing Plan, Utah Housing Coalition

ARROYO CROSSING SUBDIVISION MAP

64 Single Family Homes

- Homeownership
- 80% AMI
- 48 in Phase I, 47 occupied
- To date, all Mutual Self Help via HASU & CR

Phase II

Infrastructure to begin late 2025

- All homeownership
- 5 Single Family Homes & 15 Townhomes @ 80% AMI
- 12 Twinhomes @ 120% AMI

84-Unit Multifamily / Amasa Arroyo Apartments

- 32 1-4BR Rentals
- 25-50% AMI
- Built by Giv Development
- LIHTC awarded July 2025, anticipate start summer 2026

44 Twinhomes

- Homeownership
- 80%-120% AMI
- 18 in Phase I, 18 occupied
- 6 by CR, 12 by TLC



Phase III

Est. begin in 2027

- 10 Single Family Homes
- 24 Townhomes

52 Townhomes

- Homeownership
- 22 @ 80% AMI, 5 @ 120% AMI (27 in Phase I)
- 4 under construction via HASU

Community Commercial

- Daycare & community facilities
- 1 in Phase I, 2 in Phase III
- Currently evaluating uses and partnership opportunities

Confluence Cottages

- 24 - 1BR & 2BR Rentals
- 80-115% AMI
- Built by UHC, to be managed by HASU; lease-up started Sept. 2025

Skyline Arch Apartments

- 32 - 1-4BR Rentals
- 25-50% AMI
- Built by HASU via LIHTC
- Occupied as of June 2025

2025 INCOME & HOUSING PRICE LIMITS

GRAND COUNTY INCOME LIMITS				
Household Size	50% (VLI)	80% (LI)	100%	120% (MI)
1 person	\$ 35,000	\$ 56,000	\$ 63,450	\$ 84,000
2 person	\$ 40,000	\$ 64,000	\$ 72,500	\$ 96,000
3 person	\$ 45,000	\$ 72,000	\$ 81,550	\$ 108,000
4 person	\$ 50,000	\$ 80,000	\$ 90,600	\$ 120,000
5 person	\$ 54,000	\$ 86,400	\$ 97,850	\$ 129,600
6 person	\$ 58,000	\$ 92,800	\$ 105,100	\$ 139,200
7 person	\$ 62,000	\$ 99,200	\$ 112,350	\$ 148,800
8 person	\$ 66,000	\$ 105,600	\$ 119,600	\$ 158,400

MAXIMUM AFFORDABLE BASE SALES PRICE						
AMI	Annual Income (HH of 4)	Affordable Monthly Housing Cost	Assumed Interest Rate*	Supportable Loan Amount*	Assumed Down Payment (5-10%)*	Maximum Sales Price
80%	\$ 80,000	\$ 2,000	5.00%	\$ 298,051	\$ 15,687	\$ 313,737
100%	\$ 90,600	\$ 2,265	6.50%	\$ 286,678	\$ 31,853	\$ 318,531
120%	\$ 120,000	\$ 3,000		\$ 379,706	\$ 42,190	\$ 421,896

* This model assumes 6% of monthly income will be spent on lot lease fees (in lieu of HOA fees), taxes, insurance, and utilities, leaving 24% for mortgage payment, and mortgage loan assumes 30-year fixed rate. Interest Rate continuously varies. Mutual Self Help (80% AMI) assumes 5% down payment for sweat equity valuation; conventional assumes 10%.

CONVENTIONAL RENTAL RATES			
	80%	100%	120%
Efficiency (1.0)	\$ 1,400	\$ 1,586	\$ 2,100
1 Bedroom (1.5)	\$ 1,600	\$ 1,813	\$ 2,400
2 Bedroom (3.0)	\$ 1,800	\$ 2,039	\$ 2,700
3 Bedroom (4.5)	\$ 2,000	\$ 2,265	\$ 3,000
4 Bedroom (6.0)	\$ 2,160	\$ 2,446	\$ 3,240

LIHTC RENTAL RATES				
	25%	45%	55%	60%
Efficiency (1.0)	\$ 437	\$ 787	\$ 962	\$ 1,050
1 Bedroom (1.5)	\$ 468	\$ 843	\$ 1,031	\$ 1,125
2 Bedroom (3.0)	\$ 562	\$ 1,012	\$ 1,237	\$ 1,350
3 Bedroom (4.5)	\$ 650	\$ 1,170	\$ 1,430	\$ 1,560
4 Bedroom (6.0)	\$ 725	\$ 1,305	\$ 1,595	\$ 1,740

MAXIMUM MACLT BEDROOM RENTAL RATE	
HUD Efficiency FMR	\$ 1,003.00
Maximum Rate	\$ 752.25

** Conventional rental rates assume 30% spent on all housing costs, including rent, utilities, and lot lease fees. LIHTC rental rates are established by HUD. MACLT's lot ground lease includes stipulations on renting out bedrooms to qualified tenants, including capping the amount a homeowner can charge per bedroom to a tenant.

TITLE: Update on the Progress of the Center Street Ballfields Redesign and Discussion Re:
Request to Change Park Name

DISPOSITION: Presentation

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

ATTACHMENT/S: Request for Renaming Park

STAFF RECOMMENDATION: N/A Presentation Only

Background

The City of Moab has published a Request for Proposals (RFP) for the redesign of the Center Street Ballfields. Staff will provide a presentation and give updates on the progress of that RFP at the Council Meeting. We will also discuss the current request for renaming the fields and the potential process for that request.

RELEVANT LAWS, STUDIES & PLANS:

This item 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.

This item also supports the recently adopted Parks Master Plan.

RESPONSIBLE DEPARTMENT(s):

Administration, Recreation

FINANCIAL IMPACT:

The current process which advertises an RFP for design and planning will have a fiscal impact on the budget for the City of Moab; however, at this point it has not been determined what the actual cost will be since the RFP process is ongoing. The City Council has budgeted funds for this project in the CIP. This project will be funded by the RAP Tax and is currently expected to cost between \$100,000 and \$150,000.

August 12, 2025

RE: Glen Richeson Ball Park

Dear City Council Members,

On behalf of the entire Richeson family we would like to propose naming the current city center ballpark after Glen Richeson. Glen is responsible for turning the old two fields with no lights into the current four field complex with lights. After Glen built the ballpark, he then ran the baseball and softball programs for many years to help benefit the youth and adults of Moab.

Glen is arguably one of the most influential residents that has ever lived in Moab. Glen moved to Moab with his wife, Pat, in 1959 to become the football coach for Grand County High. He built one of the most successful programs in school history. While coaching and teaching, Glen started commuting back and forth from Moab to Grand Junction to get certified as an EMT. Glen put his time, energy and heart into building the foundation of the Grand County Ambulance Association in Moab.

After many years of teaching and coaching, Glen decided to get his Professional Golf Certification so he could run the golf course. Glen designed the new nine holes and with help from friends they magically turned the golf course into one of the best 18-hole golf courses in the state.

Glen's dedication to Moab has touched the lives of thousands of people. Everything Glen did was to better the youth of Moab and the community in General. He never asked for anything in return.

There are many more accolades that Glen has accomplished that can be given if necessary. We would like the city council to put this proposal on their agenda to discuss having the fields named after him. Please let us know if this is possible and when it can be discussed as we would like to invite many influential residents of Moab to be a part of the discussion.

Thank you on behalf of the entire Richeson family and residents of Moab.

Mark Richeson



Proclamation



Bullying Prevention Month 2025

WHEREAS, bullying is the aggressive use of power targeting another person or group of people with repeated, unwanted words or action, hurting them emotionally or physically; and,

WHEREAS, bullying occurs in neighborhoods, playgrounds, schools, and online through technology; and,

WHEREAS, various researchers have concluded that bullying is the most common form of violence, affecting millions of American children and adolescents annually; and,

WHEREAS, thousands of Utah children and adolescents are affected by bullying annually; and,

WHEREAS, targets of bullying are at increased risk for depression, anxiety, sleep difficulties, lower academic achievement, and dropping out of school, and students who are repeatedly bullied often fear such activities as riding the bus, going to school, interacting online, and attending community activities; and,

WHEREAS, children who bully are at greater risk of engaging in more serious violent behaviors; and,

WHEREAS, children who witness bullying often feel less safe, helpless to stop it, and intimidated; and,

WHEREAS, when community members, schools, and organizations model kindness and respect, they create a culture where diversity is valued, differences are celebrated, and bullying behaviors are less likely to occur; and,

WHEREAS, empowering young people with tools to practice empathy, inclusion, and positive communication builds resilience and ensures that every child in Moab feels safe, valued, and supported.

NOW, THEREFORE BE IT RESOLVED, that Moab Mayor Joette Langianese proclaims October as Bullying Prevention Month; and **BE IT FURTHER RESOLVED**, that Moab schools, students, parents, recreation programs, religious institutions, businesses, and community organizations are encouraged to engage in a variety of awareness and prevention activities designed to make our communities safer for all children and adolescents.

ATTEST:

Sommar Johnson
City Recorder



Joette Langianese
Mayor of Moab



TITLE: Franchise Agreement Ordinance with Enbridge Gas Utah (Questar Gas Company)

DISPOSITION: Discussion and possible action

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

ATTACHMENT/S: Proposed Franchise Agreement; Ordinance 97-24 – Municipal Energy Sales and Use Tax

STAFF RECOMMENDATION: Staff recommends that the City Council approve the proposed Franchise Ordinance with Questar Gas Company d/b/a Enbridge Gas Utah.

Background

The City of Moab has been approached by Questar Gas Company, doing business as Enbridge Gas Utah, to renew and formalize a nonexclusive franchise agreement allowing the company to construct, operate, and maintain a natural gas distribution system within the City's public rights-of-way. Under Utah Code §10-8-21, municipalities may grant utilities permission to use public streets and easements for the purpose of delivering utility services. This franchise ordinance defines the terms, duration, and mutual responsibilities between the City and Enbridge Gas Utah.

The proposed ordinance represents a continuation of existing service, ensuring that residents and businesses in Moab have uninterrupted access to regulated natural gas. The document also updates and modernizes franchise terms to align with current state standards and utility practices.

Key provisions of the proposed franchise include:

1. Term and Renewal

- Initial Term: 30 years
- Renewal Options: Two additional 15-year renewal periods (up to 60 years total)
- The City may terminate at the end of any term with 90 days' written notice.

2. Nonexclusive Franchise

This franchise is nonexclusive, meaning the City retains the right to issue similar franchises to other providers if it chooses, provided such operations do not unreasonably interfere with Enbridge's facilities.

3. Payment and Consideration

- Enbridge will pay the City a one-time acceptance fee of \$50 upon adoption.
- Ongoing payments are governed by the Municipal Energy Sales and Use Tax (MET) under Utah Code §10-1-301 et seq.
 - Enbridge collects the MET (currently 3% of gross natural gas sales, see attached Ordinance 97-24) from customers and remits those funds to the City.
 - This serves in place of a franchise fee.

- If the MET is repealed, invalidated, or reduced, Enbridge must instead pay a franchise fee equal to the former MET rate, ensuring no revenue loss to the City.

4. Regulatory Authority

The City retains full regulatory oversight.. Enbridge must comply with all applicable City ordinances, right-of-way requirements, and permitting processes.

5. Construction and Maintenance

Enbridge is responsible for obtaining City permits (except in emergencies) before any excavation or installation work, restoring disturbed streets or public property to pre-existing conditions with City approval, minimizing traffic impacts, and maintaining aesthetic standards.

6. Indemnification and Insurance

Enbridge will indemnify and hold the City harmless against claims or damages resulting from its operations, except where caused by the City's own negligence or willful acts. The company must maintain adequate insurance or self-insurance.

Legal Review

The City Attorney has reviewed and approved the proposed ordinance as to form and compliance with applicable law. The agreement follows the standard franchise framework used by Utah municipalities and by the Utah Public Service Commission. The Franchisee has also reviewed the ordinance and has agreed to all of its provisions.

Proposed Motion:

"I move that the Moab City Council adopt the Franchise Ordinance granting Questar Gas Company a nonexclusive franchise to construct, maintain, and operate a natural gas distribution system within the City of Moab."

RELEVANT LAWS, STUDIES & PLANS:

The Franchise Ordinance is aligned with the City's **Strategic Planning Document:**

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.

The Franchise Ordinance ensures reliable natural gas service for Moab residents while requiring the Franchisee to maintain clear communication, high-quality construction, and timely repairs within City rights-of-way.

RESPONSIBLE DEPARTMENT(S):

Administration, Public Works

FINANCIAL IMPACT:

The City currently receives revenue through the Municipal Energy Sales and Use Tax (MET) collected on natural gas consumption within city limits. **This revenue represents 3% of gross local gas sales, generating an estimated \$25,000-\$50,000 annually for the City.** No direct annual payment or franchise fee is due to the City beyond MET collections unless the tax is repealed, in which case Enbridge would pay an equivalent franchise fee.

CITY OF MOAB

FRANCHISE ORDINANCE

QUESTAR GAS COMPANY

ORDINANCE NO. _____

DATE _____

AN ORDINANCE GRANTING TO QUESTAR GAS COMPANY d/b/a ENBRIDGE GAS UTAH A NONEXCLUSIVE FRANCHISE FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A NATURAL GAS DISTRIBUTION SYSTEM WITHIN THE CITY OF MOAB, STATE OF UTAH.

WITNESSETH

WHEREAS, Questar Gas Company d/b/a Enbridge Gas Utah, a Utah corporation, (“**Company**” or “**Enbridge Gas**”), is a regulated public utility that provides natural gas distribution service; and

WHEREAS, Enbridge Gas desires to construct, maintain, and operate a natural gas distribution system within the City of Moab (the “**City**” or “**Moab**”); and

WHEREAS, providing a natural gas distribution system requires the installation, operation, and maintenance of pipelines and other gas transmission appurtenances to be located within or near the public rights-of-way; and

WHEREAS, Moab, acting pursuant to Utah Code Ann. § 10-8-21, has the authority to regulate natural gas distribution system facilities within its public rights-of-way and to grant to Enbridge Gas a general utility easement for the use thereof; and

WHEREAS, the Moab City Council has determined that it is in the best interest of the City’s citizens to grant a nonexclusive franchise to Enbridge Gas to use the roads and streets within the City for such purpose; and

WHEREAS, Moab desires to set forth the terms and conditions by which Enbridge Gas shall use its public rights-of-way.

NOW, THEREFORE, the Moab City Council ordains as follows (“**Ordinance**”):

FRANCHISE

SECTION 1. Grant of Franchise and General Utility Easement.

Moab grants to Company a nonexclusive franchise (“**Franchise**”) to construct, maintain, and operate in the present and future roads, streets, alleys, highways, and other public rights-of-way within City limits, including any property annexed or otherwise acquired by Moab after the effective date of this Franchise, (collectively “**Streets**”) a distribution system for furnishing natural gas to the City and its inhabitants for heating and other purposes. Company will have the right, privilege, and authority to erect, construct, equip, maintain, upgrade, and relocate along, over, and under the Streets a system of mains, pipes, laterals, gas regulation stations, valves, valve boxes, and cathodic protection facilities, and related equipment (collectively “**Gas Facilities**”) as are reasonably necessary for supplying natural gas service in accordance with this Franchise.

SECTION 2. Nonexclusive Franchise.

Company’s right to use and occupy the Streets will be nonexclusive. Moab reserves the right to use the Streets for itself or any other entity that provides service to residences and business located within the City; provided, however, that such use will not unreasonably interfere with Company’s Gas Facilities or Company’s rights as granted within this Franchise.

SECTION 3. Term.

This Franchise is granted for an initial term of thirty (30) years. At the expiration of the initial term, the Franchise will continue in effect upon the same terms and conditions for up to two additional terms (each of which is a renewal period) of fifteen (15) years each. Moab may terminate the Franchise at the end of the initial term, or at the end of any renewal period, by giving Company written notice of the City’s intent to so terminate not less than ninety (90) calendar days before the expiration of the initial term or any renewal period

SECTION 4. Consideration.

In consideration of this Franchise, Company will pay to Moab the sum of \$50.00 upon acceptance of this Franchise and will provide natural gas service in accordance with the terms and conditions of this Franchise.

SECTION 5. Acceptance by Company.

5.1 Unconditional, Written Acceptance of Franchise.

Within sixty (60) days after the passage of this Ordinance, Company will file with the City Clerk/Recorder an unconditional written acceptance thereof, declaring its acceptance of the Franchise and its intention to be bound by the Franchise’s terms and conditions. Company will use the “Acceptance of Franchise” form provided herein for accepting the Franchise.

5.2 Failure to Accept within 60-Day Acceptance Period.

If Company fails to accept the Franchise within the prescribed 60-day acceptance period, this Ordinance and Franchise will be considered null and void.

SECTION 6. City Regulatory Authority.

In addition to the provisions contained in this Franchise, Moab reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety, and welfare of its citizens and their properties, or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the laws of Utah, Moab Municipal Ordinance, or other applicable law or regulation. Company reserves all lawful right to oppose or challenge any such ordinance or regulation as provided by law.

SECTION 7. Plan, Design, Construction, and Installation of Gas Facilities.

7.1 Compliance with City Ordinances.

Company will comply with all City ordinances, regulations, and requirements and will pay all applicable excavation fees and charges that are or may be prescribed by Moab, with respect to the construction, maintenance, and operation of all Gas Facilities.

7.1.1 Conflict.

However, these obligations will apply only so long as such ordinances, regulations, requirements, or fees are not preempted by or otherwise in conflict with any applicable statutory or constitutional law, rule, or regulation, or the tariffs approved by regulatory bodies having jurisdiction over Company, including this Franchise and any lawful revisions made and accepted by Company during the term of the Franchise.

7.2 Conformity with Gas Distribution Construction Practices.

All Gas Facilities will be constructed in accordance with established gas distribution construction practices and in such fashion as to protect the Gas Facilities from all traffic loads.

7.3 Visual Appearance of Installed Gas Facilities.

Without unreasonable additional cost to Company, all Gas Facilities that are installed during the term of the Franchise will be sited to be visually unobtrusive and to preserve the natural beauty and neighborhood aesthetics within City limits.

7.4 Right to Inspect.

Moab will have the right to inspect the construction, maintenance, and operation of all Gas Facilities to ensure proper compliance with applicable City ordinances, regulations, and requirements.

7.5 Failure to Comply.

If Company should fail to comply with the terms of any City ordinance, regulation, or requirement, Moab will give Company written notice of such non-compliance and the time for correction provided by ordinance or a reasonable time for correction if there is no time frame provided by the applicable ordinance, regulation, or requirement.

7.5.1 Self-Correction.

Excluding any correction, modification, or change to the Gas Facilities, and after written notice and failure of Company to make correction, Moab may, at its sole risk, make such correction itself and charge the cost to Company including any minimum cost provided by ordinance.

7.5.2 Changes or Corrections to Gas Facilities.

Moab will not make, nor request or allow any party other than Company, to make changes or corrections of any kind to Company's Gas Facilities.

7.6 Construction Permit Requirement.

Except in the case of an emergency, Company will, prior to commencing new construction or major reconstruction work on Gas Facilities in the Streets, apply for any permit from Moab as may be required by City ordinances, which permit will not be unreasonably withheld, conditioned, or delayed.

7.6.1 Permit Exception: Emergency Repairs.

Notwithstanding the foregoing permit requirement, Company will not be obligated to obtain a permit to perform emergency repairs on its Gas Facilities. For the purpose of this Franchise an emergency will mean a situation requiring immediate attention and remedial action to prevent or abate injuries, loss of life, property, or catastrophic interference with normal activities and operations.

7.7 Minimum Interference.

All Gas Facilities will be located, constructed, and installed in such manner as to render the least amount of possible interference with vehicular traffic and public use of the Streets and to cause minimal interference with the rights and reasonable convenience of property owners who adjoin any of the Streets.

7.8 Damage or Alteration to the Streets or Public Property.

If Company damages or alters the Streets or public property in any manner while performing any work on its Gas Facilities, Company will **(at its own cost and expense and in a manner reasonably approved by the City)** replace and restore it in as good a condition as existed before the work commenced.

7.8.1 Pre-Approval Requirement.

Any repairs or restoration made to the Streets and public property must be pre-approved in writing by the City. Upon approval from Moab, all such repairs must be undertaken and completed in such manner as to minimize any undue inconvenience to the City's inhabitants or the public at large.

7.9 Newly Constructed Gas Distribution Lines.

In addition to the installation of underground gas distribution lines as provided by applicable state law and regulations, Company will, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed gas distribution

lines underground as may be required by City ordinance.

7.10 Right to Excavate.

Company will have the right to excavate the Streets subject to reasonable conditions and requirements of the City. Before installing new underground pipelines and appurtenances, or replacing existing pipelines and appurtenances, Company will first notify Moab of such work by written notice and will permit the City, **at its own expense** (comprised of a pro rata share of the trenching costs), to share the trench of Company to lay its own pipeline therein, provided that such action by the City will not unreasonably interfere with Company's Gas Facilities or delay project completion.

7.10.1 Monument Preservation Permit Requirement.

Pursuant to Utah Code Ann. § 17-23-14, if Company finds it necessary to disturb a survey monument for any non-emergency reason, Company will notify the County Surveyor and obtain a Monument Preservation Permit at least five business days prior to the disturbing, damaging, moving, removing, covering, resurfacing, roto-milling, or destroying of any existing public survey monument(s).

7.10.2 Emergency Exception.

Should any monument be disturbed absent such a permit due to an emergency circumstance that poses a threat to public health or safety, such as outage restoration or similar unplanned activities, a Monument Preservation Permit must be obtained after the fact.

7.10.3 Construction of New or Replacement Survey Monuments.

New survey monuments, or replacement survey monuments, will be constructed in accordance with the Monument Preservation Permit issued by the Salt Lake County Surveyor's office. Non-compliance with this requirement is subject to penalties under Utah Code Ann. § 17-23-15 and 76-8-415.

7.10.4 Pipelines, Manholes, and Appurtenances.

Pipelines, manholes, and appurtenances will be designed, located, or adjusted during construction to prevent interference or conflict with the permanent location of existing Survey Monuments.

7.11 Written Notice Requirement.

Before commencing any street improvements or other work within the Streets that may affect Company's Gas Facilities, Moab will give reasonable,

written notice to Company.

SECTION 8. Relocation of Gas Facilities.

8.1 Right to Require Relocation of Gas Facilities.

Upon reasonable, written notice, Moab may require Company to remove, relocate, and reinstall (collectively “**Relocation**”) its Gas Facilities located in, on, along, over, across, through, or under any of the Streets. After receipt of such written notice, Company will diligently begin such Relocation of its Facilities as may be reasonably necessary to meet Moab’ requirements.

8.2 Payment of Relocation Costs.

The Relocation of Gas Facilities by Company **will be at no cost to Moab** if: (i) the Gas Facilities have been installed pursuant to this or any other Company franchise and not pursuant to a property or other similar right, including, but not limited to, a right-of-way, grant, permit, or license from a state, federal, municipal, or private entity; and (ii) the City provides a new location for the Gas Facilities pursuant to paragraph 8.3 below.

8.2.1 Payment of Relocation Costs Exceptions.

8.2.1(a): Company will not be responsible for any costs associated with an authorized Moab project that are not attributable to Company’s Gas Facilities in the Streets. All such costs will be allocated among all utilities or other persons whose facilities or property are subject to Relocation due to an authorized City project.

8.2.1(b): Company will not be obligated to pay the cost of any Relocation that is required or made a condition of a private development. If the Relocation of Gas Facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Company may charge the expense of Relocation to the developer or customer. For example, Company will not be required to pay Relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

8.3 Commencement of Relocation Work.

Within a reasonable time after receiving written notice from Moab, Company will promptly commence the requested Relocation of its Gas Facilities. Before relocating the Gas Facilities, Moab will, with the assistance and consent of Company, identify a reasonable alignment for the relocated Gas Facilities within the Streets.

8.4 No Additional Payment.

Following the Relocation of any Gas Facilities, Company may maintain and operate such Gas Facilities in the new location within City limits without additional payment.

8.5 Reimbursement of Relocation Costs.

If a City Relocation project is funded by federal or state monies that include an amount allocated to defray the cost of relocating Gas Facilities, then Moab will compensate Company up to the extent of such amount for any Relocation costs mandated by the project to the extent that the City actually receives or is otherwise authorized to direct or approve payment of such federal or state funds; however, Moab will ensure that receipt of compensation from federal or state sources will not restrict or otherwise obligate Company's ownership of the Gas Facilities in any way.

SECTION 9. Subdivision Plat Notification. Before Moab approves any new subdivision and before recordation of a plat that impacts or could impact the Gas Facilities, the City will obtain Company's approval of Gas Facilities, including underground facilities to be installed by the developer, and associated rights-of-way depicted on the plat. A copy of the plat will be mailed for approval to Company:

Enbridge Gas Utah
Attn: Planning
333 South State Street
Salt Lake City, Utah 84111

SECTION 10. Annexation.

10.1 Extension of City Limits.

Upon the annexation of any territory to the City, the rights granted under this Franchise will extend to the annexed territory to the extent the City has such authority. All Gas Facilities owned, maintained, or operated by Company pursuant to a franchise agreement and located within any public rights-of-way of the annexed territory will thereafter be subject to all the terms and conditions of this Franchise.

10.2 Notice of Annexation.

When any territory is approved for annexation to the City, Moab will, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Company: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice will be mailed to:

Enbridge Gas Utah
Attn: Annexations
333 South State Street
Salt Lake City, Utah 84111

With copies to:

Enbridge Gas Utah
Attn: Office of the General Counsel
333 South State Street

Salt Lake City, Utah 84111

City of Moab
Attn: Michael Black
217 East Center Street
Moab, Utah 84532

SECTION 11. Assignment. Company may assign or transfer its rights and obligations under the Franchise, without the City's consent, to any parent, affiliate, or subsidiary of Company, to any entity having fifty percent (50%) or more direct or indirect common ownership with Company, or to any successor-in-interest or transferee of Company having all necessary approvals, including those from the Utah Public Service Commission or its successor, to provide utility service within Moab's municipal limits. Additionally, Company may assign, mortgage, pledge, hypothecate, or otherwise transfer its interest in this Franchise, without the City's consent, to any financing entity, or agent on behalf of any financing entity to whom Company: (1) has obligations for borrowed money or in respect of guaranties thereof; (ii) has obligations evidenced by bonds, debentures, notes, or similar instruments; or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Under all other circumstances, excluding the operation of law, Company will not transfer, assign, or delegate any of its rights or obligations under the Franchise to another entity without the City's prior written approval, which approval will not be unreasonably withheld, conditioned, or delayed. Inclusion of the Franchise as an asset of Company subject to the liens and mortgages of Company will not constitute a transfer or assignment requiring the City's prior written consent.

SECTION 12. Information Exchange. Upon request by either Moab or Company, as reasonably necessary, Company and the City will meet for the purpose of exchanging information and documents regarding construction and other similar work within City limits, with a view towards coordinating their respective activities in those areas where such coordination may prove mutually beneficial. Any information received by Moab from Company that contains or relates to Company's confidential or proprietary information, including but not limited to information regarding future capital improvements that may involve land acquisition, will be treated with confidentiality upon request to the extent that the City may lawfully do so.

SECTION 13. Terms of Service. Company will furnish natural gas service without preference or discrimination among customers of the same service class at reasonable rates in accordance with all applicable tariffs approved by and on file with regulatory bodies having jurisdiction over Company, including revisions to such tariffs made during the term of the Franchise, and in conformity with all applicable constitutional and statutory requirements. Company may make and enforce reasonable rules and regulations in the conduct of its business, may require its customers to execute a gas service agreement as a condition to receiving service, and will have the right to contract with its customers regarding the installation and operation of its Gas Facilities. To secure safe and reliable service to the customers, and in the public interest, Company will have the right to prescribe the sizes and kinds of pipes and related Gas Facilities to be used and will have the right to refuse service to any customer who refuses to comply with Company's rules and regulations.

SECTION 14. Taxes and Fees. Company acknowledges that Moab has levied a Municipal Energy Sales and Use Tax (“MET”) on the sale or use of the delivered value of taxable energy within the City, pursuant to the Municipal Energy Sales and Use Tax Act (Utah Code § 10-1-301 *et seq.*) (the “Act”). To the extent consistent with the Act and City Ordinances, Company shall collect the MET in the amount levied, as it may be adjusted during the term of this Franchise and pay said tax directly to the City.

Nothing in this Franchise shall affect the City’s right, under the Act, or any other applicable law then in effect, at any time hereafter to prospectively impose upon, charge, collect a municipal energy sales and use tax on the sale or use of taxable energy supplied by or through Company within the City, or to impose, charge, or collect any lawful fee, tax, license fee, license tax, franchise fee, or similar charge, or any combination or any of the foregoing provided the City is or becomes legally authorized to do so. If the Act is repealed, invalidated, or the maximum allowable rate of the MET is reduced, and if said act is not superseded by a law imposing a substantially equivalent tax, then Company shall pay to the City a franchise fee in an amount equal to the MET rate imposed at the time of the repeal, invalidation, or reduction in the maximum allowable MET rate, effective on or after the day of the repeal, invalidation, or reduction.

SECTION 15. Indemnification. Moab will in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation, or maintenance by Company of its Gas Facilities. Company will indemnify, defend, and hold Moab, its agents, officers and employees, harmless from and against any and all third-party claims, demands, liens, liabilities, damages, actions, and proceedings arising from the exercise by Company of its rights under this Franchise, including its operations within City limits, and Company will pay the reasonable, documented cost of defense plus the City’s reasonable attorney fees. Moab will: (a) give prompt written notice to Company of any claim, demand, or lien with respect to which the City seeks indemnification under this Franchise; and (b) permit Company to assume the defense of such claim, demand, or lien. If such defense is not assumed by Company, Company will not be subject to liability for any settlement made without its consent. Notwithstanding any provision to the contrary, Company will not be obligated to indemnify, defend, or hold Moab harmless to the extent that any underlying claim, demand, lien, liability, damage, action, and proceeding arises out of, or in connection with, any negligent or willful act or omission of the City or any of its agents, officers, or employees.

SECTION 16. Insurance. Company will responsibly self-insure or maintain insurance to cover its obligations and liabilities as set forth in Section 16 of this Franchise, in lieu of any insurance as may be required in any City ordinances.

SECTION 17. Waiver of Surety Bond Requirement. If any City ordinance requires Company to post a surety bond, that section of the ordinance is expressly waived.

SECTION 18. Notices. Unless otherwise specified herein, all notices from Company to Moab pursuant to or concerning this Franchise will be delivered to the following addresses, which the Parties may update from time to time in writing:

City of Moab
Attn: Michael Black
217 East Center Street
Moab, Utah 84532

Unless otherwise specified herein, all notices from Moab to Company pursuant to or concerning this Franchise will be delivered to:

Enbridge Gas Utah
Attn: Director-Construction, Design and Capital Project Management
333 South State Street
Salt Lake City, Utah 84111

If Moab or Company desires to use a different mailing address under this Section 18 of the Franchise, the party requesting such change must provide written notice to the other party.

SECTION 19. Amendment. At any time during the term of this Franchise, Moab or Company may propose amendments to this Franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise will be effective until mutually agreed upon by Moab and Company and formally adopted as an ordinance amendment, which will be accepted in writing by Company.

SECTION 20. Automatic Termination. Upon expiration of the second renewal period under Section 3 above, the Franchise will automatically terminate.

SECTION 21. No Waiver. Neither Moab nor Company will be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents.

SECTION 22. Severability and Effect of Invalidity. If any section, sentence, paragraph, term, or provision of this Franchise is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof, or unconstitutional, illegal, or invalid by any court of common jurisdiction, such portion will be deemed a separate, distinct, and independent provision and such determination will have no effect on the validity of any other section, sentence, paragraph, term, or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 23. Effective Date. This Ordinance and Franchise will become effective upon the date of acceptance by Company as established above in Section 5.

[execution on following page]

APPROVAL AND ADOPTION OF ORDINANCE NO. _____

APPROVED and ADOPTED this _____ day of _____, 2025.

MOAB CITY COUNCIL

By: _____
Mayor

ATTEST

APPROVED AS TO FORM:

Recorder

Nathan Bracken, Moab City Attorney

VOTING

Council Member _____
Council Member _____
Council Member _____
Council Member _____
Council Member _____

(Complete as Applicable)
Summary of ordinance published in newspaper: _____
Date of publication: _____
Effective date of ordinance: _____

**SUMMARY OF
CITY OF MOAB ORDINANCE NO. _____**

City of Moab Ordinance No. _____ grants a nonexclusive franchise (“**Franchise**”) to Questar Gas Company d/b/a Enbridge Gas Utah to operate and maintain a gas distribution system in City of Moab; setting forth terms and conditions accompanying the grant of the Franchise; providing for City of Moab regulation and administration of the gas distribution system; and prescribing penalties for violation of the Franchise’s provisions.

A copy of Ordinance No. _____ is available in the office of the City of Moab, located at:

City of Moab
Attn: City Recorder
217 East Center Street
Moab, Utah 84532

MOAB CITY COUNCIL

By _____
Mayor

ATTEST (SEAL)

By _____
Clerk/Recorder

VOTING

Council Member _____
Council Member _____
Council Member _____
Council Member _____
Council Member _____

ACCEPTANCE OF FRANCHISE

This is to certify that Questar Gas Company d/b/a Enbridge Gas Utah (“**Franchisee**”) accepts the nonexclusive franchise (“**Franchise**”) to construct, maintain, and operate a gas distribution system in, under, above, and across the present and future public rights-of-way in the City of Moab, State of Utah, as evidenced by Ordinance No. _____ and adopted by the City of Moab Council on _____, 2025. Franchisee accepts the Franchise as approved and agrees that it will be bound by and observe and carry out the terms and conditions of the Franchise.

Franchisee designates the following representative to receive and respond to issues in connection with the Franchise, and such other office as Franchisee may designate by written notice to the City of Moab:

Enbridge Gas Utah
Attn: Franchise Manager
333 South State Street
Salt Lake City, Utah 84111

With copy (except for invoices) to:

Enbridge Gas Utah Legal Department
Attn: Network Legal Team
333 South State Street
Salt Lake City, Utah 84111

Dated this ____ day of _____, 2025.

QUESTAR GAS COMPANY d/b/a ENBRIDGE GAS UTAH

By its _____

MOAB CITY CORPORATION
Ordinance No. 97-24

MUNICIPAL ENERGY SALES AND USE TAX

An ordinance enacting a 3% tax on the value of energy delivered within Moab City.

WHEREAS, it is the intention of Moab City Corporation to adopt the Municipal Energy Sales and Use Tax Act pursuant to, and in conformance with, Utah Code Ann. § 10-1-301, et seq., as amended; and

WHEREAS, the act authorizes a municipality to levy a tax on the sale or use of energy in an amount not to exceed six (6) percent of the delivered value of energy.

NOW, THEREFORE, Moab City, upon action of the governing body, enacts as follows:

1. This ordinance shall take effect on January 1, 1998.
2. The following new code sections are adopted:

3.17.010 Definitions.

1. "Consumer" means a person who acquires taxable energy for any use that is subject to the Municipal Energy Sales and Use Tax.

2. "Contractual franchise fee" means:

a. A fee:

i. provided for in a franchise agreement; and
ii. that is consideration for the franchise agreement; or

b. i. a fee similar to subsection (2)(a); or
ii. any combination of subsections (2)(a) or (2)(b).

3. a. "Delivered value" means the fair market value of the taxable energy delivered for sale or use in the municipality and includes:

i. the value of the energy itself; and

ii. any transportation, freight, customer demand charges, services charges or other costs typically incurred in providing taxable energy in usable form to each class of customer in the municipality.

b. "Delivered value" does not include the amount of a tax paid under Part 1 or Part 2 of Chapter 12, Title 59 of the Utah Code Annotated, as amended.

4. "Energy supplier" means a person supplying taxable energy, except for persons supplying a *de minimis* amount of taxable energy, if such persons are excluded by rule promulgated by the Utah State Tax Commission.

5. "Franchise agreement" means a franchise or an ordinance, contract or agreement granting a franchise.

6. "Franchise tax" means:

- a. A franchise tax;
- b. A tax similar to a franchise tax; or
- c. Any combination of subsections (a) or (b).

7. "Person" includes any individual, firm, partnership, joint venture, association, corporation, estate, trust, business trust, receiver, syndicate, this state, any county, city, municipality, district or other local governmental entity of the state or any group or combination acting as a unit.

8. "Sale" means any transfer of title, exchange or barter, conditional or otherwise, in any manner, of taxable energy for a consideration. It includes:

- a. Installment and credit sales;
- b. Any closed transaction constituting a sale; and
- c. Any transaction under which right to acquire, use or consume taxable energy is granted under a lease or contract and the transfer would be taxable if an outright sale were made.

9. "Storage" means any keeping or retention of taxable energy in this city for any purpose except sale in the regular course of business.

10. a. "Use" means the exercise of any right or power over taxable energy incident to the ownership or the leasing of the taxable energy.

b. "Use" does not include the sale, display, demonstration or trial of the taxable energy in the regular course of business and held for resale.

11. "Taxable energy" means gas and electricity.

3.17.020 Municipal Energy Sales and Use Tax.

There is hereby levied, subject to the provisions of this ordinance, a tax on every sale or use of taxable energy made within the City of Moab equaling three (3) percent of the delivered value of the taxable energy to the consumer. This tax shall be known as the Municipal Energy Sales and Use Tax.

1. The tax shall be calculated on the delivered value of the taxable energy to the consumer.

2. The tax shall be in addition to any sales or use tax on taxable energy imposed by the City of Moab authorized by Title 59, Chapter 12, Part 2, of the Utah Code Annotated, as amended, The Local Sales and Use Tax Act.

3.17.030 Exemptions.

1. No exemptions are granted from the Municipal Energy Sales and Use Tax except as expressly provided in Utah Code Ann. § 10-1-305(2)(b), as amended; notwithstanding an exemption granted by Utah Code Ann. § 59-1-104, as amended.

2. The following are exempt from the Municipal Energy Sales and Use Tax pursuant to Utah Code Ann. § 10-1-305(2)(b), as amended:

a. Sales and use of aviation fuel, motor fuel and special fuels subject to taxation under Title 59, Chapter 13, of the Utah Code Annotated, as amended;

b. Sales and use of taxable energy that is exempt from taxation under federal law, the United States Constitution or the Utah constitution;

c. Sales and use of taxable energy purchased or stored for resale;

d. Sales or use of taxable energy to a person, if the primary use of the taxable energy is for use in compounding or producing taxable energy or a fuel subject to taxation under Title 59, Chapter 13, of the Utah Code Annotated, as amended;

e. Taxable energy brought into the state by a nonresident for the nonresident's own personal use or enjoyment while within the state, except taxable energy purchased for use

in the state by a nonresident living or working in the state at the time of purchase;

f. The sale or use of taxable energy for any purpose other than as a fuel or energy; and

g. The sale of taxable energy for use outside the boundaries of the City of Moab.

3. The sale, storage, use or other consumption of taxable energy is exempt from the Municipal Energy Sales and Use Tax levied by the City of Moab, provided:

a. The delivered value of the taxable energy has been subject to a municipal energy sales or use tax levied by another municipality within the state authorized by Title 59, Chapter 12, Part 3, of the Utah Code Annotated, as amended; and

b. The City of Moab is paid the difference between the tax paid to the other municipality and the tax that would otherwise be due under this ordinance if the tax due under this ordinance exceeds the tax paid to the other municipality.

3.17.040 No Effect Upon Existing Franchises--Credit for Franchise Fees.

1. This ordinance shall not alter any existing franchise agreements between the City of Moab and energy suppliers.

2. There is a credit against the tax due from any consumer in the amount of a contractual franchise fee paid if:

a. The energy supplier pays the contractual franchise fee to the City of Moab pursuant to a franchise agreement in effect on July 1, 1997;

b. The contractual franchise fee is passed through by the energy supplier to a consumer as a separately itemized charge; and

c. The energy supplier has accepted the franchise.

3.17.050 Tax Collection Contract With State Tax Commission.

1. On or before the effective date of this resolution, the City of Moab shall contract with the Utah State Tax Commission to perform all functions incident to the administration and collection of the Municipal Energy Sales and Use Tax in accordance with this ordinance. The Mayor, with the approval of the city council, is hereby authorized to enter into agreements with the Utah State Tax Commission that may be necessary to the

continued administration and operation of the Municipal Energy Sales and Use Tax enacted by this ordinance.

2. An energy supplier shall pay the Municipal Energy Sales and Use Tax revenues collected from consumers directly to the City of Moab monthly if:

a. The City of Moab is the energy supplier; or

b. i. the energy supplier estimates that the municipal energy sales and use tax collected annually from its Utah consumers equals One Million Dollars (\$1,000,000.00) or more; and

ii. the energy supplier collects the Municipal Energy Sales and Use Tax.

3. Any energy supplier paying the Municipal Energy Sales and Use Tax directly to the City of Moab may deduct any contractual franchise fees collected by the energy supplier qualifying as a credit and remit the net tax less any amount the energy supplier retains as authorized by Utah Code Annotated § 10-1-307(4), as amended.

3.17.060 Incorporation of Part 1, Chapter 12, Title 59, Utah Code Annotated, including Amendments.

1. Except as herein provided and except insofar as they are inconsistent with the provisions of Title 10, Chapter 1, Part 3, Municipal Energy Sales and Use Tax Act, as well as this ordinance, all of the provisions of Part 1, Chapter 12, Title 59, of the Utah Code Annotated, as amended, in force and effect on the effective date of this resolution, insofar as they relate to sales and use taxes, excepting §§ 59-12-101 and 59-12-119, as amended, thereof, and excepting the amount of the sales and use taxes levied therein, are hereby adopted and made a part of this resolution as if fully set forth herein.

2. Wherever, and to the extent that in Part 1, Chapter 12, Title 59, Utah Code Annotated, as amended, the State of Utah is named or referred to as the "taxing agency," the name of "Moab City Corporation" shall be substituted insofar as is necessary for the purposes of that part, as well as Part 3, Chapter 1, Title 10, Utah Code Annotated, as amended. Nothing in this subsection (2) shall be deemed to require substitution of the name "Moab City Corporation" for the word "State" when that word is used as part of the title of the Utah State Tax Commission or of the Constitution of Utah or shall the name "Moab City Corporation" be substituted for that of the state in any section when the result of such a substitution would require action to be taken by or against the City of Moab or any agency thereof rather than by or against the Utah State Tax Commission in performing

the functions incident to the administration or operation of this ordinance.

3. Any amendments made to Part 1, Chapter 12, Title 59, Utah Code Annotated, as amended, which would be applicable to the City of Moab for the purposes of carrying out this resolution are hereby incorporated herein by reference and shall be effective upon the date that they are effective as a Utah statute.

3.17.070 No Additional License to Collect the Municipal Energy Sales and Use Tax Required--No Additional License or Reporting Requirements.

No additional license to collect or report the Municipal Energy Sales and Use Tax levied by this resolution is required, provided the energy supplier collecting the tax has a license issued under Utah Code Annotated § 59-12-106, as amended.

3.17.080 Effective Date.

This Chapter is effective June 30, 1997. The Municipal Energy Sales and Use Tax shall be levied beginning 12:01 o'clock A.M. on January 1, 1998.

Passed and adopted by action of the governing body of Moab city in open session this 25 day of NOVEMBER, 1997.

Jeanne M. Veteto
Mayor Thomas A. Stooks
PRO-TEM
JEANNE M. VETETO

Attest:

Sandra E. Beauregard, CMC/BAE
Sandra Beauregard,
~~Acting City~~ Recorder
Deputy

**MOAB CITY COUNCIL MINUTES--DRAFT
REGULAR MEETING
September 23, 2025**

Regular Meeting Attendance and Call to Order:

Moab City Council held its Regular Meeting on the above date in Council Chambers. Archived audio is at www.utah.gov/pmn and video is at www.youtube.com/watch?v=CasMKlrjMKg. Mayor Joette Langianese called the meeting to order at 6:01 p.m. Miles Loftin led the Pledge of Allegiance. Councilmembers Kaitlin Myers, Jason Taylor, Colin Topper, Luke Wojciechowski and Tawny Knuteson-Boyd attended. Also in attendance were City Manager Michael Black, Recorder Sommar Johnson, Strategic Initiatives and Sustainability Director Alexi Lamm, Community Development Director Cory Shurtleff, Associate Planner Johanna Blanco, Public Works Director Levi Jones, Utility Services Director Obe Tejada, Engineer Mark Jolissaint, Assistant Planner Didar Charles, Police Administrative Sergeant Scott Finlayson, Sustainability and Grant Coordinator Savannah ThomasArrigo, Attorney Nathan Bracken and three members of the public.

Public Comments: None.

Presentations:

Strategic Planning Update: Strategic Initiatives and Sustainability Director Lamm provided a quarterly update on the Council's strategic plan. She outlined the top five priorities, including improvements to the Main Street corridor, Walnut Lane, active transportation, funding and implementing the City's plans, and natural hazard mitigation. Lamm detailed initiatives and activities addressing the priorities including timelines and accomplishments. Discussion with Council included public feedback regarding the bulb out pilot project on Main Street, Walnut Lane loan payoff and hazard abatement, affordable housing progress, sidewalk improvements, Moab Area Transit funding, wayfinding signage, and progress on projects such as the ballpark redesign and 300 South bridge planning. Wildfire prevention planning and detention basin maintenance were also discussed.

Capital Improvements Plan (CIP) Projects Update: City Manager Black detailed the status of CIP projects. He described funding sources including property tax revenues, grants, and enterprise funds. He reminded Council that property tax revenues are only used for capital projects. He outlined ongoing projects including roadway improvements, sidewalk restorations, flood damage repairs, crosswalks, the pedestrian footbridge, property acquisition for trails, and golf course improvements. Black specified work to be done including improvements to municipal facilities, parks and the recreation center, and water, sewer and stormwater infrastructure.

Consent Agenda—Approved

Councilmember Taylor moved to approve the consent agenda, as follows: Indigenous Peoples' Day 2025 Proclamation, Fraud Risk Assessment FY25, minutes for the August 26, 2025, Regular Meeting and bills against the City of Moab in the amount of \$3,726,733.83. Councilmember Topper seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knuteson-Boyd, Topper, Myers and Wojciechowski voting aye.

General Business:

Sidewalk Construction Project Contract—Approved

Presentation and Discussion: Engineer Jolissaint addressed concerns about the gap between the staff estimate for the project and the lowest bid. He also brought up contingencies such as tree root barriers. City Manager Black stated the scope of the project included several small sections of sidewalk repair, which drove up the cost of mobilization. Councilmember Topper expressed concern about the excessive cost compared to what was budgeted, although he said he was grateful in-house staff prepared the estimate. He stated he could not vote yes for the whole project but would be in favor of awarding a contract for the highest priority areas. He also suggested hiring dedicated staff to complete the work.

Councilmember Taylor stated he had worked in the concrete business in the past and agreed that the small section costs and mobilization surcharges drove up the cost. He reminded Council that the last time the City put the sidewalk project out to bid, there were no bidders, likely due to the small section costs. Councilmember Wojciechowski expressed relief that the low bidder is a local company. He said it was likely the lowest bid the City could hope for. He acknowledged the sidewalk repairs are a safety issue for residents. Councilmember Myers concurred with Councilmember Topper, stating her interest in reducing the scope of the project to reflect the budgeted amount. Councilmember Knuteson-Boyd stated that reducing the scope would just defer the work that is required. She said the City cannot do better for the cost. She said it was not a good feeling to go over budget, but the risk of not getting any more bids was compelling. She said sidewalks will always need work. Councilmember Topper suggested addressing immediate needs first, then working with the public works staff. Councilmember Taylor reminded Council the sidewalk repairs have been on the agenda for two or three years, and funds had been rolled over from a prior year. He said it does not make sense to take it out on residents. City Manager Black stated he could try to negotiate the scope but risked a need to put the project back out to bid. Councilmember Wojciechowski suggested applying \$300,000 of property tax funds and finding the rest in other parts of the budget. He also said that increasing staff capacity could be more than the cost difference considering salary and benefits over time.

Motion and Discussion: Councilmember Taylor moved to approve a contract award to T.W.S. Construction in the amount of \$484,735.00 for the 2025 Sidewalk Construction Project. Councilmember Wojciechowski seconded the motion. Councilmember Wojciechowski brought up an attempt to negotiate and suggested amending the motion to direct staff to negotiate. He added that failing to complete the project would save money for today, but not for the future. Mayor Langianese added the scope had changed to encompass a year-long completion timeline. Wojciechowski added that, due to inflation, the City had the most spending power presently. Councilmember Myers stated she could not support the motion. She said the proposed work was important but not urgent. She brought up other unforeseen issues such as the solar replacement that also went over budget. Councilmember Topper said the sidewalks are an ongoing problem and advocated for doing the work in-house.

Vote: The motion passed 3-2 with Councilmembers Taylor, Knuteson-Boyd and Wojciechowski voting aye and Councilmembers Topper and Myers voting nay.

Annexation Petition for Property Located at 1410 South Highway 191—Accepted

Presentation and Discussion: Associate Planner Blanco presented the petition for annexation into the City of Moab for property located at 1410 South Highway 191, Moab, UT 84532. She said the apartment complex is within the annexation boundary and includes 50 percent active employment housing. Applicant Ellen Weinstein stated the project includes approximately 122 units and her firm is working with Utah State University (USU) on dedicated housing for students and university staff. She said the phase I certificate of occupancy is anticipated to be in March or April.

Motion and Vote: Councilmember Myers moved to approve acceptance of the petition for annexation for property located at 1410 South Highway 191, Moab, UT 84532, into the City of Moab. Councilmember Topper seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knuteson-Boyd, Topper, Myers and Wojciechowski voting aye.

City Manager Updates: City Manager Black praised staff for their response to the recent flooding.

Mayor and Council Reports:

Councilmember Wojciechowski expressed appreciation for the community's support for the birth of his son.

Councilmember Knuteson-Boyd reported updates to the Museum board. She announced an open house at USU on October 1. She mentioned an initiative to "paint the town [Aggie] blue."

Councilmember Myers reported on several housing-related meetings, a meeting with the Mayor, the League of Women Voters' (LWV) candidate forum, and other election-related events. She praised the success of the recent Moab Pride weekend.

Councilmember Taylor stated he attended a planning meeting for Winterfest, and he mentioned

meetings with the Mayor, the airport board, the motorized trail group, travel council, and the Emergency Medical Services (EMS) budget plan. He said he met with constituents who complained about semi-trucks running red lights and UTV noise and others who praised the completed Kane Creek Boulevard project.

Councilmember Topper stated he attended the nonmotorized trail plan open house, and he said he met with the Mayor, and TrailMix, and mentioned the new podcast produced by the Search and Rescue team. He said he attended the LWV forum, a solid waste district meeting, and praised staff for the flood cleanup. Councilmember Knuteson-Boyd added kudos to the solid waste staff.

Mayor Langianese mentioned several events she attended, including the music festival, Pride weekend, Recovery Day, a meeting of the Southeastern Regional Development Agency (SERDA), and a meeting with the governor's staff regarding rural housing, a meeting with Jen Sadoff, the CEO of the Moab Regional Hospital regarding potential cuts to Medicare, and she toured the Free Health Clinic and met with the City's lobbyists regarding a probable federal government shutdown. She said she would contact the State to inquire about support to keep the local national parks operating through the shutdown. She stated that she was asked to present at the conference of the National League of Cities and concluded by mentioning an upcoming community conversation dinner.

Executive Session:

Motions and Votes: Councilmember Topper moved to enter an executive closed session to discuss reasonably imminent and/or pending litigation. Councilmember Wojciechowski seconded the motion. The motion passed unanimously. Mayor Langianese convened the executive session at 8:24 p.m. Councilmember Knuteson-Boyd moved to end the executive session. Councilmember Wojciechowski seconded the motion. The motion passed unanimously. Mayor Langianese ended the closed session at 8:41 p.m.

Adjournment:

Councilmember Wojciechowski moved to adjourn the meeting. Councilmember Topper seconded the motion. The motion passed unanimously. The Mayor adjourned the meeting at 8:42 p.m.

APPROVED: _____
Joette Langianese, Mayor

ATTEST: _____
Sommar Johnson, City Recorder

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 09/18/2025 to 09/24/2025

<u>Payee Name</u>	<u>Reference Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Void Date</u>	<u>Void Amount</u>	<u>Source</u>
CUSTOMER REFUNDS	278676	09/22/2025	\$140.71			Purchasing
Allred, Richard	278677	09/24/2025	\$356.00			Purchasing
AMAZON CAPITAL SERVICES	278678	09/24/2025	\$5,567.08			Purchasing
Bastian, Wyatt	278679	09/24/2025	\$84.00			Purchasing
BLACKBURN'S PROPANE INC	278680	09/24/2025	\$92.43			Purchasing
Blanco, Johanna	278681	09/24/2025	\$236.80			Purchasing
BOBCAT OF THE ROCKIES	278682	09/24/2025	\$223.48			Purchasing
BURBIDGE, ALEXANDER C.	278683	09/24/2025	\$270.00			Purchasing
CANYONLANDS ADVERTISING	278684	09/24/2025	\$395.00			Purchasing
CANYONLANDS AUTO & MINING SUP	278685	09/24/2025	\$844.68			Purchasing
Chappell, Timothy	278686	09/24/2025	\$255.00			Purchasing
CIVIL SCIENCE INFRASTRUCTURE IN	278687	09/24/2025	\$1,654.44			Purchasing
CUSTOMER REFUNDS	278688	09/24/2025	\$35.00			Purchasing
DESERT WEST OFFICE SUPPLY	278689	09/24/2025	\$24.00			Purchasing
DESTINATION KITCHEN	278690	09/24/2025	\$719.50			Purchasing
DISPLAY SALES	278691	09/24/2025	\$19,900.00			Purchasing
ENBRIDGE GAS	278692	09/24/2025	\$2,452.90			Purchasing
HANSEN ALLEN & LUCE INC	278693	09/24/2025	\$20,858.25			Purchasing
JB PLUMBING LLC	278694	09/24/2025	\$161.29			Purchasing
JOHNSTONE SUPPLY	278695	09/24/2025	\$510.00			Purchasing
KILGORE COMPANIES LLC	278696	09/24/2025	\$664.60			Purchasing
LIMB WALKER TREE CARE, LLC	278697	09/24/2025	\$975.00			Purchasing
Lowther, Sabine	278698	09/24/2025	\$84.00			Purchasing
Matzen, Mark	278699	09/24/2025	\$171.00			Purchasing
MOAB ARTTRAILS	278700	09/24/2025	\$10,000.00			Purchasing
MOAB AUTO PARTS INC.	278701	09/24/2025	\$86.95			Purchasing
MOAB HEAT N COOL LLC	278702	09/24/2025	\$11,874.78			Purchasing
MOAB MAILING CENTER	278703	09/24/2025	\$83.35			Purchasing
MOAB SUN NEWS	278704	09/24/2025	\$380.00			Purchasing
Murphy, William	278705	09/24/2025	\$255.00			Purchasing
PACKARD WHOLESALE	278706	09/24/2025	\$222.02			Purchasing
Paxton, David	278707	09/24/2025	\$84.00			Purchasing
Perna, Steven	278708	09/24/2025	\$255.00			Purchasing
PIPE DREAM LLC	278709	09/24/2025	\$11,418.19			Purchasing
PITNEY BOWES INC - PURCHASE PO	278710	09/24/2025	\$500.00			Purchasing
PROFESSIONAL DOCUMENT SOLUTI	278711	09/24/2025	\$37.24			Purchasing
RIVERSIDE PLUMBING & HEATING	278712	09/24/2025	\$10.40			Purchasing
Roblyer, David Jordan	278713	09/24/2025	\$356.00			Purchasing
ROYCE'S ELECTRONICS SITE MANAG	278714	09/24/2025	\$200.00			Purchasing
SCOOTER'S TOOLS LLC	278715	09/24/2025	\$27.95			Purchasing
Shurtleff, Cory	278716	09/24/2025	\$318.28			Purchasing
SKAGGS	278717	09/24/2025	\$113.99			Purchasing
STANDARD PLUMBING SUPPLY CO.	278718	09/24/2025	\$4.79			Purchasing
Stocks, Bonnie	278719	09/24/2025	\$181.82			Purchasing
Stott, Trisha	278720	09/24/2025	\$84.00			Purchasing
Swarthout, Scott	278721	09/24/2025	\$84.00			Purchasing
THE SALT LAKE TRIBUNE	278722	09/24/2025	\$704.00			Purchasing
TURNER LUMBER OF MOAB	278723	09/24/2025	\$96.79			Purchasing
UTAH CHIEFS OF POLICE ASSOCIATI	278724	09/24/2025	\$300.00			Purchasing
WALKER'S TRUE VALUE HARDWARE	278725	09/24/2025	\$726.11			Purchasing
Yanito, Ramona	278726	09/24/2025	\$84.00			Purchasing
ZUNICH BROS. MECHANICAL LLC	278727	09/24/2025	\$90.00			Purchasing
			\$95,253.82		\$0.00	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 09/25/2025 to 10/01/2025

<u>Payee Name</u>	<u>Reference Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Void Date</u>	<u>Void Amount</u>	<u>Source</u>
Shurtleff, Cory	278728	09/25/2025	\$266.28			Purchasing
U.S. POSTMASTER	278729	09/25/2025	\$477.11			Purchasing
A & E ELECTRIC INC	278730	10/01/2025	\$580.09			Purchasing
AMAZON CAPITAL SERVICES	278731	10/01/2025	\$6,153.52			Purchasing
Bastian, Wyatt	278732	10/01/2025	\$171.00			Purchasing
BOBCAT OF THE ROCKIES	278733	10/01/2025	\$9,200.53			Purchasing
BOOT BARN	278734	10/01/2025	\$161.99			Purchasing
CANYONLANDS AUTO & MINING SUP	278735	10/01/2025	\$165.42			Purchasing
CHEMTECH-FORD LLC	278736	10/01/2025	\$1,924.00			Purchasing
CITY OF MOAB	278737	10/01/2025	\$13,693.90			Purchasing
CUSTOMER REFUNDS	278738	10/01/2025	\$456.50			Purchasing
DESERT WEST OFFICE SUPPLY	278739	10/01/2025	\$250.05			Purchasing
FERGUSON US HOLDINGS, INC.	278740	10/01/2025	\$2,119.45			Purchasing
FRONTIER	278741	10/01/2025	\$1,839.73			Purchasing
GUERRERO CONSTRUCTION	278742	10/01/2025	\$7,705.00			Purchasing
HYDROCORP, LLC	278743	10/01/2025	\$1,609.38			Purchasing
JIMMY FOY COLLISION REPAIR CENT	278744	10/01/2025	\$301.00			Purchasing
KILGORE COMPANIES LLC	278745	10/01/2025	\$513,287.09			Purchasing
MCGEE'S STAMP & TROPHY CO.	278746	10/01/2025	\$118.00			Purchasing
MCKINSTRY ESSENTION, LLC	278747	10/01/2025	\$341,418.22			Purchasing
METERWORKS INC.	278748	10/01/2025	\$208.81			Purchasing
MININBERG, GABRIEL	278749	10/01/2025	\$3,200.00			Purchasing
MOAB MAILING CENTER	278750	10/01/2025	\$62.04			Purchasing
MUSIC MASTERS, LLC	278751	10/01/2025	\$3,000.00			Purchasing
PACKARD WHOLESALE	278752	10/01/2025	\$165.70			Purchasing
Perna, Steven	278753	10/01/2025	\$84.00			Purchasing
PERSONNEL SAFETY ENTERPRISES	278754	10/01/2025	\$31.50			Purchasing
PROVELOCITY	278755	10/01/2025	\$15,521.00			Purchasing
RACHEL, TOUPS	278756	10/01/2025	\$250.00			Purchasing
REVCO LEASING COMPANY	278757	10/01/2025	\$3,093.38			Purchasing
RICHARDSON, WHITNEY	278758	10/01/2025	\$262.52			Purchasing
RIVERSIDE PLUMBING & HEATING	278759	10/01/2025	\$68.40			Purchasing
ROCKY MOUNTAIN POWER	278760	10/01/2025	\$98.02			Purchasing
SALT LAKE COMMUNITY COLLEGE	278761	10/01/2025	\$291.00			Purchasing
SCOOTER'S TOOLS LLC	278762	10/01/2025	\$146.69			Purchasing
SMARTSHEET	278763	10/01/2025	\$813.11			Purchasing
SOLID WASTE SPECIAL SERVICE DIS	278764	10/01/2025	\$18,235.30			Purchasing
STANDARD PLUMBING SUPPLY CO.	278765	10/01/2025	\$208.45			Purchasing
TURNER LUMBER OF MOAB	278766	10/01/2025	\$27.56			Purchasing
VILLAGE MARKET	278767	10/01/2025	\$16.57			Purchasing
WALKER DRUG	278768	10/01/2025	\$17.97			Purchasing
WALKER'S TRUE VALUE HARDWARE	278769	10/01/2025	\$1,382.74			Purchasing
WESTERN IMPLEMENT CO INC	278770	10/01/2025	\$169.97			Purchasing
WESTERN SLOPE AUTO CO.	278771	10/01/2025	\$211.28			Purchasing
WHEELER MACHINERY CO	278772	10/01/2025	\$29.68			Purchasing
YOUNG POWERSPORTS OF CENTER	278773	10/01/2025	\$30,737.00			Purchasing
ZUNICH BROS. MECHANICAL LLC	278774	10/01/2025	\$525.00			Purchasing
			\$980,755.95		\$0.00	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 10/02/2025 to 10/08/2025

<u>Payee Name</u>	<u>Reference Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Void Date</u>	<u>Void Amount</u>	<u>Source</u>
WRIGHT EXPRESS FSC	20251008	10/08/2025	\$13,576.62			Purchasing
AARON P. WISE ATTORNEY AT LAW	278775	10/08/2025	\$3,000.00			Purchasing
AD-VERTISER	278776	10/08/2025	\$513.00			Purchasing
ADVANTAGE COMPUTER	278777	10/08/2025	\$1,915.00			Purchasing
AMAZON CAPITAL SERVICES	278778	10/08/2025	\$1,832.48			Purchasing
AT&T MOBILITY II, LLC	278779	10/08/2025	\$2,289.66			Purchasing
BOWEN COLLINS & ASSOCIATES INC.	278780	10/08/2025	\$2,856.00			Purchasing
BRANTLEY DISTRIBUTING LLC	278781	10/08/2025	\$298.80			Purchasing
CANYONLANDS AUTO & MINING SUP	278782	10/08/2025	\$253.65			Purchasing
CNA SURETY	278783	10/08/2025	\$1,560.00			Purchasing
COWDELL LAW	278784	10/08/2025	\$3,100.50			Purchasing
CUSTOMER REFUNDS	278785	10/08/2025	\$50.00			Purchasing
CUSTOMER REFUNDS	278786	10/08/2025	\$95.00			Purchasing
EMERY TELCOM	278787	10/08/2025	\$2,105.95			Purchasing
GRADEN CRANE SERVICE LLC	278788	10/08/2025	\$8,000.00			Purchasing
GRAND TIRE PROS	278789	10/08/2025	\$1,256.60			Purchasing
GRAND WATER & SEWER AGENCY	278790	10/08/2025	\$158.95			Purchasing
KILGORE COMPANIES LLC	278791	10/08/2025	\$482.47			Purchasing
KIMBALL MIDWEST	278792	10/08/2025	\$78.10			Purchasing
LAWSON PRODUCTS INC.	278793	10/08/2025	\$624.74			Purchasing
LES OLSON COMPANY	278794	10/08/2025	\$77.26			Purchasing
MILL CREEK ANIMAL HOSPITAL	278795	10/08/2025	\$162.56			Purchasing
MOAB DOWNTOWNER LLC	278796	10/08/2025	\$54,841.27			Purchasing
MOAB HEAT N COOL LLC	278797	10/08/2025	\$242.11			Purchasing
MOAB MAILING CENTER	278798	10/08/2025	\$14.85			Purchasing
MOAB SUN NEWS	278799	10/08/2025	\$375.00			Purchasing
NUSO LLC	278800	10/08/2025	\$427.13			Purchasing
ODP BUSINESS SOLUTIONS, LLC	278801	10/08/2025	\$66.89			Purchasing
OFFICE EQUIPMENT CO.	278802	10/08/2025	\$145.00			Purchasing
PACKARD WHOLESALE	278803	10/08/2025	\$1,505.33			Purchasing
PELORUS METHODS INC	278804	10/08/2025	\$5,500.00			Purchasing
RECON POWER BIKES	278805	10/08/2025	\$10,732.00			Purchasing
RED DESERT LAND SURVEYING	278806	10/08/2025	\$850.00			Purchasing
RICK'S GLASS	278807	10/08/2025	\$362.16			Purchasing
RIVER CANYON WIRELESS	278808	10/08/2025	\$79.99			Purchasing
ROCKY MOUNTAIN POWER	278809	10/08/2025	\$109,087.10			Purchasing
SKAGGS	278810	10/08/2025	\$3,384.59			Purchasing
SKYLER CURRIE	278811	10/08/2025	\$895.00			Purchasing
SMITH HARTVIGSEN PLLC	278812	10/08/2025	\$17,575.50			Purchasing
SOLID WASTE SPECIAL SERVICE DIS	278813	10/08/2025	\$1,405.00			Purchasing
SOUTHEASTERN UTAH DISTRICT HE	278814	10/08/2025	\$175.00			Purchasing
STANDARD PLUMBING SUPPLY CO.	278815	10/08/2025	\$9.34			Purchasing
THE BENNETT GROUP DC	278816	10/08/2025	\$6,000.00			Purchasing
THE MOAB TIMES-INDEPENDENT	278817	10/08/2025	\$1,718.00			Purchasing
ThomasArrigo, Savannah	278818	10/08/2025	\$362.90			Purchasing
TURNER LUMBER OF MOAB	278819	10/08/2025	\$5.99			Purchasing
UTAH DEPT OF TRANSPORTATION (U	278820	10/08/2025	\$50,000.00			Purchasing
WALKER DRUG	278821	10/08/2025	\$16.98			Purchasing
WALKER'S TRUE VALUE HARDWARE	278822	10/08/2025	\$272.43			Purchasing
WASH-IT EXPRESS	278823	10/08/2025	\$573.36			Purchasing
WESTERN SLOPE AUTO CO.	278824	10/08/2025	\$520.71			Purchasing
ZUNICH BROS. MECHANICAL LLC	278825	10/08/2025	\$904.00			Purchasing
			\$312,334.97		\$0.00	



TITLE: 2022 NRCS EWP Mill Creek Bank Protection Construction Project Contract Award

DISPOSITION: Discussion and possible action

PRESENTER/S: Mark Jolissaint PE, City Engineer

ATTACHMENT/S: Attachment 1 - Bid Results, Attachment 2 - Plans, Attachment 3 - Contract

STAFF RECOMMENDATION: Staff recommend award of the contract for the 2022 NRCS EWP Mill Creek Bank Protection Construction Project to Beh Brothers Construction, LLC in the amount of \$1,997,770.01

SUMMARY:

In August 2022, heavy precipitation in the Mill Creek watershed caused erosion along the creek banks, creating hazards for nearby homes. The City entered into an agreement with the Natural Resources Conservation Service (NRCS) to construct gabion basket walls, as well as a concrete grade control structure at identified vulnerable sites. The total project funding for construction was \$1,350,000, with NRCS contributing \$1,012,500 and the City providing a 25% match of \$337,500. NRCS provided an additional \$131,625 for design of the project. The project was bid on January 21, 2025, and three bids were received. The lowest bid, submitted by Beh Brothers Construction, was \$1,997,770.01, which exceeded the initial NRCS agreement and budget by \$647,770.01 (In order to close the funding gap the City applied for and received additional NRCS funding in the amount of \$485,827.51, with \$161,942.50 City match). After bidding, NRCS determined that the project required further review from their staff, which delayed award of the contract. The additional review also resulted in revisions to the plans. Beh Brother Construction is willing to honor their original bid, plus minor additional costs due to plan revisions that will be addressed in an administrative-level change order after award.

Proposed Motion: “I move to award the contract for the 2022 NRCS EWP Mill Creek Bank Protection Construction Project to Beh Brothers Construction, LLC in the amount of \$1,997,770.01 and authorize the Mayor to sign the agreement”

RELEVANT LAWS, STUDIES & PLANS: Strategic Plan: Natural Hazard Mitigation: Continue to prioritize policies and infrastructure projects to mitigate against known natural hazards within the City.

RESPONSIBLE DEPARTMENT: Community Development.

FINANCIAL IMPACT: There are two funding sources for this project: the NRCS Emergency Watershed Protection (EWP) program and the stormwater fund, in which sufficient funds are allocated and available.

2022 NRCS EWP MILL CREEK BANK PROTECTION PROJECT

January 21, 2025, 2:00 p.m.

	Name	Amount
1	Advanced Construction & Design	1-471,555.43 - 2-559,285.97
2		3-305,847. ⁰⁰ 4-514,550.84
3	Beh Brothers Construction	1-495,214.02 2-600,082.07
4		3-318,479.12 4-583,992.81
5	Harrison Oil Field Services	1-595,000. ⁰⁰ 2-712,013.50
6		3-452,394. ⁰⁰ 4-513,850. ⁰⁰
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

>
 2,026,789.24
 1,997,770.02
 2,269,257.
 50

Present at Bid Opening:

Name:

Kelsi Garcia
MARIL JOLISSAINT
SOMMAR JOHNSON

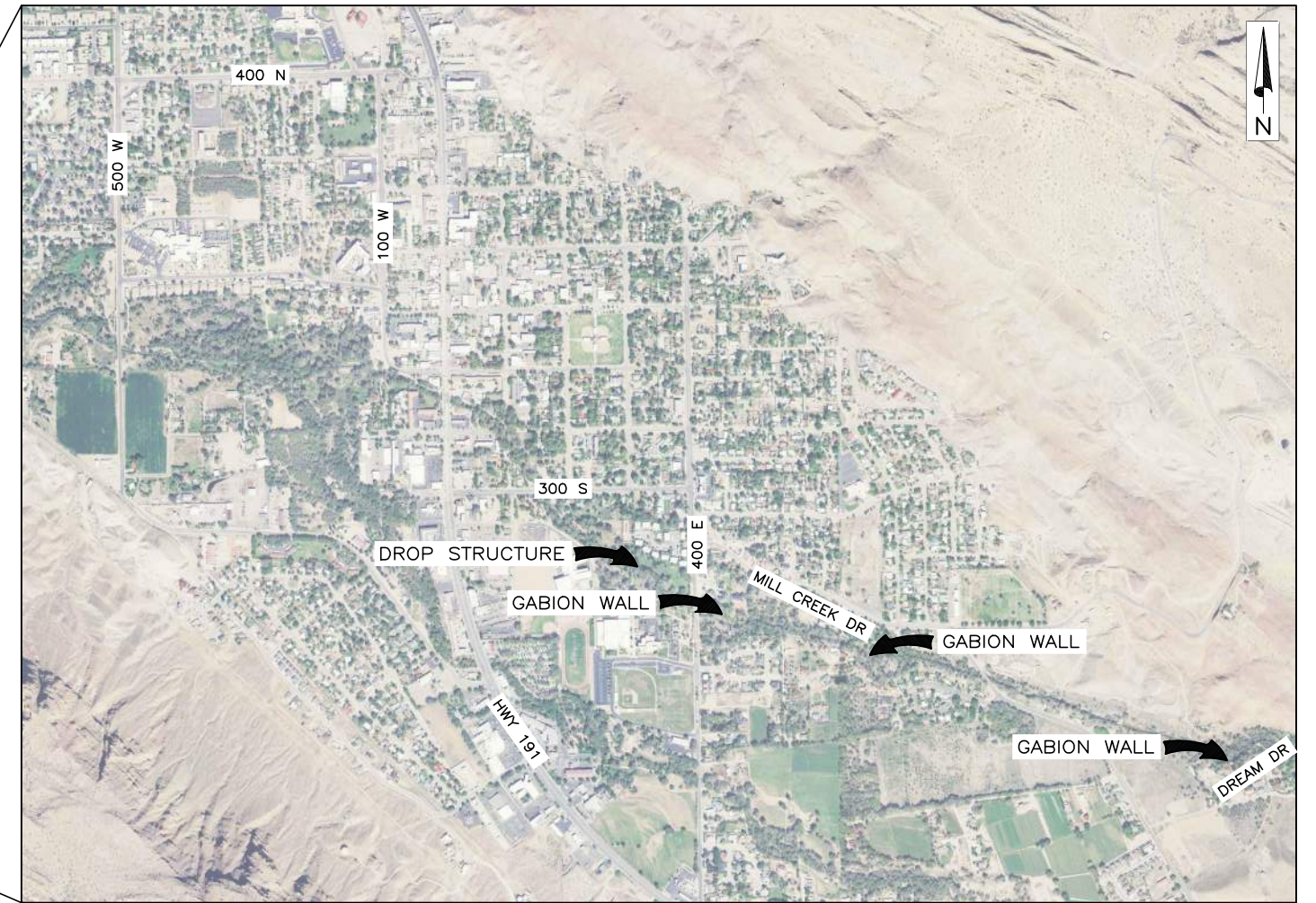
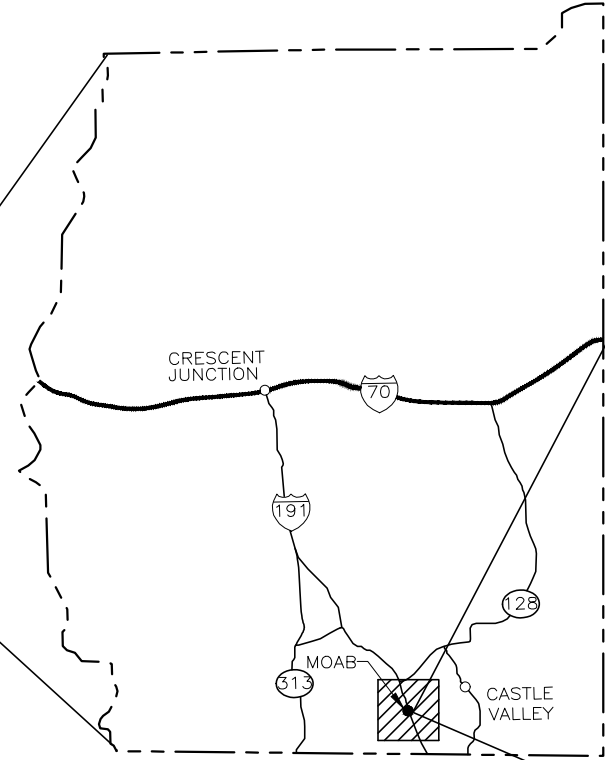
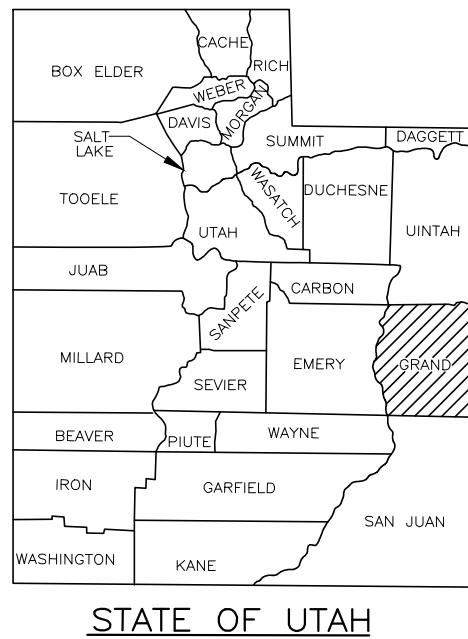
Kelsi Garcia
MARIL JOLISSAINT
SOMMAR JOHNSON



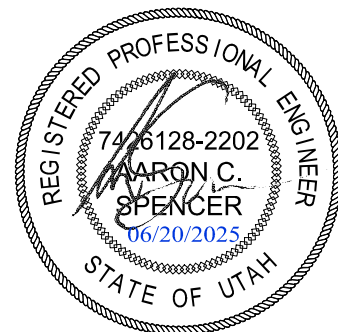
CITY OF MOAB

2022 NRCS EWP MILL CREEK BANK PROTECTION

OCTOBER 2024
ISSUED FOR BID



LOCATION MAP



CITY OF MOAB

MARK JOLISSAINT – ACTING CITY ENGINEER

HANSEN, ALLEN & LUCE DESIGN TEAM

BENJAMIN D. MINER, P.E. – PROJECT MANAGER / PROJECT ENGINEER
 AARON C. SPENCER, P.E. – DESIGN ENGINEER
 DAN R. JONES, P.E. – HYDRAULICS ENGINEER
 RYAN K. CLAY, E.I.T. – DRAFTER
 LUCAS BLAKE, P.L.S. (RED DESERT LAND SURVEYING) – LAND SURVEYING
 TAYLOR HALL, P.E. (MOAB GEOTECHNICAL GROUP) – GEOTECHNICAL ENGINEERING
 ROBERT CONDER, S.E. (CONDER ENGINEERING) – STRUCTURAL ENGINEER

TO THE BEST OF MY KNOWLEDGE, THESE PLANS
ARE IN ACCORDANCE WITH NRCS STANDARDS

FILE NAME: PROJECTS\360 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\G-1 COVER.DWG
FILE DATE: 6/20/2025 12:14:16 (MAJ)



859 W. SOUTH JORDAN PKWY,
STE. 200
SOUTH JORDAN, UTAH 84095
(801) 566-5599

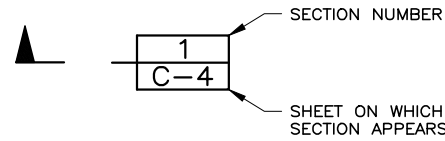
SECTION, DETAIL & ELEVATION IDENTIFICATION

NOTES:

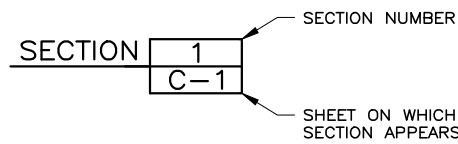
- IF SECTION CUT AND SECTION OR DETAIL CALL-OUT AND DETAIL ARE SHOWN ON SAME SHEET, SHEET NUMBER IS REPLACED BY A LINE.
- DETAIL LETTERS "I" AND "O" NOT USED.

SECTION IDENTIFICATION

SECTION CUT ON SHEET C-1:

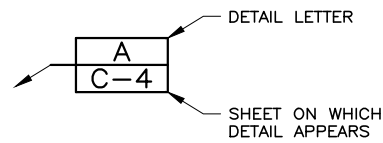


ON SHEET C-4, THIS SECTION IS IDENTIFIED AS:

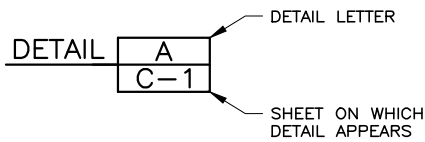


DETAIL IDENTIFICATION

DETAIL CALL-OUT ON SHEET C-1:



ON SHEET C-4, THIS DETAIL IS IDENTIFIED AS:



LEGEND

EXISTING

4-G	EXISTING GAS LINE W/ SIZE
GS	EXISTING GAS SERVICE
10-W	EXISTING WATER LINE W/ SIZE
WS	EXISTING WATER SERVICE
15-SS	EXISTING SANITARY SEWER W/ SIZE
SL	EXISTING SANITARY SEWER LATERAL
24-SD	EXISTING STORM DRAIN W/ SIZE
12-IRR	EXISTING IRRIGATION W/ SIZE
FO-UG	EXISTING FIBER OPTIC LINE
T-UG	EXISTING UNDERGROUND TELEPHONE
C-TV-UG	EXISTING CABLE TV
P-UG	EXISTING UNDERGROUND POWER LINE
P-OH	EXISTING OVERHEAD POWER LINE
TBC	EXISTING TOP BACK OF CURB
LOG	EXISTING LIP OF GUTTER
X	EXISTING FENCE LINE
	EXISTING RAILROAD TRACKS
---	EXISTING PROPERTY LINE
R O W	EXISTING RIGHT-OF-WAY
---	EXISTING ASPHALT
- - - 4200 - - -	EXISTING MAJOR CONTOUR
- - -	EXISTING MINOR CONTOUR
- - -	ORDINARY HIGH WATER MARK
- - -	100-YEAR FEMA FLOODPLAIN LINE

	EXISTING FIRE HYDRANT		EXISTING SANITARY SEWER MANHOLE
	EXISTING POWER POLE		EXISTING STORM DRAIN MANHOLE
	EXISTING POWER / LIGHT POLE COMBO		EXISTING WATER MANHOLE
	EXISTING LIGHT POLE		EXISTING GAS MANHOLE
	EXISTING GUY WIRE		EXISTING POWER MANHOLE
	EXISTING POWER BOX		EXISTING TELEPHONE MANHOLE
	EXISTING POWER METER		EXISTING FIBER OPTICS MANHOLE
	EXISTING TELEPHONE BOX		EXISTING IRRIGATION MANHOLE
	EXISTING FIBER OPTIC BOX		EXISTING WATER METER
	EXISTING CABLE BOX		EXISTING SEWER CLEANOUT
	EXISTING SIGNAL POLE		EXISTING VALVES
	EXISTING SIGNAL / LIGHT POLE COMBO		EXISTING REDUCERS
	EXISTING SIGNAL BOX		EXISTING SD CATCH BASIN
	EXISTING TRAFFIC LOOP		EXISTING SD CATCH BASIN / JUNCTION BOX
	EXISTING TRAFFIC BOX		EXISTING SD JUNCTION BOX
	EXISTING IRRIGATION BOX		EXISTING SD CLEANOUT BOX
	EXISTING SIGN		

NEW

	PROPOSED MAJOR CONTOUR		NEW MANHOLE
	PROPOSED MINOR CONTOUR		NEW STORM DRAIN BOX
	NEW PROPERTY LINE		NEW INLET BOX
	NEW UTILITY LINE		NEW FIRE HYDRANT
	PERMANENT EASEMENT		NEW WATER VALVE
	CONSTRUCTION EASEMENT		NEW GATE VALVE
	RIDGE LINE		NEW BUTTERFLY VALVE
	GRADE BREAK		NEW PLUG VALVE
	FLOW LINE		NEW CAP
	RETAINING WALL		
	LIMITS OF DISTURBANCE		
	SILT FENCE		
	STAGING AREA		
	ACCESS ROUTE		

CONTROL SYMBOLS

	EXISTING BENCH MARK		EXISTING SURVEY MONUMENT
	EXISTING HORIZONTAL CONTROL POINT		EXISTING SECTION MONUMENT
	EXISTING VERTICAL CONTROL POINT		GEOTECHNICAL BORING
	EXISTING HORIZONTAL & VERTICAL CONTROL POINT		

NOTE:
SURVEY OF EXISTING RING & COVER IS FROM CENTER OF THE COVER.

MISCELLANEOUS

	FITTING SCHEDULE		DIAMETER
	KEY NOTES		ANGLE
	COORDINATE POINT		CENTERLINE

ABBREVIATIONS

AT	CONT = CONTINUOUS / CONTINUED	GAL = GALLON	O.F. = OUTSIDE FACE / OVERFLOW	TOC = TOP OF CONCRETE
APPROX = APPROXIMATE	CR = CULTURAL RESOURCE	GIP = GALVANIZED IRON PIPE	OHWM = ORDINARY HIGH WATER MARK	TYP = TYPICAL
B&S = BELL & SPIGOT	DIA = DIAMETER	GPM = GALLONS PER MINUTE	PE = PLAIN END / POLYETHYLENE	UBC = UNTREATED BASE COURSE
BOW = BOTTOM OF WALL	DIP = DUCTILE IRON PIPE	ID = INSIDE DIAMETER	PSI = POUNDS PER SQUARE INCH	W/ = WITH
CB = CATCH BASIN / CURB	DWG = DRAWING	I.F. = INSIDE FACE	PVC = POLYVINYL CHLORIDE	WSP = WELDED STEEL PIPE
CC = CENTER TO CENTER	EF = EACH FACE / EXHAUST FAN	INV = INVERT	RCP = REINFORCED CONCRETE PIPE	YD = YARD
CIP = CAST IRON PIPE / CAST IN PLACE	EL = ELEVATION	L.O.G. = LIP OF GUTTER	SCR = SCREWED	
CL = CENTERLINE	EO = EDGE OF OIL	MAX = MAXIMUM	SF = SQUARE FOOT (FEET)	
CLR = CLEAR / CLEARANCE	EW = EACH WAY	MH = MANHOLE	SQ = SQUARE	
CLSM = CONTROLLED LOW STRENGTH MATERIAL	FL = FLOWLINE	MIN = MINIMUM / MINUTE	SS = STAINLESS STEEL / SANITARY SEWER	
CMP = CORRUGATED METAL PIPE	FLG = FLANGE / FLOORING	MJ = MECHANICAL JOINT	STA = STATION	
CONC = CONCRETE / CONCENTRIC	FPS = FEET PER SECOND	NTS = NOT TO SCALE	TBC = TOP BACK OF CURB	
	GA = GAGE / GAUGE	OC = ON CENTER	TBW = TOP BACK OF WALL	

INDEX OF DRAWINGS

SHEET NO.	GENERAL
G-1	COVER SHEET
G-2	ABBREVIATIONS, LEGENDS & INDEX OF DRAWINGS
G-3	GENERAL NOTES
G-4	SHEET LOCATION MAP & SURVEY CONTROL
	CIVIL
C-1	SITE PLAN - DREAM DRIVE - SITE NO. 1
C-2	SITE PLAN - DREAM DRIVE - SITE NO. 1 (ENLARGED)
C-3	SITE PLAN - ROTARY PARK - SITE NO. 2
C-4	SITE PLAN - 400 EAST - EAST SIDE - SITE NO. 3
C-5	SITE PLAN - 400 EAST - WEST SIDE - SITE NO. 4
C-6	WALL PROFILE - DREAM DRIVE - SITE NO. 1
C-7	WALL PROFILE - ROTARY PARK - SITE NO. 2
C-8	WALL PROFILE - 400 EAST - EAST SIDE - SITE NO. 3
C-9	GABION WALL DETAILS I
C-10	GABION WALL DETAILS II
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C-12	SOIL HAUL FILL PLAN
C-13	RESTORATION PLAN - DREAM DRIVE - SITE NO. 1
C-14	RESTORATION PLAN - ROTARY PARK - SITE NO. 2
C-15	RESTORATION PLAN - 400 EAST - WEST SIDE - SITE NO. 4
C-16	DEWATERING PLAN - DREAM DRIVE - SITE NO. 1
C-17	DEWATERING PLAN - ROTARY PARK - SITE NO. 2
C-18	DEWATERING PLAN - 400 EAST - WEST SIDE - SITE NO. 4
C-19	DEWATERING DETAILS
	STRUCTURAL
S-1	STRUCTURAL NOTES
S-2	DROP STRUCTURE PLAN & SECTIONS
S-3	DROP STRUCTURE SECTIONS
S-4	MISCELLANEOUS DETAILS

FILE NAME: PROJECTS\380 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\G-2 ABBREV, LEGEND, & INDEX.DWG
FILE DATE: 6.20.2025 12:16:10 (MAJ)
7/04

DESIGNED	ACS	3							
DRAFTED	RKC	2							
CHECKED	BDM	1							
DATE	OCTOBER 2024	NO.		DATE		REVISIONS		BY	APVD.

SCALE: NONE

CITY OF MOAB

2022 NRCS EWP MILL CREEK BANK PROTECTION
GENERAL
ABBREVIATIONS, LEGENDS & INDEX OF DRAWINGS

SHEET
G-2
380.18.100

GENERAL NOTES

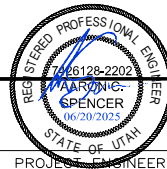
1. APWA 2017 STANDARD SPECIFICATIONS AND PLANS AS PUBLISHED BY UTAH LTAP CENTER ARE INCORPORATED HEREIN BY REFERENCE. ANY CONFLICT BETWEEN CODES, REFERENCE STANDARDS, DRAWINGS AND SPECIFICATIONS WILL BE RESOLVED IN ACCORDANCE WITH SECTION 01 42 19, PART 1.2.L. WHERE CONFLICTS MAY STILL EXIST, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN.
2. ANY PROPOSED CHANGES TO THE APPROVED DESIGN SHALL BE REVIEWED AND APPROVED BY THE ENGINEER.
3. UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS BASED ON INFORMATION PROVIDED BY UTILITY COMPANIES. CONTRACTOR SHALL BE RESPONSIBLE FOR REQUESTING BLUE STAKES AND LOCATING ALL UNDERGROUND UTILITIES, INCLUDING WATER LINES, STORM DRAIN LINES, TELEPHONE CABLES, GAS LINES, AND ANY OTHER OBSTRUCTION DURING THE COURSE OF CONSTRUCTION. SAID UTILITIES SHALL BE RESTORED TO A CONDITION AT LEAST EQUAL TO THEIR ORIGINAL CONDITION.
4. EXCEPT WHERE NOTED OTHERWISE, THE CITY WILL COORDINATE ACCESS AND PROCURE NECESSARY TEMPORARY EASEMENTS AND AGREEMENTS WITH PROPERTY OWNERS IN THE POSSIBLE ACCESS ROUTES IDENTIFIED IN THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN RIGHT OF INGRESS AND EGRESS SHOULD HE VENTURE ONTO PRIVATE PROPERTY WHICH IS NOT WITHIN CITY EASEMENTS OR ACQUIRED RIGHTS-OF-WAY AND EASEMENTS.
5. UNLESS DETAILED, SPECIFIED OR INDICATED OTHERWISE, CONSTRUCTION SHALL BE AS INDICATED IN THE APPLICABLE TYPICAL DETAILS AND GENERAL NOTES. TYPICAL DETAILS ARE MEANT TO APPLY EVEN THOUGH NOT REFERENCED AT SPECIFIC LOCATIONS OR IN SPECIFIC DRAWINGS.
6. CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT ALL EXISTING IMPROVEMENTS DURING CONSTRUCTION AND SHALL REPLACE OR RESTORE ANY IMPROVEMENTS DAMAGED AS A RESULT OF THE CONSTRUCTION ACTIVITY, AS DIRECTED BY THE ENGINEER.
7. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE STARTING WORK AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
8. THIS PROJECT IS LOCATED IN MOAB CITY LIMITS. CONTRACTOR SHALL OBTAIN ALL APPLICABLE PERMITS AND APPROVALS FROM MOAB CITY AND SHALL COMPLY WITH MOAB CITY REGULATIONS FOR TRAFFIC CONTROL, SAFETY, AND EXCAVATION IN CITY OWNED RIGHTS OF WAY.
9. CONTRACTOR IS RESPONSIBLE FOR SITE DUST CONTROL AND SUPPRESSION FOR THE DURATION OF THE PROJECT (WEEKENDS INCLUDED).
10. CONTRACTOR SHALL PREPARE AND IMPLEMENT THE STORM WATER POLLUTION PLAN AND OBTAIN NOTICE OF INTENT, AND COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN, AND ALL UPDES REQUIREMENTS.
11. CONTRACTOR SHALL NOT CLOSE ANY PUBLIC ROADS.

⚠ 12. WORK SHALL BE PERFORMED IN ACCORDANCE WITH OSHA REQUIREMENTS FOR SAFETY, AS WELL AS NRCS NEH PART 645 APPENDIX F (NRCS SUPPLEMENT TO OSHA PARTS 1910 AND 1926).

PROJECT NOTES

1. CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE STREAM ALTERATION PERMIT ISSUED FOR THIS PROJECT.
2. NOTIFY THE CITY OF MOAB PUBLIC WORKS DEPARTMENT AT LEAST 72 HOURS PRIOR TO STARTING CONSTRUCTION.
3. NOTIFY NRCS 72 HOURS PRIOR TO CONSTRUCTION.
4. ROCK WILL NEED TO BE APPROVED BY NRCS FOR WEIGHT, HARDNESS AND GENERAL SUITABILITY. THE CLOSEST KNOWN PIT LOCATION TO GATHER PRE-APPROVED RIPRAP IS LOCATED IN GREEN RIVER, UT.
PIT OWNER: MIKE SILLIMAN, (970) 261-6139
- ⚠ 5. STOCKPILED SOILS MUST BE STAGED AT LEAST 5 FEET FROM EDGE OF ANY EXCAVATION, OR 10 FEET FROM THE BACK OF ANY GABION OR RETAINING WALL.

FILE NAME: PROJECTS\380 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\G-3 GENERAL NOTES_R1.DWG
FILE DATE: 6/20/2025 12:23:24 (MAJ)



DESIGNED	ACS	3			
DRAFTED	DD	2			
CHECKED	BDM	⚠	6/10/25	NATIONAL NRCS COMMENTS	
DATE	OCTOBER 2024	NO.	DATE	REVISIONS	

BY	MAJ	ACS
APVD.		

SCALE
NONE



CITY OF MOAB

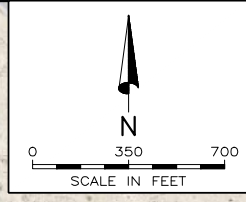
2022 NRCS EWP MILL CREEK BANK PROTECTION
GENERAL
GENERAL NOTES

SHEET
G-3
380.18.100

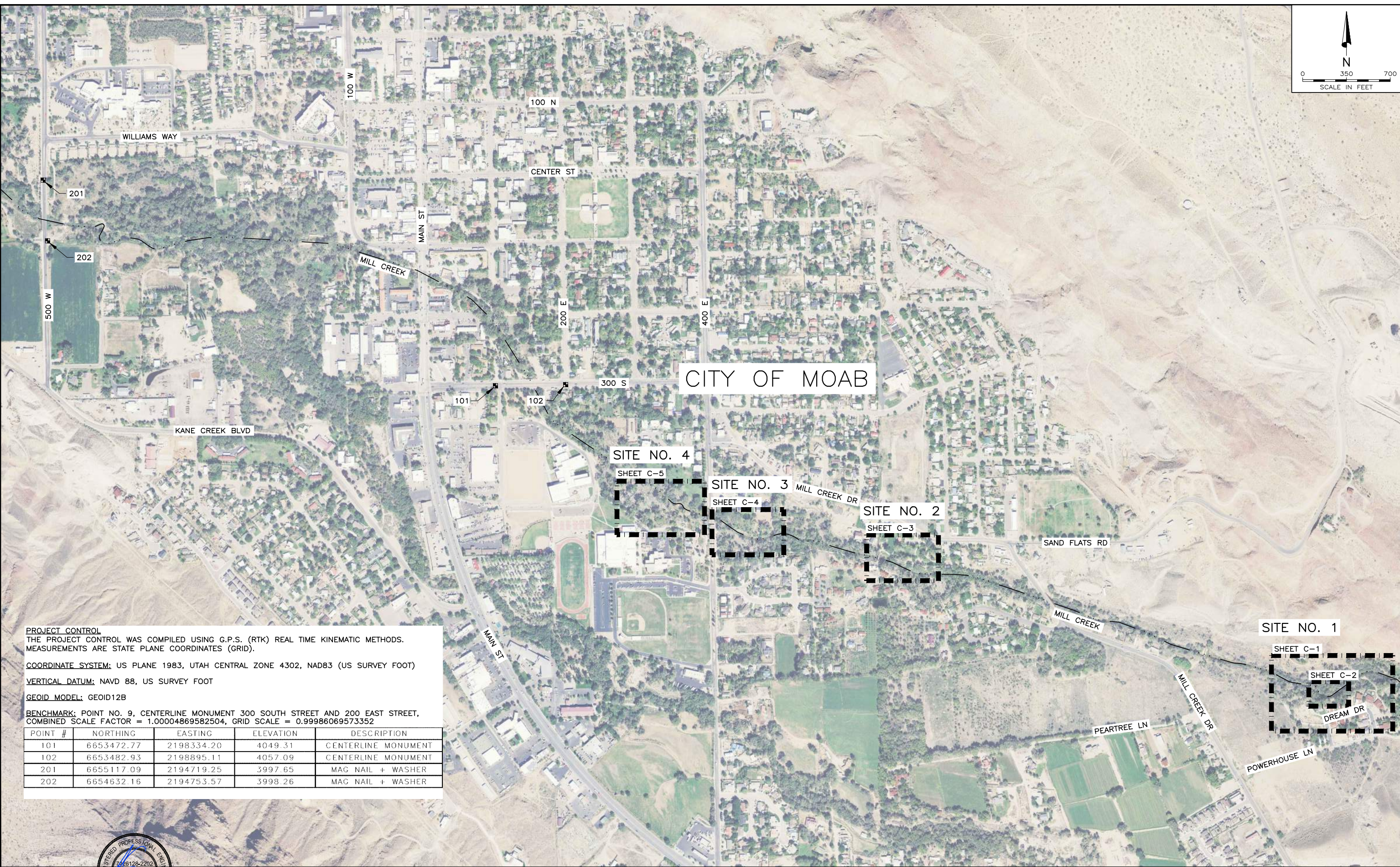
CALL BEFORE YOU DIG.
IT'S FREE AND IT'S THE LAW.

BLUE STAKES OF UTAH
Utility Notification Center, Inc.
1-800-662-4111
www.bluestakes.org

Dig Safely.



FILE NAME: PROJECTS\380_MOAB_CTY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\G-4 SHEET LOCATION MAP & SURVEY CONTROL.DWG
FILE DATE: 6/20/2025 12:24:27 (MAJ)



PROJECT CONTROL
THE PROJECT CONTROL WAS COMPILED USING G.P.S. (RTK) REAL TIME KINEMATIC METHODS. MEASUREMENTS ARE STATE PLANE COORDINATES (GRID).

COORDINATE SYSTEM: US PLANE 1983, UTAH CENTRAL ZONE 4302, NAD83 (US SURVEY FOOT)

VERTICAL DATUM: NAVD 88, US SURVEY FOOT

GEOID MODEL: GEOID12B

BENCHMARK: POINT NO. 9, CENTERLINE MONUMENT 300 SOUTH STREET AND 200 EAST STREET, COMBINED SCALE FACTOR = 1.00004869582504, GRID SCALE = 0.99986069573352

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
101	6653472.77	2198334.20	4049.31	CENTERLINE MONUMENT
102	6653482.93	2198895.11	4057.09	CENTERLINE MONUMENT
201	6655117.09	2194719.25	3997.65	MAG NAIL + WASHER
202	6654632.16	2194753.57	3998.26	MAG NAIL + WASHER



DESIGNED	ACS	3	
DRAFTED	RKC	2	
CHECKED	BDM	1	
DATE	OCTOBER 2024	NO.	DATE

NO.	DATE	REVISIONS	BY	APVD.

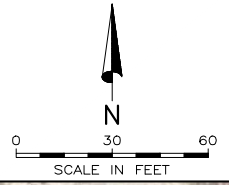
SCALE
AS SHOWN



CITY OF MOAB

2022 NRCS EWP MILL CREEK BANK PROTECTION
GENERAL
SHEET LOCATION MAP & SURVEY CONTROL

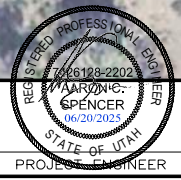
SHEET
G-4
380.18.100



FILE NAME: PROJECTS\380 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\18.100 - DREAM DRIVE.DWG
FILE DATE: 6/13/2025 13:46:12 (MAY)



GENERAL SHEET NOTES:
 1. RESTORE AND REVEGETATE SITE ACCORDING TO SHEET C-13.
 2. CITY WILL PROCURE ANY NECESSARY ACCESS EASEMENTS AND AGREEMENTS. CONTRACTOR TO COORDINATE ACCESS WITH THE CITY.



DESIGNED	ACS	3			
DRAFTED	RKC	2			
CHECKED	BDM	1			
DATE	OCTOBER 2024	NO.		DATE	
REVISIONS					
BY		APVD.			

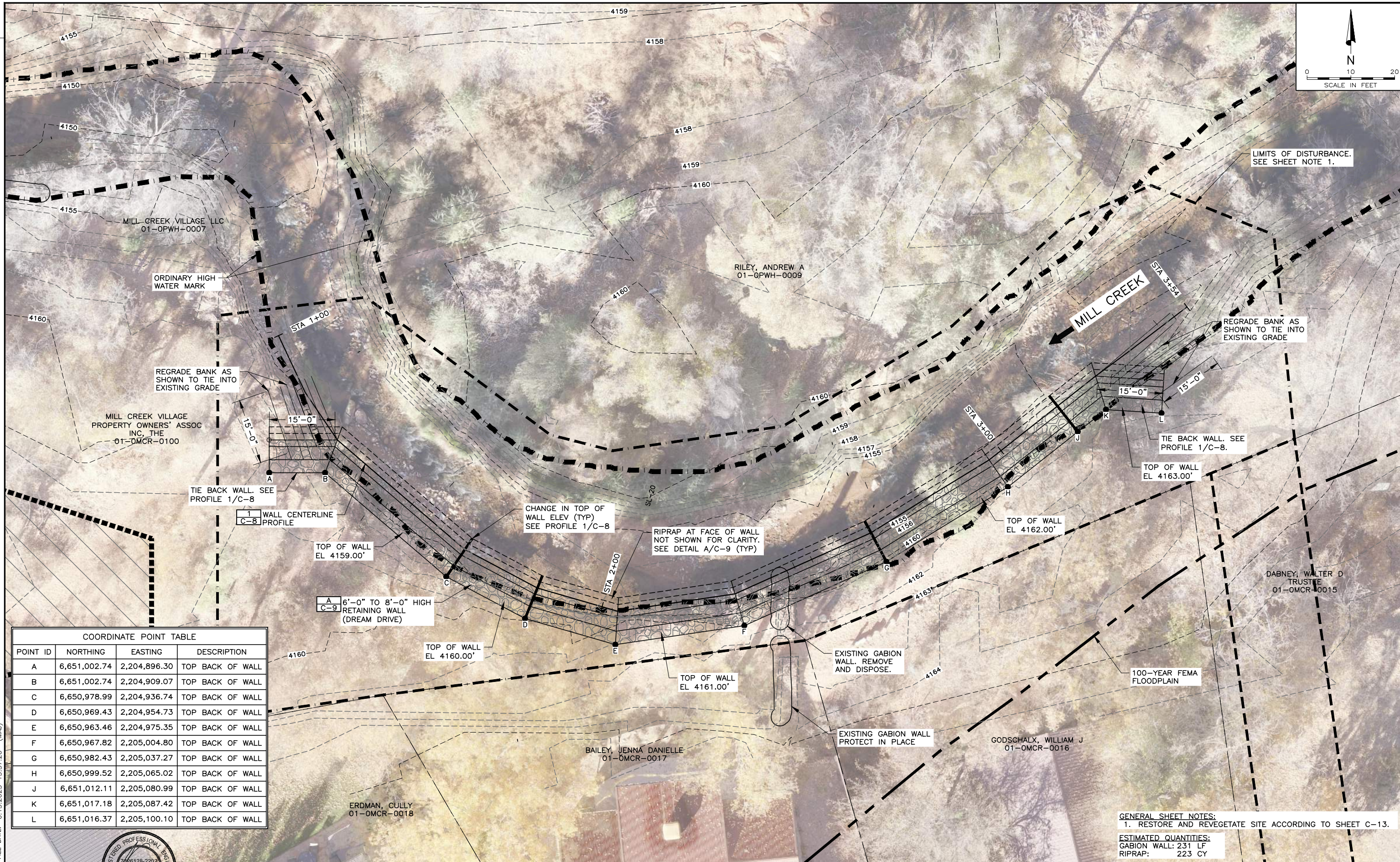
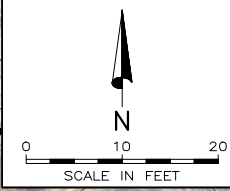
SCALE
AS SHOWN



2022 NRCS EWP MILL CREEK BANK PROTECTION
CIVIL
SITE PLAN - DREAM DRIVE - SITE NO. 1

SHEET
C-1
380.18.100

FILE NAME: PROJECTS\360 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\MOAB MILL CREEK BANK PROTECTION\2 SITE PLAN - DREAM DRIVE (ENLARGED).DWG
 FILE DATE: 6/13/2025 13:37:20 (MAY)



LIMITS OF DISTURBANCE. SEE SHEET NOTE 1.

ORDINARY HIGH WATER MARK

REGRADE BANK AS SHOWN TO TIE INTO EXISTING GRADE

MILL CREEK VILLAGE PROPERTY OWNERS' ASSOC INC, THE 01-OMCR-0100

RILEY, ANDREW A 01-OPWH-0009

REGRADE BANK AS SHOWN TO TIE INTO EXISTING GRADE

TIE BACK WALL. SEE PROFILE 1/C-8.

TOP OF WALL EL 4163.00'

CHANGE IN TOP OF WALL ELEV (TYP) SEE PROFILE 1/C-8

RIPRAP AT FACE OF WALL NOT SHOWN FOR CLARITY. SEE DETAIL A/C-9 (TYP)

TOP OF WALL EL 4162.00'

A/C-9 6'-0" TO 8'-0" HIGH RETAINING WALL (DREAM DRIVE)

TOP OF WALL EL 4160.00'

TOP OF WALL EL 4161.00'

EXISTING GABION WALL. REMOVE AND DISPOSE.

100-YEAR FEMA FLOODPLAIN

EXISTING GABION WALL PROTECT IN PLACE

GODSCHALX, WILLIAM J 01-OMCR-0016

BAILEY, JENNA DANIELLE 01-OMCR-0017

ERDMAN, CULLY 01-OMCR-0018

DABNEY, WALTER D TRUSTEE 01-OMCR-0015

COORDINATE POINT TABLE			
POINT ID	NORTHING	EASTING	DESCRIPTION
A	6,651,002.74	2,204,896.30	TOP BACK OF WALL
B	6,651,002.74	2,204,909.07	TOP BACK OF WALL
C	6,650,978.99	2,204,936.74	TOP BACK OF WALL
D	6,650,969.43	2,204,954.73	TOP BACK OF WALL
E	6,650,963.46	2,204,975.35	TOP BACK OF WALL
F	6,650,967.82	2,205,004.80	TOP BACK OF WALL
G	6,650,982.43	2,205,037.27	TOP BACK OF WALL
H	6,650,999.52	2,205,065.02	TOP BACK OF WALL
J	6,651,012.11	2,205,080.99	TOP BACK OF WALL
K	6,651,017.18	2,205,087.42	TOP BACK OF WALL
L	6,651,016.37	2,205,100.10	TOP BACK OF WALL

GENERAL SHEET NOTES:
 1. RESTORE AND REVEGETATE SITE ACCORDING TO SHEET C-13.

ESTIMATED QUANTITIES:
 GABION WALL: 231 LF
 RIPRAP: 223 CY



DESIGNED ACS	3			
DRAFTED RKC	2			
CHECKED BDM	1			
DATE OCTOBER 2024	NO.	DATE	REVISIONS	BY
				APVD.

SCALE
 AS SHOWN

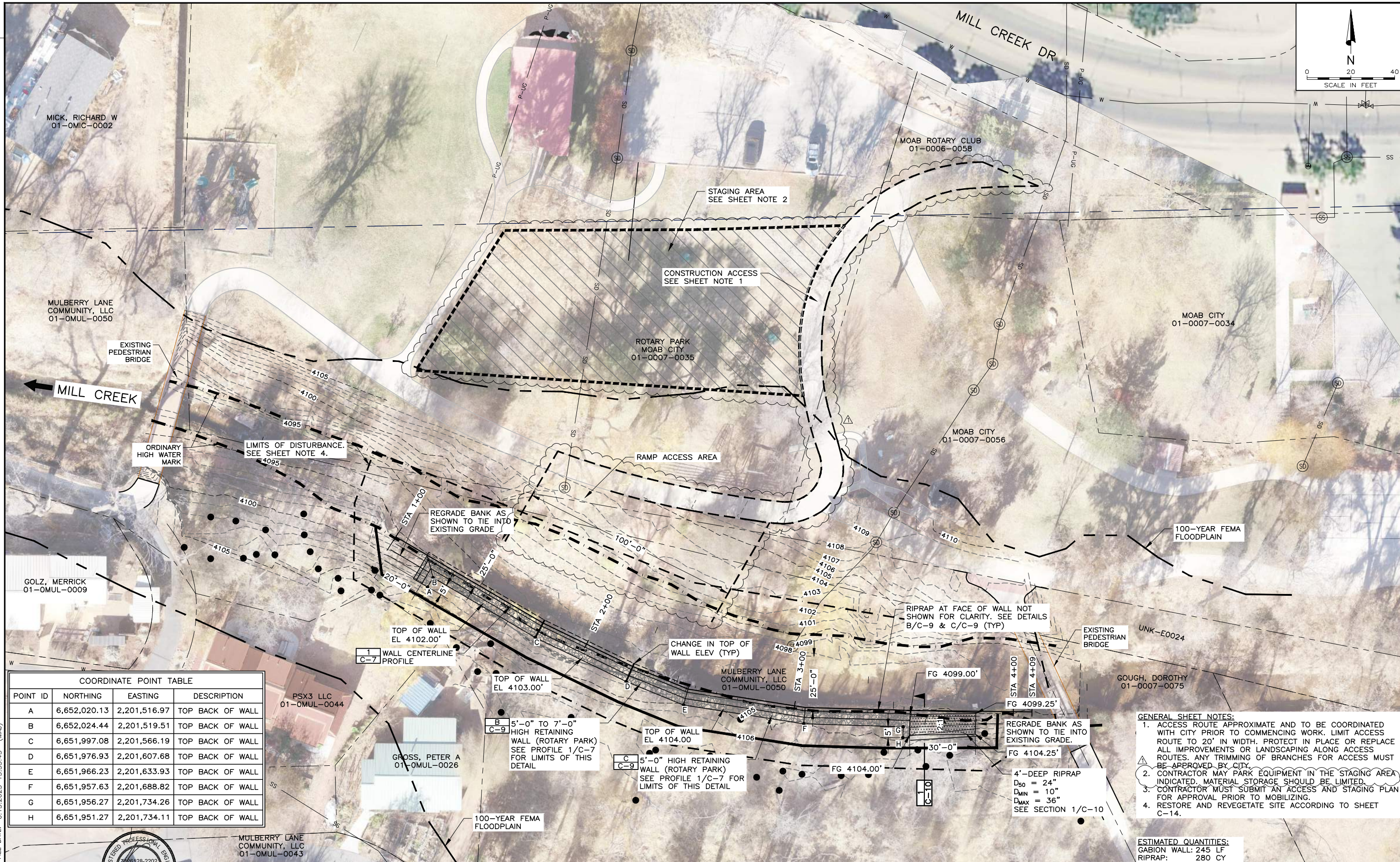
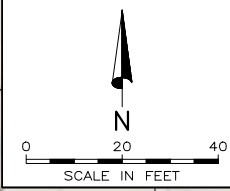


CITY OF MOAB

2022 NRCS EWP MILL CREEK BANK PROTECTION CIVIL SITE PLAN - DREAM DRIVE - SITE NO. 1 (ENLARGED)

SHEET
 C-2
 360.18.100

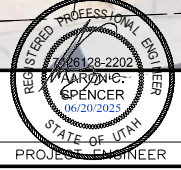
FILE NAME: PROJECTS\360 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\ROTARY PARK\C-3 SITE PLAN - ROTARY PARK.DWG
 FILE DATE: 6/13/2025 13:35:45 (MAY)



COORDINATE POINT TABLE			
POINT ID	NORTHING	EASTING	DESCRIPTION
A	6,652,020.13	2,201,516.97	TOP BACK OF WALL
B	6,652,024.44	2,201,519.51	TOP BACK OF WALL
C	6,651,997.08	2,201,566.19	TOP BACK OF WALL
D	6,651,976.93	2,201,607.68	TOP BACK OF WALL
E	6,651,966.23	2,201,633.93	TOP BACK OF WALL
F	6,651,957.63	2,201,688.82	TOP BACK OF WALL
G	6,651,956.27	2,201,734.26	TOP BACK OF WALL
H	6,651,951.27	2,201,734.11	TOP BACK OF WALL

- GENERAL SHEET NOTES:**
1. ACCESS ROUTE APPROXIMATE AND TO BE COORDINATED WITH CITY PRIOR TO COMMENCING WORK. LIMIT ACCESS ROUTE TO 20' IN WIDTH. PROTECT IN PLACE OR REPLACE ALL IMPROVEMENTS OR LANDSCAPING ALONG ACCESS ROUTES. ANY TRIMMING OF BRANCHES FOR ACCESS MUST BE APPROVED BY CITY.
 2. CONTRACTOR MAY PARK EQUIPMENT IN THE STAGING AREA INDICATED. MATERIAL STORAGE SHOULD BE LIMITED.
 3. CONTRACTOR MUST SUBMIT AN ACCESS AND STAGING PLAN FOR APPROVAL PRIOR TO MOBILIZING.
 4. RESTORE AND REVEGETATE SITE ACCORDING TO SHEET C-14.

ESTIMATED QUANTITIES:
 GABION WALL: 245 LF
 RIPRAP: 280 CY



DESIGNED	ACS	3			
DRAFTED	RKC	2			
CHECKED	BDM	1/16/25	REVISED STAGING AREA AND CONSTRUCTION ACCESS, NOTE 2 UPDATE	DCL	BDM
DATE	OCTOBER 2024	NO.	DATE	BY	APVD.

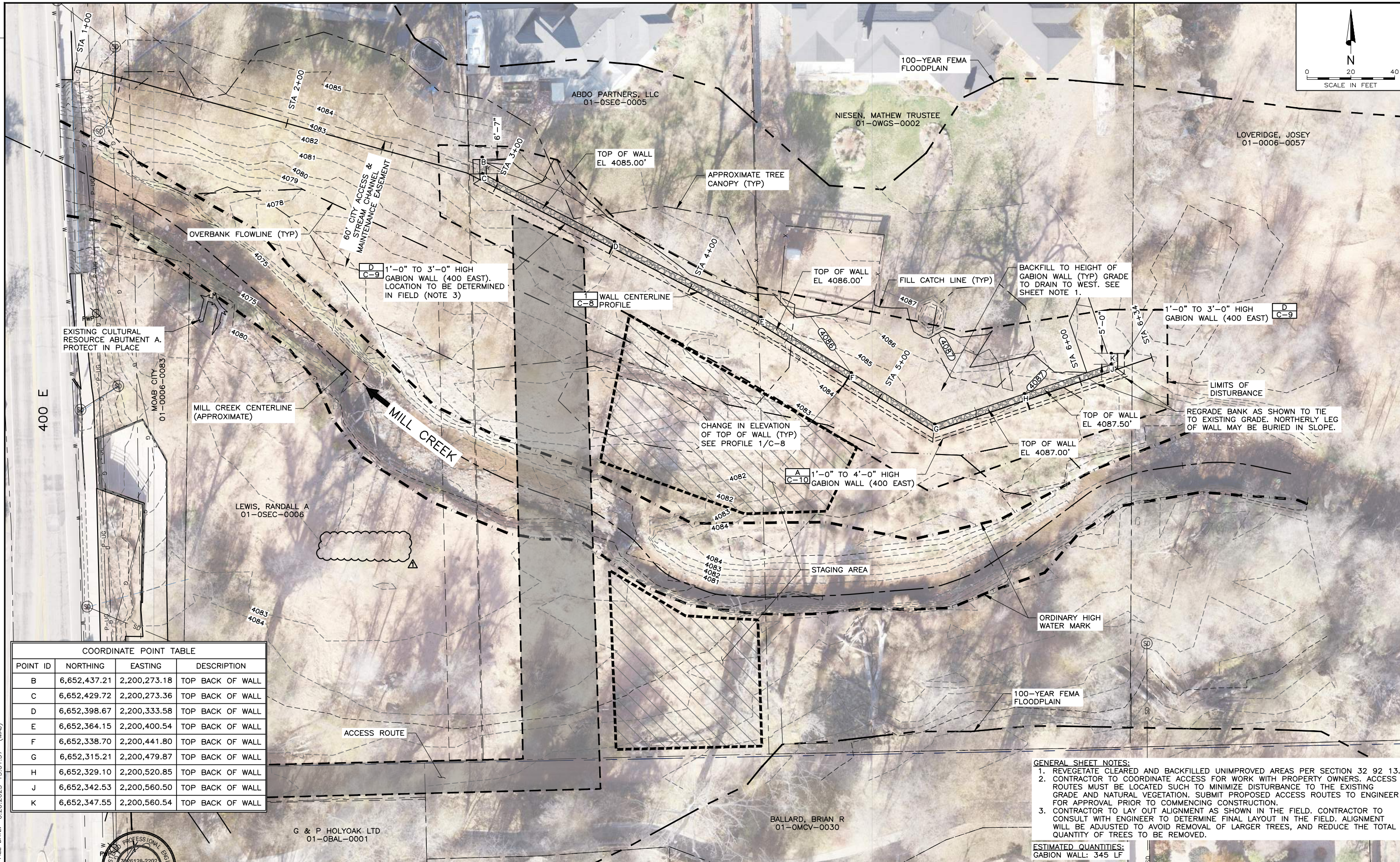
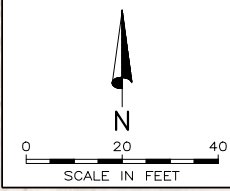
SCALE: AS SHOWN

CITY OF MOAB

2022 NRCS EWP MILL CREEK BANK PROTECTION
 CIVIL
 SITE PLAN - ROTARY PARK - SITE NO. 2

SHEET
C-3
 380.18.100

FILE NAME: PROJECTS\360 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\400 EAST - EAST SIDE\C-4 SITE PLAN - 400 EAST - EAST SIDE - R1.DWG
 FILE DATE: 6/20/2025 13:01:57 (MAJ)



EXISTING CULTURAL RESOURCE ABUTMENT A. PROTECT IN PLACE

OVERBANK FLOWLINE (TYP)

MILL CREEK CENTERLINE (APPROXIMATE)

D C-9 1'-0" TO 3'-0" HIGH GABIION WALL (400 EAST). LOCATION TO BE DETERMINED IN FIELD (NOTE 3)

WALL CENTERLINE PROFILE C-8

CHANGE IN ELEVATION OF TOP OF WALL (TYP) SEE PROFILE 1/C-8

A C-10 1'-0" TO 4'-0" HIGH GABIION WALL (400 EAST)

BACKFILL TO HEIGHT OF GABIION WALL (TYP) GRADE TO DRAIN TO WEST. SEE SHEET NOTE 1.

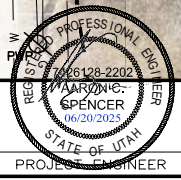
D C-9 1'-0" TO 3'-0" HIGH GABIION WALL (400 EAST)

REGRADE BANK AS SHOWN TO TIE TO EXISTING GRADE. NORTHERLY LEG OF WALL MAY BE BURIED IN SLOPE.

COORDINATE POINT TABLE			
POINT ID	NORTHING	EASTING	DESCRIPTION
B	6,652,437.21	2,200,273.18	TOP BACK OF WALL
C	6,652,429.72	2,200,273.36	TOP BACK OF WALL
D	6,652,398.67	2,200,333.58	TOP BACK OF WALL
E	6,652,364.15	2,200,400.54	TOP BACK OF WALL
F	6,652,338.70	2,200,441.80	TOP BACK OF WALL
G	6,652,315.21	2,200,479.87	TOP BACK OF WALL
H	6,652,329.10	2,200,520.85	TOP BACK OF WALL
J	6,652,342.53	2,200,560.50	TOP BACK OF WALL
K	6,652,347.55	2,200,560.54	TOP BACK OF WALL

- GENERAL SHEET NOTES:**
- REVEGETATE CLEARED AND BACKFILLED UNIMPROVED AREAS PER SECTION 32 92 13.
 - CONTRACTOR TO COORDINATE ACCESS FOR WORK WITH PROPERTY OWNERS. ACCESS ROUTES MUST BE LOCATED SUCH TO MINIMIZE DISTURBANCE TO THE EXISTING GRADE AND NATURAL VEGETATION. SUBMIT PROPOSED ACCESS ROUTES TO ENGINEER FOR APPROVAL PRIOR TO COMMENCING CONSTRUCTION.
 - CONTRACTOR TO LAY OUT ALIGNMENT AS SHOWN IN THE FIELD. CONTRACTOR TO CONSULT WITH ENGINEER TO DETERMINE FINAL LAYOUT IN THE FIELD. ALIGNMENT WILL BE ADJUSTED TO AVOID REMOVAL OF LARGER TREES, AND REDUCE THE TOTAL QUANTITY OF TREES TO BE REMOVED.

ESTIMATED QUANTITIES:
 GABIION WALL: 345 LF



DESIGNED ACS	3		
DRAFTED RKC	2		
CHECKED BDM	2/5/25	NRCS COMMENTS	
DATE	OCTOBER 2024	NO.	DATE

REVISIONS

SCALE
 AS SHOWN

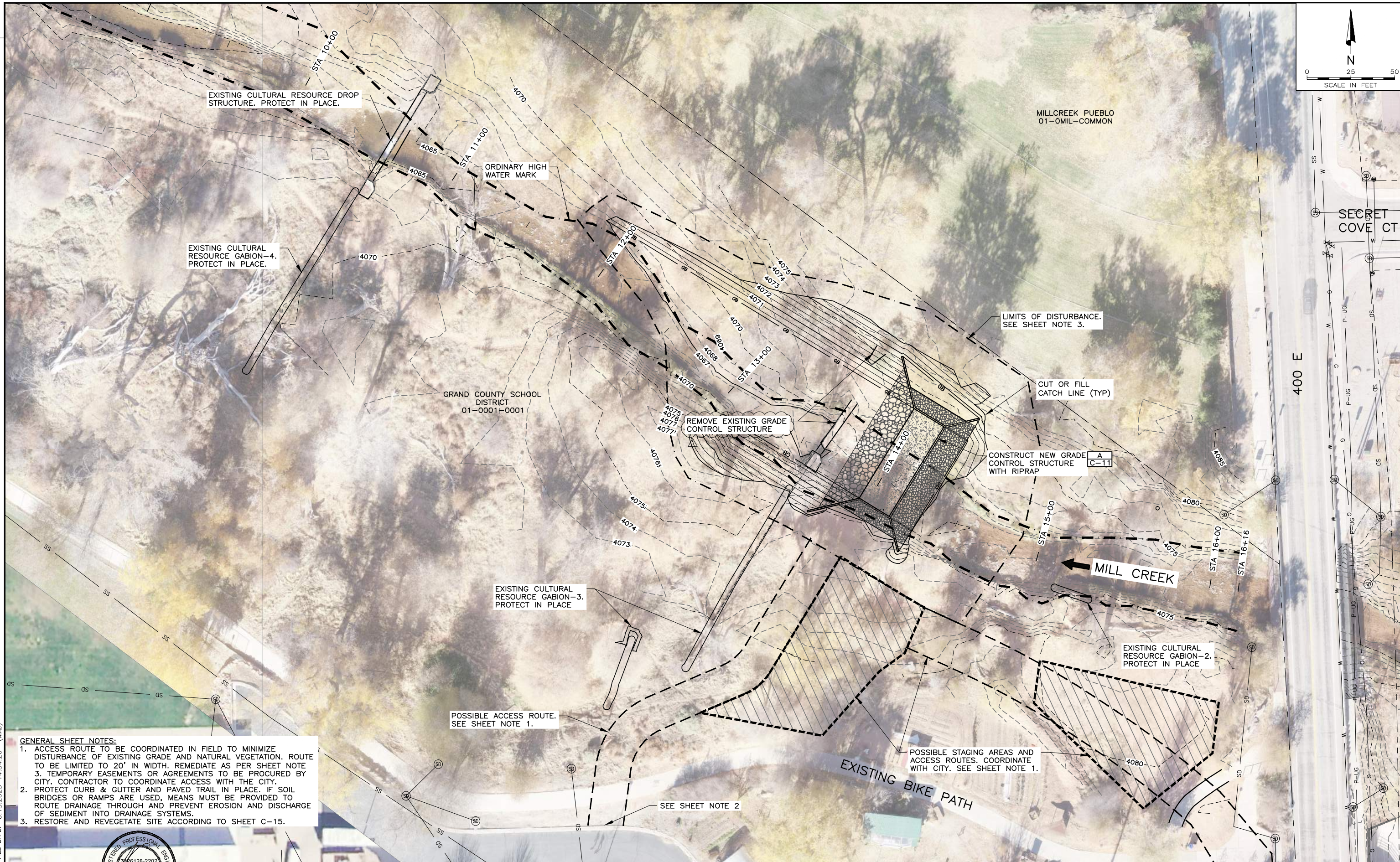
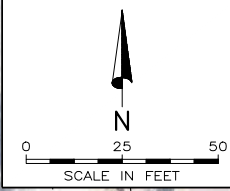


CITY OF MOAB

2022 NRCS EWP MILL CREEK BANK PROTECTION
 CIVIL
 SITE PLAN - 400 EAST - EAST SIDE - SITE NO. 3

SHEET
 C-4
 360.18.100

FILE NAME: PROJECTS\360 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\400 EAST - WEST SIDE\C-5 SITE PLAN - 400 EAST - WEST SIDE - R1.DWG
 FILE DATE: 6/18/2025 14:54:26 (MAJ)



GENERAL SHEET NOTES:
 1. ACCESS ROUTE TO BE COORDINATED IN FIELD TO MINIMIZE DISTURBANCE OF EXISTING GRADE AND NATURAL VEGETATION. ROUTE TO BE LIMITED TO 20' IN WIDTH. REMEDIATE AS PER SHEET NOTE 3. TEMPORARY EASEMENTS OR AGREEMENTS TO BE PROCURED BY CITY. CONTRACTOR TO COORDINATE ACCESS WITH THE CITY.
 2. PROTECT CURB & GUTTER AND PAVED TRAIL IN PLACE. IF SOIL BRIDGES OR RAMPS ARE USED, MEANS MUST BE PROVIDED TO ROUTE DRAINAGE THROUGH AND PREVENT EROSION AND DISCHARGE OF SEDIMENT INTO DRAINAGE SYSTEMS.
 3. RESTORE AND REVEGETATE SITE ACCORDING TO SHEET C-15.



DESIGNED	ACS	3			
DRAFTED	RKC	2			
CHECKED	BDM	1	6/10/25	NATIONAL NRCS COMMENTS	MAJ ACS
DATE	OCTOBER 2024	NO.	DATE	REVISIONS	BY

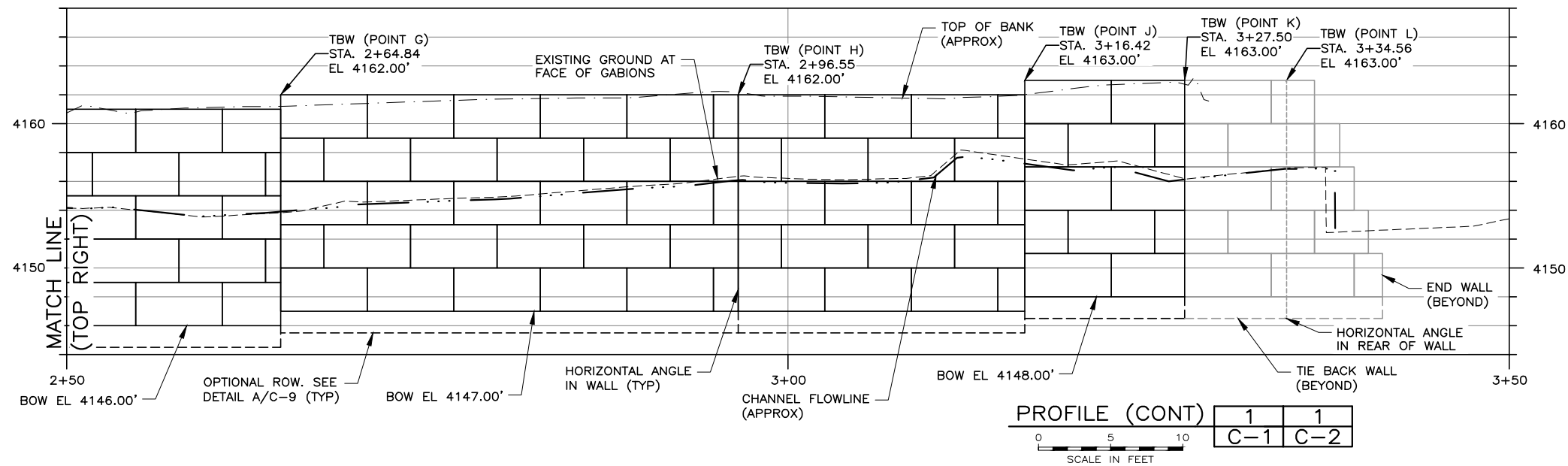
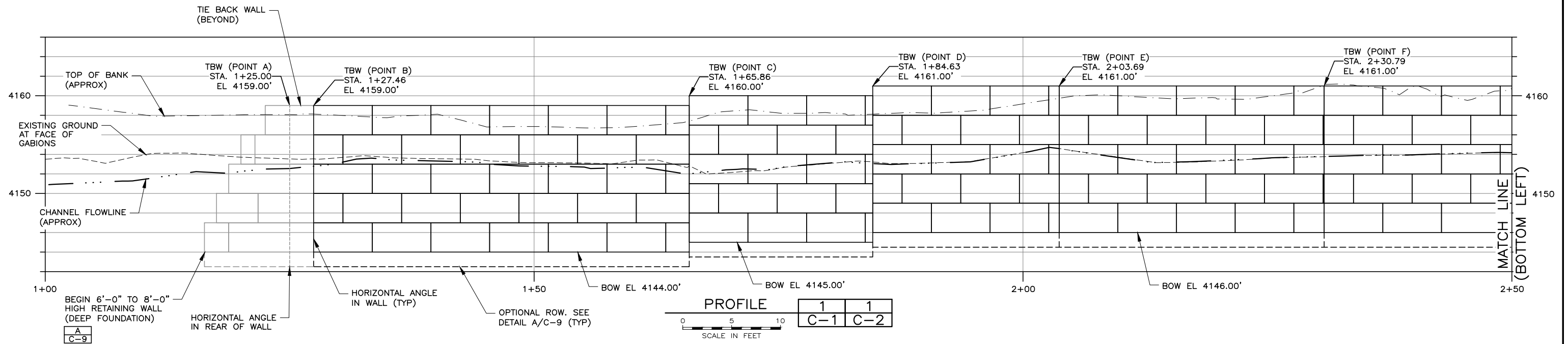
SCALE
AS SHOWN



2022 NRCS EWP MILL CREEK BANK PROTECTION
 CIVIL
 SITE PLAN - 400 EAST - WEST SIDE - SITE NO. 4

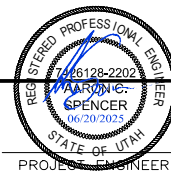
SHEET
C-5
360.18.100

FILE NAME: F:\PROJECTS\380 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD_DREAM_DRIVE\C-6 WALL PROFILE - DREAM_DRIVE_R1.DWG
 FILE DATE: 6/20/2025 12:39:16 (MAJ)



GENERAL SHEET NOTES:

- EXCAVATED CHANNEL TO BE BACKFILLED TO MATCH EXISTING FLOWLINE AND EXISTING GROUND AT THE FACE OF THE GABIONS AS SHOWN IN THE DETAILS ON SHEETS C-9 AND C-10. BACK OF WALL TO BE BACKFILLED AS SHOWN IN APPLICABLE DETAILS ON SHEETS C-9 AND C-10.
- ITEMS LABELED AS "BEYOND" AND DRAWN IN GRAY ARE NOT DIRECTLY ON THE ALIGNMENT, AND THEREFORE "BEYOND" THE PLANE OF THE PROFILE, BUT HAVE STILL BEEN SHOWN. SEE PLAN VIEW ON SHEET C-1 FOR ADDITIONAL INFORMATION ON THE LAYOUT OF THOSE ITEMS LABELED AS "BEYOND".



DESIGNED ACS 3
 DRAFTED RKC 2
 CHECKED BDM
 DATE OCTOBER 2024

NO. 6/10/25
 NATIONAL NRCS COMMENTS

REVISIONS

SCALE AS SHOWN
 BY MAJ
 APVD. ACS

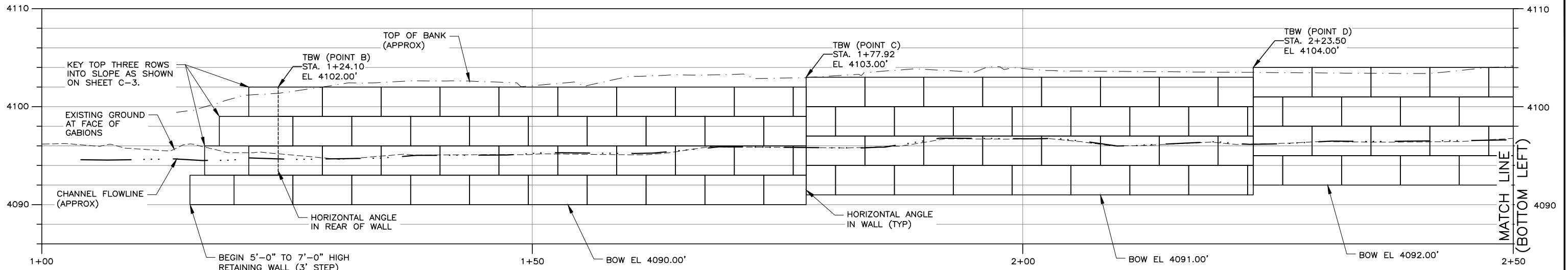


CITY OF MOAB

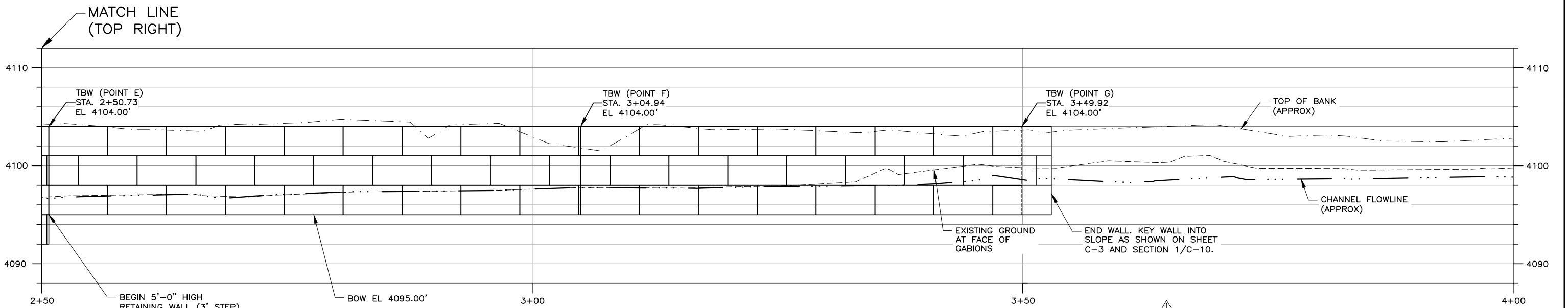
2022 NRCS EWP MILL CREEK BANK PROTECTION
 CIVIL
 WALL PROFILE - DREAM DRIVE - SITE NO. 1

SHEET C-6
 380.18.100

FILE NAME: P:\PROJECTS\380 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\ROTARY PARK\C-7 WALL PROFILE - ROTARY PARK_R1.DWG
 FILE DATE: 6/20/2025 12:42:14 (MAJ)

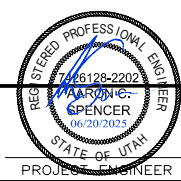


PROFILE 1
 C-3
 SCALE IN FEET
 0 5 10



PROFILE (CONT) 1
 C-3
 SCALE IN FEET
 0 5 10

GENERAL SHEET NOTES:
 1. EXCAVATED CHANNEL TO BE BACKFILLED TO MATCH EXISTING FLOWLINE AND EXISTING GROUND AT THE FACE OF THE GABIONS AS SHOWN IN THE DETAILS ON SHEETS C-9 AND C-10. BACK OF WALL TO BE BACKFILLED AS SHOWN IN APPLICABLE DETAILS ON SHEETS C-9 AND C-10.

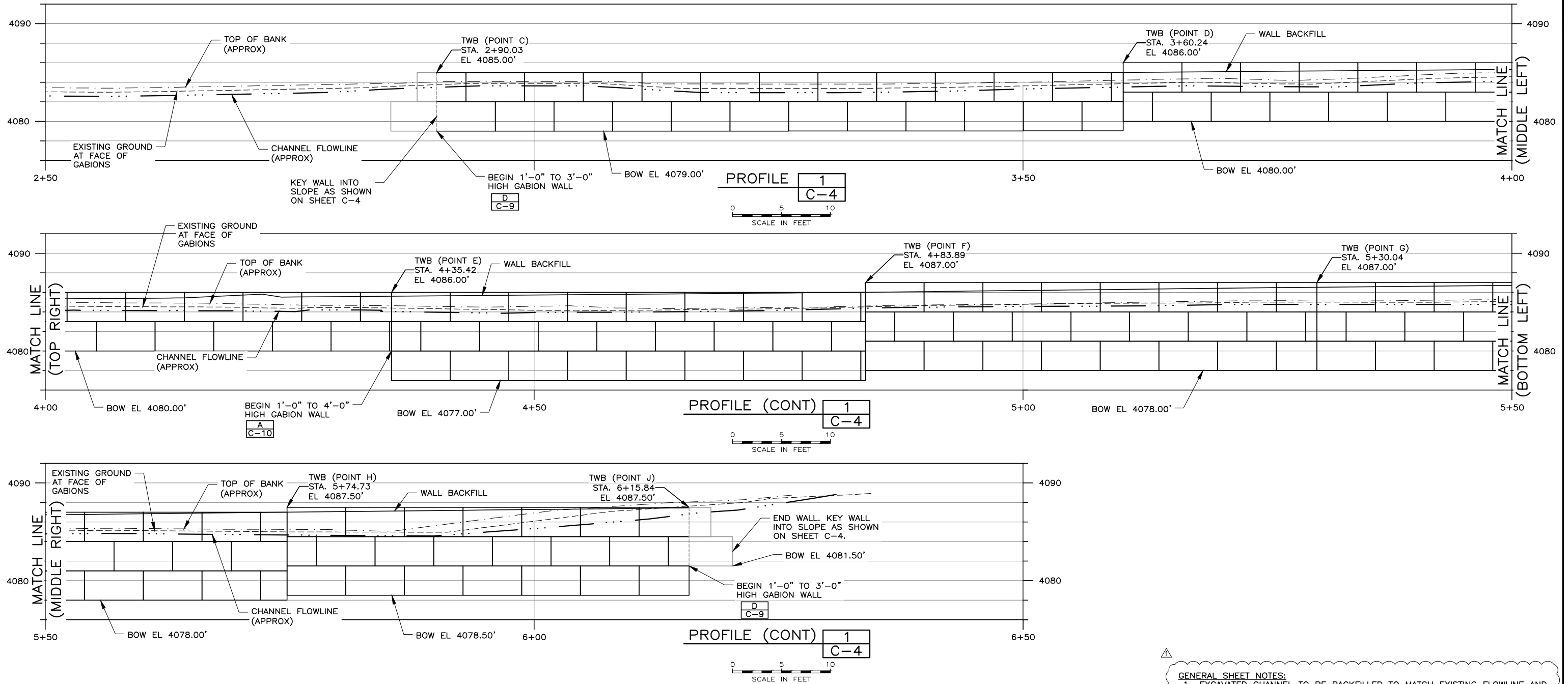


DESIGNED	ACS	3							
DRAFTED	RKC	2							
CHECKED	BDM	1	6/10/25	NATIONAL NRCS COMMENTS					
DATE	OCTOBER 2024	NO.	DATE	REVISIONS					

SCALE AS SHOWN

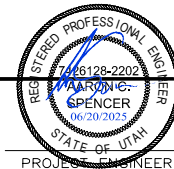
CITY OF MOAB

FILE NAME: P:\PROJECTS\380 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\400 EAST - EAST SIDE\C-8 WALL PROFILE - 400 E EAST SIDE_R1.DWG
 FILE DATE: 6/20/2025 12:43:43 (MAJ)



GENERAL SHEET NOTES:

- EXCAVATED CHANNEL TO BE BACKFILLED TO MATCH EXISTING FLOWLINE AND EXISTING GROUND AT THE FACE OF THE GABIONS AS SHOWN IN THE DETAILS ON SHEETS C-9 AND C-10. BACK OF WALL TO BE BACKFILLED AS SHOWN IN APPLICABLE DETAILS ON SHEETS C-9 AND C-10.
- ITEMS LABELED AS "BEYOND" AND DRAWN IN GRAY ARE NOT DIRECTLY ON THE ALIGNMENT, AND THEREFORE "BEYOND" THE PLANE OF THE PROFILE, BUT HAVE STILL BEEN SHOWN. SEE PLAN VIEW ON SHEET C-1 FOR ADDITIONAL INFORMATION ON THE LAYOUT OF THOSE ITEMS LABELED AS "BEYOND".



DESIGNED	ACS	3			
DRAFTED	RKC	2			
CHECKED	BDM	1	6/10/25	NATIONAL NRCS COMMENTS	
DATE	OCTOBER 2024	NO.	DATE	REVISIONS	

SCALE
AS SHOWN

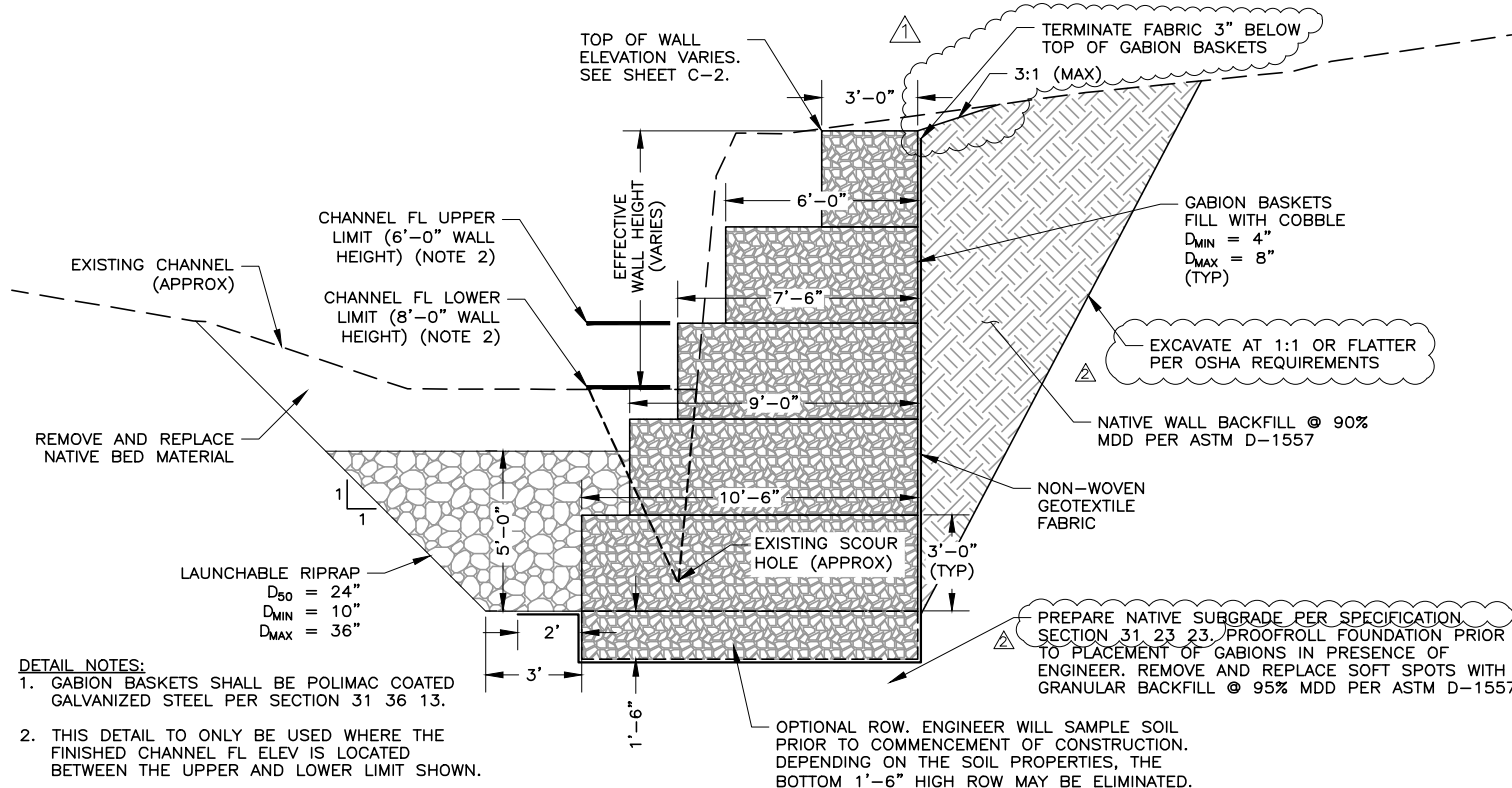


CITY OF MOAB

2022 NRCS EWP MILL CREEK BANK PROTECTION
 CIVIL
 WALL PROFILE - 400 EAST - EAST SIDE - SITE NO. 3

SHEET
C-8
380.18.100

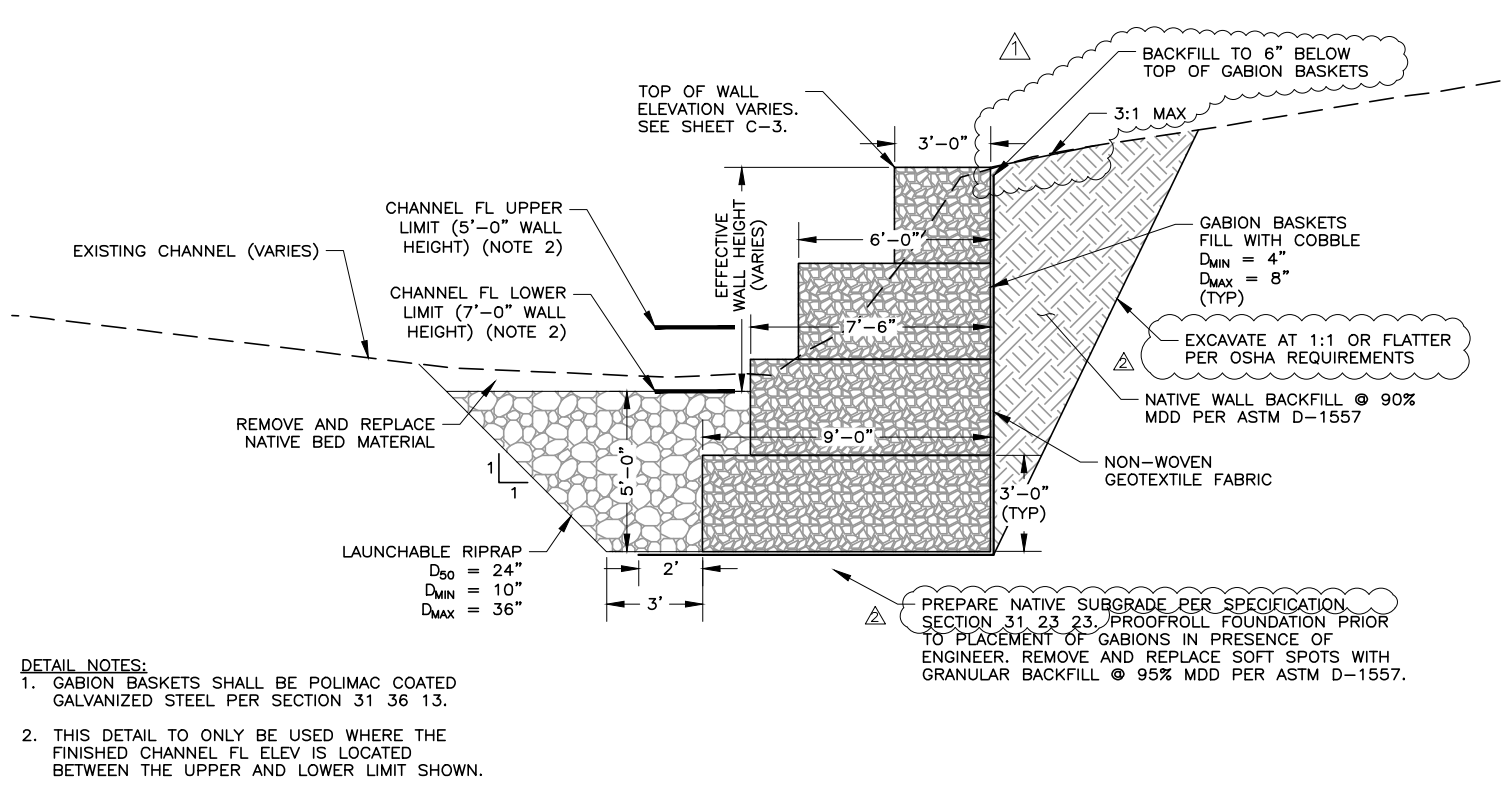
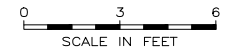
FILE NAME: PROJECTS\380 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\C-9 GABION WALL DETAILS L_R2.DWG
 FILE DATE: 6.20.2025 12:45:20 (MAX)
 7/04



DETAIL NOTES:
 1. GABION BASKETS SHALL BE POLIMAC COATED GALVANIZED STEEL PER SECTION 31 36 13.
 2. THIS DETAIL TO ONLY BE USED WHERE THE FINISHED CHANNEL FL ELEV IS LOCATED BETWEEN THE UPPER AND LOWER LIMIT SHOWN.

6'-0" TO 8'-0" HIGH RETAINING WALL (DREAM DRIVE)

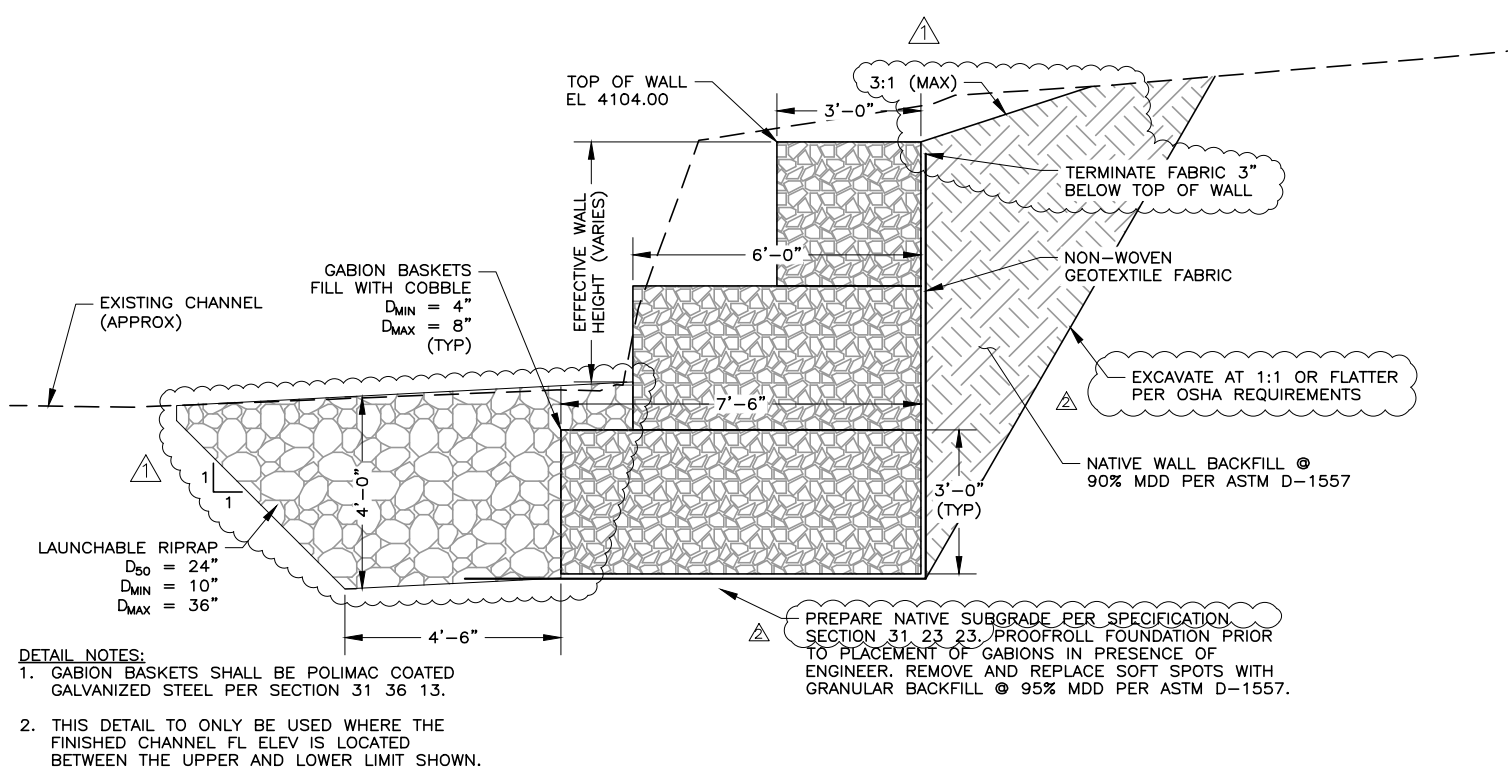
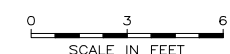
A	A
C-1	C-2



DETAIL NOTES:
 1. GABION BASKETS SHALL BE POLIMAC COATED GALVANIZED STEEL PER SECTION 31 36 13.
 2. THIS DETAIL TO ONLY BE USED WHERE THE FINISHED CHANNEL FL ELEV IS LOCATED BETWEEN THE UPPER AND LOWER LIMIT SHOWN.

5'-0" TO 7'-0" HIGH RETAINING WALL (ROTARY PARK)

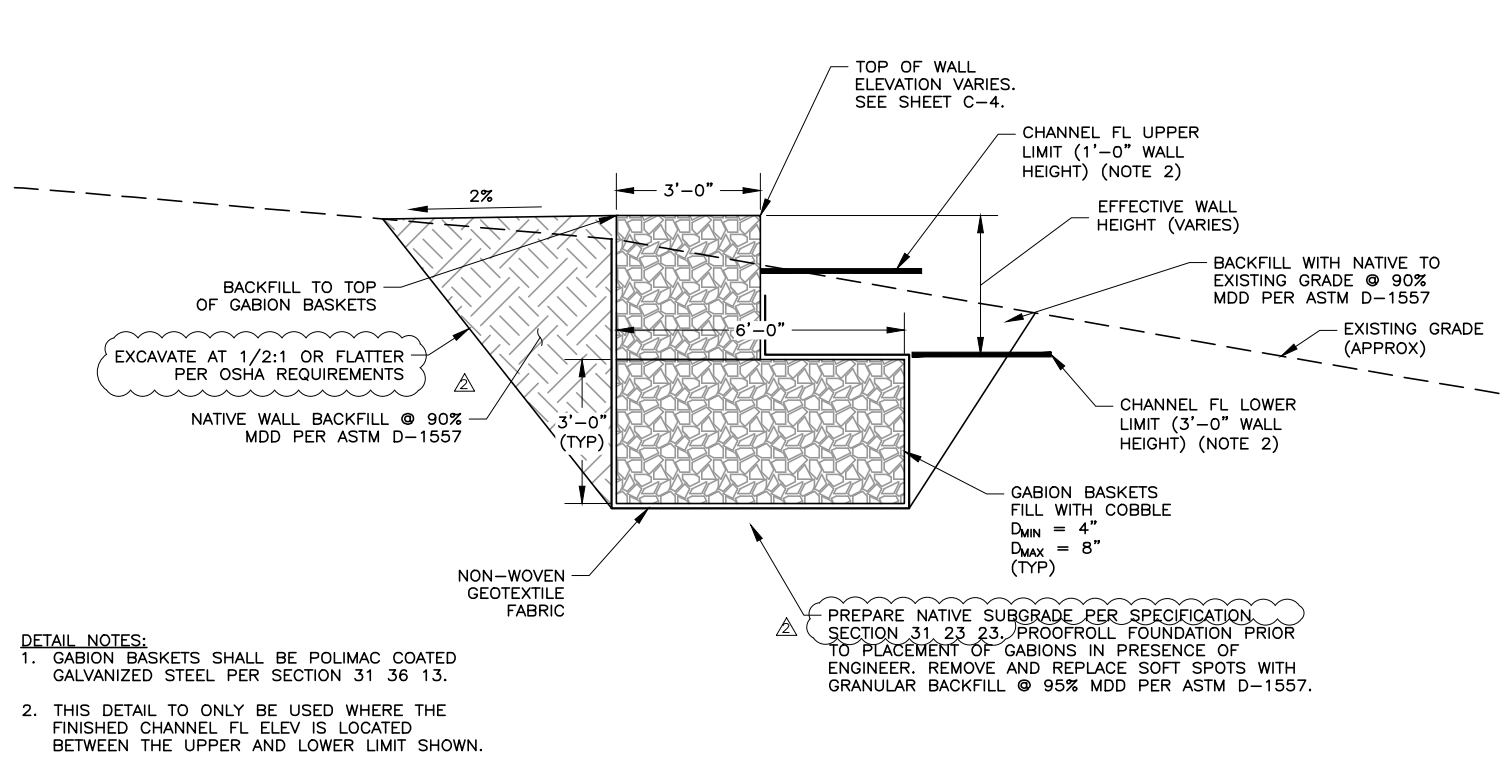
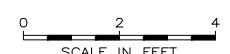
B	C-3
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DETAIL NOTES:
 1. GABION BASKETS SHALL BE POLIMAC COATED GALVANIZED STEEL PER SECTION 31 36 13.
 2. THIS DETAIL TO ONLY BE USED WHERE THE FINISHED CHANNEL FL ELEV IS LOCATED BETWEEN THE UPPER AND LOWER LIMIT SHOWN.

5'-0" HIGH RETAINING WALL (ROTARY PARK)

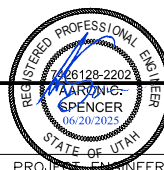
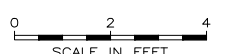
C	C-3
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DETAIL NOTES:
 1. GABION BASKETS SHALL BE POLIMAC COATED GALVANIZED STEEL PER SECTION 31 36 13.
 2. THIS DETAIL TO ONLY BE USED WHERE THE FINISHED CHANNEL FL ELEV IS LOCATED BETWEEN THE UPPER AND LOWER LIMIT SHOWN.

1'-0" TO 3'-0" HIGH GABION WALL (400 EAST)

D	C-4
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DESIGNED	ACS	3	
DRAFTED	RKC	6/10/25	NATIONAL NRCS COMMENTS
CHECKED	BDM	2/2025	NRCS COMMENTS
DATE	OCTOBER 2024	NO.	

REVISIONS

MAJ	ACS	SCALE	AS SHOWN
ACS	BDM		
BY	APVD.		

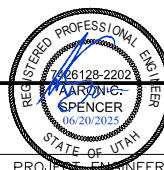
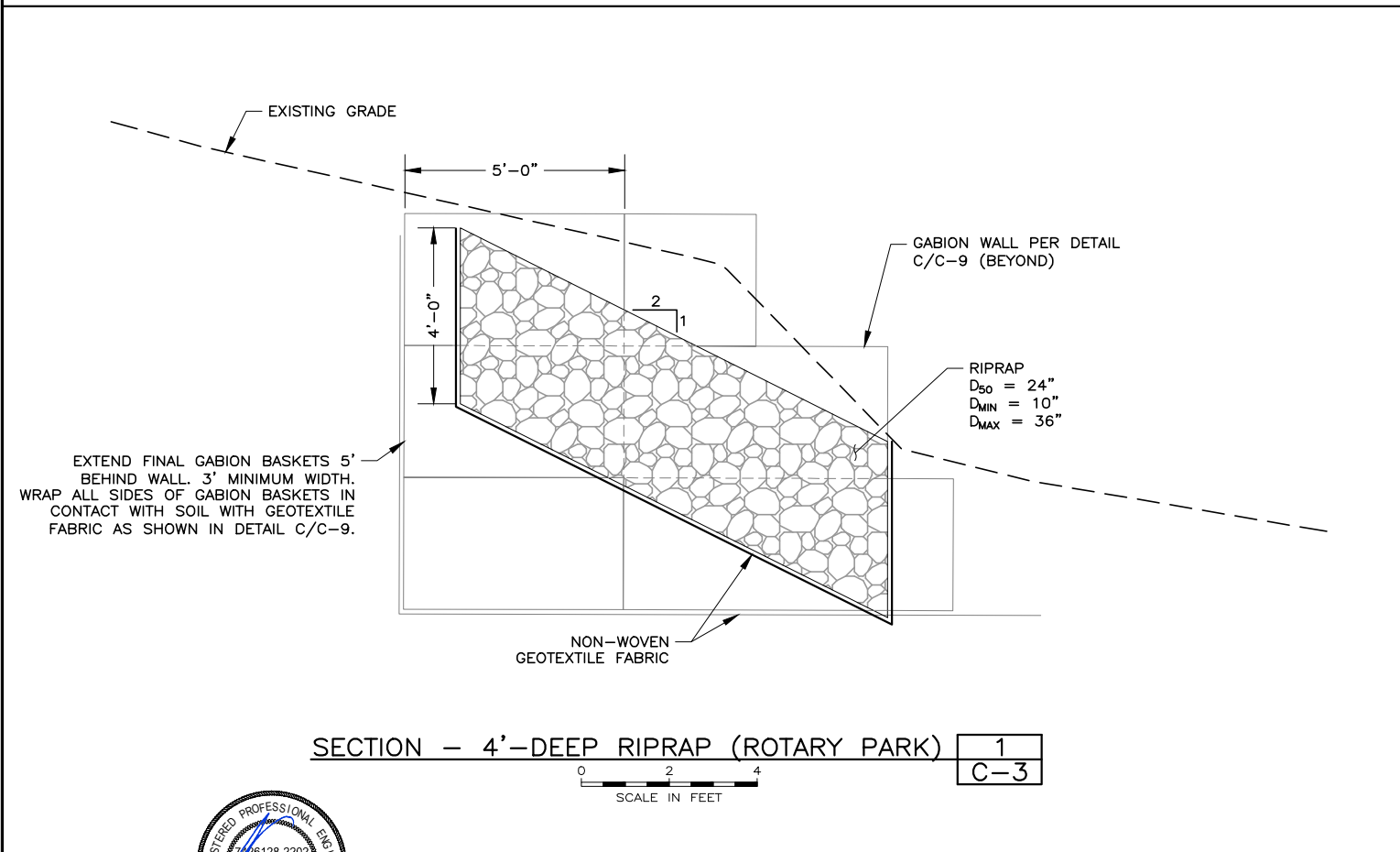
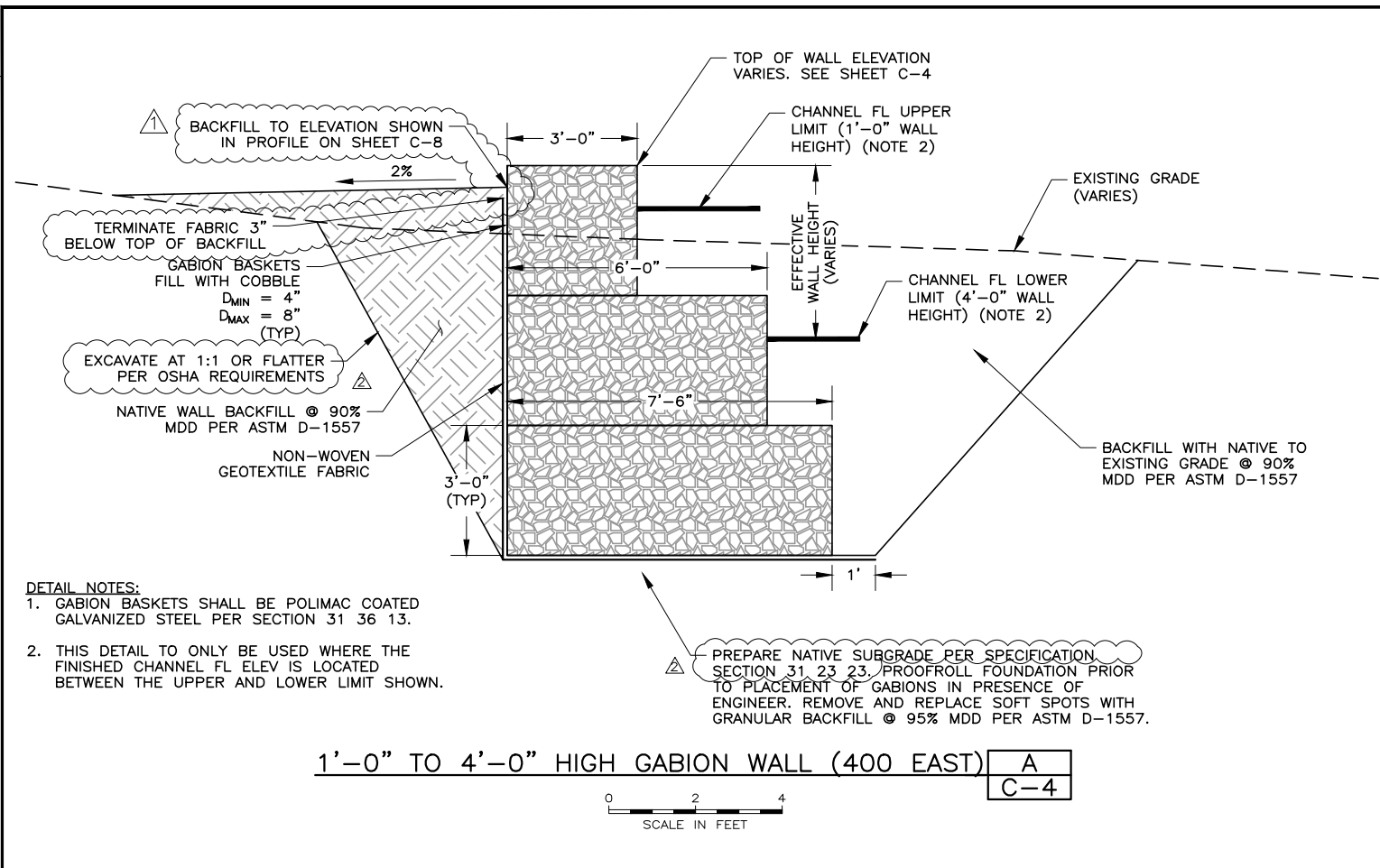


CITY OF MOAB

2022 NRCS EWP MILL CREEK BANK PROTECTION CIVIL GABION WALL DETAILS I

SHEET C-9 380.18.100

FILE NAME: PROJECTS\380 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\C-10 GABION WALL DETAILS II_R2.DWG
 FILE DATE: 6.20.2025 12:46:29 (MAJ)



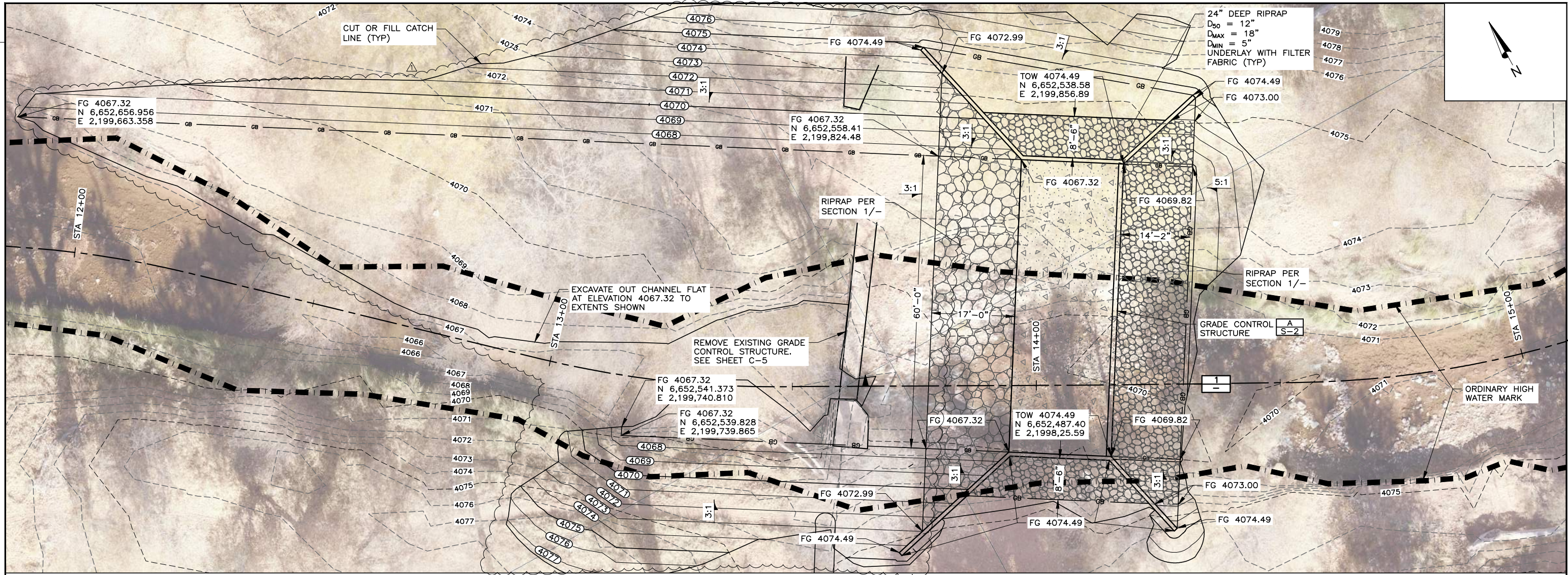
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CHECKED	BDM	2/2025	NRCS COMMENTS	ACS BDM
DATE	OCTOBER 2024	NO.		BY APVD.

SCALE	AS SHOWN
CITY OF MOAB	

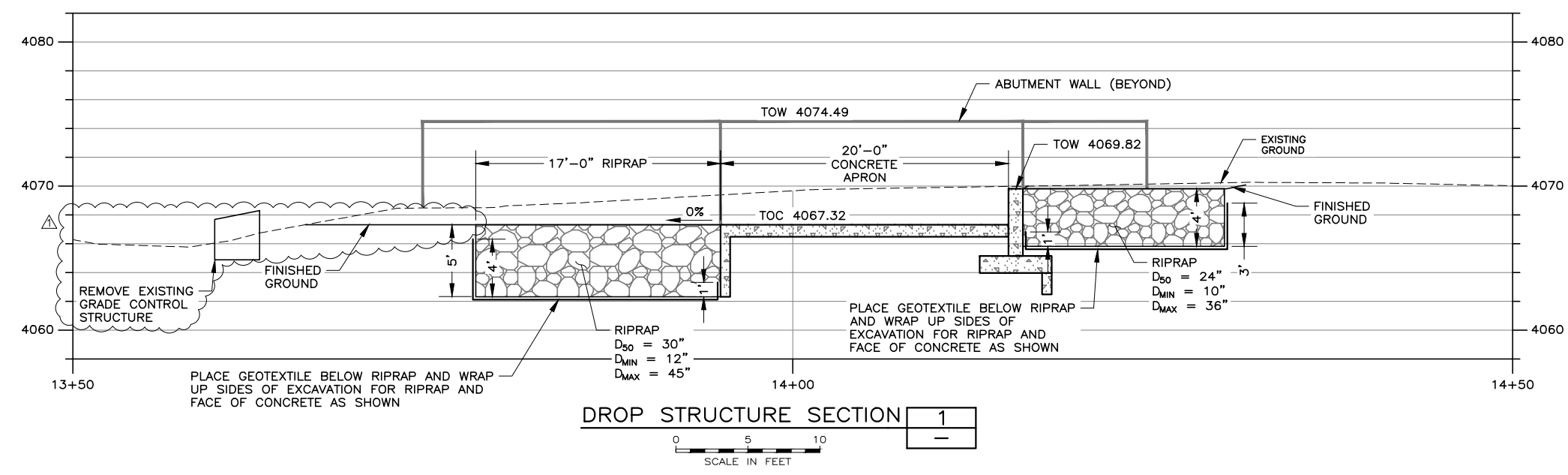
2022 NRCS EWP MILL CREEK BANK PROTECTION CIVIL GABION WALL DETAILS II & SECTION

SHEET
C-10
380.18.100

FILE NAME: PROJECTS\360 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\400 EAST - WEST SIDE\C-11 DROP STRUCTURE PLAN & SECTION_R1.DWG
 FILE DATE: 6/20/2025 12:58:06 (MAX)



DROP STRUCTURE PLAN A
C-5
 SCALE IN FEET



DROP STRUCTURE SECTION 1
 SCALE IN FEET



DESIGNED	ACS	3			
DRAFTED	RKC	2			
CHECKED	BDM	1	6/10/25	NATIONAL NRCS COMMENTS	
DATE	OCTOBER 2024	NO.		REVISIONS	

SCALE
AS SHOWN

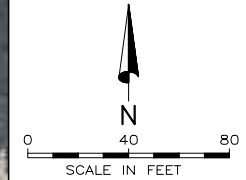


CITY OF MOAB

2022 NRCS EWP MILL CREEK BANK PROTECTION
 CIVIL
 DROP STRUCTURE PLAN & SECTION

SHEET
C-11
380.18.100

FILE NAME: PROJECTS\380 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\C-12 SOIL HAUL FILL PLAN - LARGER FILL.DWG
 FILE DATE: 6/20/2025 12:51:09 (MMJ)



NOTE:
 1. PLACE SEDIMENT IN EXISTING SEDIMENT STOCKPILE AREA
 2. THE CONTOURS SHOWN RAISE EXISTING PAD AREA 8FT AT 4:1 SIDE SLOPES TO TIE INTO EXISTING ACCESS ROAD GRADE (3880 CY)
 3. RESEED SEDIMENT STOCKPILE WITH RIPARIAN SEED MIX PER SECTION 32 92 13.



DESIGNED	ACS	3
DRAFTED	RKC	2
CHECKED	BDM	1
DATE	OCTOBER 2024	NO. DATE

NO.	DATE	REVISIONS	BY	APVD.

SCALE
AS SHOWN

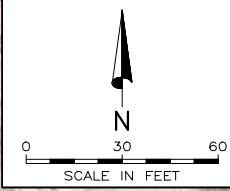


CITY OF MOAB

2022 NRCS EWP MILL CREEK BANK PROTECTION
 CIVIL
 SOIL HAUL FILL PLAN

SHEET
C-12
380.18.100

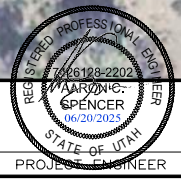
FILE NAME: PROJECTS\360 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\ DREAM DRIVE\C-13 RESTORATION PLAN - DREAM DRIVE.DWG
 FILE DATE: 6.20.2025 12:53:49 (MAY)



GENERAL SHEET NOTES:
 1. REVEGETATE CLEARED AND BACKFILLED UNIMPROVED AREAS PER SECTION 32 92 13. WITHIN 30' OF CHANNEL BANKS, HAND BROADCAST RIPARIAN SEED MIX SHOWN ON THIS SHEET. OUTSIDE THIS 30' BUFFER, HAND BROADCAST UPLAND/GENERAL USE SEED MIX SHOWN ON THIS SHEET.

RIPARIAN SEED MIX	
SPECIES	% OF MIX
BALTIC RUSH (<i>JUNCUS BALTICUS</i>)	10
NEBRASKA SEDGE (<i>CAREX NEBRASCENSIS</i>)	15
ALKALI BULRUSH (<i>BOLBOSCHOENUS MARITIMUS</i>)	25
STREAMBANK WHEATGRASS (<i>ELYMUS LANCEOLATUS</i> SSP. <i>PSAMMOPHILUS</i>)	40
ALKALI SACATON (<i>SPOROBOLUS AIROIDES</i>)	10

UPLANDS/GENERAL USE SEED MIX		
SPECIES	LBS/ACRE	% OF MIX
INLAND SALTGRASS (<i>DISTICHLIS SPICATA</i>)	0.75	4.4
WESTERN WHEATGRASS (<i>PASCOPYRUM SMITHII</i>)	4.00	23.5
STREAMBANK WHEATGRASS (<i>ELYMUS LANCEOLATUS</i> SSP. <i>PSAMMOPHILUS</i>)	3.00	17.6
SLENDER WHEATGRASS (<i>ELYMUS TRACHYCAULUS</i> SSP. <i>TRACHYCAULUS</i>)	3.50	20.6
ALKALI SACATON (<i>SPOROBOLUS AIROIDES</i>)	0.25	1.5
SIDEOATS GRAMA (<i>BOUTELOUA CURTIPENDULA</i>)	1.75	10.3
MEADOW SEDGE (<i>CAREX PRAEGRACILIS</i>)	0.25	1.5
BLUE FLAX (<i>LINUM PERENNE</i>)	1.00	5.9
BLANKET FLOWER (<i>GAILLARDIA ARISTATA</i>)	1.00	5.9
FIREWHEEL (<i>GAILLARDIA PULCHELLA</i>)	1.00	5.9
WESTERN YARROW (<i>ACHILLEA MILLEFOLIUM</i> VAR. <i>OCIDENTALIS</i>)	0.25	1.5
MEXICAN HAT (<i>RATIBIDA COLUMNIFERA</i> FORMA <i>PULCHERRIMA</i>)	0.25	1.5
TOTAL	17.00	100.0



DESIGNED	ACS	3	DATE	NO.	DATE	REVISIONS	BY	APVD.
DRAFTED	RKC	2						
CHECKED	BDM	1						
DATE	OCTOBER 2024							

SCALE
AS SHOWN

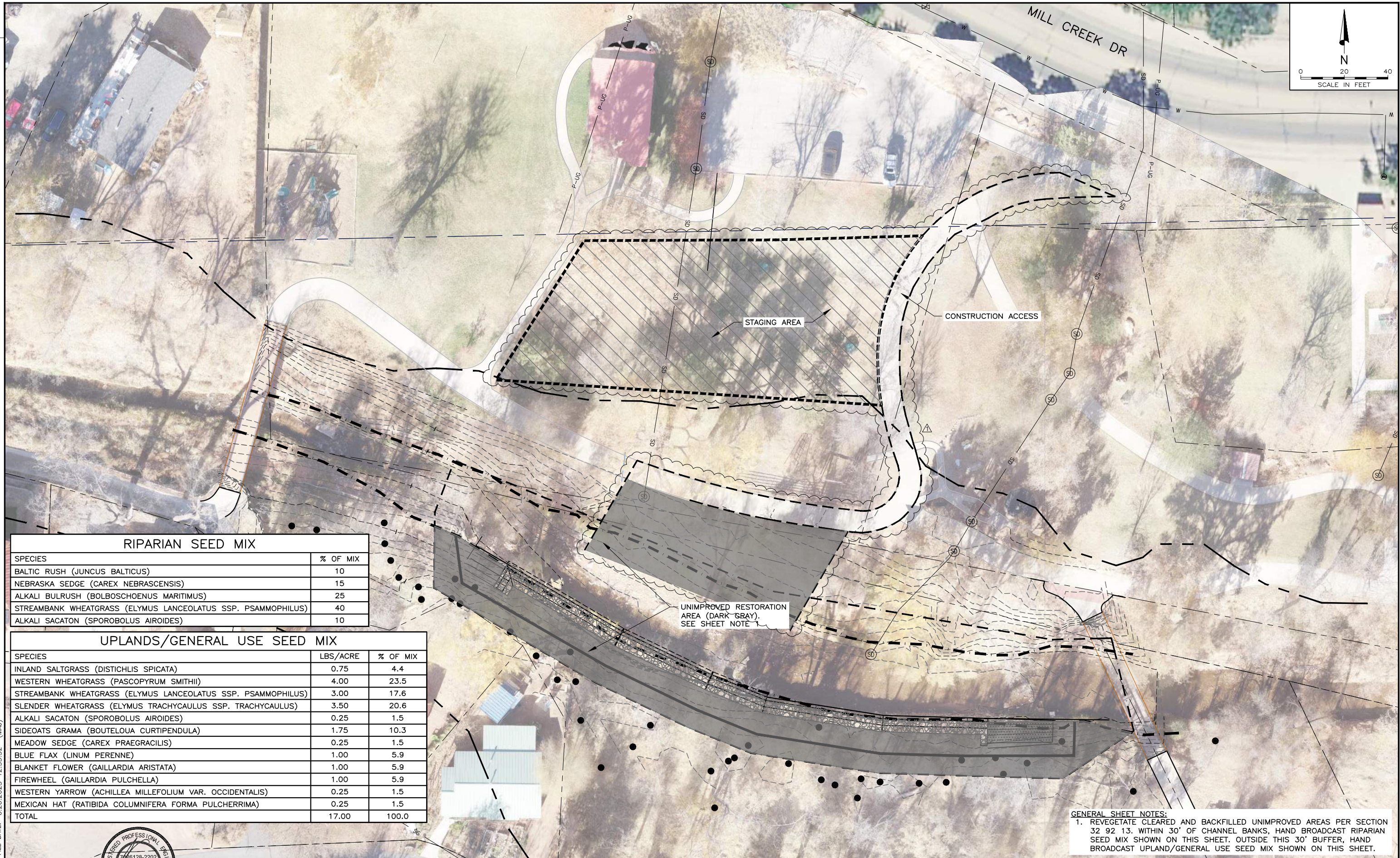


CITY OF MOAB

2022 NRCS EWP MILL CREEK BANK PROTECTION
 CIVIL RESTORATION PLAN - DREAM DRIVE - SITE NO. 1

SHEET
C-13
360.18.100

FILE NAME: PROJECTS\360 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\ROTARY PARK\C-14 RESTORATION PLAN - ROTARY PARK.DWG
 FILE DATE: 6.20.2025 12:55:32 (MAJ)



RIPARIAN SEED MIX

SPECIES	% OF MIX
BALTIC RUSH (JUNCUS BALTICUS)	10
NEBRASKA SEDGE (CAREX NEBRASCENSIS)	15
ALKALI BULRUSH (BOLBOSCHOENUS MARITIMUS)	25
STREAMBANK WHEATGRASS (ELYMUS LANCEOLATUS SSP. PSAMMOPHILUS)	40
ALKALI SACATON (SPOROBOLUS AIROIDES)	10

UPLANDS/GENERAL USE SEED MIX

SPECIES	LBS/ACRE	% OF MIX
INLAND SALTGRASS (DISTICHLIS SPICATA)	0.75	4.4
WESTERN WHEATGRASS (PASCOPYRUM SMITHII)	4.00	23.5
STREAMBANK WHEATGRASS (ELYMUS LANCEOLATUS SSP. PSAMMOPHILUS)	3.00	17.6
SLENDER WHEATGRASS (ELYMUS TRACHYCAULUS SSP. TRACHYCAULUS)	3.50	20.6
ALKALI SACATON (SPOROBOLUS AIROIDES)	0.25	1.5
SIDEOATS GRAMA (BOUPELLOUA CURTIPENDULA)	1.75	10.3
MEADOW SEDGE (CAREX PRAEGRACILIS)	0.25	1.5
BLUE FLAX (LINUM PERENNE)	1.00	5.9
BLANKET FLOWER (GAILLARDIA ARISTATA)	1.00	5.9
FIREWHEEL (GAILLARDIA PULCHELLA)	1.00	5.9
WESTERN YARROW (ACHILLEA MILLEFOLIUM VAR. OCCIDENTALIS)	0.25	1.5
MEXICAN HAT (RATIBIDA COLUMNIFERA FORMA PULCHERRIMA)	0.25	1.5
TOTAL	17.00	100.0

GENERAL SHEET NOTES:
 1. REVEGETATE CLEARED AND BACKFILLED UNIMPROVED AREAS PER SECTION 32 92 13. WITHIN 30' OF CHANNEL BANKS, HAND BROADCAST RIPARIAN SEED MIX SHOWN ON THIS SHEET. OUTSIDE THIS 30' BUFFER, HAND BROADCAST UPLAND/GENERAL USE SEED MIX SHOWN ON THIS SHEET.



DESIGNED ACS	3				
DRAFTED RKC	2				
CHECKED BDM	1	1/16/25	REVISED STAGING AREA AND CONSTRUCTION ACCESS	DCL	BDM
DATE	OCTOBER 2024	NO.	DATE	BY	APVD.

SCALE
AS SHOWN

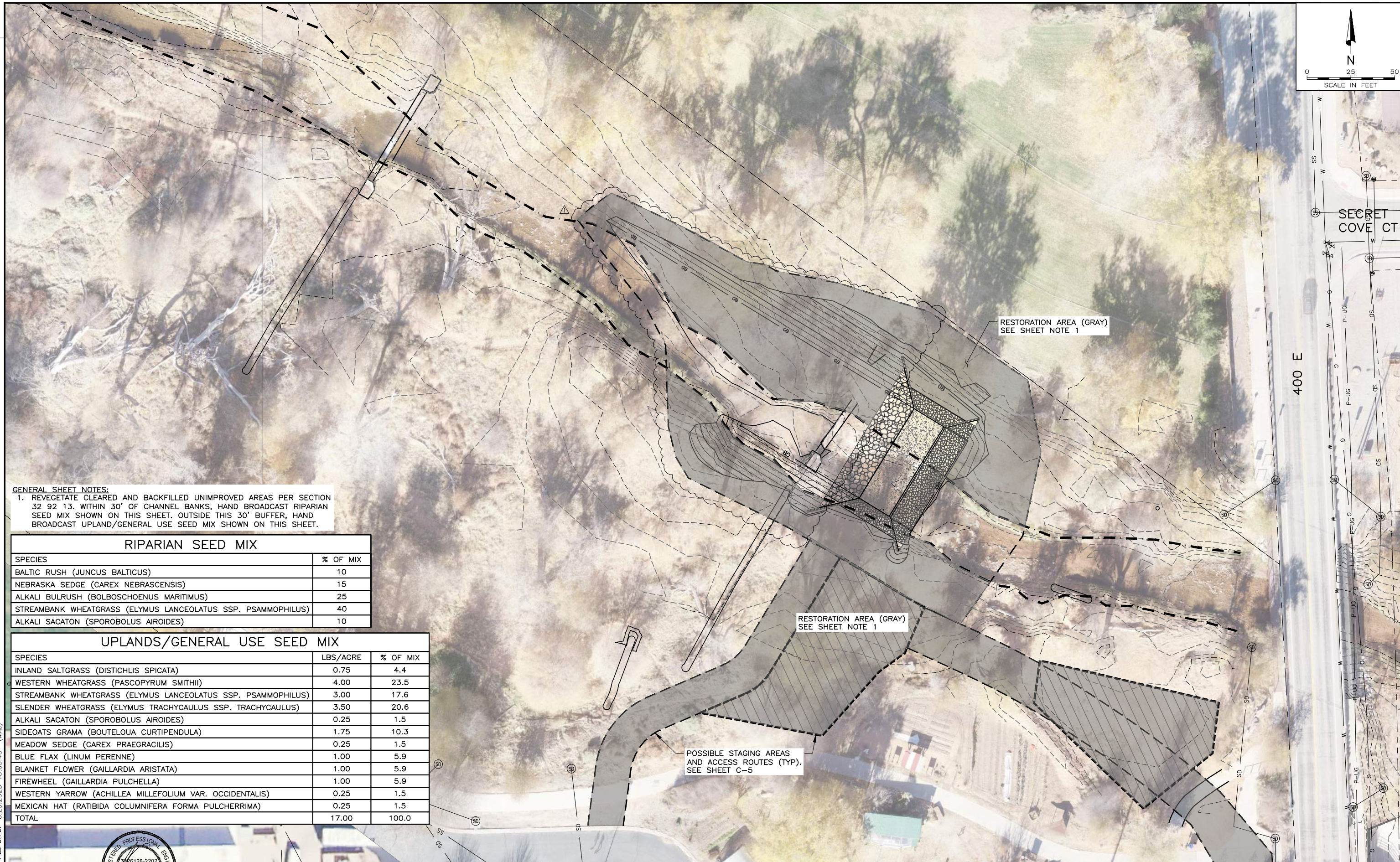
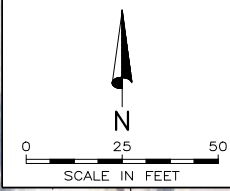


CITY OF MOAB

2022 NRCS EWP MILL CREEK BANK PROTECTION
 CIVIL RESTORATION PLAN - ROTARY PARK - SITE NO. 2

SHEET
C-14
360.18.100

FILE NAME: PROJECTS\380 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\400 EAST - WEST SIDE\C-15 RESTORATION PLAN - 400 EAST - WEST SIDE - WEST SIDE - R1.DWG
 FILE DATE: 6/20/2025 13:03:43 (MAY)



GENERAL SHEET NOTES:
 1. REVEGETATE CLEARED AND BACKFILLED UNIMPROVED AREAS PER SECTION 32 92 13. WITHIN 30' OF CHANNEL BANKS, HAND BROADCAST RIPARIAN SEED MIX SHOWN ON THIS SHEET. OUTSIDE THIS 30' BUFFER, HAND BROADCAST UPLAND/GENERAL USE SEED MIX SHOWN ON THIS SHEET.

RIPARIAN SEED MIX

SPECIES	% OF MIX
BALTIC RUSH (JUNCUS BALTICUS)	10
NEBRASKA SEDGE (CAREX NEBRASCENSIS)	15
ALKALI BULRUSH (BOLBOSCHOENUS MARITIMUS)	25
STREAMBANK WHEATGRASS (ELYMUS LANCEOLATUS SSP. PSAMMOPHILUS)	40
ALKALI SACATON (SPOROBOLUS AIROIDES)	10

UPLANDS/GENERAL USE SEED MIX

SPECIES	LBS/ACRE	% OF MIX
INLAND SALTGRASS (DISTICHLIS SPICATA)	0.75	4.4
WESTERN WHEATGRASS (PASCOPYRUM SMITHII)	4.00	23.5
STREAMBANK WHEATGRASS (ELYMUS LANCEOLATUS SSP. PSAMMOPHILUS)	3.00	17.6
SLENDER WHEATGRASS (ELYMUS TRACHYCAULUS SSP. TRACHYCAULUS)	3.50	20.6
ALKALI SACATON (SPOROBOLUS AIROIDES)	0.25	1.5
SIDEOATS GRAMA (BOUTELOUA CURTIPENDULA)	1.75	10.3
MEADOW SEDGE (CAREX PRAEGRACILIS)	0.25	1.5
BLUE FLAX (LINUM PERENNE)	1.00	5.9
BLANKET FLOWER (GAILLARDIA ARISTATA)	1.00	5.9
FIREWHEEL (GAILLARDIA PULCHELLA)	1.00	5.9
WESTERN YARROW (ACHILLEA MILLEFOLIUM VAR. OCCIDENTALIS)	0.25	1.5
MEXICAN HAT (RATIBIDA COLUMNIFERA FORMA PULCHERRIMA)	0.25	1.5
TOTAL	17.00	100.0



DESIGNED ACS	3				
DRAFTED RKC	2				
CHECKED BD	1	6/10/25	NATIONAL NRCS COMMENTS	RKC	ACS
DATE	OCTOBER 2024	NO.	DATE	BY	APVD.
REVISIONS					

SCALE
AS SHOWN

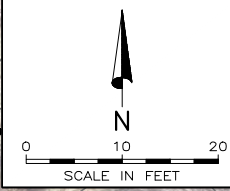


CITY OF MOAB

2022 NRCS EWP MILL CREEK BANK PROTECTION CIVIL RESTORATION PLAN - 400 EAST - WEST SIDE - SITE NO. 4

SHEET
C-15
380.18.100

FILE NAME: PROJECTS\380 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\ DREAM DRIVE\C-16 DEWATERING PLAN - DREAM DRIVE.DWG
 FILE DATE: 6.20.2025 13:05:27 (MAJ)



MILL CREEK FLOW RATE:
 WINTER TYPICAL = 10 TO 20 CFS
 HIGHER FLOWS CAN OCCUR
 DEPENDING ON STORMS

OPTION 2: GRAVITY PIPE TO RUN ON TOP
 OF NATURAL GRADE AS SHOWN. PIPE TO
 BE SIZED BY CONTRACTOR (30" MIN).
 PIPE TO FLOW UNDER COFFERDAM AND
 RUN ALONG NORTH SIDE OF CREEK.

OPTION 1: OPEN 20 CFS DITCH TO
 RUN ALONG NORTH SIDE OF CREEK.
 DITCH TO BE SIZED BY CONTRACTOR.

OPTION 2 TEMPORARY COFFERDAM.
 SEE SHEET C-19 FOR COFFERDAM
 CONCEPT DETAILS

OPTION 1 TEMPORARY COFFERDAM.
 SEE SHEET C-19 FOR COFFERDAM
 CONCEPT DETAILS

ORDINARY HIGH
 WATER MARK

DISCHARGE POINT

INLET POINT

MILL CREEK

MILL CREEK VILLAGE LLC
 01-OPWH-0007

RILEY, ANDREW A
 01-OPWH-0009

MILL CREEK VILLAGE
 PROPERTY OWNERS' ASSOC
 INC, THE
 01-OMCR-0100

DABNEY, WALTER D
 TRUSTEE
 01-OMCR-0015

BAILEY, JENNA DANIELLE
 01-OMCR-0017

GODSCHALX, WILLIAM J
 01-OMCR-0016

ERDMAN, CULLY
 01-OMCR-0018

RETAINING WALL
 PUMP SEEPAGE AND GROUNDWATER
 OUT OF EXCAVATED AREA WITH
 CONSTRUCTION DEWATERING PUMPS

LIMITS OF DISTURBANCE

100-YEAR FEMA FLOODPLAIN

ESTIMATED IMPACTS:

OPTION 1:	
COFFERDAM	~130 SF
OPEN DITCH	~600 SF
OPTION 2:	
COFFERDAM	~100 SF
PIPE TRENCH	0 SF



DESIGNED	ACS	3			
DRAFTED	RKC	2			
CHECKED	BDM	1			
DATE	OCTOBER 2024	NO.		DATE	
REVISIONS			BY	APVD.	

SCALE
 AS SHOWN

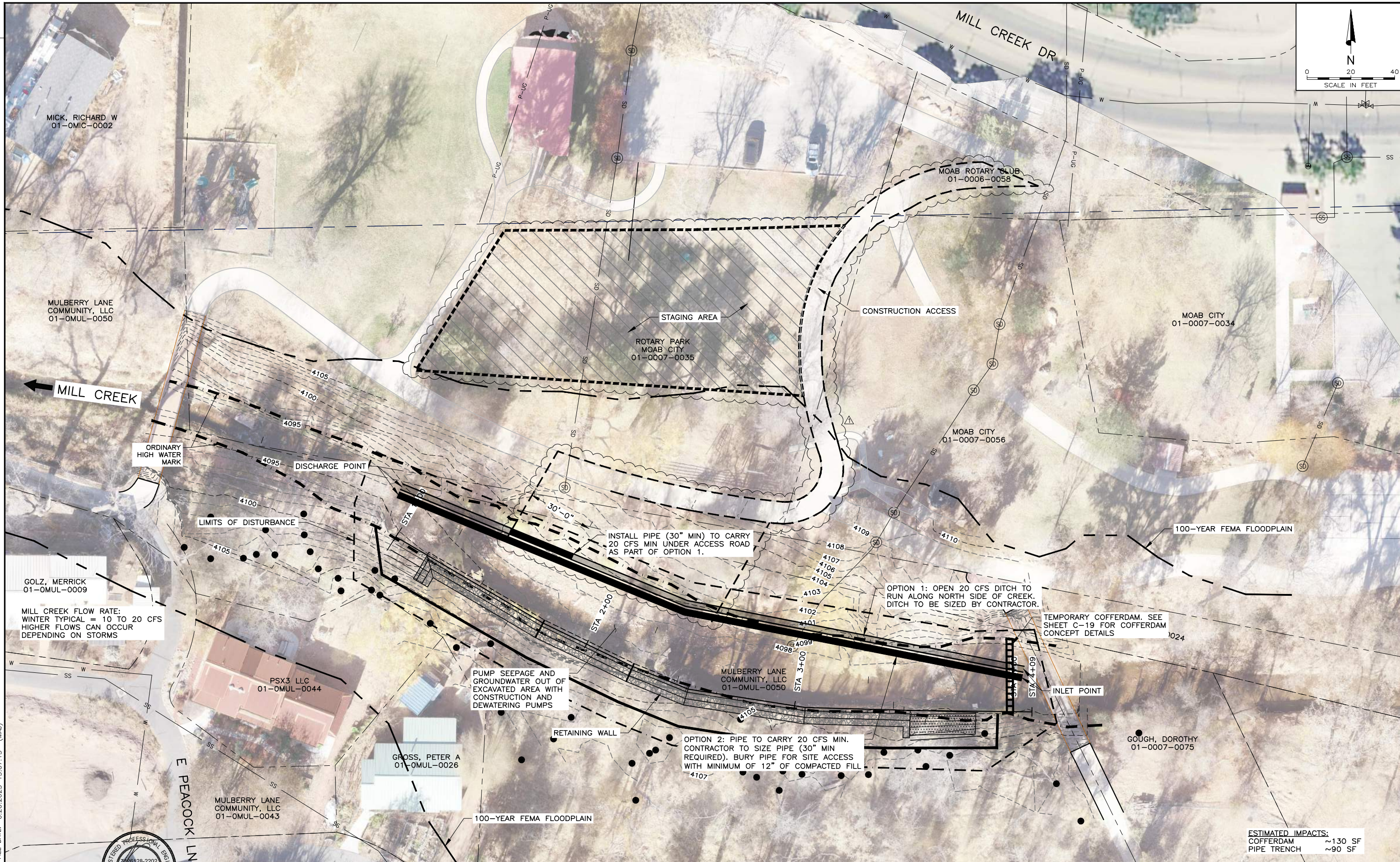
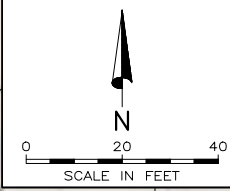


CITY OF MOAB

2022 NRCS EWP MILL CREEK BANK PROTECTION
 CIVIL
 DEWATERING PLAN - DREAM DRIVE - SITE NO. 1

SHEET
 C-16
 380.18.100

FILE NAME: PROJECTS\380 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\ROTARY PARK\C-17 DEWATERING PLAN - ROTARY PARK.DWG
 FILE DATE: 6.20.2025 13:07:13 (MAJ)

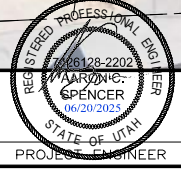


MILL CREEK FLOW RATE:
 WINTER TYPICAL = 10 TO 20 CFS
 HIGHER FLOWS CAN OCCUR
 DEPENDING ON STORMS

OPTION 1: OPEN 20 CFS DITCH TO
 RUN ALONG NORTH SIDE OF CREEK.
 DITCH TO BE SIZED BY CONTRACTOR.

OPTION 2: PIPE TO CARRY 20 CFS MIN.
 CONTRACTOR TO SIZE PIPE (30" MIN
 REQUIRED). BURY PIPE FOR SITE ACCESS
 WITH MINIMUM OF 12" OF COMPACTED FILL

ESTIMATED IMPACTS:
 COFFERDAM ~130 SF
 PIPE TRENCH ~90 SF



DESIGNED ACS	3				
DRAFTED RKC	2				
CHECKED BDM	1/16/25	REVISED STAGING AREA AND CONSTRUCTION ACCESS		DCL	BDM
DATE	OCTOBER 2024	NO.	DATE	REVISIONS	

SCALE
 AS SHOWN

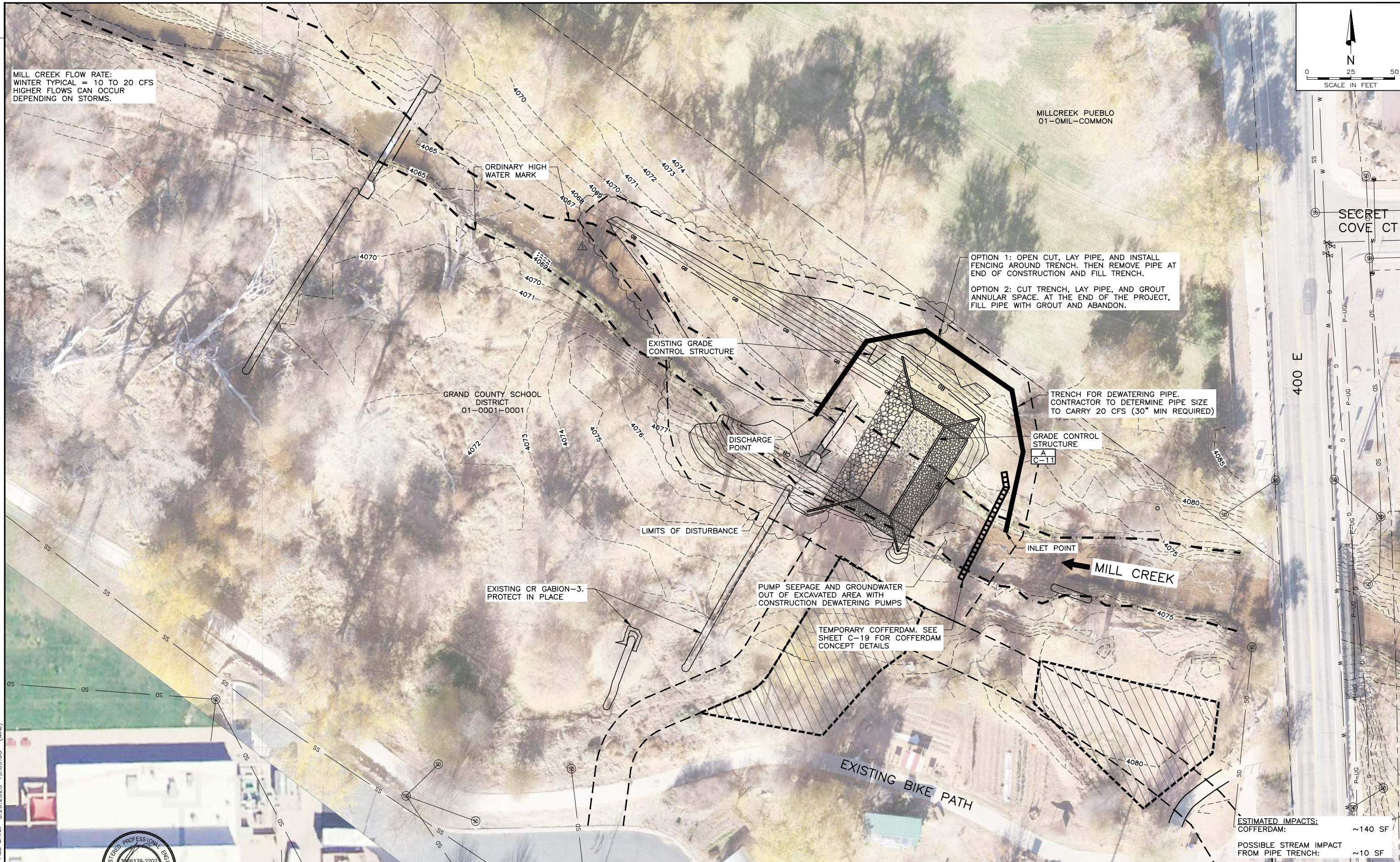
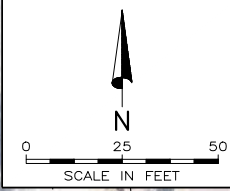


2022 NRCS EWP MILL CREEK BANK PROTECTION
 CIVIL
 DEWATERING PLAN - ROTARY PARK - SITE NO. 2

SHEET
 C-17
 380.18.100

FILE NAME: PROJECTS\380 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\400 EAST - WEST SIDE\18 DEWATERING PLAN - 400 EAST - WEST SIDE - R1.DWG
 FILE DATE: 6/20/2025 13:09:08 (MAY)

MILL CREEK FLOW RATE:
 WINTER TYPICAL = 10 TO 20 CFS
 HIGHER FLOWS CAN OCCUR
 DEPENDING ON STORMS.



ESTIMATED IMPACTS:
 COFFERDAM: ~140 SF
 POSSIBLE STREAM IMPACT FROM PIPE TRENCH: ~10 SF



DESIGNED	ACS	3			
DRAFTED	RKC	2			
CHECKED	BDM	1	6/10/25	NATIONAL NRCS COMMENTS	
DATE	OCTOBER 2024	NO.		REVISIONS	
PROJECT ENGINEER					

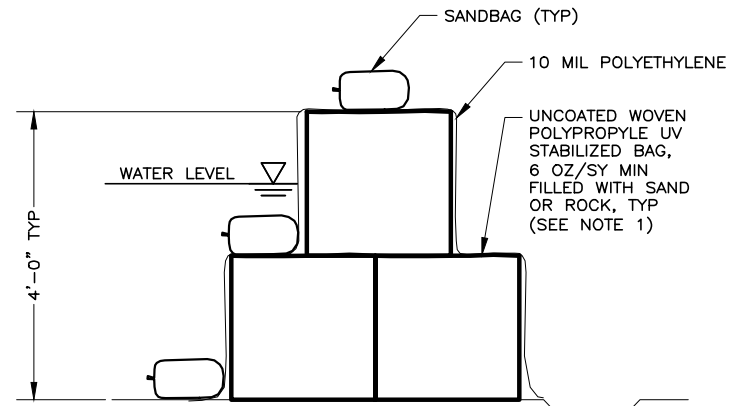
SCALE
 AS SHOWN



2022 NRCS EWP MILL CREEK BANK PROTECTION
 CIVIL
 DEWATERING PLAN - 400 EAST - WEST SIDE - SITE NO. 4

SHEET
 C-18
 380.18.100

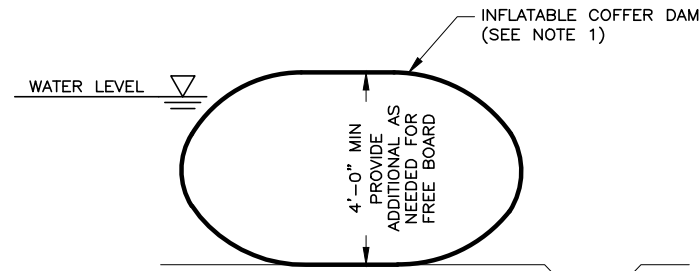
FILE NAME: PROJECTS\380 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\C-19 DEWATERING DETAILS.DWG
 FILE DATE: 6.20.2025 13:11:36 (MAJ)



- NOTES:
- METHOD AND MEANS OF CONSTRUCTING COFFER DAM ARE THE RESPONSIBILITY OF CONTRACTOR. DETAIL IS CONCEPTUAL ONLY.
 - PROVIDE 6 TO 12 INCHES OF FREEBOARD.

"BIG BAG" SANDBAG COFFERDAM CONCEPT
NTS

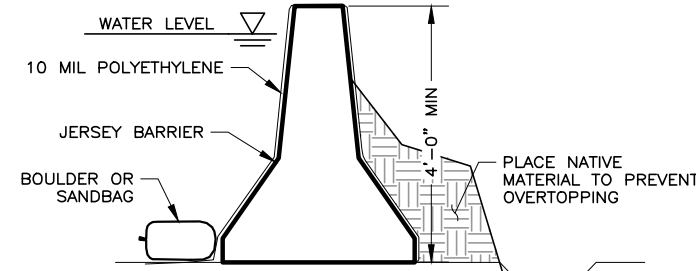
A	A	A
C-16	C-17	C-18



- NOTES:
- METHOD AND MEANS OF CONSTRUCTING COFFER DAM ARE THE RESPONSIBILITY OF CONTRACTOR. DETAIL IS CONCEPTUAL ONLY.

INFLATABLE COFFERDAM CONCEPT
NTS

B	B	B
C-16	C-17	C-18



- NOTES:
- METHOD AND MEANS OF CONSTRUCTING COFFER DAM ARE THE RESPONSIBILITY OF CONTRACTOR. DETAIL IS CONCEPTUAL ONLY.

JERSEY BARRIER COFFERDAM CONCEPT
NTS

C	C	C
C-16	C-17	C-18



DESIGNED	ACS	3	
DRAFTED	RKC	2	
CHECKED	BDM	1	
DATE	OCTOBER 2024	NO.	DATE

REVISIONS	BY	APVD.
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SCALE
AS SHOWN



CITY OF MOAB

2022 NRCS EWP MILL CREEK BANK PROTECTION
CIVIL
DEWATERING DETAILS

SHEET
C-19
380.18.100

STRUCTURAL NOTES

GENERAL NOTES:

- CONTRACTOR AND SUB-CONTRACTORS SHALL PROVIDE SUFFICIENT SKILLED WORKMEN AND SUPERVISORS WHO SHALL BE PRESENT AT ALL TIMES DURING EXECUTION OF THE WORK. A PROJECT MANAGER, SHALL BE ASSIGNED BY CONTRACTOR, AND SHALL BE RESPONSIBLE FOR THE DAILY COORDINATION OF THE PROJECT AND SHALL MAINTAIN ALL REQUIRED DRAWINGS, SPECIFICATIONS, REPORTS, AND OTHER ITEMS FOR REVIEW AT THE SITE.
- ALL CONSTRUCTION SHALL BE ACCORDING TO THE 2021 EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) AS AMENDED BY THE STATE OF UTAH.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND SAFETY IN AND AROUND THE JOB SITE AND/OR ADJACENT PROPERTIES.
- CONTRACTOR AND/OR OWNER SHALL KEEP LOADS ON THE STRUCTURE WITHIN THE LIMITS OF THE DESIGN LOADS BOTH DURING AND AFTER CONSTRUCTION.

DESIGN CRITERIA

- | | |
|---|--|
| 1. RISK CATEGORY: | I |
| 2. IMPORTANCE FACTOR, Is : | 0.80 |
| 3. IMPORTANCE FACTOR, Ie : | 1.00 |
| 4. WIND SPEED (3 SECOND GUST):
EXPOSURE: | 115 MPH (FOR RISK CATEGORY I);
C |
| 5. SEISMIC DESIGN CATEGORY: "B" | |
| SITE CLASS: | "D" |
| PGA: | 0.164g |
| S _{0.2} : | 0.316g |
| S _{0.5} : | 0.152g |
| S _{1.0} : | 0.211g |
| S _{1.5} : | 0.101g |
| 6. GROUND SNOW LOAD (Pg): | 21 PSF |
| 7. SOILS REPORT PROVIDED BY: | MOAB GEOTECHNICAL GROUP (MEMO: MILL CREEK BANK PROTECTION, DATED 11/19/2024) |
-
- | | |
|----------------------------------|--|
| ALLOWABLE SOIL BEARING PRESSURE: | 3000 PSF |
| COEFFICIENT OF FRICTION (u): | 0.35 |
| EFFECTIVE FRICTION ANGLE: | 33 DEGREES (RETAINED), 32 DEGREES (FOUNDATION) |
| UNIT WEIGHT OF SOIL: | 125 PCF |
| ACTIVE PRESSURE: | 34/45 PCF |
| SEISMIC ACTIVE PRESSURE: | +7/7 PCF |
| AT REST PRESSURE: | 57/70 PCF |
| SEISMIC AT REST PRESSURE: | +20/21 PCF |
| PASSIVE PRESSURE: | 625/350 PCF |
| SEISMIC PASSIVE PRESSURE: | 500/585 PCF |

REINFORCED CONCRETE:

- ALL CONCRETE CONSTRUCTION, INCLUDING BENDING OF BARS, SHALL COMPLY WITH ACI "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI 318-14) AND "CODE REQUIREMENTS FOR ENVIRONMENTAL ENGINEERING CONCRETE STRUCTURES" (ACI 350).
- ALL WALL REINFORCEMENT AT CORNERS OR JUNCTIONS OF WALLS SHALL BE CONTINUOUS, LAPPED, OR TERMINATED IN A STANDARD 180 DEGREE HOOK. LAP SPLICES SHALL CONFORM WITH NOTE 4.
- ALL REINFORCING BARS SHALL BE GRADE 60 AND SHALL CONFORM TO ASTM A-615, CURRENT REVISION. REINFORCING STEEL SHALL BE NEW AND FREE FROM RUST, OIL OR OTHER BOND INHIBITOR.
- ALL CONTINUOUS REINFORCING BARS SHALL LAP AT LEAST 40 BAR DIAMETER FOR #6 BARS AND SMALLER AND 45 BAR DIAMETER FOR #7 BARS AND LARGER. SPLICES SHALL BE MADE AWAY FROM POINTS OF MAXIMUM STRESS. MINIMUM LAP SHALL BE 18 IN.
- CONCRETE COVER OVER REINFORCEMENT SHALL BE AS FOLLOWS:
 - CONCRETE EXPOSED TO EARTH, LIQUID, WEATHER OR SLABS SUPPORTING EARTH:
 - WALLS - - - - - 2"
 - FOOTINGS AND SLABS - - - - - 2"
 - CONCRETE PLACED DIRECTLY AGAINST GROUND - - - 3"
 - REINFORCEMENT SHALL BE PLACED WITHIN A TOLERANCE OF ±1/4" OF POSITION SPECIFIED.
- CONCRETE CURING SHALL BE ACCORDANCE WITH THE CONTRACT DOCUMENTS. SOME CONCRETE WORK REQUIRES WATER CURING, AS MEMBRANE CURING IS NOT ALLOWED. CONTRACTOR IS WARNED THAT WATER CURING IS DIFFICULT AT TIMES DUE TO WIND, COLD, OR DRY CONDITIONS. CONTRACTOR SHALL STUDY REQUIREMENTS AND SHALL FURNISH ADEQUATE SYSTEMS TO PROVIDE WATER CURING WHERE REQUIRED. TOP OF WALLS SHALL BE KEPT VISIBLY MOIST AT ALL TIMES AND SHALL BE FLOODED NOT LESS THAN THREE TIMES DAILY.
 - FOR POURING CONCRETE DURING COLD WEATHER:
 - FOLLOW RECOMMENDATIONS CONTAINED IN PUBLICATION ACI 306R "COLD-WEATHER CONCRETING," CURRENT REVISION.
 - PROTECT CONCRETE WORK FROM PHYSICAL DAMAGE OR REDUCED STRENGTH WHICH COULD BE CAUSED BY FROST, FREEZING ACTIONS OR LOW TEMPERATURES.
 - WHEN AIR TEMPERATURE HAS FALLEN TO OR IS EXPECTED TO FALL BELOW 40°F OR 4°C, UNIFORMLY HEAT WATER AND AGGREGATES BEFORE MIXING TO OBTAIN A CONCRETE MIXTURE TEMPERATURE OF NOT LESS THAN 50°F OR 10°C, AND NOT MORE THAN 80°F OR 27°C AT TIME OF PLACEMENT.
 - CONCRETE SHALL BE AIR ENTRAINED WITH AIR CONTENT OF 6% +/- 1% BY VOLUME.
 - DO NOT USE FROZEN MATERIALS OR MATERIALS CONTAINING ICE OR SNOW. DO NOT PLACE CONCRETE ON FROZEN SUBGRADE OR ON SUBGRADE CONTAINING FROZEN MATERIALS.
 - DO NOT USE CALCIUM CHLORIDE, SALT OR OTHER MATERIALS CONTAINING ANTIFREEZE AGENTS OR CHEMICAL ACCELERATORS, UNLESS OTHERWISE APPROVED IN THE MIX DESIGN.
 - COVER AND HEAT CONCRETE FOR A MINIMUM OF 7 DAYS AS RECOMMENDED BY ACI 306R, CURRENT REVISION.
 - FOR POURING CONCRETE DURING HOT WEATHER:
 - FOLLOW RECOMMENDATIONS CONTAINED IN PUBLICATION ACI 305R "HOT-WEATHER CONCRETING," CURRENT REVISION.
 - PROTECT CONCRETE FROM FLASH CURING BY PROVIDING A WATER/MOISTURE CURE FOR 3 DAYS.
 - A 4500 PSI (WITH A 6-1/2 BAG MIX) IS RECOMMENDED FOR THESE CONDITIONS.
- NO BACKFILL SHALL BE PLACED AGAINST WALLS UNTIL CONCRETE HAS REACHED 85 PERCENT OF THE SPECIFIED STRENGTH AND THE CONNECTING SLABS AND BEAMS HAVE BEEN CAST AND HAVE REACHED 85 PERCENT OF THE SPECIFIED STRENGTH.
- CONCRETE TO HAVE A MIN 28 DAY STRENGTH OF 4500 PSI AND A MAXIMUM W/CM RATIO OF 0.42 AND AN AIR CONTENT OF 6 FOR 1" OR 3/4" MINUS AGGREGATE. CONCRETE TO MEET/EXCEED ALL REQUIREMENTS FOR EXPOSURE CATEGORIES: EF2, ES0, EC1, ECA0 & EE1 (PER ACI 350-20).
- CONCRETE MIX SHALL INCLUDE MASTERLIFE CI 222 ADMIXTURE OR APPROVED EQUAL FOR INHIBITION OF CORROSION OF THE REINFORCEMENT. DOSE PER MANUFACTURER'S SPECIFICATIONS.

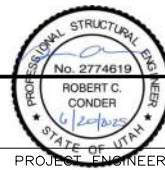
SUBMITTALS:

- THE FOLLOWING INFORMATION AND SUBMITTALS SHALL BE PROVIDED TO THE ENGINEER BEFORE FABRICATION AND/OR DELIVERY TO THE JOBSITE, NOT ALL MAY APPLY.
 - CONCRETE MIX DESIGNS.
 - CONCRETE REINFORCEMENT AND TENDON SHOP DRAWINGS.
 - STRUCTURAL BACKFILL PIT LOCATION AND MATERIAL SPECIFICATION, IF USED ON SITE.
 - STRUCTURAL STEEL SHOP DRAWINGS.

FOUNDATION NOTES

- SOILS REPORT WAS PREPARED FOR THE SITE BY MOAB GEOTECHNICAL GROUP. ALL RECOMMENDATIONS CONTAINED IN THE REPORT SUPERCEDE ALL NOTES IN DRAWINGS.
- FOUNDATIONS FOR PROPOSED GABION WALLS, FOOTINGS, CONCRETE SLABS OR OTHER IMPROVEMENTS SHALL BE PREPARED PER SPECIFICATION SECTION 31 23 23. ALL ORGANIC MATERIALS, RUBBISH, UNSUITABLE FILL, TOPSOIL, ETC. WITHIN THE FOUNDATION FOOTPRINT SHALL BE REMOVED.
- ALL FOOTINGS SHALL BE PLACED ON COMPETENT, UNDISTURBED NATIVE GRANULAR SOILS OR ON COMPACTED STRUCTURAL FILL EXTENDING DOWN TO THE UNDISTURBED NATURAL SAND/GRAVEL. IMPORTED STRUCTURAL FILL SHALL BE COMPACTED TO 95% MAXIMUM DRY DENSITY BASED ON ASTM D1557. SOFT SPOTS WILL BE ADDRESSED PER SPECIFICATION SECTION 31 23 23.
- SLABS SHALL BE PLACED ON COMPACTED GRANULAR BACKFILL. FILL BELOW SLABS SHALL BE AS THICK AS THE SLAB OVER IT, OR A MINIMUM OF 6-INCHES, OR AS OTHERWISE SPECIFIED IN THE DRAWINGS. (OR AS REQUIRED BY GEOTECHNICAL REPORT)
- UNLESS OTHERWISE NOTED, STRUCTURAL BACKFILL SHALL CONFORM TO:
 - IMPORTED GRANULAR MATERIAL SHALL BE FREE OF ORGANIC MATTER AND OTHER DELETERIOUS SUBSTANCES.
 - SHALL COMPLY WITH SPECIFICATIONS FOR GRADATION.
- ALL FREE WATER SHALL BE REMOVED FROM THE FOUNDATION EXCAVATION PRIOR TO PLACING CONCRETE.

FILE NAME: PROJECTS\380 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\S-1 STRUCTURAL NOTES_R2.DWG
FILE DATE: 6.20.2025 13:13:06 (MAJ)



DESIGNED	ACS	3					
DRAFTED	MAJ		6/10/25	NATIONAL NRCS COMMENTS	MAJ	ACS	
CHECKED	BDM	RCC		2/6/25	NRCS COMMENTS	MAJ	ACS
DATE	NOVEMBER 2024	NO.	DATE		BY	APVD.	

SCALE
NONE

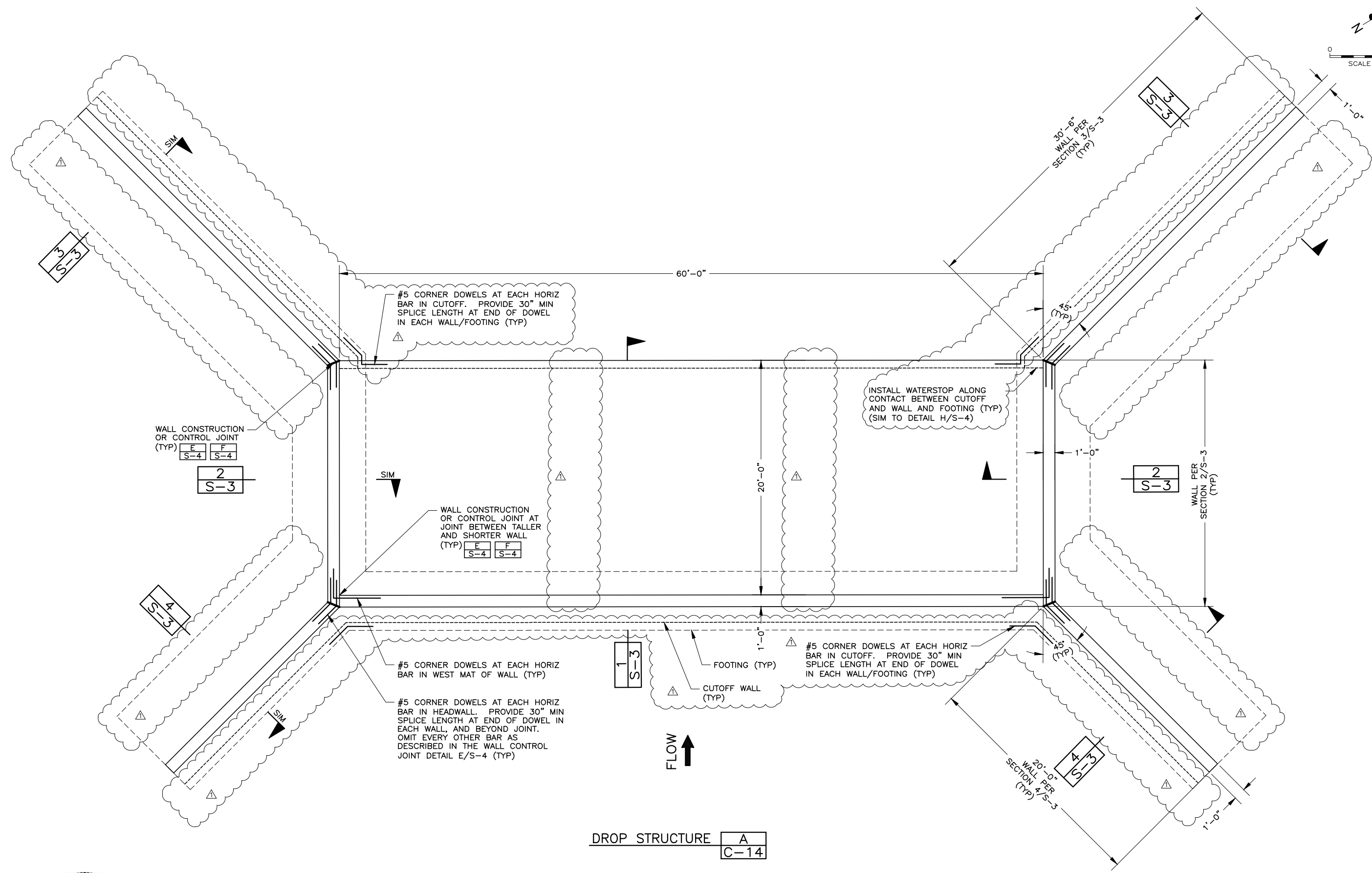
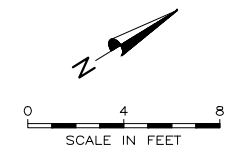


CITY OF MOAB

2022 NRCS EWP MILL CREEK BANK PROTECTION
STRUCTURAL
STRUCTURAL NOTES

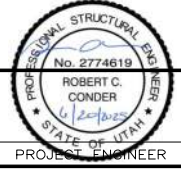
SHEET
S-1
380.18.100

FILE NAME: PROJECTS\380 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\S-2 DROP STRUCTURE PLAN_R1.DWG
 FILE DATE: 6.20.2025 13:14:27 (MAJ)



DROP STRUCTURE

A
C-14



DESIGNED	ACS	3			
DRAFTED	MAJ	2			
CHECKED	BDM	RCC	6/10/25	NATIONAL NRCS COMMENTS	
PROJECT ENGINEER					
DATE	NOVEMBER 2024	NO.		REVISIONS	

SCALE
AS SHOWN

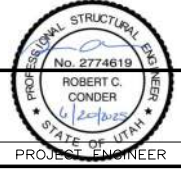
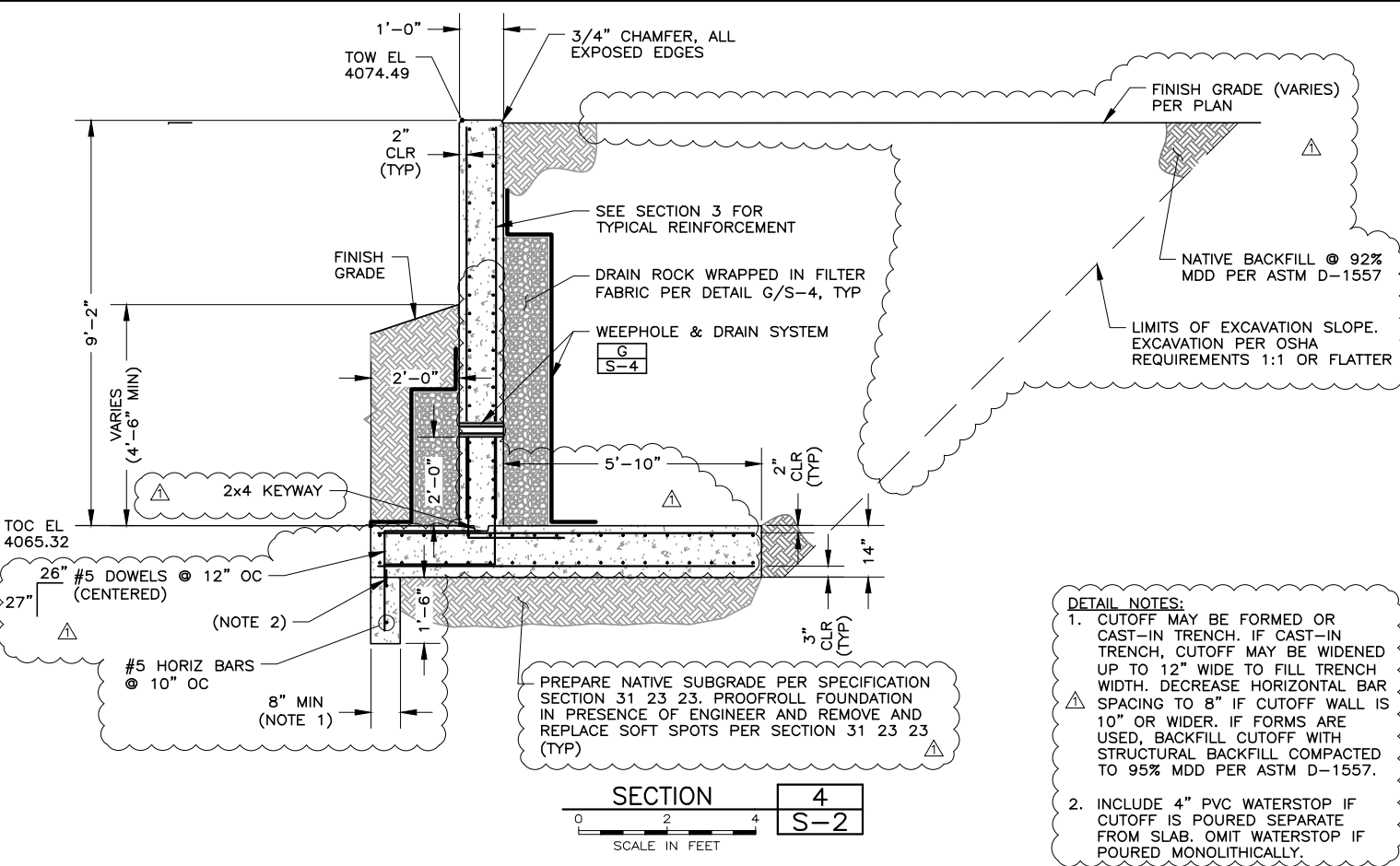
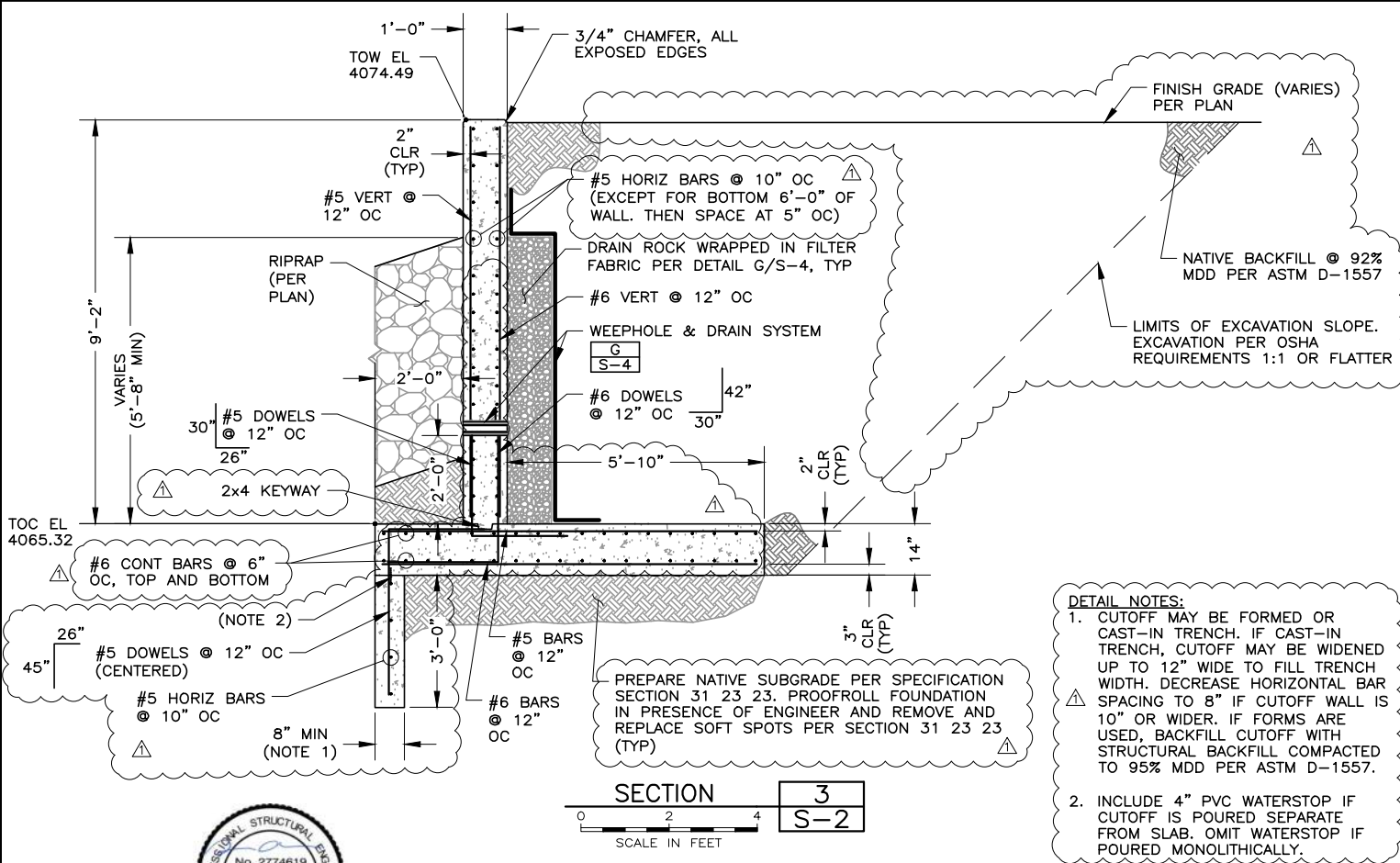
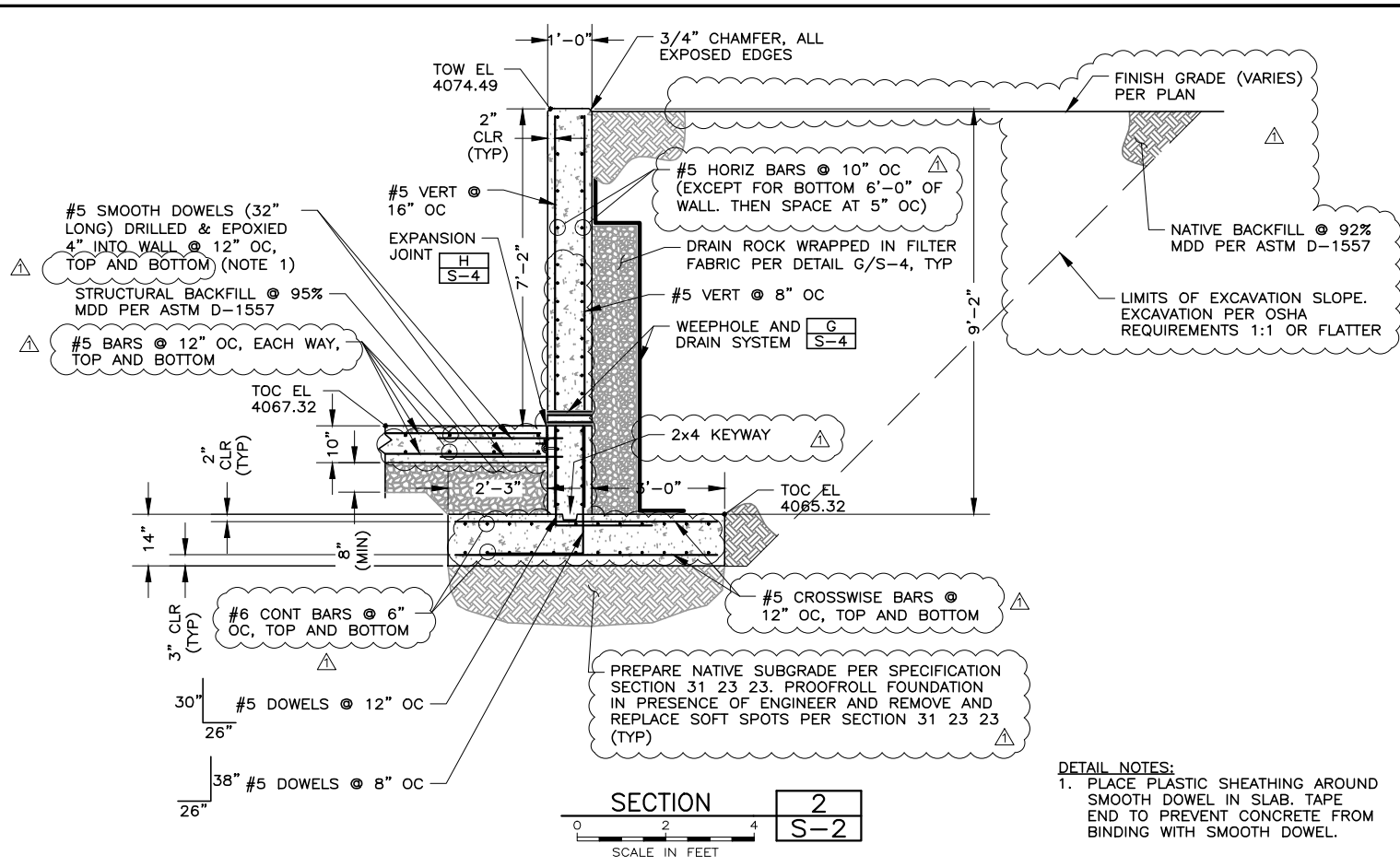
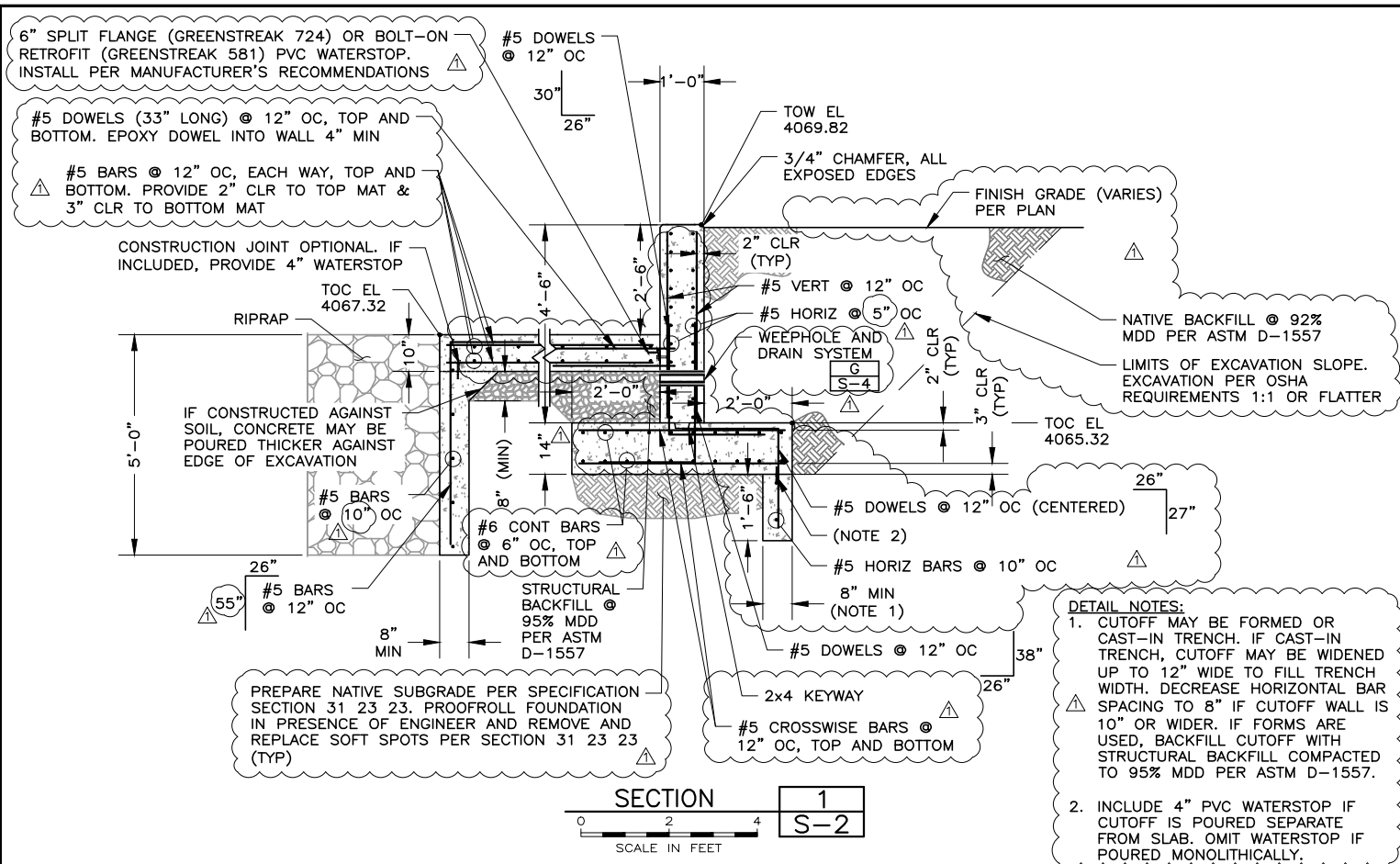


CITY OF MOAB

2022 NRCS EWP MILL CREEK BANK PROTECTION
 STRUCTURAL
 DROP STRUCTURE PLAN

SHEET
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FILE NAME: PROJECTS\380 - MOAB CITY\18.100 - MOAB MILL CREEK BANK PROTECTION\CAD\S-3 DROP STRUCTURE SECTIONS_R1.DWG
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DATE NOVEMBER 2024	NO.	DATE	REVISIONS	

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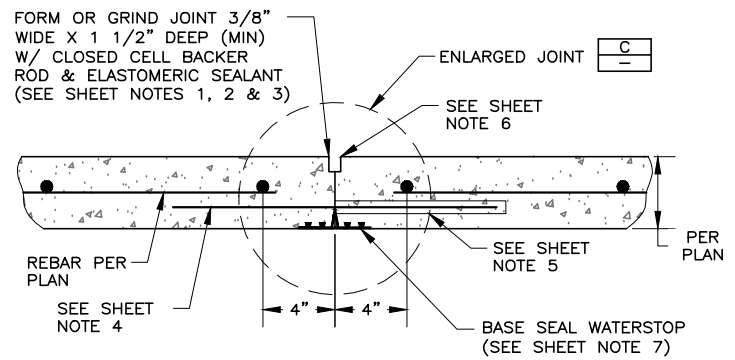
MOAB UTAH

CITY OF MOAB

2022 NRCS EWP MILL CREEK BANK PROTECTION
 STRUCTURAL
 DROP STRUCTURE SECTIONS

SHEET S-3
 380.18.100

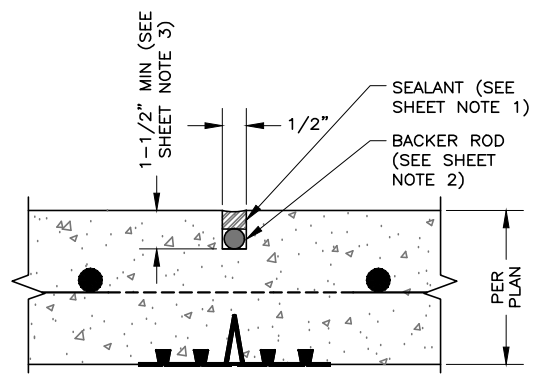
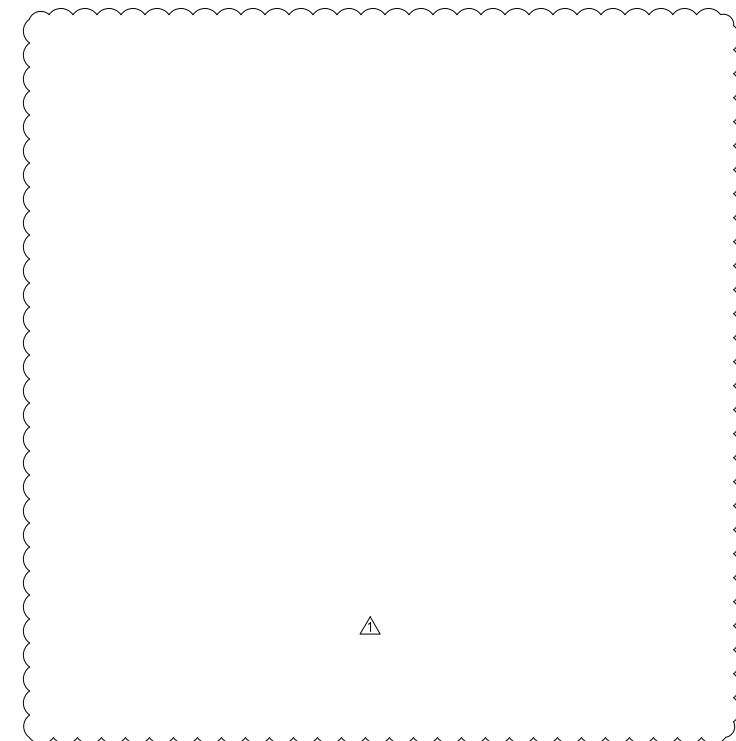
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TYP CONSTRUCTION JOINT IN SLAB

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S-2

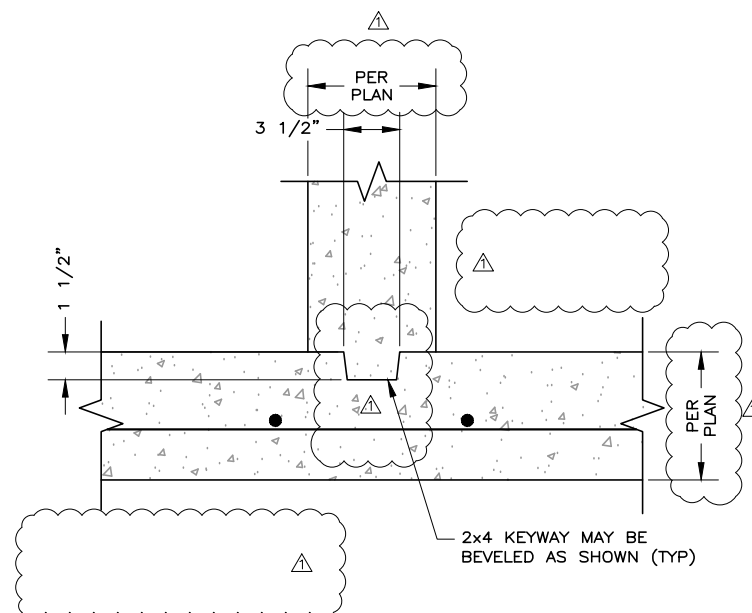
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ENLARGED TYPICAL JOINT DETAIL

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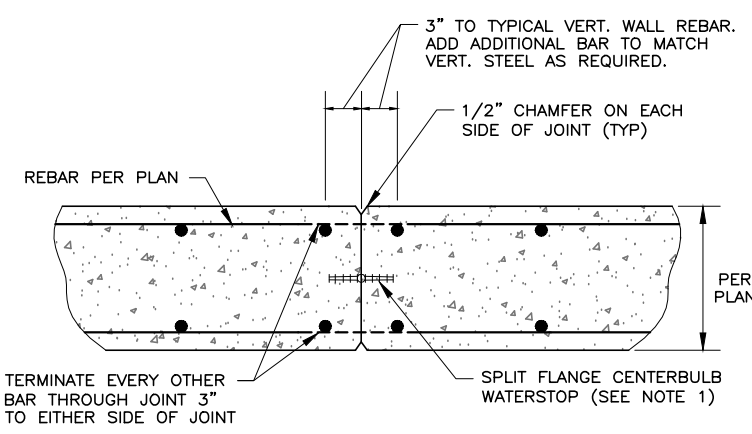
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TYPICAL KEYWAY DETAIL

D
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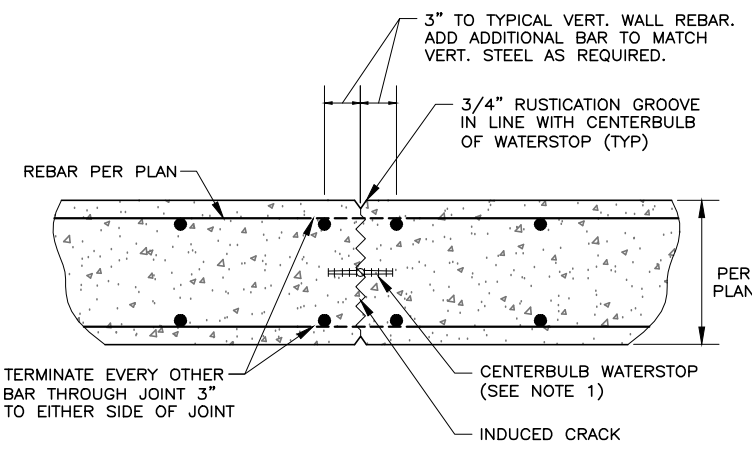


- DETAIL NOTES:**
- CENTERBULB WATERSTOP TO BE SIKA GREENSTREAK TYPE 724 SPLIT FLANGE RIBBED WATERSTOP W/ CENTERBULB UNLESS NOTED OTHERWISE. CONCRETE MUST BE VIBRATED AROUND AND INTO RIBS OF WATERSTOP ALONG ENTIRE LENGTH.
 - ALL BARS THAT ARE CONTINUOUS THROUGH JOINT ARE TO EXTEND A MINIMUM OF 30" BEYOND THE JOINT.

TYP CONSTRUCTION JOINT IN WALL

E
S-2

NTS

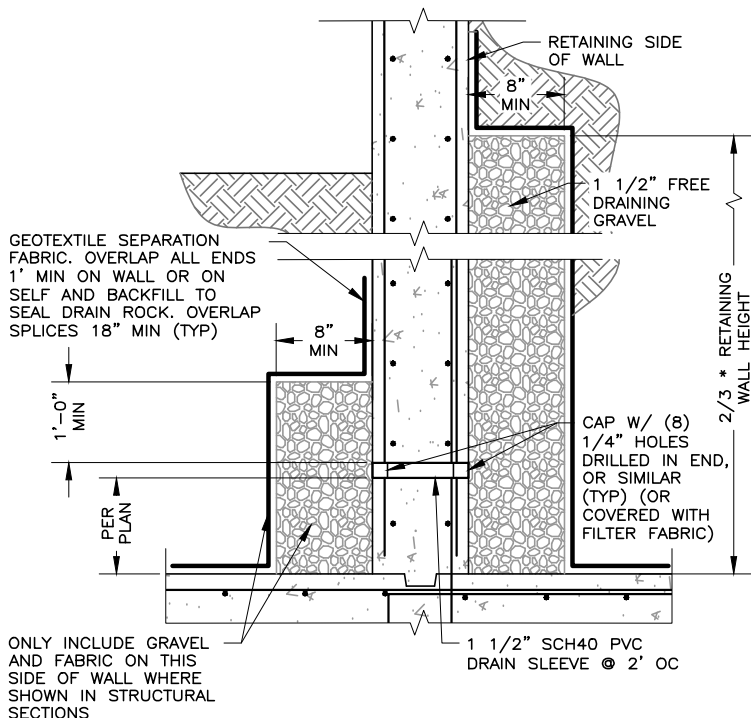


- DETAIL NOTE:**
- CENTERBULB WATERSTOP TO BE SIKA GREENSTREAK TYPE 703 RIBBED WATERSTOP W/ CENTERBULB UNLESS NOTED OTHERWISE. CONCRETE MUST BE VIBRATED AROUND AND INTO RIBS OF WATERSTOP ALONG ENTIRE LENGTH.
 - ALL BARS THAT ARE CONTINUOUS THROUGH JOINT ARE TO EXTEND A MINIMUM OF 30" BEYOND THE JOINT.

TYP CONTROL JOINT IN WALL

F
S-2

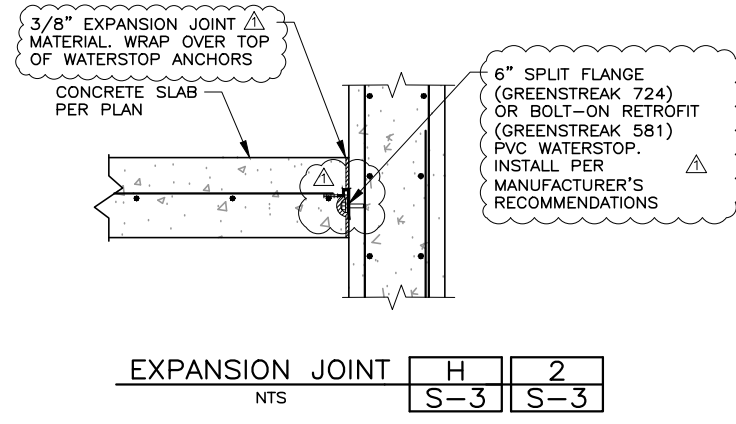
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WEEPHOLE & DRAIN SYSTEM

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3	4
S-3	S-3

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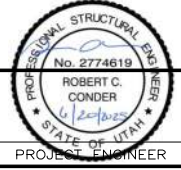


EXPANSION JOINT

H	2
S-3	S-3

NTS

- GENERAL SHEET NOTES:**
- THE ELASTOMERIC SEALANT SHALL BE SIKA FLEX 2C NON SAG SEALANT OR APPROVED EQUIVALENT. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
 - BACKER ROD SHALL BE HIGHWAY BACKER ROD (HBR) BY NEMACO, ZEBULON, NORTH CAROLINA OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
 - GROOVE TO BE 1 1/2" DEEP OR 1/4" OF THE SLAB DEPTH, WHICHEVER IS GREATER.
 - SMOOTH DOWEL MATCHING REBAR SIZE. 20" MIN LENGTH, CENTERED IN JOINT. PLACE ADJACENT TO LONGITUDINAL REBAR.
 - PLASTIC SHEATHING OVER ONE END OF SMOOTH DOWEL. TAPE END TO PREVENT CONCRETE FROM BINDING WITH SMOOTH DOWEL.
 - EDGE FORMED JOINTS AND GROOVES WITH 1/4" RADIUS. SAWCUT JOINTS MAY BE SQUARE.
 - BASE SEAL WATERSTOP TO BE DURAJOINT TYPE 55CI OR APPROVED EQUAL. CONCRETE MUST BE VIBRATED INTO WATERSTOP ALONG ENTIRE LENGTH.



DESIGNED	ACS	3	
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CHECKED	BDM	RCC	6/10/25
DATE	NOVEMBER 2024	NO.	DATE

NATIONAL NRCS COMMENTS		MAJ	ACS
REVISIONS		BY	APVD.

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CITY OF MOAB

2022 NRCS EWP MILL CREEK BANK PROTECTION
STRUCTURAL
MISCELLANEOUS DETAILS

SHEET
S-4
380.18.100

SECTION 00 52 00
AGREEMENT

This Agreement is by and between **City of Moab** (“Owner”) and _____ (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 CONTRACTOR SHALL COMPLETE ALL WORK AS SPECIFIED OR INDICATED IN THE CONTRACT DOCUMENTS. THE WORK IS GENERALLY DESCRIBED AS FOLLOWS:

The work will take place at four separate locations along Mill Creek. All locations will be bid on by the Contractor as a single project. The OWNER may elect to award work at all locations or may award only specific locations. The work generally includes the following items: mobilization, demobilization, bonds, construction surveying, utility location, excavation and grading, removal and disposal of sediment, protection of existing facilities and nearby properties, protection of existing cultural resources, accessing the project sites by way of existing easements, temporary diversion of the stream, installation of riprap stream protection, re-vegetation, placement of fill and other work needed to complete the work as included in the specification and drawings. A general description for each is as follows:

Dream Drive	Construct a gabion wall along the stream bank.
Rotary Park	Construct a gabion wall along the stream banks
400 East	Construct a gabion wall on the north side of the stream. Remove deposited sediments, garbage, and other debris.
Check Dam	Preserve in place existing CCC era check dam. Construct a new check dam upstream of the existing site.

Compliance with the stream alteration permit is required. This project is funded by the NRCS EWP program. Work must meet all requirements thereof.

ARTICLE 2—THE PROJECT

- 2.01 **THE PROJECT, OF WHICH THE WORK UNDER THE CONTRACT DOCUMENTS IS A PART, IS GENERALLY DESCRIBED AS FOLLOWS: 2022 NRCS EWP MILL CREEK BANK PROTECTION PROJECT**
- 2.02 Owner has retained Hansen, Allen & Luce, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 2.03 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 3—CONTRACT TIMES

3.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Contract Times: Number of Days*

- A. The Work will be substantially complete within 90 calendar days from the Notice to Proceed and completed and ready for final payment within 100 calendar days in accordance with Paragraph 15.06 of the General Conditions.

3.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 4—CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 5—PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97.5 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

5.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

5.05 *Interest*

- A. All amounts not paid when due will bear a maximum interest rate of up to or equal to Owner's maximum interest rate, but in no case greater than 4 percent per annum.

ARTICLE 6—CONTRACT DOCUMENTS

6.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) the following general title:
2022 NRCS EWP MILL CREEK BANK PROTECTION PROJECTS
 - 7. Drawings listed on the attached sheet index.
 - 8. Addenda (numbers [number] to [number], inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. **[list exhibits]**
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

7.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

7.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____

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TITLE: Complete Abatement and Disposal of Asbestos-Containing Materials and Structure Demolition Services – 737 Mountainview Drive

DISPOSITION: Discussion and possible action

PRESENTER/S: Cory Shurtleff, Community Development Director

ATTACHMENT/S: Attachment 1 – Bid Results, Attachment 2 - Contract

STAFF RECOMMENDATION: Staff recommends award of the contract for this project to A-1 Abatement in the amount of \$79,855.00.

SUMMARY:

A fire destroyed this property in July 2020. City staff have been in discussions with the property owners in an attempt to abate the structure. The property owners have not been able to complete the abatement process on their own.

The legal process has concluded, and the City has the authority to move forward with abatement.

Proposed Motion: “I move to award the contract for the Complete Abatement and Disposal of Asbestos-Containing Materials and Structure Demolition Services at 737 Mountainview Drive to A-1 Abatement in the amount of \$79,855 and authorize the Mayor to sign the contract”.

RELEVANT LAWS, STUDIES & PLANS:

If laws at any level require this action or if laws, goals, studies, or plans have informed this action, then cite those here.

RESPONSIBLE DEPARTMENT: Community Development

FINANCIAL IMPACT: The cost of this abatement, \$79,855, was included in the budget for FY25-26.

Complete Abatement and Disposal of Asbestos-Containing Materials and Structure Demolition Services

09/17/2025 2:30 P.M.

	Name	Amount
1	RETC LLC, DBA A-1 Abatement	\$ 79,855. ⁰⁰
2	Eagle Environmental Inc.	\$ 259,684. ⁰⁰
3	A TEAM Drywall Inc.	\$ 149,358. ⁰⁰
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Present at Bid Opening:

Name:

Cory SHURLEFF
SOMMAR JOHNSON
MONA POMPLI

[Signature]
Samuel Johnson
Mac [Signature]



AGREEMENT FOR SERVICES

by and between

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

and

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is entered into this ____ day of _____ 20____ by and between the City of Moab, a municipal corporation, (the “**City**”) and _____ (the “**Contractor**”). The City and the Contractor are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

RECITALS

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

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

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

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

AGREEMENT

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

1. SERVICES OF CONTRACTOR

1.1 Scope of Work

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

phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

1.2 Contractor’s Proposal

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

1.3 Compliance with Law

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

1.4 Licenses, Permits, Fees and Assessments

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

1.5 Familiarity with Work

By executing this Agreement, the Contractor warrants that it:

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

1.6 Care of the Work

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

1.7 Warranty

The Contractor warrants that all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material or workmanship. The Contractor agrees that for a period of three (3) years (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work, faulty material or workmanship or non-conformance of the work with the Scope of Work, scope of work, proposal or bid, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at the Contractor's sole cost and expense. The Contractor shall act sooner as requested by the City in response to an emergency. In addition, the Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective or faulty material or workmanship or non-conforming work and any work which becomes damaged in the course of repairing or replacing the defective or faulty material or workmanship or non-conforming work. For any work corrected, the Contractor's obligation to correct defective or faulty material or workmanship or non-conforming work shall be reinstated for an additional one-year period, commencing with the date of acceptance of the corrected work. The Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement 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 \$XX ("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 forty-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 [insert email address] 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

- I. Contractor will perform the following services and/or work (the “Work”):**
 - A. Perform and manage abatement and disposal of asbestos-containing materials (including friable asbestos) of a fire-damaged, single-household residence. Any property elements that are compromised, damaged, or interfere with the essential functions of abatement and disposal shall be included in demolition and disposal.
 - B. Perform and manage demolition and disposal of a fire-damaged, single-household residence, including removal of all compromised or damaged structural elements or features. Any property elements that are compromised, damaged, or interfere with the essential functions of demolition and disposal shall be included in the demolition and disposal.

- II. As part of the Work, Contractor will prepare and deliver the following tangibles to the City:**
 - A.
 - B.
 - C.

- III. In addition to the requirements of Section 6.2, during performance of the Work, Contractor will keep the City apprised of the status of the Work by delivering the following status reports:**
 - A.
 - B.
 - C.

- IV. All work product is subject to review and acceptance by the City and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by the City.**

- V. Contractor will utilize the following personnel to accomplish the Work:**
 - A.
 - B.
 - C.

EXHIBIT B
SPECIAL REQUIREMENTS

EXHIBIT C
SCHEDULE OF COMPENSATION

I. The Contractor shall perform the following services:

	RATE	TIME	SUB-BUDGET
A. Task A	_____	_____	_____

II. The City will compensate the Contractor for services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the services performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged for the services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the services.

III. The total compensation for all services related to the Work or otherwise shall not exceed \$50,000, as provided in Section 2.1 of this Agreement.

IV. The Contractor's billing rates for all personnel are attached as Exhibit C-1.

TITLE: Cooperative Agreement between the City of Moab and Rim to Rim Restoration for Implementation of the Community Wildfire Defense Grant – Moab Valley Fire Hazard Reduction Project

DISPOSITION: Discussion and possible action

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

ATTACHMENT/S: Cooperative Agreement between the City of Moab and Rim to Rim Restoration

STAFF RECOMMENDATION: Staff recommends that the City Council approve the Cooperative Agreement with Rim to Rim Restoration (RRR) to complete portions of the Moab Valley Fire Hazard Reduction Project funded by the U.S. Forest Service's Community Wildfire Defense Grant.

Background

The U.S. Forest Service, through its Community Wildfire Defense Grant (CWDG) program, and the State of Utah, provides funding to help communities plan for and reduce wildfire risks. Rim to Rim Restoration (RRR), a Moab-based non-profit organization, has been awarded a CWDG grant to conduct collaborative fuels mitigation work in key interface areas within our community.

The City of Moab is a key partner in this regional wildfire mitigation effort, alongside the Moab Valley Fire District, Utah Division of Forestry, Fire and State Lands (FFSL, State of Utah), Grand County, and the Grand County Water Conservancy District.

Key Provisions of the Cooperative Agreement

Effective: November 1, 2025 – July 22, 2029. Extensions may be granted by mutual written agreement.

RRR will reimburse the City up to \$653,750 for eligible project expenses (labor, materials, PPE, and related costs). Up to \$91,000 is available for necessary equipment rental. All reimbursements are contingent upon continued federal funding through FFSL.

Support fuels reduction efforts along Mill and Pack Creek corridors. Assist with planning, establishing, and maintaining 400 acres of shaded fuel breaks. Conduct landowner outreach in partnership with RRR, Moab Valley Fire Department, and Grand County agencies. Provide in-kind and matching contributions (staff time, equipment, materials). Submit quarterly progress reports and documentation including invoices, receipts, timesheets, and before/after photos.

Legal Review

The City Attorney has reviewed and approved the Cooperative Agreement as to form and compliance with applicable laws and procurement standards.

Proposed Motion

I move that the Moab City Council approve the Cooperative Agreement between the City of Moab and Rim to Rim Restoration for participation in the Community Wildfire Defense Grant.

RELEVANT LAWS, STUDIES & PLANS:

This project supports the **City's Natural Hazard Mitigation and Infrastructure Planning & Implementation** goals outlined in the City's Strategic Plan, which prioritize resilience, interagency collaboration, and community protection from wildfire and flood risks.

RESPONSIBLE DEPARTMENT(s):

Administration, Public Works

FINANCIAL IMPACT:

Project reimbursements to the City will total up to \$744,750 (\$653,750 for labor + \$91,000 for equipment reimbursement). City contributions include in-kind labor, equipment use, and materials to be tracked for matching purposes. No additional general fund expenditure is required beyond these contributions.

The City of Moab has included the revenue from this grant in its approved operating budget for the current fiscal year. The majority of the funding is designated to support a full-time employee over the next four to five years who will focus on reducing fire hazards on City-owned properties and maintaining open spaces. The City also anticipates collaborating with partner agencies to share labor resources on regional wildfire mitigation projects, whether or not they occur on City property. Additionally, staff has budgeted a portion of the funds for reimbursement of specialized equipment used in support of these projects.

COOPERATIVE AGREEMENT
BETWEEN
CITY OF MOAB
AND
RIM TO RIM RESTORATION

This COOPERATIVE AGREEMENT (Agreement) is made and entered into this document on November 14, 2024 (Effective Date), between the Rim to Rim Restoration, a Utah non-profit corporation (RRR), and the City of Moab, a municipality and political subdivision of the State of Utah (Cooperator), for completion of parts of the *Community Wildfire Defense Grant: Moab Valley Fire Hazard Reduction Project*. RRR and Cooperator are referred to in this Agreement collectively as the "Parties" and individually as a "Party" as the context may require.

RECITALS

WHEREAS, the U.S. Forest Service (USFS) provides funding through its Community Wildfire Defense Grant program to help communities plan for and reduce wildfire risk and to implement the National Cohesive Wildland Fire Management Strategy; and

WHEREAS, RRR obtained a Community Wildfire Defense Grant to conduct collaborative fuels mitigation work on 7.2 miles of creek corridors through the Moab Valley (the Project) ('Project' is Attachment A), in partnership with Cooperator; the Moab Valley Fire District; the Utah Division of Forestry, Fire and State Lands; Grand County; and the Grand County Water Conservancy District; and

WHEREAS, as a partner to the Project, Cooperator has agreed to perform certain work in cooperation with RRR to complete portions of the Project; and

WHEREAS, RRR and Cooperator desire to execute this Agreement to set forth and describe their respective roles and obligations as they pertain to Cooperator's portion of the Project.

AGREEMENT

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

- 1. TERM.** The term of this Agreement will be from November 1, 2025, through July 22, 2029, assuming all reporting and documentation is provided as the Project is implemented.
- 2. AVAILABILITY OF AGREEMENT FUNDS.** The Cooperator acknowledges and understands that Agreement funds become available based on federal awards to FFSL, and subsequently to RRR. The commitment by RRR to expend money is contingent upon RRR receiving funds under the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended. No liability will accrue to RRR or its officials in the event such funds are not appropriated or allotted as authorized under this legislation. RRR may, at its sole discretion, terminate or reduce the scope of this Cooperative Agreement if available funding is reduced for any reason. RRR will provide Cooperator at least 25 days' notice if termination of this Agreement is determined to be necessary due to unavailability of funds, or will provide Cooperator as much notice as RRR receives. Until RRR notifies Cooperator that obligated funds are unavailable, RRR will continue to comply with the terms of this Agreement, including the

disbursement of funds for eligible expenses incurred by Cooperator up to the specified date and time of termination.

3. **BIDDING REQUIREMENTS.** Upon acquiring products and/or services with funds awarded pursuant to this Cooperative Agreement, Cooperator must submit verification that a minimum of two (2) bids have been solicited for every contract or purchase issued by the Cooperator over \$5,000 for which Agreement funds will be disbursed. A telephone quote sheet, attached as Attachment B, may be used or any other form of bid verification designated by Cooperator.

4. **COMPLIANCE WITH APPLICABLE LAWS.**

- 4.1. Compliance with OMB Guidance. The Cooperator must comply with the requirements of the Federal Office of Management and Budget (OMB) guidance in subparts A through F of Circular 2 CFR 200 *Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards* as adopted and supplemented by the USDA in 2 CFR part 400. These regulations are available online at the following website: www.ecfr.gov.

- 4.2. Certifications and Assurances. Cooperator certifies that it will abide by all certifications and assurances set forth in Federal Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tier Covered Transactions," this form having been signed, attached hereto as Attachment E, and incorporated herein by reference. Per the terms of the federal award, the Cooperator will also require all second-tier Cooperators and contractors who will be paid with Agreement funds to sign form AD-1048, and Cooperator will keep completed forms on file.

- 4.3. Compliance with Laws. All work performed under this Agreement must fully comply with all applicable federal, state, and local laws, rules, and regulations, including the Utah Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Cooperator subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, the Cooperator agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and without discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin of the persons performing this Agreement. It will be the Cooperator's responsibility to obtain all permits, licenses, or authorizations that might be required from government authorities for completion of the Project. Procurement of labor, services, supplies, materials and equipment will be conducted according to applicable federal, state, and local statutes. RRR's signature on this Agreement does not guarantee the approval or issuance of any permits, licenses, or any other form of authorization to take action for which Cooperator must apply with RRR or any other government entity and submit to RRR to fulfill the terms of this Agreement.

5. **AGENCY RECOGNITION REQUIREMENTS.**

- 5.1. Use of Agency Insignia. Cooperator will request in writing permission from the USFS and receive written permission from the USFS before using the USFS insignia on any published media, such as a webpage, printed publication, or audiovisual production. Cooperator will request in writing and receive written permission from FFSL before using the FFSL insignia on any published media, such as a webpage, printed publication, or audiovisual production.

- 5.2. Public Notices. Cooperator is encouraged to give public notice of the receipt of this Agreement of federal grant funds and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows: "The funding for this project is derived in full or in part from a federal award of the U.S. Forest Service, Department of Agriculture, sub-awarded by the Utah Division of Forestry, Fire and State Lands."
- 5.3. Acknowledgement in Publications, Audiovisuals, and Electronic Media. Cooperator will acknowledge USFS, FFSL and RRR support as appropriate in any publications, audiovisuals, and electronic media developed as a result of this Agreement of USFS grant funds. Follow direction in USDA Supplemental 2 CFR 415.2.
6. **COPYRIGHTING AND GOVERNMENT RIGHT TO USE.** Cooperator is granted sole and exclusive right to copyright any publications developed as a result of this award. The State of Utah and the USFS reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes. This provision includes any right of copyright to which Cooperator purchases ownership with any federal contributions. No original text or graphics produced by the State of Utah or the USFS will be copyrighted.
7. **FAILURE TO COMPLY.** If the Cooperator fails to comply with the terms and conditions of this Agreement, RRR may terminate this Agreement and refuse additional disbursements of Agreement funds and take legal action to recover disbursed Agreement funds. Such termination will become a consideration in RRR's evaluation of future applications for Agreements.
8. **ASSIGNMENT AND AMENDMENT.** The Cooperator may not assign or transfer any portion of this Agreement without RRR's express written consent. Amendments will be in writing, signed by both parties, and attached as an integral component of this Agreement. This Agreement may be terminated by the mutual written consent of both parties. If this Agreement is terminated, the Cooperator may not submit claims for reimbursement for costs incurred beyond the mutually agreed to termination date.
9. **AGREEMENT EXTENSION.** This Agreement may, upon mutual written agreement between the parties and according to its terms, be extended.
10. **INDEMNITY AND LIABILITY (HOLD HARMLESS/INDEMNIFICATION).** Cooperator agrees to be financially responsible for any audit exception or other financial loss to RRR and the State of Utah which occurs due to the negligence, intentional acts, or failure by Cooperator and/or its agents, employees, subcontractors, or representatives to comply with the terms of this Agreement.
11. **INSURANCE REQUIREMENTS.**
- 11.1. General Requirements. The Cooperator will maintain for the duration of this Agreement, at its cost and expense, insurance against claims for injuries to persons or damages to property, including liability, which may arise from or in connection with the performance of the work by the Cooperator, agents, employees, representatives, assigns, or contractors. This insurance will cover such claims as may be caused by any negligent act or omission.

11.2. Specific Requirements for Commercial General Liability. The Cooperator will purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$750,000 per occurrence and \$1,500,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Cooperator or its officers, agents, representatives, assigns or contractors.

12. COOPERATOR'S MATCHING CONTRIBUTIONS. The City of Moab shall document and account for all in-kind or matching contributions, including but not limited to staff time, use of equipment, materials, and other expenses customarily borne by the City, which are provided in support of and for the benefit of the work described in this Agreement.

13. SCOPE OF WORK.

13.1. Cooperator's Responsibilities: Cooperator will support fuels reductions efforts at sites along Mill and Pack Creeks as outlined in the Project in the following ways (the Work):

13.1.1. Provide labor to assist with creek corridor maintenance on public and private land to build capacity for sustained Cooperator's staff focused on creek corridors (approximately \$130,000 annually);

13.1.2. Assist with planning and implementing establishment of new fuels breaks, and connect existing breaks resulting in 400 acres of connected shaded fuels breaks along the creek corridors in the area depicted in Attachment C (the Project Area);

13.1.3. Work with RRR to work with landowners, Moab Valley Fire Department, Grand County Weed Department, and other partners to reduce fine fuels in the Project Area;

13.1.4. Assist with outreach efforts to inspire landowners to do more fuels reduction work on private property both in and outside the creek corridors in the Project Area, including large hazardous fuels removal, maintenance of hazard fuels reduction efforts (including follow up treatments), and fine fuels management annually;

13.1.5. Provide complete invoicing to RRR for the costs of the materials, supplies, equipment, and labor hours Cooperator spends completing the Work, including:

13.1.5.1. Copies of receipts for purchases Cooperator makes in completing the Work;

13.1.5.2. Invoices for time reimbursement that include timesheets or reports showing time, employee, and task completed in substantially the same form as the template attached to this Agreement as Attachment F (template will be provided by RRR);

13.1.6. Documentation supporting any matching funds or in-kind contributions that Cooperator provides in completing the Work, include a spreadsheet that RRR will develop for Cooperator to use in reporting matching contributions for the first quarter of this Agreement ;

- 13.1.7. Quarterly progress reports on the status of the Work for RRR to use in reporting progress on the Project to USFS; and
 - 13.1.8. Information documenting Cooperator's completion of the Work, including before and after photos, maps, and cost accounting.
- 13.2. RRR's Responsibilities. Within thirty (30) days of receiving an invoice from Cooperator, RRR will reimburse Cooperator for expenses it incurred after August 1, 2025, up to:
- 13.2.1. \$653,750.00 for Cooperator's completion of parts of the Work, including costs Cooperator incurs that relate to labor, supplies, personal protective equipment, or other small purchases that Cooperator determines, in its sole discretion, are reasonably necessary to complete the Work; and
 - 13.2.2. \$91,000 for any necessary equipment Cooperator may rent to complete the Work.

INCORPORATION OF ATTACHMENTS. All provisions of Attachments A, B, C, D, E, and F are incorporated into and become a part of this Agreement. If provisions of this Agreement conflict, the order of precedence will be: (i) Attachment A (Project Proposal); (ii) Attachment B (Telephone Quotation Sheet), (iii) Attachment C (Map outlined in purple) (iv) Attachment D (projected expenses workbook); (v) Attachment E (Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tier Covered Transactions Form AD-1048 and W9 form); and (vi) Attachment F (invoice/timesheet template).

14. **FORCE MAJEURE.** All time periods imposed or permitted pursuant to this Agreement will automatically be extended and tolled for events reasonably beyond the control of the Parties, including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, and acts of God, but which does not include the Parties' financial condition.
15. **NOTICES.** The Parties will provide any notices, requests, and demands required or desired under this Agreement via email, certified mail (return receipt requested and postage prepaid), or personal service upon the Party for whom intended at the addresses shown below. Notice will be deemed to be given on the date issued to the following addresses:

If to RRR:
Attn: Kara Dohrenwend
[PO Box 297
Moab, UT 84532
kara@revegetation.org

If to City of Moab:
Attn: City Recorder
217 E Center Street
Moab, UT 84532
sommar@moabcity.org

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

16. **ENTIRE AGREEMENT.** This Agreement, together with its Attachments, integrates and constitutes all the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments to this Agreement be in writing and signed by the Parties.
17. **HEADINGS.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
18. **NON-LIABILITY OF COOPERATOR'S OFFICIALS OR EMPLOYEES.** No officer, representative, agent, or employee of the Cooperator will be personally liable to RRR, or any successor-in-interest or assignee of RRR, if any default or breach by the Cooperator or for any amount which may become due to RRR, or its successors or assignees, for any obligation arising out of the terms of this Agreement.
19. **NO THIRD-PARTY RIGHTS.** The obligations of the Parties set forth in this Agreement will not create any rights in or obligations to any persons or parties other than to RRR and the Cooperator. The Parties alone will be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.
20. **SEVERABILITY.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion will not affect the validity of any of the remaining portions, and the same will be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
21. **NO WAIVER.** No waiver of any of the provisions of this Agreement will operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor will a waiver in one instance operate as a waiver in any future event. No waiver will be binding unless executed in writing by the waiving Party.
22. **SURVIVAL.** All agreements, covenants, representations, and warranties contained herein will survive the execution of this Agreement and will continue in full force and effect throughout the term of this Agreement.
23. **PUBLIC INFORMATION.** The Parties understand and agree that all documents related to this Agreement will be public documents, as provided in UTAH CODE § 63G-2-101, *et seq.*
24. **GOVERNING LAW AND VENUE.** This Agreement will be construed in accordance with the laws of the State of Utah, and any actions between the Parties arising out of the relationship contemplated by this Agreement will be brought in Grand County, Utah.
25. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts which will constitute one and the same document.
26. **LEGAL REVIEW.** The Parties represent and agree that they had full opportunity to review this Agreement and that they accept the terms hereof. The rule that such Agreement is to be construed against its drafter will not apply to this Agreement.

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

28. INTERPRETATION. In this Agreement, unless the context requires otherwise:

- 28.1. Use of the singular, plural, or a gender will include the other;
- 28.2. The use of the word "including" means "including but not limited to;"
- 28.3. The word "may" is permissive;
- 28.4. The words "may not" are prohibitive;
- 28.5. The word "will" is mandatory or required; and
- 28.6. The present tense includes the future tense, unless otherwise specified.

29. SUCCESSOR LAWS AND ORDINANCES: Any statutes or ordinances referred to in this Agreement will be deemed to that statute or ordinance as amended, restated, and/or replaced from time to time, including any successor legislation or ordinance that has the same general intent and effect as the statutes and ordinances referred to in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Agreed to by:

City of Moab
Michael Black, City Manager

Date

Rim to Rim Restoration
Kara Dohrenwend, Director

Date

Admin Section	
0	

Proposal Cooperator [UT]	
1	Cooperator Organization: Moab Valley Fire District
	Contact Person: Private Information Removed for Privacy
	Address: Private Information Removed for Privacy
	City: Moab State: UT ZIP Code: 84532
	Phone: Private Information Removed for Privacy Email: Private Information Removed for Privacy

Applicant Information [UT]	
1	Applicant: Rim to Rim Restoration
	Contact Person: Private Information Removed for Privacy
	Address: Private Information Removed for Privacy
	City: Moab State: UT ZIP Code: 84532
	Phone (work/cell): Private Information Removed for Privacy Fax: Private Information Removed for Privacy
	Email: Private Information Removed for Privacy
	Federal Tax Id: 33-1021022 UEI: GU2KNQ8R41G7

UEI # and Sams.gov Expiration Date	
2	Rim to Rim Restoration UEI# GY2KNQ8R41G7 is active and expires April 19, 2024. It will be renewed before that date

Project Information	
3	Name of the Project: Moab Valley Fire Hazard Reduction Project
	Community Name(s): Moab
	Counties: Grand
	Congressional District: UT-3

GIS Coordinates		
3	Ref. Point Name:	Matheson wetlands
	Lat/Long:	38.34397, 109.34387
	Description:	The wetlands that border the westernmost area of work where the creeks enter the Colorado River.
	Ref. Point Name:	Pack Creek at Moab Golf Course
	Lat/Long:	38.31566, 109.29248
	Description:	uppermost portion of Pack Creek where work will occur at the City Springs.
	Area Name:	Moab Valley Fire Protection District - northern extent
	Boundary Lat/Longs:	38, 36; 36.57, 109; 33, 59.99; 38, 35; 43.5, 109; 35, 51.98
	Description:	Northern edge of potential project work areas near Lions Park to the Colorado River by the UMTRA site
	Area Name:	Moab Valley Fire Protection District - southern extent
	Boundary Lat/Longs:	38, 31; 50.37, 109; 28, 44.9; 38, 31; 6.09, 109; 30, 23.99
	Description:	Southern edge of potential project work areas near Moab Golf Course and Spanish Trail at Hwy 191

Brief Project Overview and Purpose

The primary purpose of the Moab Valley Fire Hazard Reduction Project is to meet goals described in the Moab Valley Fire District CWPP through collaborative fuels mitigation work. The focus area is 7.2 miles of creek corridors through the Moab Valley, using a buffer of 1/2 mile on either side of the creek (protecting 1792 structures). Mill and Pack creeks are CWPP priority areas 1 and 2, totaling ~1000 acres. Work will also be in the Matheson Wetlands (CWPP priority area 4, ~1550 acres). Hazardous fire fuel includes tamarisk, Russian olive, and Ravenna grass that create conditions for a catastrophic fire that could impact the entire Valley. Past wildfires in the project area have impacted entire neighborhoods, destroyed homes and displaced residents.

Rim to Rim Restoration (RRR) and Moab Valley Fire Department (MVFD), taking the lead roles on this proposal, will ensure the goals from the CWPP are met by:

- Implementing hazardous fuel reduction projects in key areas along the creeks and wetlands to reduce wildfire intensity and impact. Areas of heavy hazardous fuel loading adjacent to underserved residents will be given priority over the course of the project. This work includes increasing the number of fuel breaks along creek corridors, connecting existing fuel breaks with shaded fuel breaks, monitoring vegetation response and implementing active revegetation measures where needed.
- Improving community wildfire preparation through collaborative outreach and engagement with community members, non-profit organizations and businesses. This outreach will include training to prepare the community for response to wildfire and flood as well as to promote efforts to mitigate the impacts of fire and flood on private land.

In addition to reducing hazardous fuel loads identified in the CWPP by at least 50%, this Project improves resiliency of the Moab community to fire and flood by establishing long term collaborations, and developing mechanisms to sustain this work past the funding period.

4 Committed collaborators on this proposal include the following governmental entities as well as non-profits:

- Moab Valley Fire Department
- Rim to Rim Restoration
- Grand County (which includes several departments)
 - Sheriff's Office of Emergency Management
 - Planning
 - Building Inspector/Flood Plain Administrator
 - Active Trails and Transportation
 - Weed Department
- Forestry Fire and State Lands WUI
- City of Moab (which includes several departments)
 - Planning
 - Parks
 - Public Works
- The Nature Conservancy
- Moab Solutions
- Science Moab
- Trail Mix (Friends of Anonymous Park)

Every partner is committed to this collaborative proposal on projects in the creek corridors, including creating fire breaks to connect over 1000 acres of shaded fuels breaks along the creeks, as well as improved breaks in the wetlands.

The 6 primary partners (MVFD, RRR, FFSL, City of Moab, Grand County, GCWD) will share equipment, expertise, and labor across administrative boundaries to implement collaborative

Grant Component Type

5 The Moab Valley Fire Hazard Reduction Project is a project based on work described in the Moab City + Moab Valley Fire Protection District Community Wildfire Preparedness Plan 2020, which can be found at <https://moabfiredepartment.org/emergency-prep/>.

Is your community considered "at-risk"

Yes. Grand County, UT, is considered at risk. It has a higher Wildfire Hazard Potential than 77.2% of counties in the nation. (Source: Wildfire Risk to Communities. Scott JH, Gilbertson-Day JW, Moran C, Dillon GK, Short KC, & Vogler KC. (2020). Wildfire Risk to Communities: Spatial datasets of landscape-wide wildfire risk components for the United States. Fort Collins, CO: Forest Service Research Data Archive. Updated 25 November 2020. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/49019>)

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In addition, the Moab Fire District is a small rural Protection District that hosts tens of thousands of visitors on any given day, many of whom have little understanding of the fire hazards in our area. The highly flammable vegetation in the creek corridors of our Valley are equivalent to California Chaparral meaning fires are fast and intense once ignited. The chosen focus areas the creeks and wetland areas are where most of this highly flammable vegetation is located and they cut through the entire community from the River to Spanish Valley in close proximity to residential neighborhoods and downtown Moab. A fire of intensity on a very windy day could wick through the entire valley in a matter of hours.

Roofing Code/Ordinance

Yes. These are the state-adopted Fire and Model Building Codes have been adopted locally for new and re-roofs. They can be found here: https://le.utah.gov/xcode/Title15A/Chapter2/15A-2-S103.html?v=C15A-2-S103_2015051220150512

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Grant Waiver

Moab Valley Hazard Reduction Projects are located in Grand County, UT

Grand County, UT, meets the "low income" criteria. It has a median household income of \$51,433. In order to qualify in Utah, locations must have a median household income less than \$63,306, which is 80% of Utah's median household income.

(Source: U.S. Census Bureau, (2021). American Community Survey. Washington, DC. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/49019>)

Grand County, UT, is considered an underserved county and is eligible to apply for a cost-share waiver. It is identified as "disadvantaged" in the Climate and Economic Justice Screening Tool. (Source: Council on Environmental Quality. (2022). Climate and Economic Justice Screening Tool, version 1.0. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/49019>)

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This Project benefits traditionally underserved audiences by reducing fire risk in areas of the Moab Valley where most of the community lives through nurturing strong partnerships between landowners and various governmental and non profit organizations. This will be done throughout the project and continue after the funding cycle through a Creek Stewardship Working Group that is already forming. This Working Group will engage the entire community and provide avenues for everyone to participate in planning and implementing solutions.

Removing large hazard fuel trees from creek areas is a heavy lift that most land owners cannot tackle alone. By matching landowners with other partners we will leverage work to extend throughout the Valley so that the entire creek corridor can evolve from the hazardous thicket of olive, tamarisk and ravenna grass into a community asset of shaded fire breaks throughout the community. This work will also improve flood flow capacity which will protect residents from the periodic flash floods that impact this area.

While we are applying for a grant match waiver, due to the large number of collaborators on this project, as well as the active work already underway that will simply be increased significantly over the coming years through this Project, it is likely that project work will be supplemented by at least 20% with funds from other sources and volunteer assistance in implementation. Rim to Rim plans to track these contributions towards meeting CWPP and County Hazard Mitigation Plan goals as the project progresses.

Project Description

The Moab Valley Fire Hazard Reduction Project is based on work described in the Moab City + Moab Valley Fire Protection District Community Wildfire Preparedness Plan 2020. <https://moabfiredepartment.org/emergency-prep/>.

Specifically, this Project is focused on meeting the specific CWPP goals outlined in the plan as follows (goals not cited here are not addressed by this Project):

Goal A. DECREASE FUELS AROUND KEY AREAS WITHIN AND AROUND COMMUNITIES TO REDUCE WILDFIRE INTENSITY AND IMPACT by focusing on removing high hazard fuel in both creek corridors and the eastern edge of the Matheson wetlands. Areas of heavy hazardous fuel loading adjacent to underserved residents and neighborhoods will be given priority over the course of the project

Goal C. EVALUATE, IMPROVE, AND MAINTAIN COMMUNITY WILDFIRE PREPARATIONS AND RESPONSE FACILITIES/EQUIPMENT through outreach and engagement with private landowners to inspire them to conduct the needed work to protect their property and the community at large.

Goal D. COORDINATE WITH COMMUNITY TO DEVELOP A COMPREHENSIVE EMERGENCY RESPONSE PLAN by linking this work to reinvigorating the CERT program in Moab, by centering the creeks and fire safety as the focus of that program. This Project also links to broader fire mitigation efforts by the BLM and FFSL along the Colorado River, and in the upper watersheds by BLM and the USFS.

Goal G. MAINTAIN THE COMMITMENT TO REGULARLY EVALUATE, UPDATE, AND MAINTAIN PLANNING COMMITMENTS by strengthening and reinforcing Collaborative networks ensuring that fire fuels mitigation, revegetation, community outreach concerning fire hazards and mitigation and community response efforts are coordinated and effective through the establishment of a Creek Stewardship Working Group to ensure continued coordination with land managers outside the MVFD Protection District.

FOCUS AREAS

The Pack Creek Corridor is the highest priority area to reduce wildfire risk; roughly 650 acres of WUI extend almost of the length of the Moab Valley Fire District in both the City and County. The Mill Creek Corridor is the second priority area in the CWPP with approximately 375 acres extending the width of the Fire District. Most of the land is private and within City limits. In addition, the Matheson Wetlands priority area includes a 1500-acre area owned by The Nature Conservancy and Utah Department of Natural Resources with private land on the eastern edge, adjacent to residential neighborhoods.

There are 1679 structures completely within a 1000 buffer zone along the creeks, with 113 additional structures partially within the zones, totaling to 1792 on 1754 property parcels.

In these areas, fire fuels are of extreme concern due to both the density of fuels and the proximity of structures to those fuel loads. UWRAP data characterizes these areas as having a very high- to extreme overall risk. Due to the high number of private landholders in these areas, it is essential that work be done inclusively and collaboratively. The greatest barrier to successfully applying this approach to the whole creek corridor has been the lack of formalized collaboration and resources required to coordinate all stakeholders.

This Project will increase the pace of large-scale hazardous fuel reduction, reducing the total fire fuels hazard areas by at least 1000 acres by the end of the funding period. By tackling the most dense and expensive Russian olive removal with this Project, the City, County, MVFD and others can maintain these protective areas providing long term reduction of fire hazard in the MVFD. Work will be done by MVFD, RRR, and contractors in partnership with private land owners who will also be responsible for long term maintenance of cleared areas.

Work during this five-year period will include COLLABORATION & COORDINATION, FIRE FUELS REDUCTION WORK, and OUTREACH & ENGAGEMENT components working with 18 identified partners, and over 400 land owners directly along the creeks.

COLLABORATIVE ACTION GROUP

9 All entities with legal and financial responsibilities in the creek corridors will participate in a Creek Corridor Stewardship Working Group. Primary participants will be MVFD, City of Moab, Grand County, and FFSL. RRR will gather information from the collaborators through a series of 6 meetings and 2 workshops that will include outreach to 400 landowners along the creeks, creek corridor pathway users and other relevant community members.

RRR and MVFD will also provide detailed project plans for landowners along the creeks to assist them in fuels removal and maintenance efforts. By the end of the project period 50 individual work plans will be developed along with a detailed & updated prioritization plan in areas highlighted as high risk in the CWPP.

IMPLEMENT FIRE FUELS REDUCTION GOALS

The CWPP identifies approximately 1000 acres of fuels to be cleared or thinned in the creek corridors and 1500 in the wetlands (2500 total acres of dense tree in riparian zones). Over the past 20 years, RRR has successfully cleared or assisted with clearing about 300 of those acres as well as hundreds of acres along the Colorado River near Moab in collaboration with BLM and FFSL, as well as with successful follow up restoration work.

Formalized collaborative efforts through this Project will ensure that the landowners can clear at least an additional 1000 acres in these critical areas, targeting the densest areas that threaten structures first. MVFD, RRR, FFSL and contractors will assist with this clearing work. Areas of heavy hazardous fuel loading adjacent to underserved residents will be given priority over the course of the project

The end state of this collaborative work will be complete and shaded fuel breaks through the entire drainages of Mill and Pack

Applicant Budget [UT]				
	Grant	Match		TOTAL
	Funds Requested	Applicant	Non-Federal Contributors	Total Project Cost
10	Personnel / Labor:	\$647,062		\$647,062
	Fringe Benefits:	\$341,806		\$341,806
	Travel:			
	Equipment:	\$230,000		\$230,000
	Supplies:	\$190,525		\$190,525
	Contractual:	\$2,935,785		\$2,935,785
	Other:	\$399,500		\$399,500
	Indirect Costs:	\$468,468		\$468,468
	TOTAL:	\$5,213,146		\$5,213,146

Project Budget Explanation

PERSONNEL/LABOR & FRINGE BENEFITS (\$988,868.75)

\$180,625/132,812.50 work with all partners in developing priorities and communicating about upcoming project needs (1000 hours a year, \$50/hr)

\$143,437.50/92,968.75 developing site specific project workplans with the City and other landowners 1500 hrs a year(\$35/hr),

\$127,500/44,625 administering the grant as a whole (1000 hours a year (\$30/hr).

\$195,500/71,400 work with land owners, facilitate project partners in a Creek Stewardship Working group, coordinate outreach efforts, and develop individual land owner removal and maintenance workplans (2000 hours a year, \$28/hr).

EQUIPMENT (\$230,000)

\$15,000 GPS surveying equipment to provide better mapping capacity for project plans

\$20,000 a flail mower and 3 grapple rakes; currently unavailable in the region and would dramatically increase capacity for creek corridor clean up in the long run

\$95,000 BC 1500XL Vermeer chipper for use by all partners

\$85,000 A truck for the MVFD Wildland Mitigation crew to ensure trucks needed for suppression are not tied up at work sites (\$85,000);

\$15,000 3 containers or trailers for equipment storage out of the elements (Most of this equipment will be maintained and housed with MVFD at one of their properties.

SUPPLIES (\$190,525.00) are for all partners and include

\$13,725 brushcutters, chainsaw replacements, and assorted chainsaw parts

\$39,700 PPE (gloves, ear protection, eye pro, and other over 5 years)

\$62,500 plant materials and seed for areas where active revegetation is need, \$75,000 signage for creek corridor areas, mailers and other supplies for outreach \$12,100 fuel for chippers and chipper parts.

CONTRACTUAL (\$2,935,785) go to various partners as follows:

\$1,248,245.00 MVFD, ramping up reimbursement over two years for six seasonal staff to work half the year annually at an average of \$28.00 per hour, assisting with hazardous fuel reduction projects, follow up maintenance as well as outreach efforts. MVFD will be maintaining a long term fire fuel mitigation crew after this funding period is complete. (\$249,629.00 on average annually)

\$347,540.00 Grand County Weed Department annually for dedicated labor to treat weed species including olives, ravenna grass and others, developing a urban weed fire fuel reducing staff position to assist with this work after the grant period is over. (\$68,088.00 av annually)

1 \$653,750.00 City of Moab annually for 5 years for creek corridor maintenance on public and private to build capacity for
1 sustained City staff focused on the creek corridors (\$130,750 annually)

\$ 30,000.00 Science Moab annually for podcast and event hosting to bolster outreach efforts

\$81,250.00 Moab Solutions for creek corridor patrols and face to face outreach with reporting

\$575,000 TNC to remove hazardous olive trees on 150 acres in the Wetlands (CWPP priority area 4) as well as resprout treatment one and two years after initial removal, and fine fuels mowing and other treatment on 200+ acres annually.

\$231,000 youth corps crews or other contracted crews to work on removal work in the creeks

OTHER costs include Equipment rental fees for chippers, tracked skid steers, brush mowers, brush cutters and a track hoe with a masticating head accessible through Grand County.

\$182,000 to Grand County Roads Department over 5 years to use equipment in fuels mitigation projects including a track hoe with masticating head for large projects, and other equipment as needed for other project work.

\$182,500 available for MVFD and others to rent equipment including chippers, mowers, brush cutters and tracked skid steers for work in the creek corridor to remove hazardous fuels, mow fine fuels and perform needed follow up treatments.

INDIRECT COSTS are based on a de minimus federal rate of 10%

MATCHING CONTRIBUTIONS ANTICIPATED \$2,093,085.00)

While match is not required based on our underserved community waiver we anticipate well over a 25% match over the 5 years of the project.

\$425,000 MVFD and RRR labor/fringe match

\$50,000 Equipment use (FFSL and MVFD)

\$80,000 Other materials

\$74,585 office space, and other in kind from all partners

\$963,500 anticipated volunteer hours

\$500,000 other youth corps and contracted hours over the 5 year period

The purpose of the Project is to build a foundation for long term coordinated capacity throughout the region to maintain a more fire resistant and resilient community through active fuels reduction, community outreach and collaboration. To this end, for MVFD, GCWD, the City of Moab and RRR funds are projected to increase over the 5 years as each entity builds capacity and adds staff positions. At the end of the Project period each organization will evaluate the long term staff needed to maintain and expand upon the clearing completed.

Accomplishments

The Moab Valley Fire Hazard Reduction Project has three work areas that will be implemented concurrently. These are Collaboration, Fuels Reduction Implementation and Outreach/Education. These three tracks of work will complement and reinforce each other as critical components are completed.

COLLABORATIVE ACTION GROUP is a foundation of the project. This work will be done in connection with the Creek Stewardship Working Group formed under the leadership of Moab City with Rim to Rim Restoration facilitating. That group will use the CWPP as the guiding document for vegetation management work in order to reduce fire hazard in the Moab Fire Protection District. The Working Group will meet at least 4 times a year throughout the Project period. The Working Group will be better able to assist land owners with individual plans for fire fuel mitigation with funding for this Project. These plans will help empower landowners do work themselves when possible, and tie into state and other sponsored efforts when the initial lift is too heavy. All workplans will contain a long-term maintenance component that will outline the work that landowners need to do themselves after removal and follow-up work is complete.

Finally, MVFD will partner with local FFSL staff to lead several tabletop exercises focused on catastrophic fires that could impact the entire community. It is anticipated that there will be two of these: one for Pack Creek and one for the Matheson Wetlands. These will occur during year two of the project.

The Collaboration phase of this Project is the least quantifiable. Measures of success will include:

- Collaborative working group meeting at least 4 x a year
- Individual project plans with land owners along the creeks
- 12 individual project plans developed per year, minimum 10 individual project plans implemented per year)
- Table top exercises focused on areas of concern (3 total over 5 years)

FUELS REDUCTION IMPLEMENTATION will focus on establishing fuel breaks along the creeks based on fuel loading and proximity to structures (including locations within 1000 feet of a fire hydrant to build upon work that has already been started over the past 20 years at 17 locations along the creeks. This project will add new breaks and connect existing breaks creating a shaded fuel break along the entire creek corridor. As this work is done RRR, MVFD & FFSL will annually evaluate the success of large-scale biomass removal and map areas needing resprout or sapling treatments. Work will focus near residential areas, starting with lower income properties.

Fuels reduction work is mostly done with sawyer teams using chippers, and in some areas by burning biomass. All olive, elm or tamarisk will be low stumped and treated with herbicide. Resprout treatments usually are also cut/herbicide treatments. Retreatment is essential to ensure long term sustainability of project work - and will be done no more than 2 times at each site during the Project period. Seeding is in localized areas and will be done by hand.

Revegetation efforts will focus where highly flammable fine fuels composed primarily of exotic annuals grasses and tumbleweed need to be treated as well as locations where native plants are struggling to recover and active native plant regeneration is needed. Active native restoration may involve seeding or planting, and will be done with funds from other sources. Fine fuel management through mowing or herbicide applications may be performed by the Grand County Weed Department (GCWD).

The following metrics will be collected quarterly as work is completed. All projects will also be mapped.

New Fire Fuel Breaks

Acres treated (goal is 1000 newly cleared high hazard areas - 200 acres per year)

Acres connected (goal is 400 acres of connected shade breaks)

1 Vegetation response monitoring data

2 % resprouts in areas treated (goal is no more than 20%. All areas will be retreated 2 x during the Project period)

Mortality data in active revegetation areas (goal is 50% cover in cleared areas (mostly native perennial grasses and forbs of low flammability))

Active Revegetation

Acres seeded (750 acres, as clearing is done)

Acres planted (200 acres, ideally clearing is done in a way that requires little replanting)

Follow up work on resprouts and saplings & Fine fuels mowing

Acres treated for resprouts and saplings (750 acres over 3 years)

Acres mowed annually (goal is 500 critical acres per year)

OUTREACH WORK has been discussed for many years but funds are rarely available for developing coordinated and relevant campaigns. This Project will provide a framework for MVFD, GCSOEM, the City of Moab, Grand County and numerous nonprofits to develop consistent relevant messaging to be provided to the community via coordinated mailers, pamphlets, social media campaigns, press releases and participation by MVFD and other partners at events that are not typically attended by fire and flood management agencies.

In addition, many of the nonprofits involved in this project can mobilize volunteers that will not only assist with implementation of prioritized project work but also will provide venues for relating how similar efforts can be implemented at home.

Fire Sense and other established fire prevention, mitigation and recovery material will be the basis for this outreach work. Due to the geographic location and ecological region of Moab and Grand County some materials will be tailored to this area to ensure relevancy. For instance, Rim to Rim will build on work done in Idaho to develop plant lists appropriate to plant in small lots that are less flammable as can be found in the Garden Resources & Suggested Plant Materials tab at <https://idahofirewise.org/library/>.

In addition Science Moab, a local nonprofit, will help develop a cohesive science communication outreach plan that includes dissemination of regional fire science information community events per year, podcasts, newspaper articles, e-newsletters, and social media campaigns.

Finally, a survey will be conducted that will provide direction and insight for outreach efforts. This survey will be coupled with workshop events that will provide opportunities to both gather information from the community as well as provide information

Collaboration

There is a long history of collaboration in the creek corridors in Moab to reduce fire fuels and improve the overall health of the riparian area, including improving flood flow capacity. Work in the creeks began in the 1990s in the City limits focused on improving flood flows by expanding capacity under bridges and also allowing for pedestrian and bicycle traffic to cross town separated from vehicle traffic. In 2004, Rim to Rim began working in the creeks to remove larger areas of fire fuels with an eye towards habitat restoration and flood flow capacity building.

From 2004 onward the list of collaborators on removal work has grown. All of the entities below have a strong desire to see the creeks restored to their fire resilient state.

RIM TO RIM RESTORATION, who is leading this collaborative group will assist with planning this work, and with landowner engagement and long-term maintenance workplans. MVFD and FFSL will manage work crews and project implementation. Trail Mix and Friends of Anonymous Bike Park will focus on large fuels and fine fuels removal work in the lower area of the creek corridors.

MOAB VALLEY FIRE DEPARTMENT is providing hazardous fuels reduction implementation. This includes providing personnel, labor, and equipment to manage and implement the operational side of the project

GRAND COUNTY and the CITY OF MOAB will assist with implementing fine fuels reduction maintenance in the creek corridors where they have jurisdiction and will assist with heavy equipment including brush mowers and masticating equipment when necessary.

THE NATURE CONSERVANCY owns approximately half of the wetlands at the mouth of the creeks and will participate through large scale hazardous fuels reduction as well as fine fuel mowing and mitigation work.

UTAH FORESTRY, FIRE, AND STATE LANDS will, as match, support field crew supervision and outreach to landowners. FFSL will also be contributing chipper for use as an in-kind resource as well as providing saw training to oncoming crews.

GRAND COUNTY SHERIFFS OFFICE OF EMERGENCY MANAGEMENT will assist with outreach efforts including signage, quarterly mailers and social media blasts, CERT program revival and other communication.

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3 SCIENCE MOAB will help develop a cohesive outreach plan that includes science-based information, dissemination of information through 1 workshop or community event per year, as well as podcasts, fliers, and social media campaigns. Science Moab has an established audience in Moab and brings unique abilities to connect science to the community through outreach events like Science on Tap, Science on Screen and the Moab Festival of Science.

MOAB SOLUTIONS will assist with patrols through the creek corridor to engage with homeless individuals and others who camp in these areas. Patrols will happen daily on the Mill Creek Parkway and publicly accessible locations along Pack Creek and the Matheson Wetlands March through November. Moab Solutions will report to MVFD or GCSO/MPD after each patrol, making special note of emergent issues so that MVFD can work to address these areas with added fine fuels and hazard fuels

The City, Grand County and The Nature Conservancy will host signage at key locations including trailheads, the County arena and locations along the Mill Creek Parkway and various City and County owned parks and buildings highlighting the history of fire fuels reduction in the creek corridor and why it is important for all property owners to manage fire fuels in the region, among other fire-related topics.

CWDG funds will support better leveraging and result in faster progress in addressing the hazard areas identified in the CWPP.

All partners also view this Project as extending past the funding timeline. CWDG funding will serve to solidify Collaborative efforts and provide a firm foundation for continued hazard fuel clearing and fuel break maintenance where needed. Collaborators are also providing letters of support and commitment to the Project for this application. The collaborators listed above only started meeting in mid September to develop this proposal, showing that interest and commitment to this Project is high in the Moab community. All of the collaborators listed in this project are locally-based entities, with vested interest in the health and well being of the community. Each collaborator has an explicit mandate and track record that is proof of their commitment to this community and guarantee of their continued cooperation with this project.

Finally, all collaborators listed will be develop an MOU to last the life of the Project period, and this MOU will be revised and renewed at the end of the Project.

Landscape Impacts

The Moab Valley Fire Hazard Reduction Project is intended to build upon 20 years of work along the creeks that flow through the Moab Valley. Mill Creek runs approximately 4 miles across the valley from BLM land through the City to the Colorado River. Pack Creek parallels Mill Creek through the valley until the two meet just below downtown Moab. The Matheson wetlands are between the confluence of the two creeks and the Colorado River. Land ownership is a combination of private, city, and state lands adding complexity to project planning and implementation. Fuel type is a combination of native and non-native trees including tamarisk, russian olive and elm, as well as ladder/fine fuel areas full of Ravenna grass. Current estimates are that 1679 structures will benefit directly and 1792 structures will benefit indirectly by removing hazardous fuels from the creek corridors.

The creeks have been, as in many communities, forgotten until about 30 years ago when the City engaged the Lone Peak Fire Crew to clear 2 miles for a path from 500 West to 400 East. The Russian olive was so thick that the clearing was a tunnel through the trees. This work was tied to pedestrian bridge underpasses to increase flood flow capacity at key pinch points. Removing olive and other invasive trees in this watershed will reduce establishment of these trees throughout the region, and will reduce their reproductive potential in the area.

Starting in 2003, Rim to Rim Restoration (RRR) cleared the first acre of Russian olive at the High School, followed by another on private land at 100 West to expand upon this initial clearing. Since that time with funds from the Utah Watershed Restoration Initiative RRR has worked with FFSL, MVFD, the City of Moab and over 100 land owners to clear Russian olive and tamarisk on over 150 acres of Mill Creek and approximately 30 acres along Pack Creek expressly to remove fire fuels as well as to encourage native plant regeneration in the creek corridors. Many of these projects were funded as part of larger watershed wide efforts to address fire fuels and riparian health. These can be viewed at the WRI website (project #s 1157,1419,1645,1982,2225,2568, 3436, 4037,4588,4736, 4787,5260,5525,5860,5938 and 6518): <https://wri.utah.gov/wri/project/search.html>. Project work also ties to work done by the BLM and FFSL downstream along the Colorado River in CWPP priority area 3.

Until recently this work was done with partners including the BLM and USFS in the upper portions of the watershed, but the work was never formally coordinated. This has started to change as fires and floods have impacted the creek corridor and the town.

HISTORY OF FIRES In early July 2011 a 200 acre fire started by irresponsible fireworks burned the south end of the Matheson wetlands. That winter a small fire break had been cut at the back end of Anonymous Park and that break helped prevent the fire from being carried into town.

In June 2018, the human caused Cinema Court Fire burned through an untreated area in Pack Creek destroying 8 homes and a workshop. In 2019 a smaller fire was started upstream of Cinema Court but was able to be stopped quickly thanks to a shaded fuel break in the area.

In June 2021 an abandoned campfire in Upper Pack Creek resulted in a nearly 10,000 acre fire in the headwaters of the creek. Eight homes were destroyed and the resulting floods during the 2021 monsoon season were too large for culverts downstream and many homes were flooded. The 2022 monsoon season proved to be larger yet, with a storm over the north fork of Mill Creek that ended up with a flow of 5660 (+/-) cubic feet per second (cfs) of water into downtown Moab, flooding downtown and bringing debris from the upper watershed into town.

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4 Areas along the creek that had been cleared of olive and tamarisk handled the flood fairly well, but remaining olive thickets caught debris and created debris dams that diverted flows into unexpected areas. This debris is still problematic through town and adds to the fire hazards in the corridors.

FUTURE IMPACTS

With nearly 5 years in a row of significant impacts the City, County, MVFD, Grand County Sheriffs Office of Emergency Manager and others are committed to long r lasting formalized partnerships to reduce fire and flood hazards through the community, including with Federal and State land management agencies. The creek corridors, along with the Matheson wetlands have been identified in the CWPP as high priority areas with Fire fuels of extreme concern due to both the density of fuels and the proximity of structures to those fuel loads. and UWRAP data categorizes the northeast area of the wetland as having an extreme overall risk.

With over 400 land owners along the 10 miles of creek corridor identified as high priority for fire fuels reduction, RRR's effort have been multiplied in impact by FFSLs work with legislative appropriated funds from the State of Utah via the Catastrophic Fire Mitigation grant as well as periodic assistance by Team Rubicon who continues to visit Moab to provide their members with needed chainsaw training while assisting with clearing efforts. Each project involves from 1 to 6 land owners, providing needed education about fire fuels reduction methods, needs and follow up processes.

After the flood in August 2022, the City of Moab has stepped up its engagement in the corridors by funding RRR to develop a long term Creek Stewardship Working Group. Initial interviews with 18 individuals representing 11 organizations that work in the creek corridors indicates the time is ripe for establishing a long term Collaborative creek corridor management effort.

With over 1000 acres of identified High WUI Risk crossing City and County boundaries as well as over 1500 private land owners to work with, a formal Collaboration is required to ensure both immediate reduction of risk and long term sustained maintenance of the creek corridors to keep fire and flood risk at more manageable levels.

FOCUS AREAS

In areas where little has been done to clear fire fuels, fire breaks are planned throughout the creek corridors whenever the creek corridor is near a fire hydrant. The City and County recently increased available hydrants near the creeks but breaks in the dense fuels of at least 1 to 3 acres are needed at each location to provide access to halt a fire in the creeks.

In areas where fire breaks are well established, or large areas of the corridors have been cleared into shaded fuel breaks, removing the last of the olive and tamarisk thickets is needed to provide a solid base for long term maintenance. Reservoirs of

Project Sustainability

Directly engaging the community and nearby landowners, including adjacent Federal & State land managers, will establish long term maintenance and sustainability of these efforts by helping create a community culture that values fire safe landscapes.

The Moab Valley Fire Hazard Reduction Project is designed specifically to assist project partners in building long term capacity to continue hazardous fire fuels reduction efforts in the Fire District as well as building a firm foundation for continued outreach to private land owners as well as the community as a whole. Funding from sources like Utah WRI, which we have been successful at receiving for over 10 years, will supplement future retreatment needs within the creek corridor. Funding equipment and staff at key organizations and local government departments will prove that these positions are needed to improve public safety, which will bolster the longer term funding for this kind of work by local government entities. To date, the City and County have been supportive of non-profit led projects, but have not shown interest taking a lead role in fire mitigation efforts. This project will develop institutional structure through the Creek Stewardship Working Group as well as by developing a history of working together to implement projects that will result in more proactive involvement and funding.

INCREASE MOAB VALLEY FIRE DISTRICT CAPACITY

The MVFD is in the process of establishing an active wildland fire program that will include proactive mitigation services to complement the reactive fire suppression that has been the foundation of the Fire District for generations. As the permanent population and visiting population has grown, fire suppression has become only a part of what is needed in the valley.

By performing five years of active mitigation work tied to a robust and responsive prioritized plan document as well as the development of a collaborative outreach program, MVFD will build a strong foundation for future work that expands into more proactive mitigation and outreach efforts. In the first two years of Project funding, MVFD will build a 6 person Wildland Fire Team with Project funding focusing on fuel mitigation in the winter months. By the end of the project, MVFD will have an established Wildland Team able to maintain work in the creek corridors in the winter months and sustain momentum gained through mitigation work of the prior 5 years. MVFD will continue to fund its wildland team beyond the grant period through a combination of fire suppression and fuels work (for county, state, and federal partners), fire department grants, and tax revenue.

OTHER ORGANIZATIONS INCREASED CAPACITY AND COMMITMENT

The City of Moab and Grand County also have been adapting to growth and population changes. By developing a formal creek focused collaboration to meet fire fuels and flood control needs, a longer-term Collaboration will be initiated to improve connection and cooperation between all entities. By finishing large hazardous fuels removal work in the corridor, maintenance workloads will be more manageable for City staff (with the support of nonprofits like Trail Mix, Friends of Anonymous Park, Moab Solutions and Rim to Rim Restoration).

RRRs work with the City to develop a Creek Stewardship Working Group sets a foundation for long term collaboration along the creeks between government entities as well as private landowners. This effort is intended to serve long-term needs related to fire fuels mitigation, making space for flood flows, and revegetation efforts as well as sustained community outreach. By the conclusion of year 5, RRR will have established the Creek Stewardship Coalition and to continue collaboration between various entities concerned with creek and fire fuel management. The contract RRR has with the City is renewable annually and ideally will be renewed for many years after this Project period.

In addition, GCSO Office of Emergency Management is actively working to renew the Community Emergency Response Team program in Moab. GCSOEM plans to work with the Moab Valley Fire Reduction Project and Creek Stewardship collaborators in developing and implementing outreach campaigns related to fire and flood in the creeks, which will complement their larger outreach needs. Reactivating the Community Emergency Response Team program will provide a framework for sustained outreach as the community grows and changes over time. CERT training for teams throughout the Project area will ensure long term commitment by community members to maintaining and expanding fire fuel mitigation efforts initiated by this Project.

Finally, sustaining these efforts relies on property owner participation and maintenance. The detailed site specific work plans developed with each land owner will include removal and follow up plans as well as 5 and 10 year maintenance plans that land owners will agree to implement. Partnering organizations listed in this application have also all agreed to submit letters of support and commitment to the Project and sustaining it after the Project period.

16: DOES THIS PROJECT BENEFIT A LOW INCOME COMMUNITY? Yes or no and a link to verify (3000 characters with spaces)

Yes. Grand County, UT, meets the low income criteria. It has a median household income of \$51,433. In order to qualify in Utah, locations must have a median household income less than \$63,306, which is 80% of Utah's median household income. (Source: U.S. Census Bureau. (2021). American Community Survey. Washington, DC. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/49019>)

In addition, significant areas of housing are located near the creek corridors that house many of our areas lower income residents. A creek corridor fire would impact the most vulnerable of our community most severely as there is little if any housing stock to absorb displaced residents in the event of a catastrophic fire.

Does this project benefit a low-income community?

1
6

Yes. Grand County, UT, meets the low income criteria. It has a median household income of \$51,433. In order to qualify in Utah, locations must have a median household income less than \$63,306, which is 80% of Utah's median household income. (Source: U.S. Census Bureau. (2021). American Community Survey. Washington, DC. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/49019>)

In addition, significant areas of housing are located near the creek corridors that house many of our areas lower income residents. A creek corridor fire would impact the most vulnerable of our community most severely as there is little if any housing stock to absorb displaced residents in the event of a catastrophic fire.

Has this community been impacted by a severe disaster?

1
7

On August 20th, 2022, Moab experienced an extreme flooding event, the magnitude of which was later determined to be a once-in-a-century flood. This flood had significant immediate impacts on the entire community. It spread woody debris along the Mill/Pack Creek corridor within Moab Valley creating concentrations of woody debris in areas with significant ladder fuels already in place, which increased continuity of fire fuels by spreading large quantities of woody debris and ladder fuel propagates within previously cleared areas. The damage caused by this event led to a State-level Disaster being declared for Grand, Emery, and Wayne counties (Moab being the largest and most impacted town in Grand Co.)(Gov. Spencer Cox declares a State of Emergency for Moab, other southern Utah towns affected by devastating floods | Governor Spencer J. Cox. (8/23/2022). Retrieved October 16, 2023, from <https://governor.utah.gov/2022/08/23/state-of-emergency-for-moab-other-southern-utah-towns-affected-by-devastating-floods/>)

In addition to the flood in 2022 there are fires annually in or near the creek corridors that are just a windy day away from wicking through the entire valley. In 2018 a small human caused fire turned massive at Cinema Court burning 9 acres and destroying 8 homes in town. In 2021 a larger fire started by an abandoned campfire higher in the Pack Creek drainage destroyed nearly 9000 acres of the uppermost watershed, causing floods that had a huge impact in unexpected areas along Pack Creek in Spanish Valley.

Mill and Pack Creeks are extremely vulnerable to fire and post-fire flooding. The creeks flow through a downtown area with heavy tourist traffic and impacts along these corridors could compromise State Highway 191, a major trucking route through the Valley. 1679 structures, on 1754 properties are in the creek corridors and recent disasters in those corridors had impacts far outside of them as well, making individuals hyper aware of these risks. The current limited availability of housing in the valley means most residents cannot afford to relocate and live in fear not wondering if, but when something is going to happen to displace them.

Importantly, residents want to become involved, but need direction to do that effectively. With this Project we aim to provide a positive direction for our community and involve them in the preparedness and mitigation activities to build resilience and strengthen our ability to recover from disasters. Work in the creeks links to all segments and neighborhoods in Moab, providing a unique inspiration for residents to get involved in disaster preparedness rather than just waiting for the next flood or fire to happen.

The Countys new hazard mitigation plan can be found here: <https://drive.google.com/file/d/1b7DCnUg8ULpActHrAUIMzZwM4JiibxX4/view?usp=sharing>. Wildfire and Flood are ranked as primary concerns for the community in the future.

Does the project location have wildfire hazard potential?

1
8

Yes. Grand County, UT, meets the "wildfire hazard potential" criteria and has a higher wildfire risk to homes than 73.9% of counties in the nation. (Source: Wildfire Risk to Communities. Scott JH, Gilbertson-Day JW, Moran C, Dillon GK, Short KC, & Vogler KC. (2020). Wildfire Risk to Communities: Spatial datasets of landscape-wide wildfire risk components for the United States. Fort Collins, CO: Forest Service Research Data Archive. Updated 25 Novemb November 2020. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/49019>)

TELEPHONE QUOTATION SHEET

NOTE: See "General Information" for pertinent information and instructions in obtaining telephone quotations.

For purchases with items over \$1,000 and up to a total of \$5,000, agencies shall obtain price competition, and shall purchase the item from the vendor offering the lowest quote. Unless otherwise delegated, requests for all purchases over \$5,000 and sole source purchases exceeding \$1,000 shall be submitted to the Division of Purchasing and General Services, who will collect the bids.

BUYER'S NAME:	AGENCY:
REQUISITION #:	REQUIRED DELIVERY DATE:

	Vendor #1	Vendor #2	Vendor #3
Vendor Name:			
Sales Person:			
E-mail Address:			
Telephone:			
Physical Address:			
Date/Time of Quote:			
Vendor Quote Number:			

Quantity Needed	Quantity/ Unit	Description of Product(s) / Service(s) to be Purchased	Vendor 1* Quote	Vendor 2* Quote	Vendor 3* Quote
1					
TOTAL: To UPDATE total RIGHT click in the column and choose "Update Field"			\$ 0.00	\$ 0.00	\$ 0.00
<i>*Ensure that the delivery cost is included in the bid</i>					

COMMENTS:	AWARDED TO:
SIGNATURE:	DATE:

This telephone quotations sheet must be attached to the payment for auditing purposes.

TELEPHONE QUOTATIONS: GENERAL INFORMATION

Agencies are authorized to obtain telephone quotes for purchasing under \$5,000.00 without the involvement of the Division of Purchasing provided that:

1. At least two, preferably three, telephone quotations are obtained. Requesting email quote from the vendor to verify a phone quote is best practice, but not required by law.
2. Award is made to the vendor submitting 1) the lowest quote, 2) while meeting minimum specifications, and 3) required delivery date established by the Agency.
3. The specifications and delivery date established by the Agency is reasonable and not restrictive.
4. The "Telephone Quotation Sheet" is completed and the sheet maintained in a file with all procurement information (RQS or RQM if required), for five years, for auditing purposes.

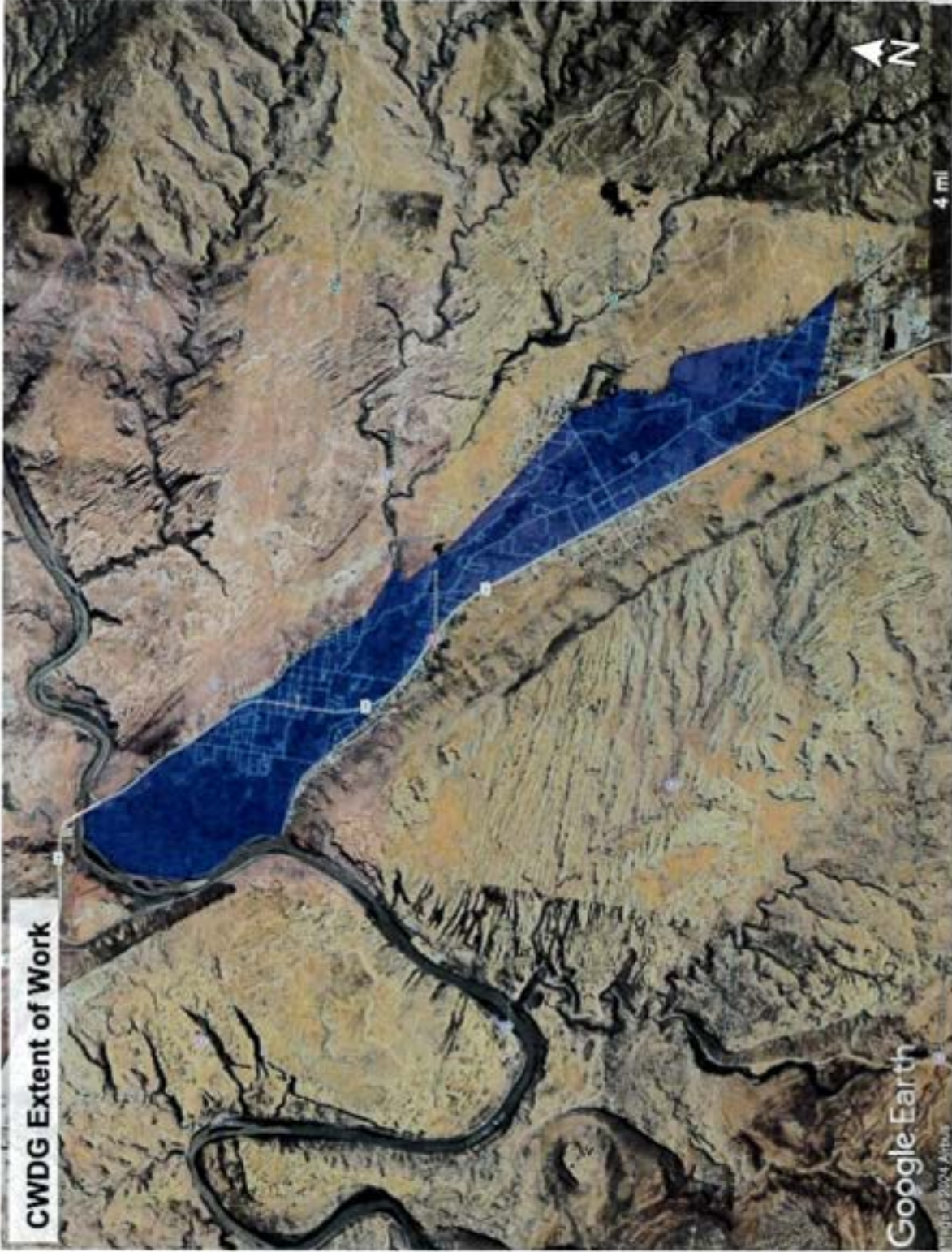
NOTE: Contact the Division of Purchasing if assistance in identifying potential vendors is required.

INSTRUCTIONS TO AGENCY:

During the process of obtaining telephone quotes **DO NOT** disclose any information of other quotes obtained (including price, delivery, brand, etc.). This violates the competitive nature of receiving quotes and is unfair to other vendors quoting. After the procurement is complete, prices are public information.

The proper procedure for obtaining telephone quotes is as follows:

- 1) Using the Telephone Quotation Sheet, write down all pertinent information pertaining to items(s) or service(s) required by the agency. Outline specifications, features, functions or services required. Brand Name/Model can be used, however, approved equals must be considered in making award.
- 2) Call the vendor. Identify the Agency you represent.
- 3) Indicate that you are asking for a formal quote that may result in a binding contract.
- 4) Give them the shipping destination and required delivery date.
- 5) Using the description written during in step 1 above, inform the vendor of the item(s) or service(s) required. Write down all pertinent information pertaining to items(s) or service(s) being quoted by vendors, including any deviations from specifications.
- 6) Ask for unit price (including shipping) to supply the required item to the state. Unit price is the price of the item purchased including all shipping charges.
- 7) Ask for the number of days required for delivery after the receipt of the order.
- 8) Ask for Warranty terms (if applicable).
- 9) Ask for acceptance of the State's Terms and Conditions which are found at purchasing.utah.gov and click "*Purchasing Forms*" link located under DAS SERVICES. The "*Purchase Order Contract Terms and Conditions*" are located under the STATE COOPERATIVE CONTRACT FORMS. Also available are the "*Standard Terms and Conditions*" under AGENCY CONTRACT FORMS. The later would be used for contracts.
- 10) After obtaining telephone quotes, determine which is the lowest meeting minimum specifications and required delivery date.
- 11) When the internal approval process is complete, notify the successful vendor of the award.
- 12) Telephone Quotations Sheet, correspondence, quotes, receipts, email, award decision, invoices, other paperwork, etc. must be filed together. File must be maintained for five years for audit purposes.



CWDG Extent of Work

Google Earth

Image © 2004 Airbus

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C

FUNDING CATEGORY	FUNDING ITEM	TOTAL COSTS		COSTS					TOTAL	Notes
		AVAILABLE FUNDS	Oct-Dec 2024	2025	2026	2027	2028	Costs through July 22, 2029		
Contractual	Creek corridor maintenance on public and private land	\$653,750.00	\$ -	\$133,000.00	\$133,000.00	\$148,000.00	\$153,823.53	\$ 85,926.47	\$ 453,750.00	contract with the City once priorities are set
Materials and supplies needed	Items under \$5000 for work	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	Items need to be under \$2000, otherwise special permissions are required prior to purchase and items may be taken back by USPS at end of grant period
Other	Equipment rental (this can be used for City owned equipment used on a project)	\$ 91,000.00	\$ -	\$22,750.00	\$22,750.00	\$22,750.00	\$22,750.00	\$ 91,000.00	\$ 91,000.00	this is a not to exceed amount for equipment use related to fire fuels reduction work per the CWDC proposal only
		\$754,750.00	\$ -	\$355,750.00	\$355,750.00	\$180,750.00	\$176,573.53	\$ 85,926.47	\$ 754,750.00	

D

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Exempt payee

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number

			-						
--	--	--	---	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3405, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, **Federal Register** (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Rim to Rim Restoration
Organization Name

Grant Number 24-DG-11046013-641
PR/Award Number or Project Name

Kara Dohrenwend
Name(s) and Title(s) of Authorized Representative(s)


Signature(s)

09/30/2024
Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.