



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

**MOAB CITY COUNCIL
MAY 26, 2026
REGULAR MEETING - 6:00 P.M.**

City Council Chambers
217 East Center Street
Moab, Utah 84532

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

1.1. Call to Order and Pledge of Allegiance

2. Presentation

2.1. Recognition of Life Saving Efforts at the Moab Recreation and Aquatic Center

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

4. Department Update

4.1. Moab Arts Center Summer Programming

Documents:

voices and votes_council presentation.pdf

5. Consent Agenda

5.1. Ratification of a Thank You Letter to Senator Curtis for the Appropriations Request

Documents:

senator curtis - appropriations.pdf

5.2. Approval of Minutes

May 12, 2026 - Regular Meeting

Documents:

min-cc-2026-05-12 draft.pdf

5.3. Approval of Bills Against the City of Moab in the Amount of \$276,674.10

Documents:

05-13-26 council consent.pdf

05-20-26 council consent.pdf

6. General Business

6.1. Consideration of Resolution 09-2026: A Resolution Adopting an Interlocal Agreement Between the City of Moab and Grand Water and Sewer Service Agency

Documents:

cemetery well agenda summary.pdf

resolution 09-2026 - interlocal agreement for well use (2026-05-19) (mo039-001).pdf

attachment a - interlocal agreement for well use.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

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

Voices & Votes: Democracy in America

Museum on Main Street is a traveling exhibition program, a collaboration between the Smithsonian Institution and State Humanities Councils nationwide.

The  **Smithsonian**
is Coming To Moab!

June 8 - August 7, 2026
at the Moab Arts Center





National Woman's Party march for woman's suffrage, Washington, D.C. February 14, 1917 • Photograph, gift of Alice Paul Centennial Foundation, National Museum of American History

Voices & Votes: Democracy in America is based on an exhibition by the National Museum of American History.

American democracy is ever-changing - with every generation, every election, and every time we choose to vote and raise our voices. It lives and is reborn at the ballot box, on the streets, in meeting houses, and in our homes.

The MARC will also host a companion exhibit that ties in Moab's experience with Democracy. "Community Voices" will showcase how our community uses art & expression to share opinions and declare importances.

Programming Schedule

Pre-exhibition workshops

- May 12 we did a printing press workshop to create some posters for our Community Voices Exhibit
- June 6 at 1 p.m.: Public speaking workshop led by Celia Alario with Sun Civics at the Grand County Public Library

The Exhibition will be open from June 8 through August 7

- Monday-Wednesday from 9 a.m.-4 p.m., Thursdays 9 a.m. -7 p.m., and Sundays from 1-4 p.m.
- Call to schedule a docent guided tour

Programming Schedule

To see the full schedule of
events, visit
moabarts.org/voicesandvotes



Community Partners

Grand County Public Library

Moab Museum

KZMU and the League of Women Voters

Back of Beyond Bookstore and the Synergy Co

The Storied Self and Celia Alario

Sun Civics and the Moab Sun News

UMFA (Utah Museum of Fine Arts) and Utah Humanities

Want to get involved?

Please visit the exhibit and tell your friends and family!

This exhibit is free and open to the public, visit the MARC foyer gallery during the week Monday through Thursday or on Sunday afternoons.

Volunteer with us – we are looking for docents and event support, for more information and to sign up online at moabarts.org/voicesandvotes





THANK YOU

To Utah Humanities and the Smithsonian for making this possible

Support for Museum on Main Street has been provided by the United States Congress

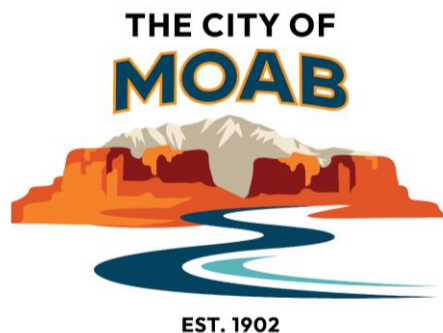


Smithsonian



Mayor
Joette Langianese

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



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

May 20, 2026

The Honorable John Curtis
United States Senate
502 Hart Senate Office Building
Washington, D.C. 20510

Dear Senator Curtis:

On behalf of the City of Moab, thank you for your leadership in requesting Congressionally Directed Funding for two initiatives vital to our region's future: \$3,100,000 for the Spanish Valley Culinary Water Storage Tank and \$500,000 for Integrated Transit Planning in Rural Gateway Communities.

The culinary water storage tank project is a critical investment in our basic infrastructure. By increasing storage capacity, we ensure a more resilient, reliable water supply for the Spanish Valley, which is essential for public safety and sustainable growth. This project addresses a fundamental need for our residents and secures our most precious resource.

Simultaneously, the \$500,000 transit planning request will enable Moab and Grand County to develop a region-wide plan to reduce congestion and enhance multimodal connectivity. As a gateway to federal lands, Moab faces unique traffic challenges; this study will provide recommendations to integrate transit solutions that benefit both our residents and the millions of visitors we welcome each year.

Together, these projects exemplify responsible use of taxpayer funds by balancing immediate infrastructure needs with long-term strategic planning. This federal support leverages local efforts to improve regional self-reliance and protect the quality of life in our rural community.

We also extend our gratitude to your staff for their dedication to Utah. Specifically, we thank Grace Bellone and Grace Simmons for their reliable communication and support. Thank you again for your commitment to our community. Please reach out if your office requires additional information or a briefing on these projects.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Joette La...', with a stylized flourish at the end.

Joette Langianese
Mayor
City of Moab

MOAB CITY COUNCIL MINUTES--DRAFT
REGULAR MEETING
May 12, 2026

Regular Meeting Attendance and Call to Order:

Moab City Council held its Regular Meeting on the above date in Council Chambers. Archived audio is at www.utah.gov/pmn and video is at www.youtube.com/watch?v=gL5pEGwZzH4. Mayor Joette Langianese called the meeting to order at 6:01 p.m. Councilmembers Jason Taylor, Tawny Knutson-Boyd, Kaitlin Myers, Colin Topper and Miles Loftin attended. Also in attendance were City Manager Michael Black, Recorder Sommar Johnson, Associate Planner Johanna Blanco, Community Development Director Cory Shurtleff, Police Chief Lex Bell, Public Works Director Levi Jones, Assistant Police Chief James Blanton, Jr., Attorney Lisa Watts Baskin and 38 members of the public. Councilmember Topper led the Pledge of Allegiance.

Public Comments:

Xander Wycoff spoke on behalf of the Southern Utah Coalition of Concrete Athletes (SUCCA). He congratulated the successful Mayoral and Council candidates who prevailed in the 2025 City election and stated his group will not be endorsing candidates in the upcoming election. He humorously described the history of skateboarders in Moab and advocated for skate park improvements.

Presentations:

Moab Charter School kindergartners and first graders presented results of their science projects involving Mill Creek. They presented information about water depth, sediment, pH of the creek water and changes to the creek bed.

Moab Area Housing Task Force Update: Associate Planner Blanco, who serves as Chair of the Task Force, along with Ben Riley, Executive Director of the Housing Authority of Southeast Utah (HASU), updated Council on the work of the Task Force, including the purpose of the task force, the existing Interlocal Agreement (ILA) involving the City, County, and HASU, the local housing supply pipeline and goals of the group. Increasing the ILA to include the local community land trust, organization of the group and its subcommittees, and educational outreach of the group, were presented. Riley presented the group's budget and explained funding needs for task force priorities. Blanco presented the housing pipeline update and noted there were 178 active employment household (AEH) units available or in the planning and construction process, along with 232 income-tied affordable housing units.

Consent Agenda—Approved

Councilmember Taylor moved to approve the consent agenda, as follows: approval of minutes for the April 28, 2026, Regular Meeting and approval of bills against the City of Moab in the amount of \$705,280.27. Councilmember Knutson-Boyd seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knutson-Boyd, Topper, Myers and Loftin voting aye.

General Business:

Vehicle Sponsorship—Presentation and Discussion:

City Manager Black explained Stellantis Corporation and the Jeep brand submitted the only response to a recent vehicle sponsorship request for proposal (RFP). Black touched on the history of the Jeep Safari and the direct financial investment and marketing exposure to be gained from the sponsorship. He reported on the offer of a \$125,000 unrestricted gift to the City, five loaned Jeep vehicles to the City, along with extensive advertising exposure for Moab with tourism promotion and stewardship as priorities, totaling a contribution of \$11.3 million in media buys and other contributions.

Councilmembers spoke about their support for the project and Councilmember Myers asked if there were similar sponsorships in other communities and Jeep representatives indicated this was the first of its kind. Mayor Langianese mentioned the history of the formation of Canyonlands National Park and the role of Jeeps in the Park's establishment.

Two-Year City of Moab Capital Improvement Plan (CIP)—Discussion

City Manager Black presented a proposed two-year CIP listing projects. He stated his interest in preparing a “shovel ready” list of projects to be funded through grants, property tax, bonds, Recreation, Arts and Parks (RAP) funds and enterprise funds. Projects on the list included road improvement projects such as 100 West, 100 North, 400 East, and the 300 South bridge. Infrastructure projects were listed, such as the public works facility, Center Street gym, City Hall bicycle structure, ballfield improvements, aquatic center repairs, Swanny Park restrooms, and Lions Park river access. Other projects such as public art, playground improvements, and Parks department vehicles and equipment were also mentioned. Revenue sources were discussed including bonding. Councilmembers Taylor and Loftin asked for clarification regarding proposed expenditure of property tax revenues for golf course improvements.

Public Hearing for Final Budget for Fiscal Year 2026-2027:

Mayor Langianese opened a public hearing at 7:34 p.m. regarding **Resolution 04-2026**: a resolution to adopt the Final Budget for Fiscal Year 2026-2027. City Manager Black made a brief presentation and answered questions from Council. Councilmember Loftin asked about the police department housing stipend which was renamed to reflect line-of-duty pay. Councilmember Topper expressed appreciation for the workshops throughout the Spring to prepare the budget and for the smooth process, and thanked Councilmember Myers for her diligent work on the budget. There were no public comments, and the Mayor closed the public hearing at 7:47 p.m.

Adoption of the Final Budget for Fiscal Year 2026-2027—Approved

Motion and Vote: Councilmember Knutson-Boyd moved to adopt **Resolution 04-2026**, approving the final budget and setting the certified tax rate for the City of Moab for Fiscal Year 2026–2027. Councilmember Taylor seconded the motion. The motion passed 4-1 with Councilmembers Taylor, Knutson-Boyd, Topper and Loftin voting aye and Councilmember Myers voting nay.

Golf Course Lease—Tabled

Presentation and Discussion: City Manager Black presented a brief history of the golf course, which he said is situated on land owned by the City and has been operated by the Moab Golf Club since its inception in the 1960s. He added the property constitutes a watershed protection area for the City. Mayor Langianese noted the lease under consideration is an active lease so there is no urgency to alter or renew it. Representatives of the golf course presented information about a master plan being developed for the course, funds needed to repair the irrigation system, the golf course as an economic driver for the community, and a prospective reduction in Ken’s Lake water by 50 percent due to the drought. Increasing amenities at the course including a snack bar, cabins and pickleball courts were mentioned. Discussion ensued regarding the history of the golf club’s financial status, reducing the proposed length of the 15-year lease, concerns with the club’s financial status quo, and greens fees as compared to other small municipal courses, with a discussion about increasing greens fees to fund operations of the course. Councilmember Topper noted the success of the course would fall to taxpayers, which he said he did not support. He expressed a need for the board of the golf club to build confidence regarding financial stability. Mayor Langianese stated more conversation is needed and noted the proposed contract enables the City to raise greens fees. Councilmember Loftin stated that the course could become a viable asset for the community but the Council needed confidence regarding financial conditions. Councilmember Knutson-Boyd expressed a need for the course to support itself. Councilmember Myers concurred and noted fee amounts at other rural Utah courses, which were all higher than Moab. She said she wanted to have a Council member on the golf course board. Councilmember Taylor said he wants the course to be successful and he wants the City to be a good partner. He said it is appropriate for the City to be involved. **Motion and Vote:** Councilmember Loftin moved to table consideration of an updated commercial lease agreement between the City of Moab and the Moab Golf Club. Councilmember Topper seconded the motion. The motion passed unanimously.

City Manager Updates: City Manager Black reported on the Arts & Ag market and City staff outreach

at the event. He said business license renewals would be sent to local businesses via email on May 18. He reported on a meeting of the local watershed council and noted the onboarding of a new police officer.

Mayor and Council Reports:

Councilmember Loftin reported he met with City Manager Black, attended the Arts & Ag event, and attended a meeting of the Planning Commission.

Councilmember Myers said she attended Arts & Ag and a meeting of the housing task force.

Councilmember Topper reported he visited with the Charter School science students, and attended meetings with the solid waste district, downtown business owners, and stakeholders interested in bicycle access at Arches National Park.

Councilmember Taylor stated he attended a meeting with the travel council.

Mayor Langianese stated she attended meetings regarding a proposed shuttle service to Arches National Park, the tailings pile, and with the County Commission Chair.

Adjournment:

Councilmember Taylor moved to adjourn the meeting. Councilmember Loftin seconded the motion. The motion passed unanimously. The Mayor adjourned the meeting at 8:54 p.m.

APPROVED: _____
Joette Langianese, Mayor

ATTEST: _____
Sommar Johnson, City Recorder

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 05/07/2026 to 05/13/2026

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
AARON P. WISE ATTORNEY AT LAW	280044	05/13/2026	\$3,000.00			Purchasing
AD-VERTISER	280045	05/13/2026	\$486.00			Purchasing
Allred, Richard	280046	05/13/2026	\$307.00			Purchasing
AMAZON CAPITAL SERVICES	280047	05/13/2026	\$1,367.24			Purchasing
AT&T MOBILITY II, LLC	280048	05/13/2026	\$2,284.78			Purchasing
Blanton Jr., James	280049	05/13/2026	\$307.00			Purchasing
BSN SPORTS LLC	280050	05/13/2026	\$94.48			Purchasing
CANYONLANDS AUTO & MINING SUP	280051	05/13/2026	\$1,215.41			Purchasing
CANYONLANDS COPY CENTER	280052	05/13/2026	\$220.00			Purchasing
CHEMTECH-FORD LLC	280053	05/13/2026	\$486.00			Purchasing
CITY OF MOAB	280054	05/13/2026	\$11,222.60			Purchasing
CIVICPLUS	280055	05/13/2026	\$7,924.77			Purchasing
Clark, Nathaniel	280056	05/13/2026	\$377.00			Purchasing
CUSTOMER REFUNDS	280057	05/13/2026	\$120.00			Purchasing
CUSTOMER REFUNDS	280058	05/13/2026	\$15.00			Purchasing
CUSTOMER REFUNDS	280059	05/13/2026	\$600.00			Purchasing
CUSTOMER REFUNDS	280060	05/13/2026	\$80.00			Purchasing
DESERT MOUNTAIN CORPORATION	280061	05/13/2026	\$4,809.65			Purchasing
DESERT WEST OFFICE SUPPLY	280062	05/13/2026	\$219.32			Purchasing
DUFFORD,WALDECK, MILBURN & KR	280063	05/13/2026	\$646.00			Purchasing
FRIENDS OF THE MOAB FOLK FESTIV	280064	05/13/2026	\$4,500.00			Purchasing
HOLLAND EQUIPMENT COMPANY	280065	05/13/2026	\$11,676.00			Purchasing
INTERMOUNTAIN FARMERS ASSOCIA	280066	05/13/2026	\$937.19			Purchasing
JOHNSTONE SUPPLY	280067	05/13/2026	\$255.42			Purchasing
LANDMARK DESIGN INC.	280068	05/13/2026	\$3,610.00			Purchasing
MIRIAM GRAHAM	280069	05/13/2026	\$250.00			Purchasing
MOAB AUTO PARTS INC.	280070	05/13/2026	\$13.71			Purchasing
MOAB DOWNTOWNER LLC	280071	05/13/2026	\$54,841.27			Purchasing
MOAB HEAT N COOL LLC	280072	05/13/2026	\$1,904.22			Purchasing
MOAB MAILING CENTER	280073	05/13/2026	\$57.08			Purchasing
O'REILLY AUTO PARTS	280074	05/13/2026	\$80.00			Purchasing
PACKARD WHOLESALE	280075	05/13/2026	\$2,050.97			Purchasing
Perna, Steven	280076	05/13/2026	\$145.00			Purchasing
PREMIER VEHICLE INSTALLATION	280077	05/13/2026	\$690.00			Purchasing
PROVELOCITY	280078	05/13/2026	\$12,390.00			Purchasing
PYE-BARKER FIRE & SAFETY LLC	280079	05/13/2026	\$4,503.10			Purchasing
RICK'S GLASS	280080	05/13/2026	\$512.42			Purchasing
ROCKY MOUNTAIN POWER	280081	05/13/2026	\$33,812.95			Purchasing
SCOOTER'S TOOLS LLC	280082	05/13/2026	\$199.95			Purchasing
SKAGGS	280083	05/13/2026	\$1,148.32			Purchasing
SKYLER CURRIE	280084	05/13/2026	\$895.00			Purchasing
SMITH HARTVIGSEN PLLC	280085	05/13/2026	\$16,923.00			Purchasing
SOLID WASTE SPECIAL SERVICE DIS	280086	05/13/2026	\$25,911.80			Purchasing
STANDARD PLUMBING SUPPLY CO.	280087	05/13/2026	\$60.11			Purchasing
TRANSWEST, INC	280088	05/13/2026	\$189.27			Purchasing
TURNER LUMBER OF MOAB	280089	05/13/2026	\$173.74			Purchasing
WALKER DRUG	280090	05/13/2026	\$12.96			Purchasing
WALKER'S TRUE VALUE HARDWARE	280091	05/13/2026	\$601.04			Purchasing
WHEELER MACHINERY CO	280092	05/13/2026	\$29.68			Purchasing
WRIGHT EXPRESS FSC	20260513	05/13/2026	\$15,701.77			Purchasing
ZUNICH BROS. MECHANICAL LLC	280093	05/13/2026	\$90.00			Purchasing
			\$229,948.22		\$0.00	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 05/14/2026 to 05/20/2026

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
ALARIO, CELIA	280094	05/20/2026	\$1,575.00			Purchasing
AMAZON CAPITAL SERVICES	280095	05/20/2026	\$2,133.98			Purchasing
BRANTLEY DISTRIBUTING LLC	280096	05/20/2026	\$304.80			Purchasing
CARDIO PARTNERS INC.	280097	05/20/2026	\$841.98			Purchasing
DEPT OF PUBLIC SAFETY	280098	05/20/2026	\$5,720.00			Purchasing
DUDEK	280099	05/20/2026	\$5,278.75			Purchasing
EPHEMERAL COLLECTIVE	280100	05/20/2026	\$1,000.00			Purchasing
JOHNSTONE SUPPLY	280101	05/20/2026	\$149.76			Purchasing
LAWSON PRODUCTS INC.	280102	05/20/2026	\$399.06			Purchasing
MID-AMERICAN RESEARCH CHEMICA	280103	05/20/2026	\$908.07			Purchasing
MOAB AUTO PARTS INC.	280104	05/20/2026	\$198.37			Purchasing
MOAB ICE	280105	05/20/2026	\$70.00			Purchasing
MOAB MAILING CENTER	280106	05/20/2026	\$15.92			Purchasing
MOAB SUN NEWS	280107	05/20/2026	\$870.00			Purchasing
MOAB VALLEY MULTICULTURAL CENT	280108	05/20/2026	\$7,000.00			Purchasing
MOUNTAINLAND SUPPLY	280109	05/20/2026	\$1,893.15			Purchasing
OTIS ELEVATOR COMPANY	280110	05/20/2026	\$175.00			Purchasing
PACKARD WHOLESALE	280111	05/20/2026	\$2,576.22			Purchasing
PROFESSIONAL DOCUMENT SOLUTI	280112	05/20/2026	\$40.21			Purchasing
RIVERSIDE PLUMBING & HEATING	280113	05/20/2026	\$1,166.90			Purchasing
ROCKY MOUNTAIN POWER	280114	05/20/2026	\$61.93			Purchasing
ROYCE'S ELECTRONICS INC.	280115	05/20/2026	\$23.94			Purchasing
SALT LAKE WHOLESALE SPORTS	280116	05/20/2026	\$4,025.61			Purchasing
SCOOTER'S TOOLS LLC	280117	05/20/2026	\$252.95			Purchasing
SKAGGS	280118	05/20/2026	\$486.89			Purchasing
SOLID WASTE SPECIAL SERVICE DIS	280119	05/20/2026	\$365.00			Purchasing
STANDARD PLUMBING SUPPLY CO.	280120	05/20/2026	\$119.79			Purchasing
THE MOAB TIMES-INDEPENDENT	280121	05/20/2026	\$208.00			Purchasing
TURNER LUMBER OF MOAB	280122	05/20/2026	\$101.10			Purchasing
UTAH STATE UMPIRE ASSOCIATION	280123	05/20/2026	\$1,189.21			Purchasing
UTAH SUPPORT ADVOCATES FOR RE	280124	05/20/2026	\$7,000.00			Purchasing
WALKER'S TRUE VALUE HARDWARE	280125	05/20/2026	\$574.29			Purchasing
			\$46,725.88		\$0.00	



MOAB CITY COUNCIL AGENDA

May 26, 2026

-

TITLE: Consideration of an interlocal agreement allowing GWSSA to use the Cemetery Well

DISPOSITION: Discussion and possible action

PRESENTER/S: Obe Tejada

ATTACHMENT/S: Lease

STAFF RECOMMENDATION: Staff recommends approving a 10-year lease of the Cemetery Well to GWSSA

RECOMMENDED MOTION: “ I move to adopt Resolution 09-2026, approving the Interlocal Cooperation Agreement between Grand Water and Sewer Service Agency and the City of Moab and authorizing the Mayor to sign the Agreement.

OTHER OPTIONS: 1. Approve with modifications; 2. Continue the item with direction to staff as to additional information needed; or 3. Decline to approve the agreement.

SUMMARY:

The City of Moab owns a small irrigation well located on Mill Creek Drive that has historically been operated by the Grand Water and Sewer Agency under an inter-local agreement. That agreement has expired, and staff will present a proposed new inter-local agreement for City Council consideration. The updated agreement would allow GWSSA to continue using and maintaining the well to support irrigation needs in the area.

RELEVANT LAWS, STUDIES & PLANS:

Interlocal Cooperation Act, Section 202.5

RESPONSIBLE DEPARTMENT:

Utilities

FINANCIAL IMPACT:

None, all financial burden will be placed on GWSSA

CITY OF MOAB RESOLUTION 09-2026

A RESOLUTION ADOPTING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MOAB AND THE GRAND WATER AND SEWER SERVICE AGENCY

WHEREAS, The City of Moab (“**Moab**”), and the Grand Water and Sewer Service Agency (“**District**”) are public agencies as defined in Title 11, Chapter 13 of the Utah Code (the “**Interlocal Cooperation Act**”); and

WHEREAS, Section 11-13-202 of the Interlocal Cooperation Act provides that any two or more public agencies may enter into an agreement for joint or cooperative action; and

WHEREAS, Moab and the District desire to enter into an Interlocal Cooperation Agreement (the “**Agreement**”) related to the improvement, use, and maintenance of a well owned by Moab; and

WHEREAS, the Agreement, attached hereto as **Attachment A**, sets forth the rights, duties, and obligations of Moab and the District; and

WHEREAS, the Council has determined that approval of the Agreement will serve the best interests of Moab and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE MOAB CITY COUNCIL as follows:

SECTION 1. That the Agreement is hereby approved in substantially the form attached, subject only to minor administrative or clerical corrections or substitutions as approved by the City Attorney, and that the Mayor is authorized to execute and deliver the Agreement.

SECTION 2. That the Mayor and staff are authorized and directed to take such steps as may be necessary: (a) for this Resolution to become effective under Utah law; and (b) to finalize and post the Resolution to the City’s website.

SECTION 3. If a court of competent jurisdiction determines that any part of this Resolution is unconstitutional or invalid, then such portion of this Resolution, or the specific application of this Resolution, shall be severed from the remainder, which shall continue in full force and effect.

SECTION 4. This Resolution shall become effective immediately, provided, however, that the Agreement will become effective pursuant to its terms.

ADOPTED AND APPROVED at a duly called meeting of the Moab City Council on
this _____ day of _____ 2026.

MOAB CITY

By: Joette Langianese, Mayor

ATTEST:

Sommar Johnson, Municipal Recorder

Attachment A

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
GRAND WATER AND SEWER SERVICE AGENCY
-AND-
THE CITY OF MOAB**

THIS INTERLOCAL COOPERATION AGREEMENT (“**Agreement**”) is made and entered into the _____ day of _____, 2026 (“**Effective Date**”), by and between the GRAND WATER AND SEWER SERVICE AGENCY, a body corporate and politic of the State of Utah (“**District**”), and THE CITY OF MOAB, a municipal corporation of the State of Utah (the “**City**”). District and the City may be referred to collectively as the “**Parties**” and may be referred to individually as a “**Party**.”

RECITALS:

WHEREAS, the Parties recognize that joint and cooperative action is necessary to ensure that the water resources of Spanish Valley and Moab Valley be put to their most beneficial use and that the management of the water resources of the area constitutes a work in the public interest and for the public good; and

WHEREAS, the City owns a certain water well and appurtenances thereto, commonly referred to as the Lance Well (hereinafter the “**Well**”), located at a point North 1238.6’ and West 1363.6’ from the East 1/4 corner of Section 7, T26S, R22E, SLB&M; and

WHEREAS, the City has determined that water from the Well is not suitable for culinary use by Moab City in its municipal water system at the present time; and

WHEREAS, the City wishes to preserve the potential use of water from the Well to irrigate City properties, including the municipal cemetery (“**Cemetery**”); and

WHEREAS, the City has determined that the Well is in need of substantial repairs and improvements to function safely and effectively; and

WHEREAS, the Parties previously entered into an agreement, dated July 3rd, 1986, permitting the District the right to use the Well for irrigation purposes, which agreement has expired; and

WHEREAS, use of water from the Well to satisfy the District’s obligations to Moab Irrigation Company shall increase the quantity of water available for delivery to the District’s customers upstream in Spanish Valley out of Mill Creek through Ken’s Reservoir; and

WHEREAS, the Parties hereby acknowledge and agree that continuing the foregoing arrangement, consistent with the terms and provisions of this Agreement, provides for the most beneficial use of the Well as a source of water supply for the community; and

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree as follows:

AGREEMENT

1. **Initial Term.** The initial term of this Agreement shall begin on the Effective Date and continue in effect for ten (10) years thereafter (“**Initial Term**”).
2. **Renewal Terms.** This Agreement shall automatically renew each year after the Initial Term for additional terms of one year each (each, a “**Renewal Term**”).
3. **Termination.** Either Party may cancel or terminate this Agreement for any reason by delivering notice thereof to the other Party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.
4. **District Use.** By executing this Agreement, the City grants to the District the right to use the Well in accordance with the terms and conditions of this Agreement. The District’s use of the Well shall at all times be subject to the District’s applicable water rights and to system and source capacity limitations.
5. **Change Application.** The District, at its sole expense, shall file with the Utah Division of Water Rights any change or other applications that may be needed for the District to divert its water rights from the Well. The District shall consult with the City prior to filing application to divert a water right from the Well. Title to the water right transferred to the Well by the District shall be and remain the sole and separate property of the District.
6. **City Use.** The City intends to use water from its municipal water distribution system as the primary source of water for irrigation of the Cemetery; however, the City shall have the right, in its sole discretion, to connect to and pump water from the Well for use on the Cemetery at a discharge rate of 1/3 of the Well’s total flow, twenty-four (24) hours per day. The City shall provide the District with notice prior to exercising its rights under this subsection. If the City exercises its rights under this subsection the City’s use of the Well and any related system or source capacity shall take precedence over the District’s use of the same.
7. **Power Costs.** During periods of joint use of the Well by the Parties, when both Parties divert water from the Well, the amount of time water is diverted from the Well for use by the City shall be recorded by both Parties for billing purposes. For such times, power costs shall be paid by both Parties on a pro rata basis determined according to the amount of time the Well is pumped by each Party.
8. **Limitations.** The District shall divert water from the Well for irrigation purposes only, and only for the period of time permitted under the District’s water rights each calendar year, as approved by the Utah Division of Water Rights (“**Irrigation Period**”). At no point shall the District divert more than 242 acre-feet of water during any single Irrigation Period.
9. **Well Ownership.** The Well shall at all times be and remain the sole and separate property of the City, and upon the termination hereof, any and all appurtenances added to, replaced or upgraded during the term of this Agreement shall become the property of the City.

10. Well Improvements or Replacements. The City shall not have any obligation with respect to improving or replacing the Well or be obligated to pay any cost incurred in improving, replacing, or refitting of the Well or equipment related to the Well, including any repair or replacement of the Well pump, column, wiring, starter, and casing.

11. Well Maintenance. All pumps, motors, and appurtenances connected with the operation of the Well itself shall be maintained by the District at its expense, except as hereinafter provided. At the end of each calendar year where the Parties have jointly used the Well, the costs incurred by the District for the maintenance and/or repair of normal wear and tear shall be calculated so that during periods of joint use of the Well the normal maintenance costs can be divided between the District and the City on a pro rata basis. The proportionate share of each Party shall be calculated based upon the same relative percentages used to determine each Party's share of the power costs throughout the year as described in subsection 7 above. Provided, however, that periods during which the City's use of the Well under subsection 6 prevents the District from diverting any water from the Well shall not be included in the cost allocation calculation.

12. Consideration. The Parties acknowledge that any improvements the District may make to the Well are made in exchange for the City's authorization for the District to use the Well, and constitutes good and valuable consideration for this Agreement.

13. District Diversions. The District shall furnish and install, at its own expense, all necessary valves, meters, pipes and other appurtenances necessary to divert water from the Well into the Moab Irrigation Company ditch. The water line extending from the Well to the Moab Irrigation Company ditch, and any replacements or additions thereto, shall be maintained by the District at its expense.

14. City Diversions. The City shall furnish and install, at its own expense, all necessary valves, meters, pipes and other appurtenances necessary to divert water from the Well to the Cemetery or other City properties that the City wishes to irrigate with water from the Well.

15. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended ("Interlocal Act"), in connection with this Agreement, the Parties agree as follows:

- a. Approval. This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;
- b. Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act; and
- c. Records. A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;

16. Costs. Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

- 17. Administration.** No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a City designee and a District designee, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.
- 18. Government Records Access and Management Act.** The Parties shall comply with the Government Records Access and Management Act, Utah Code §§ 63G-2-101 *et seq.* and all other relevant local, state and federal laws regarding this Agreement and any records generated or created related to this Agreement.
- 19. Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.
- 20. Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
- 21. Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.
- 22. Waiver of Breach.** Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.
- 23. Cumulative Remedies.** The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.
- 24. Amendment.** This Agreement shall not be modified except by an instrument in writing signed by the Parties hereto.
- 25. Time of Essence.** Time is the essence in this Agreement.
- 26. Governing Law and Venue.** This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.
- 27. Legal Review.** Both Parties represent that they fully understand their right to review all aspects of this Agreement with counsel and that they have had the opportunity to consult with counsel; that they have carefully read and fully understand all the provisions of this Agreement; and that they are freely knowingly and voluntarily entering into this Agreement. The rule that such an agreement is to be construed against the drafter shall not be applied to this Agreement.

28. Recitals. The Recitals set forth above are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

29. Entire Agreement. This Agreement constitutes the entire understanding and agreement by and among the Parties hereto, and supersedes all prior agreements, representations, or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

30. Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act, Utah Code § 63G-7-101, *et seq.* (the “**Immunity Act**”). Consistent with the terms of the Immunity Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. Neither Party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable laws, and both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

31. Ethical Standards. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards; or (d) knowingly influenced, and hereby promise that they shall not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute, City, or County ordinances.

32. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

33. Interpretation. In this Agreement, unless the context requires otherwise, the following rules of interpretation shall apply:

- a. Use of the singular, plural, or a gender shall include the other.
- b. The word “may” is permissive;
- c. The words “shall not” are prohibitive;
- d. The word “shall” is mandatory or required; and
- e. The present tense includes the future tense, unless otherwise specified.

34. Notices. All notices and other communications under this Agreement shall be in writing or sent via email. Notices shall be deemed as duly received on the date of service, if served

personally on the Party to whom notice is to be given or if notice is emailed. Notices shall also be deemed duly received five (5) days from the date said notice is mailed to the Party to whom notice is to be given, either by first class mail, registered or certified, postage prepaid or by express delivery with handling prepaid, and properly addressed as stated below. The Parties may update the below contact information by sending notice to the other Party.

To the District:

Grand Water and Sewer Service Agency
Water District Office,
3025 E. Spanish Trail Rd.
Moab, UT 84532
[insert email address]

To the City of Moab:

Moab City
Attn: City Manager
217 E. Center Street
Moab, Utah 84532
mblack@moabcity.gov

35. Third Party Beneficiaries. This Agreement shall not confer any benefit hereunder on any person, firm, entity, third party beneficiary, or corporation other than the City and the District.

36. Successor Legislation. Any statute referred to in this Agreement shall be deemed to include that statute as amended, restated, and/or replaced from time to time, and any successor legislation to the same general intent and effect.

[Signatures included on the next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

CITY ACCEPTANCE

City of Moab
By: Michael Black
Its: City Manager

Attest:

Sommar Johnson
City Recorder

Approved as to Form:

Nathan Bracken
City Attorney

DRAFT

DISTRICT ACCEPTANCE

Grand Water and Sewer Service
Agency
By: Brian Backus
Its: Chair

Attest:

Secretary

Approved as to Form:

District Attorney

DRAFT