THE CITY OF MOAB

EST. 1902

ENHANCING OUR VIBRANT COMMUNITY AND IMPROVING OUR QUALITY OF LIFE

MOAB CITY COUNCIL
JUNE 23, 2026
REGULAR MEETING - 6:00 P.M.

City Council Chambers
217 East Center Street
Moab, Utah 84532

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

1.1. Call to Order and Pledge of Allegiance

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

3. Workshop

3.1. Water Conservation Plan

Documents:

26 6june_water conservation plan agenda summary.pdf

4. Department Update

4.1. Administration Update - Community Garden

5. Consent Agenda

5.1. Confirmation Letter for the Funding Match for the Building Resilient Infrastructure and Communities Grant Application

Documents:

bric match letter draft.pdf

5.2. Letter of Support for Glass Recycling Foundation Grant Application

Documents:

cswa los.pdf

5.3. Approval of Minutes

June 9, 2026 - Regular Meeting

Documents:

min-cc-2026-06-09 draft.pdf

5.4. Approval of Bills Against the City of Moab in the Amount of $308,414.38

Documents:

06-10-26 council consent.pdf
06-17-26 council consent.pdf

6. General Business

6.1. Public Hearing for Resolution 10-2026: A Resolution Amending the Fiscal Year 2025-2026 Budget - CANCELED

6.2. Consideration of Ordinance 2026-13: An Ordinance Adopting the City of Moab Residential Utility Assistance Program

Documents:

ordinance 2026-13 moab city ruap policy_cc agenda summary 06-23-2026.pdf
exhibit 1 - ordinance 2026-13 - city of moab residential utility assistance program (ruap) policy .pdf
exhibit 2 - city of moab residential utility assistance progam policy - revised to make permanent policy.pdf
exhibit 3 - ruap participation summary fy25-26 - ruap - through 06-17-2026.pdf
exhibit 4 - ruap approved assistance list - fy26 - redacted - 06-17-2026.pdf

6.3. Consideration of an Interlocal Agreement with Moab Valley Fire Department

Documents:

26-6june_mvfd ila agenda summary.pdf
26-6june_mvfd ila resolution draft.pdf
26-6june 23_ila_moab-mvfd_final (v4).docx

6.4. Consideration of a Cooperative Wildfire System Agreement with Forestry, Fire and State Lands

Documents:

26 6june_cws agenda summary.pdf
26-6june_cws agreement - moab.pdf
26 6june_cws resolution draft.pdf

6.5. Consideration of Ordinance 2026-11: An Ordinance of the City Council Of Moab Amending Moab Municipal Code, Title 17, Chapter 17.30 Neighborhood Commercial Zone, Section 17.30.020 Permitted Uses and Regulations, To Include Medical Clinic as a Permitted Use.

Documents:

exhibit 1_ draft ordinance 2026-11.pdf
exhibit 2_letter to planning commission.pdf
exhibit 3_record of decision _new hope code amendment_planning commission_30-26.pdf
new hope code change pc agenda summary.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

MOAB CITY COUNCIL AGENDA June 23, 2026

TITLE: Water Conservation Plan Workshop

DISPOSITION: Workshop

PRESENTER/S: Val Veilleux, Grants & Sustainability Coordinator
Alexi Lamm, Strategic Initiatives & Sustainability Director

ATTACHMENTS: N/A

RECOMMENDED MOTION: N/A

SUMMARY:

Every five years the City of Moab must submit a Water Conservation Plan to the State of Utah to qualify for water development funding. The City last updated the plan in December 2021. A draft of the 2026 plan is due July 15, with final submission due on December 15, 2026.

In this workshop, staff will update the Council on the requirements of the plan, progress on water conservation goals, timeline for completion of public outreach, options for future water conservation, and actions we can take now to address the drought. Staff will provide a menu of water conservation measures that may be included in the 2026 plan and request feedback from Council on which measures to investigate further.

RELEVANT LAWS, STUDIES & PLANS:
Utah Code § 73-10-32, MMC § 17.10.070, MMC § 17.09.660, 2017 Moab General Plan, 2021 Moab Water Conservation Plan, 2025 Water Shortage Plan, 2023 Moab Sustainability Plan

RESPONSIBLE DEPARTMENT:
Administration/Sustainability with support from Utilities, Public Works, Treasurer, and Community Development

FINANCIAL IMPACT:
Creation of the plan does not obligate funds, but it will influence future staff recommendations. Funding for conservation measures would be considered independently of the plan adoption.

Michael A. Black, AICP
City Manager

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

THE CITY OF
MOAB
EST. 1902

Joette Langianese
Mayor

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

June 23, 2026

Eric Martineau
State Hazard Mitigation Officer
4315 S. 2700 W., 2nd Floor, Suite 2200
Taylorsville, UT 84129

Dear Mr. Martineau,

The City of Moab agrees to pay the 25% local share for the 300 S Bridge Flood Mitigation Project construction grant if it is funded through the Building Resilient Infrastructure and Communities (BRIC) program application. The 25% local share will not come from other federal funding sources but has been budgeted and will be provided as cash from the City of Moab.

The estimated date of availability of the cash, totaling $2,517,692.63 will be July 1, 2026.

Sincerely,

Joette Langianese
Mayor
City of Moab

Michael A.
Black, AICP
City Manager

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

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Canyonlands Solid Waste Authority
2295 South Highway 191
Moab, Utah 84532

June 23, 2026

Re: Letter of Support for Glass Recycling Foundation Grant Application

Dear Grant Selection Committee,

On behalf of Moab City, please accept this letter of support for Canyonlands Solid Waste Authority's (CSWA) application to the Glass Recycling Foundation for funding to expand glass recycling infrastructure and access in Moab, Grand County, and surrounding rural communities. Moab City recognizes CSWA's essential role in providing solid waste and recycling services and supports continued investment in practical infrastructure that helps meet the needs of residents, businesses, visitors, and growing multifamily developments.

CSWA's proposed project will support the construction of a dedicated glass storage bunker, the purchase of satellite glass recycling drop-off containers, and the development of education and outreach materials. These improvements will increase convenient public access, strengthen local collection logistics, support cleaner source-separated material, and improve CSWA's ability to stage glass for recycling through Momentum Recycling in Salt Lake City.

Moab City supports efforts that expand recycling opportunities, reduce unnecessary landfill disposal, and strengthen long-term materials management in our region. This project aligns with those priorities by creating durable infrastructure that will serve Moab and surrounding communities beyond the grant period. For these reasons, Moab City is pleased to support CSWA's Glass Recycling Foundation grant application and its continued efforts to expand recycling access and provide forward-looking solid waste solutions for the region.

Sincerely,

Joette Langianese
Mayor
City of Moab

On behalf of the Moab City Council

MOAB CITY COUNCIL MINUTES--DRAFT
REGULAR MEETING
June 9, 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=T83OY32YCPE. Mayor Joette Langianese called the meeting to order at 6:02 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, Parks, Recreation and Trails Director Patrick Trim, Police Chief Lex Bell, Assistant Police Chief James Blanton, Jr., Public Works Director Levi Jones, Community Development Director Cory Shurtleff, Deputy Recorder Yvonne Hatathly, Engineer Mark Jolissaint, Assistant Engineer Didar Charles, Attorney Lisa Watts Baskin and 12 members of the public. Councilmember Myers led the Pledge of Allegiance.

Public Comments:
Sara Melnicoff reported on the expenses of Moab Solutions for the month of June. She indicated that the organization had received approximately $4,000 in funding from the City, which was used to assist residents in need.

Bill Agee stated he lives on Mill Creek Drive and asked Council to approve a 20 miles per hour (mph) speed limit on designated routes and to delay a decision regarding omitting the current 15 mph speed limit for street-legal off-highway vehicles (OHVs). He requested a legal determination regarding the legality of the differential limits for OHVs. He stated that recent concern about the 15 mph limit is cause for review, not recission from the municipal code.

Pete Gross stated he agreed with Mr. Agee. He complimented Council on the calm and collaborative atmosphere at City Council meetings. He said he is disturbed at all hours by OHV noise. He asked if there had ever been a noise violation citation issued by police. He mentioned acoustic noise cameras that were in use in various municipalities across the country. He acknowledged that noise violation enforcement is a tough topic. He volunteered to research acoustic cameras and noted that such technology could assist police in enforcement 24 hours a day with little staffing demand. He said it was the same loud vehicles every night on Main Street.

Emily Niehaus stated she echoed the comments by Mr. Agee. She urged Council to try all approaches to solving the noise dilemma. She asked for lower speed limits. Lower noise levels from lower OHV speeds were noticeable, she reported. She noted the agenda amendment to include a pride proclamation and said the City's efforts go a long way. She thanked Council for their work.

Department Update:
Police Chief Bell reported on the conclusion of the first citizens' academy which covered the role and activities of the police department. Academy graduate Rachel Mundell also reported to Council on her impressions of the course. Bell stated 22 residents completed the academy and noted students were high school age to retirees. He noted the session received complimentary reviews on content and instructional quality. Councilmember Loftin, who attended the academy, praise the police staff and the quality of the program.

Consent Agenda—Approved
Councilmember Myers moved to approve the consent agenda, as follows: approval of minutes for the May 26, 2026, Regular Meeting, approval of bills against the City of Moab in the amount of $404,129.33 and approval of a Pride Month proclamation. Councilmember Topper seconded the motion. Myers expressed gratitude for the Pride proclamation, which Mayor Langianese read aloud to the audience. The motion passed 5-0 with Councilmembers Taylor, Knutson-Boyd, Topper, Myers and Loftin voting aye.

General Business:
Public Hearing regarding amending the fiscal year 2025-2026 budget—Tabled
Councilmember Myers moved to postpone until the next regular meeting the public hearing regarding amending the 2025-2026 budget. Councilmember Loftin seconded the motion. City Manager Black stated there may not be a need for a budget amendment to close out the fiscal year. The motion passed unanimously.

Budget Amendment for FY 25/26 (Resolution 10-2026)—Discussion
City Manager Black stated the City budget revenues are 18 percent ahead of expenses. He explained some capital projects are not yet completed and would be covered by enterprise funds. He said some Workforce Affordable Housing Units (WAHU) funds were not yet received because of delays in development. He concluded by stating tourism-related tax collection was higher than projected.

Lions Park River Access Feasibility Study Contract Award—Approved
Presentation and Discussion: Parks, Recreation and Trails Director Trim presented for consideration a grant-funded contract to undertake a feasibility study to develop non-motorized access to the Colorado River at Lions Park. Councilmember Topper stated he was excited to explore ideas regarding access for swimming and paddle boarding and other non-motorized access to the river. Councilmember Taylor mentioned the County-owned far shore of the river in the vicinity. Trim stated he attended a meeting at which the County's boat ramp was discussed for motorized use and said the County's project would not duplicate the City's project. He added the County had applied for a stream alteration permit. Councilmember Myers asked about collaborating with stakeholders and engaging the public in the project. Councilmember Loftin said he was enthusiastic about the town-side access.
Motion and Vote: Councilmember Loftin moved to approve a contract award to River Restoration in the amount of $198,407 for a Lions Park River Access Feasibility Study. Councilmember Topper seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knutson-Boyd, Topper, Myers and Loftin voting aye.

Red Rock Development Easement at Golf Course—Presentation
Community Development Director Shurtleff and Assistant Engineer Charles described a request for easements for water, sanitary sewer service and stormwater infrastructure access for a proposed 55-unit residential development near the City-owned land at the golf course. Charles mentioned the drinking water source protection zone and requirements to maintain the zone. Shurtleff explained some platting issues including small areas that are undevelopable. Councilmember Myers asked about roadway standards, maintenance and expressed concern about the proposed easement creating a triangle of land. Councilmember Taylor stated his understanding that the proposed utility road easement was only for access to the retention basin and would not be used for residential access.

Surplus Property Declaration—Approved
Recorder Johnson explained the surplus items, including a snow blower and a golf cart, would be auctioned at www.publicsurplus.com.
Motion and Vote: Councilmember Knutson-Boyd moved to adopt **Resolution 11-2026** declaring certain property owned by the City of Moab as surplus. Councilmember Loftin seconded the motion. The motion passed unanimously.

Speed Limit Amendments for Street-Legal Vehicles—Approved
Presentation and Discussion: City Manager Black and Police Chief Bell introduced the proposed amendment to the municipal code. Bell stated the *prima facie* speed limit throughout the City is 20 mph unless otherwise posted. Councilmember Myers noted that Council would have the authority to set speed limits for OHVs and other vehicles. Councilmember Loftin noted the proposal gave clarity to the law.
Motion and Vote: Councilmember Taylor moved to approve **Ordinance 2026-12**: an ordinance repealing and replacing **Ordinance 2020-15** and amending section 10.04.090 of the Moab Municipal Code regarding the establishment of speed limits for street-legal vehicles, including street-legal all-

terrain vehicles. Councilmember Topper seconded the motion. The motion passed unanimously.

Speed Limit Changes Within the City of Moab—Tabled
Presentation and Discussion: Mayor Langianese recommended tabling the action until the community could participate in the Safe Streets for All project. Public Works Director Jones and Police Chief Bell presented speed limit recommendations based on public feedback and studies and new considerations, including streets that were identified as priorities and those serving as a bypass to Main Street. Chief Bell stated his recommendations, including retaining a 25 mph speed limit on 500 West, 400 East, Williams Way and Kane Creek Boulevard. He stated his support for designating Mill Creek Drive, 400 North and 100 West as 20 mph zones. Councilmember Loftin stated his agreement with keeping 500 West and 400 East at 25 mph. Councilmember Taylor concurred. Councilmember Topper mentioned that residents are concerned about the removal of the 15 mph OHV speed limit. Topper noted he is a cyclist and said he is almost always in favor of lowering speed limits. He stated that the slower OHVs create a heated environment on the streets and the slower vehicles drive in the bike lanes, creating conflicts with bikes. He stated he is in favor of tabling until a public workshop. He said cyclists almost always lose and the differential speed limits are problematic.
Motion and Discussion: Councilmember Topper moved to table until September speed limit changes in priority areas as identified by staff. Councilmember Loftin seconded the motion. Mayor Langianese suggested tabling the motion until the Safe Street report was completed. Councilmember Myers stated the decision date was a long way out, and she commonly hears that vehicle noise is related to speeds. Councilmember Topper stated the speed limit discussion is independent of the Safe Street program. He said that if noise was not a consideration, he did not want a differential 15 mph speed limit. Councilmember Taylor agreed with Councilmember Myers, citing enforcement issues and said he does not want OHVs singled out. He said education, enforcement, and a legally viable option were preferred.
Vote: The motion passed unanimously.

City Manager Report:
City Manager Black reported all the trailers at Walnut Lane were demolished. He mentioned a grant to complete the reconstruction of the Pack Creek pedestrian bridge. He mentioned the Smithsonian exhibit, "Voices & Votes" is at the MARC June 8 to August 7. He mentioned job openings with the City recreation department and noted Juneteenth is a City holiday.

Mayor and Council Reports:
Councilmember Loftin reported that he attended a meeting of the Utah Renewable Energy Communities. He said 16 Utah communities were participating in the program, and he had received questions about how utility customers can opt out.
Councilmember Myers stated she attended the rodeo and a meeting of the housing task force and mentioned an upcoming housing town hall. She said she attended the opening of the Voices & Votes exhibit and the Safe Streets open house. She mentioned an upcoming family-friendly Pride Month event at the aquatic center.
Councilmember Topper thanked public works staff for work on the Rotary Park bridge. He said he attended a safety action plan open house and a TrailMix meeting.
Councilmember Knutson-Boyd reported she met with museum staff and attended a meeting at Utah State University regarding a memorial for Joe Kingsley. She mentioned the Smithsonian exhibit.
Councilmember Taylor reported he attended the high school graduation, an airport board meeting, and the North Wash boat ramp ribbon cutting. He said he attended the Safe Streets open house and a meeting of the travel council.
Mayor Langianese reported she attended meetings of the Natural Resources Conservation Service and the Southeastern Rural Development Agency. She said she discussed upcoming legislation with the City's lobbyists and attended meetings with the County Commission chair, the golf course planning committee, the Arches shuttle working group, and attended the opening of the Voices & Votes exhibit.

Executive (Closed) Session:
Councilmember Myers moved to enter an executive session to discuss reasonably imminent and/or pending litigation. Councilmember Loftin seconded the motion. The motion passed unanimously. Mayor Langianese convened the closed session at 8:02 p.m. Councilmember Taylor moved to end the closed session. Councilmember Loftin seconded the motion. The motion passed unanimously. Mayor Langianese ended the closed session at 8:40 p.m.

Adjournment:
Councilmember Knutson-Boyd moved to adjourn the meeting. Councilmember Topper seconded the motion. The motion passed unanimously. The Mayor adjourned the meeting at 8:41 p.m.

APPROVED: __________________ ATTEST: ______________________
Joette Langianese, Mayor Sommar Johnson, City Recorder

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 06/04/2026 to 06/10/2026

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
AD-VERTISER	280206	06/10/2026	$427.50			Purchasing
AMAZON CAPITAL SERVICES	280207	06/10/2026	$3,153.76			Purchasing
B I BILLS INSPECTION SERVICES LLC	280208	06/10/2026	$750.00			Purchasing
BLUE STAKES OF UTAH 811	280209	06/10/2026	$91.27			Purchasing
Bosh, Beachem	280210	06/10/2026	$304.00			Purchasing
BURBIDGE, ALEXANDER C.	280211	06/10/2026	$255.00			Purchasing
CANYONLANDS NATURAL HISTORY A	280212	06/10/2026	$10,000.00			Purchasing
CHEMTECH-FORD LLC	280213	06/10/2026	$1,579.00			Purchasing
DELCO WESTERN	280214	06/10/2026	$5,204.56			Purchasing
DESERT WEST OFFICE SUPPLY	280215	06/10/2026	$60.00			Purchasing
ENERGY MANAGEMENT CORPORATI	280216	06/10/2026	$5,651.54			Purchasing
FRIENDS OF ANONYMOUS BIKE PARK	280217	06/10/2026	$3,000.00			Purchasing
GRANICUS	280218	06/10/2026	$9,447.03			Purchasing
GRISWOLD INDUSTRIES	280219	06/10/2026	$16,216.32			Purchasing
HANSEN ALLEN & LUCE INC	280220	06/10/2026	$3,573.50			Purchasing
IWORQ SYSTEMS	280221	06/10/2026	$18,000.00			Purchasing
JOHNSTONE SUPPLY	280222	06/10/2026	$423.88			Purchasing
LANDMARK DESIGN INC.	280223	06/10/2026	$1,250.00			Purchasing
LB MOAB OWNER PHASE 1 LLC	280224	06/10/2026	$200.00			Purchasing
LB MOAB OWNER PHASE 1, LLC	280225	06/10/2026	$93.14			Purchasing
LB MOAB OWNER PHASE I, LLC	280226	06/10/2026	$64.58			Purchasing
MOAB ICE	280227	06/10/2026	$70.00			Purchasing
MOAB MAILING CENTER	280228	06/10/2026	$30.57			Purchasing
MOAB SUN NEWS	280229	06/10/2026	$650.00			Purchasing
ODP BUSINESS SOLUTIONS, LLC	280230	06/10/2026	$184.93			Purchasing
PACKARD WHOLESALE	280231	06/10/2026	$501.27			Purchasing
RICK'S GLASS	280232	06/10/2026	$190.00			Purchasing
RIVER CANYON WIRELESS	280233	06/10/2026	$84.99			Purchasing
ROCKY MOUNTAIN POWER	280234	06/10/2026	$33,462.66			Purchasing
ROYCE'S ELECTRONICS SITE MANAG	280235	06/10/2026	$450.00			Purchasing
SAFETY SUPPLY & SIGN CO. INC	280236	06/10/2026	$13,691.48			Purchasing
SIRCHIE FINGER PRINT LABS	280237	06/10/2026	$56.30			Purchasing
SKAGGS	280238	06/10/2026	$1,724.72			Purchasing
SKYLER CURRIE	280239	06/10/2026	$1,610.00			Purchasing
SMITH HARTVIGSEN PLLC	280240	06/10/2026	$16,305.50			Purchasing
SOLID WASTE SPECIAL SERVICE DIS	280241	06/10/2026	$32,372.00			Purchasing
T.W.S. CONSTRUCTION INCORPORAT	280242	06/10/2026	$42,603.32			Purchasing
TPI PRODUCTIONZ LLC	280243	06/10/2026	$180.00			Purchasing
UTAH LOCAL GOVERNMENTS TRUST	20260610	06/10/2026	$8,439.72			Purchasing
WALKER DRUG	280244	06/10/2026	$10.38			Purchasing
WALKER'S TRUE VALUE HARDWARE	280245	06/10/2026	$1,059.05			Purchasing
			$233,421.97		**$0.00**	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 06/11/2026 to 06/17/2026

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
A TEAM DRYWALL INC.	280246	06/17/2026	$39,800.00			Purchasing
AMAZON CAPITAL SERVICES	280247	06/17/2026	$2,462.86			Purchasing
ARNIE BUTLER & ASSOCIATES	280248	06/17/2026	$1,750.00			Purchasing
AT&T MOBILITY II, LLC	280249	06/17/2026	$2,284.78			Purchasing
BOBCAT OF THE ROCKIES	280250	06/17/2026	$201.22			Purchasing
BOWEN COLLINS & ASSOCIATES INC.	280251	06/17/2026	$9,710.75			Purchasing
CANYONLANDS AUTO & MINING SUP	280252	06/17/2026	$254.91			Purchasing
CHEMTECH-FORD LLC	280253	06/17/2026	$655.00			Purchasing
CHP ELECTRICAL SERVICES INC.	280254	06/17/2026	$13,465.00			Purchasing
CIVIL SCIENCE INFRASTRUCTURE IN	280255	06/17/2026	$2,112.50			Purchasing
CUSTOMER REFUNDS	280256	06/17/2026	$25.00			Purchasing
CUSTOMER REFUNDS	280257	06/17/2026	$300.00			Purchasing
DESERT WEST OFFICE SUPPLY	280258	06/17/2026	$79.00			Purchasing
MILLER, MURICE D.	280259	06/17/2026	$100.00			Purchasing
MIRIAM GRAHAM	280260	06/17/2026	$100.00			Purchasing
MOAB SUN NEWS	280261	06/17/2026	$270.00			Purchasing
PROFESSIONAL DOCUMENT SOLUTI	280262	06/17/2026	$51.00			Purchasing
RICK'S GLASS	280263	06/17/2026	$249.00			Purchasing
SALT LAKE COMMUNITY COLLEGE	280264	06/17/2026	$456.50			Purchasing
WALKER'S TRUE VALUE HARDWARE	280265	06/17/2026	$74.89			Purchasing
ZIONS BANK PUBLIC FINANCIAL SER	280266	06/17/2026	$500.00			Purchasing
ZUNICH BROS. MECHANICAL LLC	280267	06/17/2026	$90.00			Purchasing
			$74,992.41		**$0.00**	

MOAB CITY COUNCIL AGENDA June 23, 2026

TITLE: Consideration of adopting Ordinance 2026-13 amending the City of Moab Residential Utility Assistance Program Policy (RUAP) to make it a permanent program.

DISPOSITION: Discussion and possible action

PRESENTER/S: Marcy Mason

ATTACHMENT/S:

Exhibit 1 - Ordinance 2026-13 - City of Moab Residential Utility Assistance Program (RUAP) Policy

Exhibit 2 - City of Moab Residential Utility Assistance Program Policy - Revised to make Permanent Policy. (red line)

Exhibit 3 - RUAP Participation Summary FY25-26 - RUAP - through 06-17-2026

Exhibit 5 - RUAP Approved Assistance List – FY26 - redacted

STAFF RECOMMENDATION: Adopt the Ordinance 2026-13 -Residential Utility Assistance Program as a permanent policy.

SUMMARY:
The Residential Utility Assistance Program (RUAP) was originally established under Ordinance **2024-06** to provide monthly utility credits to low-income homeowners and renters beginning January 1, 2025. The initial pilot period ended June 2025, and was extended two more times with the Pilot program coming to an end June 30, 2026. Original policy was reviewed and updated by our Attorneys.

- Move the program to a permanent policy.

The program remains funded under the **FY2026–2027** budget allocation of $75,000. If the extension is adopted, updated communications and outreach will continue to the community.

RECOMMENDED MOTION:
I move to adopt to Ordinance 2026-13, an ordinance amending the City of Moab Residential Utility Assistance Program Policy to become a permanent policy.

RESPONSIBLE DEPARTMENT:
Treasurer Department

FINANCIAL IMPACT: No additional budget appropriation is required. The RUAP will continues to operate within the $75,000 allocated in the FY2026–2027 budget. FY26 total expense for the program was $8,320.

CITY OF MOAB ORDINANCE 2026-12

AN ORDINANCE ADOPTING CITY OF MOAB RESIDENTIAL UTILITY ASSISTANCE PROGRAM

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

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

WHEREAS, the 2026-2027 fiscal year budget for Moab appropriated $75,000 for the Program; and

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

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

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

1. Enactment of Moab Residential Utility Assistance Program: The following documents are approved:

    a. The amended Pilot program policy to a permanent policy attached to this ordinance as **Exhibit 1**

2. Administration of Program: The Treasurer and all other applicable City staff are authorized and directed to implement the Program in accordance with the Policy, including undertaking any educational outreach that may needed to inform residents of the Program and applicable filing deadlines.

3. Effective Date of Ordinance. This ordinance shall take effect as soon as it is posted pursuant to Utah Code §10-3-711, deposited, and recorded in the office of the Moab City Recorder.

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

SIGNED:

____________________________________   ____________________
Joette Langianese, Mayor   Date

ATTEST:

____
Sommar Johnson, Recorder

VOTING:

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

(Complete as Applicable)
Summary of ordinance posted to Moab City Website, the Utah Public Notice Website, and in a public location within the City boundaries pursuant to Utah Code §10-3-711 and 63G-30-102
____
Effective date of ordinance:____

SUMMARY OF
CITY OF MOAB
ORDINANCE NO. 2026-13

On June 23, 2026, the Moab City Council enacted Ordinance No. 2026-13 to adopted the Moab Residential Utility Assistance Program as a permanent program.

________________________________ ___________________

By: Joette Langianese, Mayor Date

ATTEST:

____

Sommar Johnson, Recorder

VOTING:

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

A complete copy of Ordinance No. 2026-13 is available in the Moab City officers located at 217 E. Center Street, Moab, UT 84532.

City of Moab Residential Utility Assistance Program Policy

1) **GENERAL PROVISIONS**
   a) **Purpose**
      i. To establish an efficient and streamlined process for implementing the Residential Utility Assistance (RUAP) program for low-income families who own property or rent their place of residence and are responsible for paying utility bills.
   b) **Scope**
      i. This program is available to all low-income Homeowners and Renters who are living within Moab's City boundaries and pay utility bills (water, sewer, stormwater) directly to the City of Moab or the Grand Water and Sewer Service Agency ("**GWSSA**").
      ii. Renters who reside within City limits, pay rent for their residence, and meet all other eligibility criteria, including having a valid lease and verified residency, may be eligible for the Program even if the utility account is not in their name or they do not directly pay the utility bills. In these cases:
         (1) The subsidy may be issued to the Homeowner or Property Manager with written confirmation that the full benefit will be applied toward the Renter's housing costs.
         (2) If such confirmation cannot be obtained, the City may issue the subsidy directly to the Renter, subject to verification and approval.
   c) **Duration**
   i. The Program will begin on July 1, 2025 and will remain in place unless the program is either repealed or no longer funded.
         (1) **"Household"** means one or more persons related or unrelated who live in the same dwelling and share meals or living accommodation, and may consist of a single family or some other grouping of people.
         (2) **"Homeowner"** means a household who owns and occupies real property located in Moab City.
         (3) "Property Manager" means a person or business such as a Homeowner, property manager, property management company, landlord, or similar, who owns and/or manages real property used for residential rental occupancy.
         (4) **"Renter"** means a household who occupies, pays rent, or otherwise has a written agreement to reside in real property owned and/or managed by the Property Manager.

2) **ELIGIBILITY CRITERIA**
   a) **Homeowner Eligibility**
      i. Homeowners qualify if they meet the income thresholds for state assistance programs such as SNAP, TANF, WIC, or free/reduced lunch, or are within 80% of the Area Median Income (AMI).
   b) **Renter Eligibility**
      i. Renters may qualify for the Utility Subsidy Program if they meet the same income thresholds as Homeowners outlined in Section 2.a.i.. To be eligible, Renters must provide the following documentation::

(1) Valid Lease Agreement: The applicant must submit a current and valid lease agreement that includes their name, the address of the rental unit within the City of Moab, and the lease term. Informal arrangements, such as subleases without documentation or living with others without a lease, are not eligible under this program.
(2) Proof of Utility Cost Responsibility: Renters must provide documentation confirming they are responsible for paying utility costs. Acceptable forms include:
(a) A utility clause in the lease agreement.
(b) A separate utility addendum.
(c) A signed letter from the Homeowner or Property Manager indicating that utilities are billed to or paid by the Renter.
(3) This requirement ensures that subsidies are only granted to individuals who are directly impacted.

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

(ii) The City must determine that the subsidy will reasonably reduce the applicant's out-of-pocket housing or utility costs, even if paid indirectly.

(iii) The applicant may be required to certify how the benefit will be used and agree to additional verification or documentation.

(b) This approach ensures that eligible Renters are not unfairly excluded from the program due to a lack of cooperation from Homeowner or Property Managers, while still maintaining proper safeguards and accountability for public funds.

3) **APPLICATION PROCEDURE**

a) Homeowner Application Process

i. Homeowners must submit a complete application online or in-person, with required documentation as follows:.

ii. The application must include:

(1) Proof of utility account ownership such as a recent utility bill in the applicant's name for a qualifying service address (may be verified in office).

(2) **Income verification**, including one or more of the following:

(a) Most recent tax return,

(b) Current pay stubs,

(c) Documentation of enrollment in qualifying state or federal programs (e.g., SNAP, TANF, Medicaid, or SSI). Such documentation must be an official benefit or award letter dated within the last 6 months.

b) Renter Application Process

i. Renters must submit a complete application either online or in person, and provide the following documentation:

(1) A **valid lease agreement** that clearly lists the applicant's name, the rental unit address within City limits, and the lease term.

(2) Proof of responsibility for utility costs, which may include:

(a) A utility clause in the lease,

(b) A separate addendum or utility agreement,

(c) Or written confirmation from the Homeowner or Property Manager.

(3) **Income verification**, using the same documentation options listed for Homeowners.

ii. Renters enrolled in programs such as **SNAP, TANF, Medicaid, or SSI** may be considered **presumptively eligible for the income requirement** but must still submit a valid lease and residency documentation to complete the application.

(1) Renters enrolled in SNAP, TANF, or similar programs may be presumptively eligible. Proof must be provided via an official benefit or award letter dated within the last 6 months.

iii. Special Consideration – Renters Without a Utility Account in Their Name

iv. If the utility account is held by the Homeowner or Property Manager, Renters may still apply. In these cases:

(1) The subsidy may be issued to the Homeowner or Property Manager with written confirmation that the full benefit will be passed through to reduce the Renter's housing costs.

(2) If confirmation cannot be obtained, the City may issue the subsidy directly to the applicant, subject to verification and approval.

4) **ASSISTANCE CALCULATION**
   a) **Flat Rate System**
      i. All qualifying participants may receive a flat-rate credit applied to their utility bill(s), capped at the lesser of the participant's total monthly utility charges or $40 per month, per utility account. This ensures meaningful assistance while maintaining program sustainability.
   b) **GWSSA Customers**
      i. For qualifying participants that receive water and sewer service from GWSSA, Moab will make a flat-rate payment to their total utility bill or $40 per month, whichever is less per month per utility GWSSA provides directly to residents who live within Moab's City boundary.
   c) Subsidy Payment Flow for Renters Without Utility Accounts:
      i. In cases where Renters do not hold utility accounts, but qualify for assistance, the credit may be issued directly to the Homeowner or Property Manager, provided there is written confirmation that the subsidy will reduce the Renter's housing costs.
      ii. If written confirmation cannot be obtained, the City reserves the right to issue the subsidy directly to the Renter, subject to verification and approval, to ensure the assistance reaches the intended recipient.

5) **PROGRAM ADMINISTRATION**
   a) **Application Review**
      i. Applications will be reviewed by the Treasurer or designee.
      ii. The review process includes verification of eligibility, cross-referencing state databases, and confirmation of utility account ownership.
      iii. Applications will be approved on a first-come, first-served basis as funding allows.
   b) **Notification**
      i. Applicants will receive notification of approval or denial within 30 days of completed application. Denials will inform applicants why they were not selected to participate in the Program and will notify them of their right to file an appeal pursuant to Section 7.0 of this Program.
      ii. Selected applicants must execute an agreement with the City.
   c) **Ongoing Support and Monitoring**
      i. The City may offer periodic check-ins or reminders to participants to help them remain in compliance with Program requirements, including property tax status and continued income eligibility.
      ii. Participants found to be ineligible after enrollment may be subject to removal from the Program and may be required to return any misapplied funds.

6) **COMPLIANCE AND REPORTING**
   a) **Quarterly Audits**
      i. Internal audits will be conducted on a quarterly basis to ensure program integrity, verify applicant eligibility, and confirm that subsidies are being accurately applied in accordance with program guidelines.
      ii. Audit procedures may include, but are not limited to:
         (1) Review of application materials (such as income documentation, lease agreements, or utility account confirmations).

(2) Verification that disbursed funds were applied appropriately, either to utility accounts or housing costs as documented.
(3) Review of Homeowner or Property Manager documentation in cases where subsidies are passed through to Renters.

iii. Any discrepancies or instances of noncompliance identified during audits may result in corrective action, including but not limited to:
(1) Suspension or termination of benefits,
(2) Reimbursement of misapplied funds,
(3) Disqualification from future participation in the program.

b) Renewals

i. Applicants must reapply to the Program on an annual basis, aligned with the City's fiscal year (July 1 – June 30).
(1) To continue receiving benefits without interruption, participants must submit a renewal application and updated documentation during the annual renewal period, which begins each spring and must be completed by June 30.

ii. Renewal Period and Deadline:
(1) Renewal applications will open in Mid-May each year.
(2) All renewal materials must be submitted no later than June 30 to ensure uninterrupted benefits for the upcoming fiscal year.

iii. Lapse in Benefits:
(1) Failure to submit a complete renewal application by the June 30 deadline may result in a delay or lapse in benefits until eligibility is re-established.

iv. Required Documentation
(1) As part of the renewal process, applicants must submit:
(a) An updated application form.
(b) Current income documentation or proof of continued participation in qualifying assistance programs.
(c) An updated lease agreement (for Renters), if applicable.
(d) Any additional verification requested to confirm continued eligibility.

7) **APPEALS**

a) Appeal Process

i. Except in cases where an application was denied because of a lack of funds (i.e., the available funding was allocated to other applications that were filed before the City received the application in question), an applicant may file a written appeal with the City Manager if the applicant believes the City denied the application in violation of the requirements of the Program or did not understand or misinterpreted facts or circumstances regarding the applicant's eligibility.

ii. Applicants must file their written appeals with the City Manager within twenty (20) days of the date on which the City denied the applicant's application.

iii. When filing their written appeal, the applicant must provide an detailed explanation of the reasons why the applicant believes the City's denial was improper along with any supporting information or documents.

iv. The City Manager will issue a decision granting or denying the applicant's appeal within thirty (30) days of the date the written appeal is filed with the City.

(1) If, however, the City Manager does not respond within thirty (30) days, the appeal shall be deemed to be denied.

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

THE CITY OF MOAB
EST. 1902

RUAP Participation Summary – as of June 17, 2026

✅ **Approved Participants**

- **Total Currently Approved**: *20, remained the same, as we had one sell, and one added.*
- **Monthly Credit**: $40 per approved household for current participants
- **Benefit Period**: July 2025 through June 2026

👥 **Demographic & Eligibility Notes**

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

🚫 **Removals & Denials**

- **1 Removal**: Participant sold their home

🏘️ **Outside or Ineligible Inquiries**

- **No new contacts since last update.**

📝 **Notes**

- We would like to make this program a permanent City of Moab Policy.

Residential Utility Assistance Program (RUAP) - APPROVED LIST - END June 2026

			Months Benefits Applied - 1st of the month -2025						Months Benefits Applied - 1st of the month - 2026								*Running total :*
ACCT Number	Approved Credit (Per Month) July 2025 through June 2026	AFFECT DATE	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	NOTES	Total applied to Participatant	**$8,320.00**
10035401	$40.00	8/1/2025	X	X	X	X	X	X	X	X	X	X	X	X		$480.00	
10152801	$40.00	8/1/2025	X	X	X	X	X	X	X	X	X	X	X	X		$480.00	
10164301	$40.00	8/1/2025	X	X	X	X									Property Sold in Feb	$160.00	
10032201	$40.00	8/1/2025	X	X	X	X	X	X	X	X	X	X	X	X		$480.00	
10138901	$40.00	8/1/2025	X	X	X	X	X	X	X	X	X	X	X	X		$480.00	
10027301	$40.00	8/1/2025	X	X	X	X	X	X	X	X	X	X	X	X		$480.00	
10028701	$40.00	8/1/2025	X	X	X	X	X	X	X	X	X	X	X	X		$480.00	
10086701	$40.00	8/1/2025	X	X	X	X	X	X	X	X	X	X	X	X		$480.00	
10103401	$40.00	8/1/2025	X	X	X	X	X	X	X	X	X	X	X	X		$480.00	
10003301	$40.00	8/1/2025	X	X	X	X	X	X	X	X	X	X	X	X		$480.00	
10127902	$40.00	8/1/2025	X	X	X	X	X	X	X	X	X	X	X	X		$480.00	
10025403	$40.00	8/1/2025		X	X	X	X	X	X	X	X	X	X	X		$480.00	
10159801	$40.00	8/1/2025	X	X	X	X	X	X	X	X	X	X	X	X		$480.00	
10089201	$40.00	10/1/2025				X	X	X	X	X	X	X	X	X		$360.00	
10040301	$40.00	11/1/2025					X	X	X	X	X	X	X	X		$320.00	
10180601	$40.00	11/1/2025					X	X	X	X	X	X	X	X		$320.00	
10222601	$40.00	11/1/2025					X	X	X	X	X	X	X	X		$320.00	
10158701	$40.00	11/1/2025					X	X	X	X	X	X	X	X		$320.00	
10233701	$40.00	7/1/2025		X	X	X	X	X	X	X	X	X	X	X		$440.00	
10044401	$40.00	12/1/2025						X	X	X	X	X	X	X		$280.00	
10075901	$40.00	6/1/2026												X		$40.00	

MOAB CITY COUNCIL AGENDA June 23, 2026

TITLE: Consideration of an Interlocal Agreement with Moab Valley Fire Department

DISPOSITION: Discussion and possible action

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

ATTACHMENT/S:

1. Resolution #07-2026
2. Draft Interlocal Agreement

RECOMMENDED MOTION/S:
I move to adopt Resolution #07-2026, approving the Interlocal Agreement with Moab Valley Fire Protection District for fire protection services and authorizing the Mayor to sign it.

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

SUMMARY:

The Cooperative Wildfire System ("CWS") is a state program administered by the Utah Division of Forestry, Fire and State Lands ("FFSL") to coordinate state and local wildfire responsibilities on non-federal lands, including prevention, preparedness, mitigation, initial attack, and extended attack cost responsibilities. Moab Valley Fire Protection District ("MVFD") has historically participated in CWS for the Moab area and performed the related services. This year, the State's process changed so that the City of Moab, rather than MVFD, is required to sign the CWS agreement. Because the City does not operate its own fire department, the proposed interlocal agreement ("ILA") designates MVFD as the City's fire service provider for CWS-related services and work. The proposed ILA is attached as Exhibit 2 and has been reviewed by the City Attorney and MVFD.

The proposed ILA formalizes MVFD's role as the City's municipal fire protection service provider within the incorporated boundaries of Moab, including structural fire response, wildland fire initial attack and suppression, hazardous materials response, rescue and emergency incident response, fire prevention and public education, emergency incident coordination, and related services customarily provided by MVFD. It also assigns MVFD as the City's fire service provider role for prevention, preparedness, mitigation, reporting, and response functions. MVFD will continue to maintain applicable wildland fire training, certification, and equipment standards. The City will remain responsible for actions required of the municipal participating entity, including approvals, signatures, certifications, Wildland Urban Interface Code actions

(Ordinance #2026-03), Community Wildfire Preparedness Plan actions (Resolution #02-2026), City-owned property mitigation information, and support for public outreach and reporting.

The ILA's five-year term aligns with the proposed CWS agreement term and does not require a separate City payment to MVFD, which is funded in part through its service district taxing and revenue authority.

RELEVANT LAWS, STUDIES & PLANS:
Utah Code § 65A-8-101, Strategic Plan: Natural Hazard Mitigation, Moab City and Moab Valley Fire Protection District Community Wildfire Preparedness Plan 2026, Senate Bill 122 – Wildland Fire Policy Updates, Utah House Bill 48 Wildland Urban Interface Modifications, Healthy Forests Restoration Act (HFRA) 2003, 2006 Utah Wildland-Urban Interface Code, MMC 15.08.011

RESPONSIBLE DEPARTMENT:
Administration, Public Works

FINANCIAL IMPACT:
This ILA does not commit City funds.

CITY OF MOAB RESOLUTION NO. 07-2026

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MOAB AND MOAB VALLEY FIRE PROTECTION DISTRICT FOR THE PROVISION OF FIRE PROTECTION SERVICES

WHEREAS, MVFD is a special district organized and existing under the laws of the State of Utah (as defined in Utah Code §17D-1-201(9)), funded to provide fire protection and related emergency services within its service district, and is a public agency as defined under the Utah Interlocal Cooperation Act, Utah Code §11-13-103; and

WHEREAS, the City is a municipality within the State of Utah and is a public agency as defined under the Utah Interlocal Cooperation Act; and

WHEREAS, Utah Code §65A-8-202.5 requires municipalities to address wildfire nuisance, prevention, preparedness, mitigation, and effective wildfire initial attack within municipal fire protection boundaries, and allows assignment of those responsibilities to a fire service provider by interlocal agreement; and

WHEREAS, the City does not operate a separate municipal fire department and desires to formally designate MVFD as the City's provider for all municipal fire protection services; and

WHEREAS, the City participates or intends to participate as the municipal Participating Entity in the Cooperative Wildfire System administered by the Utah Division of Forestry, Fire and State Lands ("FFSL"), and this Agreement is intended to support the City's compliance with the City's Cooperative Wildfire System obligations; and

WHEREAS, City properties are within MVFD's service district and support MVFD through MVFD's lawful service district taxing and revenue authority; and

WHEREAS, MVFD is able and willing to provide municipal fire protection services to the City on the terms stated in this Agreement; and

WHEREAS, the Parties find that the possibility of fire threatening life and property presents a common danger most effectively met by this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Moab, Utah, as follows:

The Interlocal Cooperation Agreement between the City of Moab and Moab Valley Fire Protection District for fire protection services and Cooperative Wildfire System support is hereby approved, and the Mayor is authorized to execute the agreement in substantially the form presented.

PASSED AND APPROVED by a majority of the City Council, this 23rd day of June, 2026.

By:___________________________ __________________
Joette Langianese, Mayor Date

Attest:

By:___________________________ __________________
Sommar Johnson, Recorder Date

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF MOAB AND MOAB VALLEY FIRE PROTECTION DISTRICT FOR MUNICIPAL FIRE PROTECTION SERVICES

This Interlocal Cooperation Agreement (this "Agreement") is entered into by and between the CITY OF MOAB, a municipal corporation of the State of Utah (the "City"), and the MOAB VALLEY FIRE PROTECTION DISTRICT ("MVFD"), a Utah special district and political subdivision of the State of Utah. The City and MVFD are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, MVFD is a special district organized and existing under the laws of the State of Utah (as defined in Utah Code §17B-1-102(31)), funded to provide fire protection and related emergency services within its service area, and is a "public agency" as defined under the Utah Interlocal Cooperation Act, Utah Code §11-13-103 (the "Interlocal Act"); and

WHEREAS, the City is a municipality within the State of Utah and is a "public agency" as defined under the Interlocal Act; and

WHEREAS, Utah Code § 65A-8-202.5 requires municipalities to address wildfire nuisance, prevention, preparedness, mitigation, and effective wildfire initial attack within municipal fire protection boundaries, and allows assignment of those responsibilities to a fire service provider by interlocal agreement; and

WHEREAS, the City does not operate a separate municipal fire department and desires to formally designate MVFD as the City's provider for all municipal fire protection services; and

WHEREAS, the City participates or intends to participate as the municipal "Participating Entity" in the Cooperative Wildfire System ("CWS") administered by the Utah Division of Forestry, Fire and State Lands ("FFSL") through a separate agreement with FFSL ("CWS Agreement", and this Agreement is intended to support the City's compliance with the City's CWS obligations under the CWS Agreement; and

WHEREAS, the City is within MVFD's service area and supports MVFD through MVFD's lawful service district taxing and revenue authority; and

WHEREAS, MVFD is able and willing to provide municipal fire protection services to the City on the terms stated in this Agreement; and

WHEREAS, the Parties find that the possibility of fire threatening life and property presents a common danger most effectively met by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE 1: PURPOSE AND DESIGNATION

1.1 The City designates MVFD as the City's provider for all municipal fire protection services within the incorporated boundaries of the City of Moab, subject to this Agreement, applicable law, MVFD policies and resources, and the incident conditions existing at the time of response.

1.2 This designation includes structural fire response, wildland fire initial attack and suppression, vehicle fire response, hazardous materials response, rescue and emergency incident response, fire prevention and public education, fire inspection support, where authorized or requested, emergency incident coordination, and related municipal fire protection services customarily provided by MVFD.

1.3 To the extent permitted by Utah Code §65A-8-202.5 and the CWS, the City assigns to MVFD the City's fire-service-provider role for wildfire initial attack and related prevention, preparedness, mitigation, and response functions within the City's fire protection boundary. The City retains any nondelegable municipal duties imposed by law or by the CWS Agreement.

ARTICLE 2: SERVICE AREA

2.1 The service area is the incorporated municipal boundaries of the City of Moab, Utah, as those boundaries may change from time to time, provided that the Parties shall coordinate regarding any annexation or other boundary change that materially affects service delivery, staffing, facilities, access, risk, cost, or CWS reporting.

2.2 Nothing in this Agreement limits MVFD's authority or ability to respond outside City boundaries under MVFD jurisdiction, dispatch protocols, automatic aid, mutual aid, state or federal mobilization, or other applicable agreements.

ARTICLE 3: MVFD RESPONSIBILITIES

3.1 MVFD shall provide municipal fire protection services to the City using MVFD personnel, apparatus, equipment, facilities, policies, training, command structure, and operational judgment.

3.2 MVFD shall serve as the City's primary fire service provider for Initial Attack on wildland fires on nonfederal lands within the City's fire protection boundary and shall use reasonable efforts to provide effective Initial Attack consistent with available resources, firefighter safety, FFSL requirements, dispatch protocols, and incident conditions.

3.3 MVFD shall maintain the wildland fire training, certification, and suppression equipment standards required by FFSL for a fire department or equivalent fire service provider under the CWS, including applicable NWCG and FFSL Fire Department Manual standards, and shall provide reasonable documentation of compliance for CWS reporting upon request.

3.4 MVFD shall maintain records of fire protection activity and services provided within the City, including information needed for the City's CWS compliance, and shall make responsive records reasonably available to the City, subject to applicable law, protected records, privacy, personnel, investigation, and operational-security limitations.

3.5 MVFD shall continue to prepare and submit the Annual Participation Commitment Report, UWRAP reporting, and other FFSL submissions customarily handled by MVFD for the City's CWS participation, with reasonable supporting information from the City. Provided, however, that the City shall retain ultimate responsibility for the accuracy of submissions required of the Participating Entity, with MVFD acting in a preparatory and submitting capacity.

3.6 MVFD shall coordinate with the City, Grand County, dispatch, law enforcement, emergency medical services, state and federal agencies, and other responders as appropriate for incidents affecting the City.

3.7 MVFD shall coordinate with FFSL and the City regarding Initial Attack as needed. MVFD shall coordinate with FFSL and the City regarding transition to Extended Attack and any Delegation of Fire Management Authority and transfer of fiscal responsibility under the CWS. MVFD shall provide available incident records reasonably needed to document timestamps, resource use, and transition from Initial Attack to Extended Attack.

ARTICLE 4: CITY RESPONSIBILITIES

4.1 The City shall coordinate with MVFD on municipal facilities, access routes, hydrants and water supply, development review information, special hazards, emergency plans, evacuation planning, public information, and other information reasonably needed for fire protection services.

4.2 The City shall support public outreach regarding fire prevention, preparedness, mitigation, evacuation, and emergency information through City communication channels when appropriate.

4.3 The City retains responsibility for mitigation, maintenance, access, and hazard reduction on City-owned property, except as otherwise agreed in writing.

4.4 The City shall remain the municipal Participating Entity for CWS purposes unless FFSL approves another arrangement. MVFD shall prepare and submit CWS reports and UWRAP entries as provided in Section 3.5. The City shall provide timely information, approvals, signatures, certifications, or other action required from the City as the Participating Entity.

4.5 The City shall provide MVFD with reasonable and timely information regarding City activities, expenditures, in-kind contributions, WUI Code actions, CWPP actions, City-owned property mitigation, public outreach, and other matters reasonably needed for MVFD to complete CWS reporting.

4.6 The City shall remain responsible for adoption, update, and implementation of any Community Wildfire Preparedness Plan or equivalent wildfire preparedness plan required for CWS participation, and for adoption, enforcement, mapping, and reporting related to the Utah Wildland Urban Interface Code, unless otherwise agreed in writing. MVFD shall reasonably support those efforts as resources allow.

4.7 The City shall not be required to make a separate payment to MVFD for services under this Agreement unless the Parties approve a written amendment creating a specific payment or reimbursement obligation. The Parties acknowledge that MVFD is funded, in part, through its lawful taxing and revenue authority as a special district. This allocation does not modify any separate obligation imposed by FFSL on the City as the Participating Entity.

4.8 For wildfire incidents where cost recovery may be available under Utah Code Title 65A, the Parties shall cooperate in documenting fire cause, response costs, personnel time, equipment use, and other information reasonably needed for any cost recovery action. The City shall retain responsibility for any cost recovery action required of the Participating Entity unless otherwise agreed in writing or directed by law. Provided, however, that any amounts recovered shall be allocated between the Parties in proportion to the costs each Party incurs, unless the Parties agree otherwise in writing.

ARTICLE 5. TERM, RENEWAL, AND TERMINATION

5.1 This Agreement becomes effective after approval and execution by both Parties, attorney review as required by the Interlocal Cooperation Act, and filing with the keeper of records of each Party as required by law.

5.2 This Interlocal Agreement shall continue in effect for a period of five (5) years, unless terminated as provided herein. The Interlocal Agreement may be renewed upon mutual written agreement of the Parties for an additional five (5) year term.

5.3 Either Party may terminate this Agreement without cause by giving at least ninety (90) days' written notice to the other Party. The Parties shall cooperate in good faith on any transition of fire protection responsibilities, including transition issues that could affect CWS compliance.

5.4 Termination of this Agreement shall not relieve the Parties of their respective obligations to maintain compliance with the CWS.

ARTICLE 6. GOVERNMENTAL IMMUNITY AND INDEMNITY

6.1 The City and MVFD, as Utah governmental entities, possess certain immunities by law, including immunity under the Utah Governmental Immunity Act, U.C.A. § 63G-7-101, et seq. Nothing in this Interlocal Agreement waives or abrogates any legal immunities possessed by the City or MVFD.

6.2 To the extent permitted by law, each Party is responsible for the negligent or wrongful acts or omissions of its own officers, agents, employees, and representatives, and shall indemnify and hold harmless the other Party.

ARTICLE 7. INTERLOCAL COOPERATION ACT

7.1. 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:

7.1.1. This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

7.1.2. 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

7.1.3. 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.

ARTICLE 8. RELATIONSHIP TO OTHER AGREEMENTS

8.1. In the event of any conflict or disagreement between this Agreement and any applicable statute or regulation, the statute or regulation shall control.

8.2. This Agreement does not supersede any existing mutual aid, automatic aid, dispatch, emergency management, state mobilization, the CWS Agreement, FFSL requirement, or other operational agreement or legal requirement unless expressly stated.

8.3. This Interlocal Agreement may only be amended, modified, or supplemented by an agreement in writing signed by both Parties hereto.

8.4. This Agreement is the complete agreement of the Parties regarding the City's designation of MVFD as the City's municipal fire protection service provider, except that the agreements and legal requirements preserved in this article remain in effect unless expressly superseded as provided therein.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Interpretation. This Interlocal Agreement is the product of mutual bargaining. It shall be interpreted in accordance with its plain meaning, regardless of the extent to which either party participated in the drafting.

9.2. Severability. If any term or provision of this Interlocal Agreement shall be found to be unlawful or unenforceable, it shall be stricken, and the remainder of the document shall be enforced in accordance with its terms without invalidating the entire Interlocal Agreement.

9.3. Default. Each term and condition hereof shall be deemed a material element of this Interlocal Agreement. In the event either party should fail or refuse to perform according to the terms of this Interlocal Agreement, such party may be declared in default.

9.4. Remedies. Before invoking remedies for breach, the non-breaching Party shall provide written notice identifying the default and a reasonable opportunity to cure, which shall be not less than thirty (30) days unless a shorter period is required by law, FFSL deadline, or emergency circumstances. Cure within that period shall reinstate all rights of the Parties under this Interlocal Agreement. If a default is not timely cured, the non-breaching Party is not required to deliver multiple or successive notices of default. In the event a default or breach remains uncorrected, the party providing notice may elect to: (a) terminate the Interlocal Agreement; (b) treat the Interlocal Agreement as continuing and require specific performance; or (c) pursue any other remedy at law or equity. Nothing in this section creates liability for failure to achieve a particular emergency response outcome or limits immunities available under Article 6.

9.4.1. In any suit arising under this Interlocal Agreement the court shall award the substantially prevailing party its reasonable attorney fees and court costs in addition to any other relief.

9.4.2. The Parties may combine or pursue multiple or alternative remedies as may fit the circumstances of the breach. Should either party seek injunctive relief, it may obtain that relief without the necessity of posting a bond to secure the same.

9.5. Governing Law/Venue/Jury Waiver. The laws of the state of Utah govern this Interlocal Agreement. The sole venue for any legal dispute arising from or concerning this Interlocal Agreement shall be the courts of Grand County, Utah. In any such proceeding the court shall decide all matters in dispute, without a jury, regardless of the denomination of any claims that might be brought.

9.6. Approval. This Interlocal Agreement is a valid, binding, and enforceable obligation executed after all Parties have obtained the necessary authority.

ARTICLE 10. NOTICE

10.1. Notice under this Interlocal Agreement shall be valid if sent by email, United States First Class mail, personal delivery, or courier to the address designated below. Email notices shall be deemed to have been delivered on the date they are sent to the below email addresses, provided that no automatic notice of delivery failure is received. The Parties may alter their address for notice at any time upon delivery of written notice to the other stating the new address. The addresses of the Parties are as follows:

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

Moab Valley Fire Protection District:
Attn: Fire Chief / Board Chair
45 South 100 East
Moab, Utah 84532
tbrewer@moabfiredepartment.org
admin@moabfiredepartment.org

[*execution on following page – remainder of page left blank intentionally*]

SIGNATURES

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

CITY OF MOAB

____
Joette Langianese, Mayor

Date: __________________________

Attest:

____
Sommar Johnson, City Recorder

Date: __________________________

Approved as to Form

Nathan Bracken, City Attorney

Date: __________________________

MOAB VALLEY FIRE PROTECTION DISTRICT

____
Archie Walker, Commission Chair

Date: __________________________

Attest:

____
Catherine Bonde, District Clerk

Date: __________________________

Approved as to Form

Jeffrie L. Hollingworth, District Attorney

Date: __________________________

MOAB CITY COUNCIL AGENDA June 23, 2026

TITLE: Consideration of a Cooperative Wildfire System Agreement with Forestry, Fire and State Lands

DISPOSITION: Discussion and possible action

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

ATTACHMENT/S:

1. Resolution #08-2026
2. Draft Cooperative Wildfire System Agreement

RECOMMENDED MOTION/S:
I move to adopt Resolution #08-2026, approving the Cooperative Wildfire System Agreement with Utah Forestry, Fire and State Lands and authorizing the Mayor to sign it.

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

SUMMARY:

As mentioned in the previous agenda item (Consideration of an Interlocal Agreement with Moab Valley Fire Department), the Utah Cooperative Wildfire System (CWS) is the State's framework for coordinating state and local wildfire responsibilities. Under the program, the State of Utah pays the costs of large and extended attack wildland fires when eligible entities agree to provide initial attack and complete prevention, preparedness, and mitigation actions.

As an eligible entity, the City may participate in the system by signing a five-year cooperative agreement with Utah Division of Forestry, Fire and State Lands (FFSL) and annually accounting for its participation. In the past, MVFD was the participating entity, but the process has changed, so the City of Moab is the municipal participating entity. MVFD will continue serving as the City's designated fire service provider under the proposed ILA. FFSL provided the standard CWS agreement, which has been reviewed by the city attorney (Exhibit 2). The ILA with MVFD was designed to mitigate issues with the City being designated as the signatory this year.

Under the CWS agreement, the City must meet an annual monetary participation commitment through prevention, preparedness, and mitigation activities. MVFD tracks these activities and expenditures through the Utah Wildfire Risk Assessment Portal (UWRAP) and provides annual reports to FFSL. This year, FFSL calculated the City's participation commitment at $4,598, which has more than been covered by ongoing work to mitigate fire risk within the City.

The CWS agreement also includes ongoing requirements related to wildfire planning and land use regulation. The City must maintain a Community Wildfire Preparedness Plan (Resolution

#02-2026), update it every five years, and implement prevention, preparedness, and mitigation actions in the plan. The City must also adopt and report on enforcement of the Utah Wildland Urban Interface Code and provide FFSL with the applicable map (Ordinance #2026-03). The City recently met both of these CWS requirements.

RELEVANT LAWS, STUDIES & PLANS:
Utah Code § 65A-8-101, Senate Bill 122 – Wildland Fire Policy Updates, Strategic Plan: Natural Hazard Mitigation, Moab City and Moab Valley Fire Protection District Community Wildfire Preparedness Plan 2026, Utah House Bill 48 Wildland Urban Interface Modifications, Healthy Forests Restoration Act (HFRA) 2003, 2006 Utah Wildland-Urban Interface Code, MMC 15.08.011

RESPONSIBLE DEPARTMENT:
Administration, Public Works

FINANCIAL IMPACT:
The City would agree in the CWS to an annual “participation commitment” to be spent by the city on local prevention and mitigation actions. FFSL calculates the value by using historic fire cost average within Moab. This year the cost is $4,598, but it will vary in future years based on the calculation.

COOPERATIVE AGREEMENT

This Cooperative Agreement (the "Agreement") is made and entered into this 23 day of June 2026 (the "Effective Date"), by and between the Utah Division of Forestry, Fire and State Lands ("FFSL") and the City of Moab (the "Participating Entity"). FFSL and the Participating Entity may sometimes be referred to in this Agreement individually as a "Party" or, collectively, as the "Parties."

RECITALS

A. Pursuant to Utah Code Section 65A-8-203, this Agreement is required for a county, municipality, or certain other Eligible Entities and the State of Utah, by and through FFSL, to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.
B. The Participating Entity is a county, municipality, or other Eligible Entity, as defined in Section I of this Agreement.
C. The Participating Entity is eligible to enter into a Cooperative Agreement under Utah Administrative Code R652-121 and R651-122.
D. FFSL provided to the Participating Entity, and the Participating Entity signed and returned to FFSL, the Annual Participation Commitment Statement before the Effective Date of this Agreement.
E. The fire department or equivalent fire service provider under contract with, or delegated by, the Participating Entity on unincorporated land meets minimum standards for wildland fire training, certification, and suppression equipment based upon nationally accepted standards, determined by FFSL.

AGREEMENT

I. Definitions

For the purposes of this Agreement:

1. "Annual Participation Commitment Report" means a report prepared by the Participating Entity, detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past calendar year.
2. "Annual Participation Commitment Statement" means a statement, signed by both FFSL and the Participating Entity, detailing both the monetary value of the Participation Commitment for the upcoming calendar year and the detailed activities the Participating Entity plans to perform to fulfill their Participation Commitment for that year.
3. "Catastrophic Wildfire" means wildland fires whose size and intensity cause significant impacts to State and local economies, critical infrastructure, the environment, and private landowners.

4. “Cooperative Agreement” means the same as the term is defined in Utah Administrative Code R652-1-200.
5. “Delegation of Fire Management Authority” means the acceptance by FFSL of responsibility for:
    i. Managing a wildfire; and
    ii. The cost of fire suppression, as described in Utah Code Section 65A-8-203.
6. “Direct Expenditure” means funds spent by a Participating Entity to implement wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL.
7. “Direct Payment” means an alternative method of meeting all, or part, of the participation commitment by paying FFSL directly, as identified in Utah Code Section 65A-8-203.
8. “Director” means the division director of FFSL.
9. “Eligible Entity” means the same as the term is defined in Utah Code Section 65A-8-203.
10. “Extended Attack” means actions taken in response to wildland fire after Initial Attack.
11. “Firefighter” means an individual trained in wildland firefighting techniques and assigned to a position of hazardous duty.
12. “Initial Attack” means actions taken by the first resources to arrive at any wildland fire incident, including—without limitation—size-up, patrolling, monitoring, holding action, or aggressive suppression action.
13. “In-Kind Activity” means an activity for wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL. The value of an In-Kind Activity shall be determined by using the rate calculated by the Independent Sector, https://www.independentsector.org/.
14. “Minimum Billing Threshold” means the dollar value of expenses not charged to the Participating Entity but incurred by FFSL, on behalf of the Participating Entity, on Initial Attack prior to Delegation of Fire Management Authority.
15. “Participation Commitment” means prevention, preparedness, and mitigation actions and expenditures, including those identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan, undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code Sections 65A-8-202 and 65A-8-202.5.
16. “Participating Entity” means an Eligible Entity with a valid Cooperative Agreement.

II. Term.

1. The term of this Agreement shall be five (5) years from the Effective Date.

III. Participation Commitment.

1. Annual Statement.
    a. FFSL shall send the Participating Entity an Annual Participation Commitment Statement at least three (3) months in advance of the end of each calendar year during the term of this Agreement.
    b. Upon receipt of an Annual Participation Commitment Statement, the Participating Entity shall complete the annual plan portion of the Annual Participation Commitment Statement outlining the actions it intends to take that address the wildfire threat. Within sixty (60) days of receipt of an Annual Participation Commitment Statement, the Participating Entity shall send the completed annual plan to FFSL for review and approval.
    c. Upon receipt of the Participating Entity's annual plan, FFSL shall review the annual plan. FFSL may request additional information before approving the annual plan. Upon FFSL's approval of the annual plan, FFSL shall sign and send the Annual Participation Commitment Statement to the Participating Entity for signature.
    d. Upon receipt of the signed Annual Participation Commitment from FFSL, the Participating Entity's chief executive shall sign and return the fully executed Annual Participation Commitment Statement to FFSL by the deadline provided. In the event the Participating Entity fails to sign and return the Annual Participation Commitment Statement by the deadline provided, this Agreement will terminate at the conclusion of the last calendar year in which the Participating Entity complied with this requirement.
2. Fulfillment.
    a. The Participating Entity shall meet its Participation Commitment, as determined by FFSL, pursuant to Utah Administrative Code R652-122.
    b. The Participating Entity shall meet its Participation Commitment through direct expenditures, direct payment, in-kind activities, or any combination of the three that are mutually agreed upon by the Parties.
3. Consultation.
    a. The Participating Entity may consult with FFSL to identify valid Participation Commitment actions and activities, based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.
4. Accounting.
    a. The Participating Entity shall account for its respective Participation Commitment activities and expenditures through the Utah Wildfire Assessment Risk Portal ("UWRAP").

b. Beginning January 1, 2025, all qualifying Participation Commitment expenditures and activities count toward the Participating Entity's first full-year Participation Commitment.
c. The value of Participation Commitment expenditures and activities may, with approval of FFSL, carry-over to the next calendar year.
d. With the Director's approval, or approval of a designee, the value of capital improvement actions may carry-over for up to five (5) years and the value of non-capital improvement actions may carry-over for up to three (3) years.
e. The Participating Entity must receive written approval from the Director, or designee, before pursuing carry-over for a specific action or activity under this Section III(4).
f. Amounts reported annually in excess of Participation Commitment do not carry-over without written approval from the Director, or designee, under this Section III(4).

5. Reporting.
   a. The Participating Entity shall record and account for its Participation Commitment actions and expenditures in UWRAP.
   b. The Participating Entity shall provide an annual accounting of its activities and expenditures to FFSL for review and approval in the manner and form specified by FFSL.
   c. The Participating Entity shall account for, track, and report any year-to-year carry-over under Section III(4) of this Agreement in UWRAP.
   d. FFSL may review and verify records related to the Participating Entity's Participation Commitment at any time.
   e. FFSL may reject records related to the Participating Entity's Participation Commitment deemed by FFSL to be unverifiable, incorrect, or not approved in the Participating Entity's signed Participation Commitment Statement.
6. Calculation.
   a. FFSL shall calculate the Participation Commitment based on a wildfire risk assessment by acres (the "Risk Assessment"), conducted by FFSL, and the historic fire cost average ("Fire Cost Average") in the Participating Entity's jurisdiction, pursuant to Utah Administrative Code R652-122.
   b. The Risk Assessment calculation shall be adjusted for inflation using the Consumer Price Index.
   c. FFSL shall calculate the Fire Cost Average based on historic suppression costs accrued within the Participating Entity's jurisdiction. The Fire Cost Average shall only include wildland fire suppression costs accrued and paid by FFSL on behalf of a Participating Entity within the Participating Entity's jurisdiction. The

Fire Cost Average may include State-paid costs after Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred within the Participating Entity's jurisdiction.

d. The Fire Cost Average shall be calculated on a rolling, ten-year average, dropping the highest and lowest cost years and adjusting for inflation using the Consumer Price Index. Each ten-year average shall contain eight data points.

7. Appeals.
   a. Where permitted by Utah Administrative Code R652-122 and within ninety (90) days of the occurrence, the Participating Entity may appeal a decision regarding its Participation Commitment by submitting to the Director a written appeal that states the reasons for the appeal.

IV. Initial Attack.

1. The Participating Entity shall have primary responsibility for Initial Attack ("IA") on all nonfederal lands within the response area of the Participating Entity or within the response area of any delegee of the Participating Entity.
2. IA may include different resources based on fire danger, fuel type, values to be protected, and other factors.
3. Pursuant to Utah Code Sections 65A-8-202–202.5 and in accordance with this Agreement, FFSL shall determine reasonable and effective wildfire IA by verifying that the Participating Entity has adequate resources and equipment to manage IA.
4. The Participating Entity shall have financial responsibility for all IA costs within its jurisdiction, other than aviation costs.
5. FFSL shall have financial responsibility for all IA aviation costs.

V. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility.

1. Delegation of Fire Management Authority and the transfer of fiscal responsibility to FFSL for a wildland fire shall occur simultaneously with one of the following events:
   a. The involvement of state-owned or federally-owned lands in the wildland fire;
   b. The order, beyond pre-planned dispatch, of firefighting resources through an Interagency Fire Center;
   c. The request of the Participating Entity with jurisdiction through its local fire official on scene with authority to do so; or
   d. The decision of the Director, after consultation with local authorities.
2. Upon Delegation of Fire Management Authority to FFSL, FFSL, or its designee, shall be the primary incident commander in a unified command environment with the agency having jurisdiction.

3. Deployment of aviation assets on pre-planned dispatch, as established by the State, does not cause an automatic Delegation of Fire Management Authority.

VI. Extended Attack.

1. Immediately upon Delegation of Fire Management Authority, the incident commander shall record a timestamp via radio with the Interagency Fire Center servicing the incident.
2. The Crew Time Report ("CTR") or Shift Ticket of all resources not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement, shall also reflect the timestamp recorded in Section VI(1).
3. Immediately upon Delegation of Fire Management Authority, a new CTR or Shift Ticket shall be started for all resources to be used in the Extended Attack.
4. All incident commanders named on the incident organizer shall sign delegation documentation. Resource needs shall be reevaluated in the transition from IA to Extended Attack.
5. Upon Delegation of Fire Management Authority, and if the Participating Entity is compliant with relevant statutes, regulations, and the terms of this Agreement, FFSL shall be financially responsible for wildland fire suppression costs incurred beyond IA.

VII. Wildland Fire Response Training and Certification.

1. The Participating Entity shall ensure Firefighters providing IA within the Participating Entity's jurisdiction are trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior.
2. The Participating Entity shall ensure firefighters providing IA within the Participating Entity's jurisdiction have completed RT130 Annual Fireline Safety Refresher Training prior to each statutory "closed fire season," as defined in Utah Code Section 65A-8-211.
3. Upon Delegation of Fire Management Authority, FFSL may release from IA, or reassign to other firefighting duties, any Firefighter not certified as a NWCG Wildland Firefighter II.

VIII. Wildland Fire Response Equipment Standards.

1. The Participating Entity shall ensure engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on nonfederal land within the Participating Entity's jurisdiction meet the National Wildfire Coordinating Group standards and, if applicable, the FFSL Fire Department Manual standards.

IX. Wildland Fire Cost Recovery Actions.

1. Pursuant to Utah Code Title 65A and Utah Administrative Code R652, and when an investigation reasonably shows a person or persons started a wildfire by acting in a negligent, reckless, or intentional manner, the Participating

Entity shall initiate a civil action to recover all wildland fire costs incurred for a particular wildland fire ("Cost Recovery Action"), except for when Delegation of Fire Management Authority has occurred. FFSL may assist the Participating Entity in a Cost Recovery Action under this Section IX(1).

2. The Participating Entity shall notify FFSL once it has initiated a Cost Recovery Action.
3. If the Participating Entity recovers from a Cost Recovery Action, the Participating Entity shall provide to FFSL documentation verifying wildland fire costs by the Participating Entity and the legal costs incurred for the Cost Recovery Action.
4. The Participating Entity may retain costs recovered up to and not exceeding its incurred wildland fire costs—including legal fees in pursuing the Cost Recovery Action. All other recovered costs shall be tendered to FFSL for distribution amongst other entities with incurred suppression costs.
5. The value of costs incurred and recovered by the Participating Entity may reduce the Participating Entity's Historic Fire Cost Average and Participation Commitment.
6. FFSL may initiate a Cost Recovery Action at any time, including when Delegation of Fire Management Authority has occurred and upon notice by the Participating Entity under Section IX(4).

X. Probation Status.

1. At the end of each calendar year, FFSL shall review the Participating Entity's compliance with the terms of this Agreement.
2. If the Participating Entity is out of compliance, FFSL shall place the Participating Entity on "Probation Status" and provide the Participating Entity with a "Probation Notice" including:
    a. Notice of the Probation Status;
    b. The reason for the Probation Status;
    c. The action(s) the Participating Entity must take to remedy the Probation Status; and
    d. The time frame within which the Probation Status may be remedied.
3. If the reason for the Probation Status is the Participating Entity's failure to fulfill its Participation Commitment for the previous calendar year:
    a. The Participating Entity shall fulfill its Participation Commitment for the previous year and its Participation Commitment for the current calendar year within the Probation Notice time frame;
    b. FFSL shall credit the Participating Entity's Participation Commitment expenditures and actions toward the Participating Entity's outstanding obligation before it may credit the expenditures and actions toward the current obligation;
    c. FFSL may, based on evidence of a good faith effort to comply with Section X(3)(a) and at the sole discretion of FFSL, extend the

Probation Notice time frame if the underlying noncompliance is not timely remedied; and

d. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame.

4. If the reason for the Probation Status is the Participating Entity's noncompliance with one or more terms of this Agreement, apart from a failure to fulfill its Participation Commitment:
   a. The Participating Entity shall remedy the underlying noncompliance that led to the Probation Status within the Probation Notice time frame;
   b. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame; and
   c. FFSL may, pursuant to Section XI, revoke this Agreement if the underlying noncompliance is not remedied within the Probation Notice time frame.
5. For the duration of the Probation Status, this Agreement remains valid.

XI. Revocation.

1. FFSL may revoke this Agreement by providing written notice to the Participating Entity no later than forty-five (45) days from the start or end of the statutory fire season, as defined in Utah Code Section 65A-8-211.
2. If the Participating Entity signed and returned the Annual Participation Commitment Statement to FFSL, a revocation by FFSL shall be effective in the calendar year following the year the Annual Participation Commitment Statement was signed and returned.
3. The Participating Entity may revoke this Agreement by:
   a. Providing written notice to FFSL of its intent to revoke this Agreement; or
   b. By failing to sign and return the Annual Participation Commitment Statement to FFSL, unless a written extension for return has been granted by FFSL.
4. Any revocation of this Agreement is considered a termination of the Agreement.
5. If either FFSL or the Participating Entity revokes this Agreement, the Participating Entity may only enter into a new CWS cooperative agreement with FFSL if the Participating Entity meets the requirements under Utah Administrative Code R652-121 and the Participating Entity pays FFSL all outstanding wildland fire suppression costs in full.
6. If FFSL revokes this Agreement after the Participating Entity was placed on Probation Status, the Participating Entity shall be responsible for all costs of wildland fire suppression incurred by FFSL within the Participating Entity's jurisdiction from the date of the Probation Notice to the revocation of this Agreement.

7. A revocation of this Agreement by FFSL may be informally appealed to the Director within thirty (30) days of the notice of revocation being provided.

XII. Renewal, Amendment, and Compliance with Applicable Laws.

1. If neither FFSL nor the Participating Entity revoke this Agreement under Section XI, this Agreement may renew for a consecutive five (5) year term.
2. There is no renewal limit.
3. The terms of this Agreement may be amended at any time by written agreement, signed by the Parties.
4. The terms of this Agreement shall be subject to and, at the end of each five (5) year term, amended as necessary to comply with Utah Code Title 65A and Utah Administrative Code R652.
5. This Agreement is made pursuant to the provisions of all applicable laws and subject to the rules and regulations of the departments and agencies of the State of Utah presently in effect and to such laws, rules, and regulations as may be hereafter promulgated.

XIII. Community Wildfire Preparedness Plan.

1. The Participating Entity shall adopt a Community Wildfire Preparedness Plan ("CWPP") or, subject to FFSL's approval, equivalent wildland fire preparedness plan.
2. Following adoption, the Participating Entity shall update the CWPP or equivalent wildland fire preparedness plan at least every five (5) years initial adoption from initial adoption.
3. The Participating Entity shall implement prevention, preparedness, and mitigation actions identified in its CWPP or equivalent wildland fire preparedness plan.

XIV. Wildland Urban Interface.

1. The Participating Entity has adopted the Utah Wildland Urban Interface Code, as defined in Utah Code Section 65A-8-401.
2. The Participating Entity shall annually report on enforcement of the wildland urban interface building standards adopted by the Participating Entity.
3. If the State adopts a different version of the Code, the Participating Entity shall adopt within two years the same version of the Code.
4. The Participating Entity designates the following position as responsible to enforce the WUI code: MMC 15.08.011.
5. The Participating Entity shall provide to FFSL the map of the zone where the wildland urban interface building standards are enforced. If the Participating Entity makes changes to the map they shall provide to FFSL the current map within 90 days of adoption.
6. The Participating Entity shall comply with all statutes, regulations, policies, and other requirements relating to wildland urban interface property.

7. If the Participating Entity chooses to perform lot assessments under the High Risk Wildland Urban Interface program, they must do so in accordance with policy established by FFSL.

XV. Miscellaneous.

1. This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. At all times during this Agreement, the Participating Entity shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
3. The Participating Entity shall be fully liable for the actions of its agents, employees, officers, and partners and shall fully indemnify, defend, and hold harmless FFSL and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Participating Entity's performance of this Agreement to the extent caused by any intentional wrongful act or negligence of the Participating Entity, its agents, employees, officers, or partners, without limitation; provided, however, the Participating Entity shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of FFSL. In the event there is a conflict between this provision and Utah Code Sections 65A-8-101–403 or other provisions of State law, State law shall govern. The Parties are governmental entities under the Utah Governmental Immunity Act (the "Immunity Act"). Nothing contained herein shall be construed in any way to modify the limits of liability set forth in the Immunity Act or the basis for liability as established in the Immunity Act. Nothing contained herein shall be construed as a waiver by any Party of any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.
4. The Participating Entity agrees to abide by the following federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. The Participating Entity further agrees

to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of the Participating Entity's employees.

5. The Participating Entity may not assign, sell, transfer, subcontract, or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of FFSL.
6. A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. No waiver of any term of this Agreement is valid unless in writing.
7. The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
8. This Agreement may only be modified by the mutual written agreement of the Parties. If modified, the modification will be attached and made part of this Agreement.
9. This Agreement, constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
10. In the event of any conflict or disagreement between this Agreement and any applicable statute or regulation, the statute or regulation shall control.

SIGNATURES ON FOLLOWING PAGE

UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS

____________________________________ ____________________ ________

FFSL Area Manager Signature | Name | Date

____________________________________ ____________________ ________

State Forester/Division Director Signature | Name | Date

PARTICIPATING ENTITY

____________________________________ ____________________ ________

Chief Executive Signature | Name | Date

APPROVED AS TO FORM

UTAH ATTORNEY GENERAL'S OFFICE

Connor Arrington (Jan 15, 2026 13:27:10 MST) | Connor Arrington | 01/15/2026

Assistant Attorney General Signature | Name | Date

CITY OF MOAB RESOLUTION NO. 08-2026

A RESOLUTION APPROVING A COOPERATIVE WILDFIRE SYSTEM AGREEMENT BETWEEN THE CITY OF MOAB AND THE UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS

WHEREAS, Utah Code § 65A-8-203 provides for cooperative fire protection agreements between the Utah Division of Forestry, Fire and State Lands ("FFSL") and eligible entities for the protection of non-federal land from wildland fire; and

WHEREAS, the City of Moab ("City") is an eligible municipal entity for purposes of entering into a Cooperative Wildfire System ("CWS) Agreement with FFSL; and

WHEREAS, the CWS Agreement is required for the City and the State of Utah, through FFSL, to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire; and

WHEREAS, the City desires to enter into a CWS Agreement with FFSL addressing participation commitments, initial attack, delegation of fire management, transfer of fiscal responsibility, and extended attack for wildland fire response; and

WHEREAS, the City recently updated its Community Wildfire Preparedness Plan and adopted the Utah Wildland Urban Interface Code, which support the City's compliance with Cooperative Wildfire System requirements; and

WHEREAS, Moab Valley Fire Protection District will continue serving as the City's designated fire service provider under a related Interlocal Cooperation Agreement approved in connection with the City's CWS participation; and

WHEREAS, the City Council finds that approval of the CWS Agreement is in the best interests of the City and promotes the public health, safety, and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Moab, Utah, as follows:

The Cooperative Wildfire System Agreement between the City of Moab and Utah Division of Forestry, Fire and State Lands is hereby approved, and the Mayor is authorized to execute the agreement in substantially the form presented.

PASSED AND APPROVED by a majority of the City Council, this 23rd day of June 2026.

By:____________________________ ____________________
Joette Langianese, Mayor Date

Attest:

By:_____________________________ __________________
Sommar Johnson, Recorder Date

CITY OF MOAB ORDINANCE 2026-11

AN ORDINANCE OF THE CITY COUNCIL OF MOAB AMENDING MOAB MUNICIPAL CODE, TITLE 17, CHAPTER 17.30 NEIGHBORHOOD COMMERCIAL ZONE, SECTION 17.30.020 PERMITTED USES AND REGULATIONS, TO INCLUDE MEDICAL CLINIC AS A PERMITTED USE.

WHEREAS, the following findings describe the intent and purpose of this ordinance:

a. The City has enacted Title 17 Zoning, of the Moab Municipal Code (MMC), that governs land use and development regulations within the City Limits, and from time to time the City undertakes revisions of Title 17 to improve the quality and consistency of land development regulations; and

b. Any person having a proprietary interest in any real property may submit an application for a zoning map amendment or a zoning text amendment to the Land Use Code; and

c. The City received an application to amend code sections 17.30.020 to add Medical Clinic to the list of Permitted Uses; and

d. The City finds that this Ordinance, for the purpose of updating the Permitted Uses within the C-5 Neighborhood Commercial Zone, meets the Text Amendment criteria for consideration; and

e. The Moab Planning Commission reviewed the application in a public meeting held on June 11th, 2026, to review the proposed amendments to the Moab Municipal Code, Sections 17.30.020; and

f. The City of Moab has the authority to adopt this ordinance pursuant to Utah Code Annotated (2010) § 10-3-702, and hereby exercises its legislative powers in doing so; and

g. The Moab Municipal Code Chapter 17.04, Zoning Map Amendments and Text Amendments, permits the process to allow amendments to the regulatory standards within zoning districts; and

h. The Council endorses the intent of the Act and finds that the Application meets the criteria for Text Amendments found in chapter 17.04.070 Text Amendment Criteria.

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

1. The Application for the text amendment of MMC 17.30.020, is hereby APPROVED and adopted into the City of Moab Municipal Code, upon recommendation from the Planning Commission for said text amendment.
2. This ordinance shall take effect immediately upon its posting pursuant to U.C.A. 10-3-711 and 63G-30-102.

PASSED AND APPROVED this 23rd day of June 2026, by a majority of the City of Moab City Council.

SIGNED:

Joette Langianese, Mayor

Date

ATTEST:

Sommar Johnson, Recorder

(Complete as Applicable)

Summary of ordinance posted to Moab City Website, the Utah Public Notice Website, and in a public location within the City boundaries pursuant to U.C.A. 10-3-711 and 63G-30-102 on: March 30th, 2026, by Johanna Blanco, Associate Planner, City of Moab.

Effective date of ordinance: ______________________________

AMENDMENT TO 17.30.020

A. *Permitted Uses.* The following uses shall be permitted-by-right. If a use is not listed it is prohibited.

1. Arts and crafts shops.

2. Convenience enterprises that are less than three thousand square feet.

3. Day care. Day care shall be permitted to operate subject to the following standards:

a. City of Moab business license is required.

b. A valid day care license or certificate as issued by the State of Utah is required.

c. Applicants for a City business license shall submit a conceptual site plan that indicates:

i. Ingress and egress to the property;

ii. Drop off/pick up areas;

iii. Traffic circulation;

iv. Off-street parking (single-household residence plus space for each FTE staff member);

v. Landscaping;

vi. Buffering or separation from dissimilar uses;

vii. Open space for older kids.

d. Compliance with all applicable City regulations regarding noise, odor and glare.

4. Eating establishments.

5. Fraternal lodges.

6. Group homes.

a. Such homes must be licensed by the State of Utah.

b. All exterior aspects of a group home, including its scale and off-street parking configuration, shall conform with the requirements of the C-5 zone.

c. Such homes shall provide off-street parking pursuant to Sections 17.09.210 through 17.09.340.

7. Gymnasiums.

8. Home occupations subject to the requirements set forth in Section 5.80.050.

9. Medical Clinic

10. Multi-household dwellings of seven or more units. Developments consisting of seven or more multi-household units shall be subject to the following additional requirements:

a. *Access.* Vehicular access shall be provided to the property in such a way that it does not impede traffic patterns on adjacent streets.

b. *Parking.* Off-street parking shall be designed in such a way as to allow vehicles to pull forward into the on-street traffic flow.

c. *Garages or Carports.* If provided, garages and carports shall not be located in the front yard and shall be set back from the front wall of the principal structure at least fifteen feet or be accessed from the rear or side of the property.

d. *Landscaping.* All off-street parking shall be landscaped and buffered from adjacent uses. A minimum of fifteen percent of the interior of the parking area shall be landscaped to provide shade and break up the expanse of asphalt.

e. *Buffering.* All adjacent properties shall be buffered in accordance with the provisions located in Section 17.10.030, Buffer and Screening Requirements.

f. Apartments and court apartments shall designate an open space/recreation area that is a minimum of two hundred square feet in size to be developed into recreation, play or landscaped areas. The requirement can be met with the construction of a recreation room ("rec room") or club house of a similarly sized area that can be used for residents and their guests for recreation/social activities and/or relaxation.

10. One-household dwellings and accessory uses.

11. Planned unit developments subject to the requirements set forth in Chapter 17.66, relating to large-scale developments.

12. Professional offices.

13. Public buildings. This use shall be allowed when in compliance with the following standards:

a. The proposed use shall be situated on a tract of land sufficient in size to provide for the activities of the use as well as required landscaping, off-street parking, and trails;

b. Landscaping, screening, and fencing shall be installed and maintained to mitigate impacts on surrounding residential uses;

c. Parking areas shall be an all-weather surface such as concrete, asphalt or sealed gravel that will not generate dust or deposit gravel on paved roadways;

d. Dust, glare, odor, and noise shall be confined within the boundaries of the property;

e. Outside storage of equipment, materials, and supplies shall be contained and located within a building or a sight obscuring fence;

f. The use shall demonstrate that there is a benefit to the neighborhood or community;

g. Traffic from the proposed use shall not create a significant negative impact on the neighborhood.

14. *Restaurant with Outdoor Dining, Permanent.*

a. All outdoor dining must comply with the applicable building, health and fire codes.

b. Outdoor dining must not encroach into the zone required setbacks.

c. Additional parking will be required to include the additional floor area.

d. All additional lighting will have to comply with the outdoor lighting (dark sky) provisions of the code.

e. Landscaping, screening, and fencing shall be installed and maintained to mitigate impacts on surrounding residential uses.

f. Outdoor dining shall not interfere with required vehicular circulation and parking.

g. Temporary structures such as umbrellas, planters, tents, or temporary barriers are allowed. Such items as space heaters are permitted as long as they are at least two feet away from any flammable materials. Tents may be allowed if approved by the Moab Building Official and by Fire Officials. Outdoor cooking is not permitted. Coolers or other displays may be allowed but have to be easily moved and follow health guidelines for distribution.

h. No amplified music will be allowed. All operations shall comply with the noise provisions of the MMC.

i. Hours of operation will not exceed seven a.m. to ten p.m.

j. All restaurants shall be responsible for following DABC rules and regulations.

15. *Restaurants with Outdoor Dining, Seasonal.*

a. All outdoor dining must comply with the applicable building, health and fire codes.

b. Outdoor dining must not encroach into the zone required setbacks.

c. All additional lighting will have to comply with the Moab City outdoor lighting (dark sky) provisions of the code.

d. Landscaping, screening, and fencing shall be installed and maintained to mitigate impacts on surrounding residential uses.

e. Outdoor dining shall not interfere with required vehicular circulation and parking.

f. No amplified music will be allowed. All operations shall comply with the noise provisions of the MMC.

g. Hours of operation will not exceed seven a.m. to ten p.m.

h. Temporary structures such as umbrellas, planters, tents, or temporary barriers are allowed. Such items as space heaters are permitted as long as they are at least two feet away from any flammable materials. Tents may be allowed if approved by the Moab Building Official and by Fire Officials. Outdoor cooking is not permitted. Coolers or other displays may be allowed but have to be easily moved and follow health guidelines for distribution.

i. All restaurants shall be responsible for following DABC rules and regulations.

16. Schools. All schools shall be subject to the regulations established by Utah State Code Annotated. The City, in accordance with Chapter 17.67, shall receive a complete site plan showing that:

a. Traffic impacts are minimized so that on-street vehicle flows will not be impeded.

b. Possible impacts to adjacent streets, sidewalks, and bike/pedestrian routes have been identified and reduced to minimum levels.

17. Small neighborhood retail uses less than one thousand five hundred square feet.

18. Two-household dwellings and accessory uses.

19. Veterinary clinic with indoor kennel.

a. Noise, odor and glare shall be contained on the property.

b. Fencing, landscaping, the design of parking areas, and downward directed and full cut-off light fixtures shall be used to reduce impacts on adjacent properties.

c. Parking shall be provided at a rate of one space per one thousand square feet and one space per each employee. ADA handicapped accessible spaces shall be provided as required.

d. A buffer area of twenty-five feet shall be used to provide a separation from other uses and adjacent properties. Buffering shall include the elements of subsection (A)(19)(b) of this section.

e. Vehicular ingress and egress traffic patterns shall be designed to not impede existing traffic flows and provide adequate interior circulation.

f. Hours of operation for public access shall be from seven a.m. to seven p.m. (Ord. 23-15 § 2, 2023; Ord. 23-12, 2023; Ord. 21-13 § 5, 2021; Ord. 19-13 § 21 (part), 2019; Ord. 18-01 (part), 2018; Ord. 17-32 (part), 2017; Ord. 12-09 (part), 2012; Ord. 08-03 (part), 2008; Ord. 92-15 (part), 1992; Ord. 88-05 (part), 1988; prior code § 27-11-2)

Date: May 26, 2026
To: Moab City Planning Department
From: Chrissy Applegate
Address: 205 S 400 E, Moab, UT
Phone: 435-259-5433 office, 435-260-1924 cell

Subject: Request for Zoning Text Amendment – Addition of "Medical Clinic" Definition (MMC 17.30)

Dear Planning Staff, Planning Commission, and City Council:

I am writing on behalf of Arches New Hope Pregnancy Center, a 501(c)(3) nonprofit that has served Moab for 22 years. We respectfully request a text amendment to Moab Municipal Code Title 17 to add a clear definition for "Medical Clinic." This change would allow our center, located in the C-5 Neighborhood Commercial Zone, to expand limited outpatient medical services that address important community needs.

Proposed Amendment

Add the following definition to MMC Chapter 17.06 (Definitions), with corresponding updates to use tables and regulations as needed:

> "Medical clinic" means an ambulatory health care facility in which outpatient treatment is provided by physicians, dentists, other medical personnel, psychologists, or social workers and where examination and treatment require a stay of less than twelve hours.

Justification – Consistency with MMC 17.04.070 and the General Plan

It is good cause to support this proposed text amendment for the development within the City of Moab based upon the following nonexclusive list of criteria:

A. Is the proposed use substantially similar to other authorized uses permitted within the subject zoning district?

Yes. The proposed medical clinic use is substantially similar to other allowed low-impact uses in the C-5 zone, such as professional offices and small-scale community services. Our 1,534 sq ft facility operates just 12 hours per week by appointment (max 12 slots) with staggered arrivals, generating traffic comparable to a small arts and crafts shop or professional office. No exterior expansions are proposed, and vehicular access is designed to avoid traffic impacts.

B. Is the proposed use a relatively new use type or development concept that was not anticipated at the time of the adoption of the City's General Plan?

No. This use directly supports the General Plan's goals "**to provide for the health, safety, and well-being of the community.**" It advances policies calling for improved local health care systems and quality of life.

A neighborhood-oriented medical clinic offering free pregnancy tests, ultrasound, STI testing, health education, and family resources advances these objectives.

C. Is the amendment consistent with the policies and goals of the General Plan?

Yes. The amendment aligns with the General Plan's emphasis on health, safety, and well-being. As a nonprofit, we provide free pregnancy testing, options counseling, parenting classes, housing assistance, and material assistance (diapers, formula, etc.). The addition of limited ultrasounds and STI testing services will complement Moab Regional Hospital and the Moab Free Health Clinic while filling gaps in preventive and family support. Our low-intensity model preserves community character in a tourism-influenced area.

D. Will the amendment create significant adverse impacts upon neighboring properties within or adjacent to the zoning district which would be affected by the change?

No. After 22 years of responsible operation, the Center has had no adverse effects on neighboring properties. Appointment-only scheduling, limited hours, and low traffic ensure compatibility with the C-5 zone and surrounding uses. No exterior site modifications are proposed.

E. Is it in the public interest to approve the proposed amendment?

Yes. This amendment enables expanded no-cost services that strengthen maternal and family health, reduce financial burdens on local families, and support long-term community resilience — all with minimal impact on infrastructure or neighbors. There are over 3,000 pregnancy centers across the nation, and the vast majority offer medical services such as ultrasounds, pregnancy testing, and more. Approving this will allow us to operate to the fullest extent of what we can offer — providing compassionate, comprehensive support to women and families in need.

F. Is the amendment likely to lead to a positive redevelopment of a specific area or zone?

Yes. The change supports appropriate, stable development in the C-5 zone by allowing a professional, neighborhood-oriented medical clinic. It enhances service diversity without altering the zone's small-scale, low-impact character and provides future flexibility for compatible uses. Additionally, this amendment would provide flexibility for the Center to consider other suitable locations within the C-5 zone in the future if needed, further supporting the zone's development with compatible, community-serving uses. This amendment will provide greater flexibility for compatible medical clinics in the C-5 zone in the future, benefiting the community with expanded access to essential health services.

G. Will the amendment provide a variety of options for residents in terms of economic development, affordable housing, or other benefits?

Yes. The amendment delivers meaningful benefits to Moab residents, especially young families and low-income households:

- Free essential supplies (diapers, formula, car seats, clothing, etc.) that lower child-rearing costs in our high-cost economy.
- Parenting and life skills classes (English and Spanish) promote self-sufficiency.
- Comprehensive free support including pregnancy testing, ultrasounds, counseling, fatherhood programs, and housing assistance.

These services bring external donations into the community, reduce household expenses, and help retain families — all without using local tax dollars.

H. Is the amendment appropriate considering the existing condition in the zoning district, the established relationships between zoning districts, existing land uses and densities, and the scale of both existing and proposed development?

Yes. The proposal is fully consistent with the C-5 zone's scale, character, and surrounding uses. Key compatibility points:

- Modest 1,534 sq ft building with no exterior changes.
- Low-intensity operations matching professional offices and similar permitted uses.
- 22-year track record as a good neighbor.
- Fills documented gaps in prenatal and family health services while complementing existing providers.

Summary

This amendment serves the public interest by enabling a stable, low-impact nonprofit clinic that delivers high-value free services to Moab families. It fully satisfies MMC 17.04.070 and represents a thoughtful enhancement to the C-5 zone.

We are available for a pre-application meeting and can provide additional information or present at a public hearing. Thank you for your consideration. We look forward to continuing our partnership with the City to support Moab families.

Sincerely,

Chrissy Applegate
Executive Director, Arches New Hope Pregnancy Center
arches4life@gmail.com

217 East Center Street
Moab, Utah 84532-2534
Phone: (435) 259-5129

Johanna Blanco
Associate Planner

June 12th, 2026

Record of Decision for Planning Commission Recommendation of Moab City Ordinance 2026-11

Name of Project: New Hope C-5 Code Amendment
Location: 205 S 400 E, Moab, UT 84532 parcel 01-0MNI-0077

Dear Chrissy Applegate,

On June 11th, 2026, the Moab Planning Commission forwarded a positive recommendation to City Council on Moab City Ordinance 2026-11, An Ordinance Of The City Council of Moab Amending Moab Municipal Code, Title 17, Chapter 17.30 Neighborhood Commercial Zone, Section 17.30.020 Permitted Uses and Regulations, To Include Medical Clinic as a Permitted Use. The Planning Commission found that the criteria set out in MMC 17.4.070 had been met.

Description of Project:
The 1,534 sf health center at 205 S 400 E came to the City to gain approvals for expanding of operations. The scope of work necessitated a new use within the zone.

Next Steps: The ordinance will now be heard by City Council. If approved, the applicant may continue through the land use approval process to establish the new use of Medical Clinic for 205 S 400 E.

30- Day Appeal Process:
An appeal or any other judicial action arising from, or seeking review of, a decision by the City Council under this chapter must be filed (**with the Grand County District Court**) *no later than thirty days from the date of the final decision or action that is the subject of the action or legal claim. Any action commenced beyond that time is barred and shall be subject to summary dismissal.*

If you disagree with this decision, you may file an administrative appeal with the Moab hearing officer within thirty (30) days of the date of this decision pursuant to an appeal or any other judicial action arising from, or seeking review of this decision, shall be submitted to the appeal authority as defined by the Moab Municipal Code 17.67.090, and 17.72.100.A, and 17.72.120.A. An untimely appeal is subject to dismissal with prejudice, and failure to file an administrative appeal will prohibit you from challenging this decision in court.
If you file an appeal, you will be bear the burden of proving that this decision is arbitrary, capricious, or illegal considering the record associated with this matter. To file an appeal, please submit a written statement clearly and concisely state the reasons why you believe this decision is erroneous to:

Moab City Hearing Officer
c/o Cory Shurtleff
217 East Center Street
Moab, Utah 84532-2534
cshurtleff@moabcity.gov

If you have any questions, please contact me at jblanco@moabcity.gov or 435-259-5129

Sincerely,

Johanna Blanco

Johanna Blanco,

City of Moab Associate Planner

MOAB CITY COUNCIL AGENDA June 23, 2026

TITLE: Consideration and Possible Approval of City Council of City Ordinance 2026-11, An Ordinance Of The City Council Of Moab Amending Moab Municipal Code, Title 17, Chapter 17.30 Neighborhood Commercial Zone, Section 17.30.020 Permitted Uses and Regulations, To Include Medical Clinic as a Permitted Use.

DISPOSITION: Discussion and possible action

PRESENTER/S: Johanna Blanco, Associate Planner

ATTACHMENT/S:

-Exhibit 1 Draft Ordinance 2026-11

-Exhibit 2 Letter to Planning Commission

- Exhibit 3 Record of Decision of Planning Commission Recommendation

OPTIONS: Approve or deny Ordinance 2026-11, giving specific findings for decision or Continue or table action to a later meeting with specific direction to City Staff and Applicant as to additional information needed to make a decision.

POSITIVE MOTION: I move that the City of Moab City Council approve City Ordinance 2026-11, An Ordinance Of The City Council Of Moab Amending Moab Municipal Code, Title 17, Chapter 17.30 Neighborhood Commercial Zone, Section 17.30.020 Permitted Uses and Regulations, To Include Medical Clinic as a Permitted Use.

SUMMARY:

Property Owner: Georgia Hamblin Trustee
Applicant: Chrissy Applegate
Location: 205 South 400 East, Moab, UT 84532
Parcel: 01-0MNI-0077
Zoning: C-5
Current Use: Professional Offices

MMC 17.04.120 sets the Planning Commission as the advisory body and the City Council as the Land Use Authority for Text Amendments.

MMC 17.04.070 states "*It is the burden of the applicant to provide "good cause" to support a proposed text amendment. For the purpose of establishing and maintaining sound, stable and desirable development within the City of Moab, amendments to the Land Use Code are* *committed to the sound discretion of the City Council based upon the following nonexclusive list of criteria:*

A. Is the proposed use substantially similar to other authorized uses permitted within the subject zoning district?

Yes. Medical Clinic, as defined in MMC 17.06.020, “means an ambulatory health care facility in which outpatient treatment is provided by physicians, dentists, other medical personnel, psychologists, or social workers and where examination and treatment require a stay of less than twelve hours.” This use will likely have a similar impact on the zoning district as other uses in the zone, such as professional offices, neighborhood retail, or arts and crafts shops.

B. Is the proposed use a relatively new use type or development concept that was not anticipated at the time of the adoption of the City’s General Plan?

No. The use has been allowed in multiple zones since the adoption of the most recent General Plan.

C. Is the amendment consistent with the policies and goals of the General Plan?

Element 1 Economic Development, Goal 1 Promote a vibrant local economy that supports the unique quality of life and character of Moab, Policy 12 Identify and explore economic development opportunities for new and existing high-tech industries, Action item C. Support other agencies in providing a competitive menu of medical and educational services. The addition of new medical clinics will achieve this action step of the General Plan.

D. Will the amendment create significant adverse impacts upon neighboring properties within or adjacent to the zoning districts that would be affected by the change? .

This specific project is not proposing any increase in hours, building footprint, or patronage. A typical medical clinic will likely have limited negative externalities.

E. Is it in the public interest to approve the proposed amendment?

Yes. This amendment enables expanded no-cost services that strengthen maternal and family health, reduce financial burdens on local families, and support long-term community resilience

F. Is the amendment likely to lead to a positive redevelopment of a specific area or zone?

Yes. The change supports appropriate, stable development in the C-5 zone by allowing a professional, neighborhood-oriented medical clinic. It enhances service diversity without altering the zone's small-scale, low-impact character and provides future flexibility for compatible uses.

G. Will the amendment provide a variety of options for residents in terms of economic development, affordable housing, or other benefits?

Yes. The amendment will allow Moab residents to have more choices on where to receive their health care needs.

H. Is the amendment appropriate considering the existing conditions in the zoning district, the established relationships between zoning districts, existing land uses and densities, and the scale of both existing and proposed development?

Yes. The proposal is consistent with the C-5 zone's scale, character, and surrounding uses. The proposed project involves an existing 1,534 sq ft building with no exterior changes, engaged in low-intensity operations due to appointment-only procedures.

C-5 Zone Objectives and Characteristics

"The C-5 neighborhood commercial zone has been established for the primary purpose of providing a location where commercial establishments can be located where people who live in the surrounding neighborhood can obtain daily household goods and services conveniently. This zone is characterized by stores, shops and establishments situated in landscaped surroundings that are maintained in harmony with amenities of adjacent residential development.

In order to accomplish the objectives and purposes of this title and to promote the characteristics of this zone, the following regulations shall apply in the C-5 neighborhood commercial zone."

RELEVANT LAWS, STUDIES & PLANS:
Moab Municipal Code 17.04

RESPONSIBLE DEPARTMENT:
Planning Department

FINANCIAL IMPACT:
N/A