



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

**MOAB CITY COUNCIL
SEPTEMBER 8, 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. Consent Agenda

3.1. Fraud Risk Assessment FY26

Documents:

fraud risk assessment agenda summary.pdf

fraud risk assessment - fy26.pdf

3.2. Approval of Minutes

August 25, 2026 - Regular Meeting

Documents:

min-cc-2026-08-25 draft.pdf

3.3. Approval of Bills Against the City of Moab in the Amount of \$206,921.11

Documents:

08-26-26 council consent.pdf

09-02-26 council consent.pdf

4. General Business

4.1. Special Event Permit Approval for the 2026 Center Street Fest

Documents:

council agenda item_center st fest 2026.pdf
center street fest_2026 event application.pdf

4.2. Special Event Permit Approval for the 2026 Moab Locals 10k

Documents:

council agenda item_locals 10k 2026.pdf
moab locals 10k_2026 special event application.pdf

4.3. Consideration of a Sponsorship Agreement Between the City of Moab and FCA US LLC (Jeep)

Documents:

9.8.26 staff report jeep.pdf
moab - jeep sponsorship agreement (8.19.26).pdf
influencer vua - nbs edits (fca 8.19.26).pdf

4.4. Consideration of a Phase 2 Development Agreement for 57 West Kane Creek Boulevard Parcel 01-0001-0200 between Amasa Arroyo Apartments LLC and the City of Moab, Utah.

Documents:

amasa apartments phase 2 development agreement city council agenda summary.pdf
exhibit 1_development agreement - amasa phase 2 draft.pdf

4.5. Consideration of an Agreement to Authorize the C-PACE (Commercial Property Assessed Clean Energy) Program

Documents:

2026 9sept 8_c-pace_agenda summary.docx.pdf
2026 9sept 8_c-pace_exhibit resolution.pdf
2026 9sept 8_c-pace_exhibit agreement.pdf

4.6. Consideration of Purchase Proposal with Pacific Fitness Corp, LLC for MRAC Fitness Equipment Purchase in the Amount of \$154,236

Documents:

agenda summary _mrac fitness equipment purchase_pacific fitness, llc.pdf
moab recreation, proposal 58552, pacific fitness products.pdf
pacific fitness state contract.pdf

4.7. Consideration of Contract Award to Landmark Aquatics in the Amount of \$192,750 for the Outdoor Leisure pool Myrtha Liner

Documents:

agenda summary myrtha liner.pdf
moab sole source 8-18-26 (1).pdf
landmark estimate - grand county rec center 7-17-2026 rev 2.pdf

4.8. Consideration of a Bid Award to Beh Brothers Construction, LLC in the Amount of \$102,770.47 for Spitfire Storm Drain Improvement Project Construction

Documents:

agenda summary - spitfire storm drain improvement project.pdf
bid results.pdf
construction plans.pdf
agreement.pdf

4.9. Discussion Regarding the Moab Area Transit Services as it Relates to the Arches Shuttle

4.10. Consideration of an MOU Between the City of Moab and Grand County - Shuttle Stops and Visitor Parking for the Moab–Arches Shuttle Pilot Project

Documents:

9.8.26 mou with county.pdf
moab-arches shuttle parking mou_draft 8-27-26 (002) mab redlines 9.2.2026.pdf
moab-arhces shuttle parking letter mab 8.12.26.pdf

5. City Manager Updates

6. Mayor and Council Reports

7. Executive (Closed) Session

7.1. Strategy Session to Discuss the Purchase, Exchange, or Lease of Real Property

7.2. Strategy Session to Discuss the Sale of Real Property

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

8. 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

September 2, 2026

TITLE: Review and acceptance of the annual Fraud Risk Assessment for FY25-26

DISPOSITION: Discussion and possible action

PRESENTER/S: Sommar Johnson, Recorder

ATTACHMENT/S: Fraud Risk Assessment FY26

STAFF RECOMMENDATION: Approval of the consent agenda item

OTHER OPTIONS:

SUMMARY:

The State Auditor's Office requires all local governments to complete an annual fraud risk assessment to evaluate internal controls, policies, and financial procedures. It must be presented to the City Council and filed with the State Auditor's Office. The annual fraud risk assessment is presented to meet the reporting requirements.

RELEVANT LAWS, STUDIES & PLANS:

The Fraud Risk Assessment is required by the Utah State Auditor's Office

RESPONSIBLE DEPARTMENT:

Administration/Recorder/Treasurer/Human Resources

FINANCIAL IMPACT:

No financial impact.

Fraud Risk Assessment

Continued

*Total Points Earned: 375 /395 *Risk Level: Very Low Low Moderate High Very High
 > 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	Yes	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	Yes	5
b. Procurement?	Yes	5
c. Ethical behavior?	Yes	5
d. Reporting fraud and abuse?	Yes	5
e. Travel?	Yes	5
f. Credit/Purchasing cards (where applicable)?	Yes	5
g. Personal use of entity assets?	Yes	5
h. IT and computer security?	Yes	5
i. Cash receipting and deposits?	Yes	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	No	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	Yes	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	Yes	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	Yes	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	Yes	20
7. Does the entity have or promote a fraud hotline?	Yes	20
8. Does the entity have a formal internal audit function?	Yes	20
9. Does the entity have a formal audit committee?	Yes	20

*Entity Name: City of Moab

*Completed for Fiscal Year Ending: 06/30/2026

*Completion Date: 09/02/2026

*CAO Name: Michael A. Black

*CFO Name: Sommar Johnson

*CAO Signature: 
CITY MANAGER

*CFO Signature: 
CITY RECORDER

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?			X	
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".			X	
4. Are all the people who have access to blank checks different from those who are authorized signers?			X	
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	X			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	X			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".			X	
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	X			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	X			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

* MC = Mitigating Control

MOAB CITY COUNCIL MINUTES--DRAFT
REGULAR MEETING
August 25, 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=P_6srGQY-wg. Mayor Joette Langianese called the meeting to order at 6:00 p.m. Councilmembers Tawny Knutson-Boyd, Colin Topper, Jason Taylor and Miles Loftin attended. Also in attendance were City Manager Michael Black, Recorder Sommar Johnson, Police Chief Lex Bell, Assistant Police Chief James Blanton, Jr., Associate Planner Johanna Blanco, Community Development Director Cory Shurtleff, Attorney Nathan Bracken and seven members of the public. Councilmember Topper led the Pledge of Allegiance.

Public Comments:

Bill Agee spoke about vehicular noise and shared a recording of All-Terrain Vehicle (ATV) noise measured at 75 decibels (dB), which is approximately the legal limit. He said the sound he demonstrated was about half the volume of an ATV in front of his home on Mill Creek Drive. He voiced concern about signage for ATVs and felt the proposed changes will encourage ATVs to travel at 20 miles per hour (mph) and not the current requirement of 15 mph, which he said would keep the noise levels down. He stated he had completed measurements of several ATVs.

Department Updates:

Police Chief Bell updated Council on **bears** encountered in City limits. He described a lock-down at the upper schools that day. He said the drought conditions are drawing bears down from the mountains resulting in more bear encounters than ever. He cautioned residents to call dispatch or 911 so that police could contain subject bears until the Division of Natural Resources personnel could manage the bears.

Community Development Director Shurtleff briefed Council on the community housing outlook. He said he participated in a town hall panel discussion with other local housing experts. He described the housing pipeline, which documents residential construction in the planning and development system, from pre-application to Certificate of Occupancy. Discussion focused on the nature of housing needs within the community, from workforce housing to senior housing. Saturation of the low-income housing market was discussed, along with median sales prices for single family homes and diversification of amenities, such as childcare centers in multifamily developments. Councilmember Taylor brought up the need for a year-round economy, since seasonal workers are struggling with the commitment of year-round housing costs. He said rents are falling, and he also brought up the dilemma of aging homeowners with big houses and young families with small homes. Councilmember Topper mentioned reviewing incentives such as the active employment household (AEH) requirement. He suggested new incentives be proposed. Councilmember Knutson-Boyd recommended an effort to create integrated developments that served young residents as well as seniors. Councilmember Loftin reported he attended the town hall panel and noted the great number of cash sales for single-family homes, signaling that there is not much movement from renting to home ownership for residents. He stated his interest in fostering programs that would keep the local skilled workforce from relocating to different towns. Mayor Langianese brought up the pending senior housing project and cited the impact of high interest rates on the housing economy. She suggested housing incentives be included in the strategic planning process for Council.

Consent Agenda:

Community representatives spoke about the upcoming recovery day events and suicide prevention and awareness month. Councilmember Loftin moved to approve the Consent Agenda, as follows: recovery day proclamation, suicide prevention and awareness month proclamation, ratification of a letter of support for Utah State University's grant application for the ending wasted food award, approval of minutes for the August 11, 2026 Regular Meeting and approval of bills against the City of Moab in the amount of \$445,379.19. Councilmember Topper seconded the motion. The motion passed 4-0 with

Councilmembers Taylor, Knutson-Boyd, Topper and Loftin voting aye.

General Business:

Planning and Land Use Code Amendments—Approved

Presentation and Discussion: Associate Planner Blanco presented for consideration proposed **Ordinance 2026-16:** an ordinance amending Section 2.52.030 (Planning Commission), Chapter 16.08 (subdivision procedure), and Section 17.12.050 (damaged building restoration) of the Moab Municipal Code to extend the recording deadlines for approved final plats and the related one-time extension for such plats, to eliminate the public hearing requirement for preliminary plats, to adjust planning commission attendance requirements, and to amend regulations on rebuilding or renovating nonconforming structures and uses after a fire or calamity.

Motion and Vote: Councilmember Taylor moved to approve **Ordinance 2026-16:** an ordinance amending Section 2.52.030 (Planning Commission), Chapter 16.08 (subdivision procedure), and Section 17.12.050 (damaged building restoration) of the Moab Municipal Code to extend the recording deadlines for approved final plats and the related one-time extension for such plats, to eliminate the public hearing requirement for preliminary plats, to adjust planning commission attendance requirements for attendance during the calendar year, and to amend regulations on rebuilding or renovating nonconforming structures and uses after a fire or calamity. Councilmember Knutson-Boyd seconded the motion. The motion passed unanimously.

Information Technology (IT) and Cyber Security Contract—Approved

Presentation and Discussion: Recorder Johnson presented the IT contract for approval. She said the City's existing IT status quo wasn't meeting the City's needs.

Motion and Vote: Councilmember Knutson-Boyd moved to approve a contract award to RevTech Services in the amount of \$338,596.88 for information technology security (cyber security) and information technology support services. Councilmember Topper seconded the motion. The motion passed 4-0 with Councilmembers Taylor, Knutson-Boyd, Topper and Loftin voting aye.

City Manager Update:

City Manager Black reported he met with Councilmember Loftin to discuss ways to better inform local businesses about bidding opportunities for City projects, and he said the City website now has easier access to bid opportunities. Black reported he attended a meeting regarding the recently proposed County public safety complex. He spoke about an upcoming open house for Safe Streets for All, and the updating of the City's downtown plan. He spoke about the ballfield open house. Mayor Langianese brought up an upcoming meeting with the state auditor and discussion with the City Attorney ensued regarding public notification requirements. Black concluded with an announcement that the City's audit was forthcoming.

Mayor and Council Reports:

Councilmember Loftin said he attended the housing task force town hall and noted the difficulty for homeowners to build ADUs with such high interest rates. He reported on meetings of the Planning Commission and Grand Water and Sewer Service Agency.

Councilmember Topper reported he attended the housing task force event. He mentioned he met with the director of the multicultural center to discuss the homeless population and pathway safety. He said more lighting on the parkway was under consideration. He said he attended the Bike Utah summit and brought up development of a City policy regarding rental scooters in City limits. Mayor Langianese reminded Council of prior Council discussions that were not finalized. City Manager Black said he would work with the attorney to explore possible solutions. Topper concluded by announcing the school district's new Safe Routes to School coordinator.

Councilmember Knutson-Boyd reported she attended a meeting of the healthcare special services district.

Councilmember Taylor reported on the Emergency Medical Services board meeting. He brought up his concerns about the County's proposed public safety complex. He reported on a meeting of the

Chamber of Commerce and mentioned the upcoming candidate debate and noted his concerns about the safety of the pathways and the homeless population.

Mayor Langianese reported she would be as involved as possible regarding the development of the County's public safety complex. She said she attended a meeting of the healthcare special services district.

Adjournment:

Councilmember Loftin moved to adjourn the meeting. Councilmember Knutson-Boyd seconded the motion. The motion passed unanimously. The Mayor adjourned the meeting at 7:56 p.m.

APPROVED: _____
Joette Langianese, Mayor

ATTEST: _____
Sommar Johnson, City Recorder

DRAFT

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 08/21/2026 to 08/26/2026

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Allen, Tyler	280665	08/26/2026	\$307.00			Purchasing
AMAZON CAPITAL SERVICES	280666	08/26/2026	\$698.63			Purchasing
AMERICAN RED CROSS	280667	08/26/2026	\$37.00			Purchasing
ARCARTISTS LLC	280668	08/26/2026	\$1,625.00			Purchasing
ARCHER MECHANICAL AND MAINTEN	280669	08/26/2026	\$4,970.18			Purchasing
Arreola-Olmedo, Diego	280670	08/26/2026	\$307.00			Purchasing
ARROWHEAD RIDGE INC.	280671	08/26/2026	\$887.59			Purchasing
BOWEN COLLINS & ASSOCIATES INC.	280672	08/26/2026	\$178.00			Purchasing
CANYONLANDS COPY CENTER	280673	08/26/2026	\$135.00			Purchasing
CUSTOMER REFUNDS	280674	08/26/2026	\$42.50			Purchasing
ENBRIDGE GAS	280675	08/26/2026	\$652.94			Purchasing
Flanders, Tyren	280676	08/26/2026	\$412.78			Purchasing
Jones, Levi	280677	08/26/2026	\$340.00			Purchasing
MURPHY'S PAINTING	280678	08/26/2026	\$23,800.00			Purchasing
O'Hern, Kevin	280679	08/26/2026	\$208.78			Purchasing
PIPE DREAM LLC	280680	08/26/2026	\$1,836.00			Purchasing
ROCKY MOUNTAIN POWER	280681	08/26/2026	\$161.87			Purchasing
SALT LAKE COMMUNITY COLLEGE	280682	08/26/2026	\$399.50			Purchasing
STANDARD PLUMBING SUPPLY CO.	280683	08/26/2026	\$19.09			Purchasing
Topper, Colin	280684	08/26/2026	\$103.00			Purchasing
U.S. POSTMASTER	280685	08/26/2026	\$518.52			Purchasing
VERIZON WIRELESS	280686	08/26/2026	\$2,668.16			Purchasing
WALKER DRUG	280687	08/26/2026	\$46.96			Purchasing
WALKER'S TRUE VALUE HARDWARE	280688	08/26/2026	\$106.99			Purchasing
			\$40,462.49		\$0.00	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 08/27/2026 to 09/02/2026

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
4 RIVERS EQUIPMENT, LLC	280689	09/02/2026	\$916.03			Purchasing
A & E ELECTRIC INC	280690	09/02/2026	\$144.16			Purchasing
AARON P. WISE ATTORNEY AT LAW	280691	09/02/2026	\$3,000.00			Purchasing
AMAZON CAPITAL SERVICES	280692	09/02/2026	\$3,588.45			Purchasing
ASSOC. OF PUBLIC TREASURERS OF	280693	09/02/2026	\$259.00			Purchasing
B I BILLS INSPECTION SERVICES LLC	280694	09/02/2026	\$1,650.00			Purchasing
Blanco, Johanna	280695	09/02/2026	\$136.00			Purchasing
BOOT BARN	280696	09/02/2026	\$725.29			Purchasing
BRANTLEY DISTRIBUTING LLC	280697	09/02/2026	\$518.40			Purchasing
CANYONLANDS AUTO & MINING SUP	280698	09/02/2026	\$577.57			Purchasing
CHEMTECH-FORD LLC	280699	09/02/2026	\$1,081.00			Purchasing
CITY OF MOAB	280700	09/02/2026	\$15,341.94			Purchasing
CODE PUBLISHING COMPANY	280701	09/02/2026	\$1,176.00			Purchasing
COWDELL LAW	280702	09/02/2026	\$3,000.00			Purchasing
CUSTOMER REFUNDS	280703	09/02/2026	\$60.00			Purchasing
CUSTOMER REFUNDS	280704	09/02/2026	\$20.00			Purchasing
DEPARTMENT OF PUBLIC TRANSFOR	280705	09/02/2026	\$5,500.00			Purchasing
DESERT WEST OFFICE SUPPLY	280706	09/02/2026	\$94.98			Purchasing
ECO HVAC LLC	280707	09/02/2026	\$16,508.00			Purchasing
FRONTIER	280708	09/02/2026	\$1,978.38			Purchasing
GRAINGER	280709	09/02/2026	\$56.78			Purchasing
HANSEN ALLEN & LUCE INC	280710	09/02/2026	\$2,324.00			Purchasing
HYDROCORP, LLC	280711	09/02/2026	\$1,609.38			Purchasing
JOHNSTONE SUPPLY	280712	09/02/2026	\$99.13			Purchasing
LAWSON PRODUCTS INC.	280713	09/02/2026	\$171.06			Purchasing
LINCOLN-HILL PARTNERS	280714	09/02/2026	\$30,000.00			Purchasing
MID-AMERICAN RESEARCH CHEMICA	280715	09/02/2026	\$935.93			Purchasing
MOAB AUTO PARTS INC.	280716	09/02/2026	\$40.92			Purchasing
MOUNTAINLAND SUPPLY	280717	09/02/2026	\$1,187.40			Purchasing
PACKARD WHOLESALE	280718	09/02/2026	\$1,477.52			Purchasing
PIPE DREAM LLC	280719	09/02/2026	\$1,632.00			Purchasing
Poynter, Kaytin	280720	09/02/2026	\$136.00			Purchasing
PROVELOCITY	280721	09/02/2026	\$16,530.15			Purchasing
QUIKRETE CONSTRUCTIONS MATERI	280722	09/02/2026	\$1,001.66			Purchasing
REVCO LEASING COMPANY	280723	09/02/2026	\$3,108.89			Purchasing
RIVERSIDE PLUMBING & HEATING	280724	09/02/2026	\$79.55			Purchasing
ROCKY MOUNTAIN POWER	280725	09/02/2026	\$36,140.65			Purchasing
ROCKY MOUNTAIN VALVES & AUTOM	280726	09/02/2026	\$1,356.01			Purchasing
SAFETY SUPPLY & SIGN CO. INC	280727	09/02/2026	\$564.40			Purchasing
SCOOTER'S TOOLS LLC	280728	09/02/2026	\$26.54			Purchasing
Shurtleff, Cory	280729	09/02/2026	\$545.10			Purchasing
STANDARD PLUMBING SUPPLY CO.	280730	09/02/2026	\$402.95			Purchasing
THE BENNETT GROUP DC	280731	09/02/2026	\$6,000.00			Purchasing
THE MOAB TIMES-INDEPENDENT	280732	09/02/2026	\$912.00			Purchasing
THE PAINT CENTER	280733	09/02/2026	\$144.05			Purchasing
TURNER LUMBER OF MOAB	280734	09/02/2026	\$1,686.06			Purchasing
UTAH DIVISION OF WATER QUALITY	280735	09/02/2026	\$20.00			Purchasing
WALKER DRUG	280736	09/02/2026	\$34.44			Purchasing
WALKER'S TRUE VALUE HARDWARE	280737	09/02/2026	\$1,353.18			Purchasing
WASH-IT EXPRESS	280738	09/02/2026	\$430.99			Purchasing
WHEELER MACHINERY CO	280739	09/02/2026	\$176.68			Purchasing
			\$166,458.62		\$0.00	

Moab City Council Agenda Item

Meeting Date: September 8, 2026

Title: Approval of a Special Event Permit for the 2026 Center Street Fest

Staff Presenter: Kelley McInerney

Attachments: Center Street Fest 2026 Special Event Application

Event Information

Location: Center Street (50 E Center lot)

Dates: Saturday, October 3

Times: 4 to 10 p.m. (street closure requested to start at noon for set up)

Expected Attendance: 200-250

Applicant: 98 Center and Berkshire Hathaway

Options: Motion to approve, deny, or modify

Recommended Motion: “I move to approve a Special Event Permit for the 2026 Center Street Fest”

Background/Summary: The Center Street Fest (previously Center Street Block Party) has operated as a community appreciation event for over 5 years using the lot located by Sabaku and Berkshire Hathaway. As the event has grown, they are requesting to close a portion of Center Street, half block from 100 E to the dispersed parking turnaround) so that they have more space for the event.

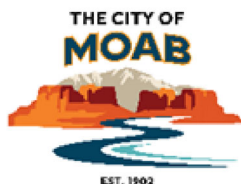
The Witches Night Out Event will also occur on Saturday, October 3rd on 39 E Center (in the lot down the alley by Red Oasis Spa, Summit Sotheby’s and Parriott’s Hair Salon).

City staff including Public Works, the Police Department, and Event Staff have already met with both event coordinators and discussed safety plans and site maps.

This closure will provide more room for the events as well as a crossing space for pedestrians going to both events that is closed to cars. The event coordinators have also scheduled an officer to be present from the Moab City Police Department.

Parking will remain open by the MIC and in the dispersed parking on Center and 100 E. Businesses surrounding the events have been informed by event coordinators about the events, closures, and several of them will be participating.

City of Moab Special Events
217 E Center Street
Moab, UT 84532



Email: events@moabcity.gov
Phone: 435-259-6272

SPECIAL EVENT PERMIT APPLICATION

TYPE OF ACTIVITY *check all that apply:*

☐ Film Production	☐ Parade	☐ Sporting	☐ 5K	☐ Training Event	☐ Festival
☐ Outdoors Sales	☐ Fun Run	☐ Dance	☐ 10K	☒ Block Party	☐ Religious
☐ Other _____					

Please print or type

EVENT NAME: Center Street Fest 2026

Primary Location of Event:

50 E Center Street

Secondary Location of Event:

Name of Organization: 98 Center & Berkshire Hathaway

Date (s) of Event: 10/3/2026

Start Date:

Start Time: 4 p.m.

EVENT DETAILS

Event Location 1/Day 1	Date(s): 10/3/2026	Start time: 4 p.m.	End time: 10 p.m.
Set-up	Date(s): 10/3/2026	Start time: 8 a.m.	End time: 4 p.m.
Clean-up	Date(s): 10/3/2026	Start time: 10 p.m.	End time: 11 p.m.
Location 2/Day 2	Date(s):	Start time:	End time:
Set-up	Date(s):	Start time:	End time:
Clean-up	Date(s):	Start time:	End time:

Is this a recurring event?

If yes, provide details

Is this an Annual Event?

If yes; same date and place?

Yes, continuation of Center Street Block Party

Yes

PARTICIPANTS

Number of participants expected: (include total and per day) 200	Number of Volunteers/Event Staff:
☒ Open to the Public	☐ Private Group/Party

If event is open to the public, is it: ☐ Entrance Fee/Ticketed Event?

☐ Fee for Participants/
Racers/Runners Only

VENDORS/FOOD/ALCOHOL *check all that apply***Vendors/Merchants Are Vendors Merchants Selling Products or Services?** ☒ Yes ☐ No

If yes, Temporary Sales Tax Numbers may be required from State Special Event Tax Division. Please contact 801-297-6303, specialevent@utah.gov

Is Food available at the event? ☒ Yes ☐ NoIs the food *(please check all that apply)*☐ Given away ☒ Catered by restaurants/Vendors ☐ Prepared onsite

All food vendors must have a valid food permit from the Southeast Utah Health Department. A Temporary Food Establishment Permit is required for all food vendors, events are subject to Health Department inspections. Food vendors operating without a permit may be subject to closure and eviction from the event.

Events which have Food available must contact the SE Utah Health Dept., for permit & approval 435-259-5602.

Will Alcoholic Beverages be available at the event? ☒ Yes ☐ No

If yes, please see Attachment C. Additional approval may be required.

TENTS/STAGES/STRUCTURES *(include details on site map)*☒ **Tents/Pop-up Canopies** **How many Tents/Pop-up Canopies will be used for the event?** 14
Dimensions of Tents/Pop-up Canopies: 10x10

Events may be subject to possible site inspection by City of Moab Building Department and/or Moab Valley Fire Department.

Temporary Stage **Dimensions:**☐ **Description of Tents/Canopies/Stage, etc.:** EZ ups**SITE SETUP/SOUND** *check all that apply (please include details on sitemap)*

☒ Fencing/Scaffolding	<i>(must obtain privately)</i>
☒ Barricades	<i>(must obtain privately)</i>
☒ Portable Sanitary Units	<i>(must obtain privately)</i>
☒ Music <i>if yes, check all that apply</i>	☐ Acoustic ☒ Amplified
☒ PA/Audio System	Type/Description:
☐ Fireworks / Fire Performances / Open Flame	Requires approval from Moab Valley Fire Dept. (435) 259-5557
☒ Propane/Gas On site	Requires approval from Moab Valley Fire Dept. (435) 259-5557
☒ Trash/Recycle Bin coordination On Site	Canyonlands Solid Waste Authority (435) 259-6314

ROAD & SIDEWALK USE *please include details on site map*☒ **Will Roads & Sidewalks Be Used?** ☒ Yes* ☐ No☒ **Are you requesting Road Closures?** ☒ Yes* ☐ No

*An Encroachment Permit is required for Road Closures and Sidewalk Use. To obtain the permit, please contact Moab City Public Works Dept., 435-259-7485.

☒ Road Use and Closure*	Location: East half of the Center Street 100 E block
☒ Sidewalk Use	Location: 50 E Center Street ☐ Will stay on sidewalks and follow pedestrian laws
☐ Parade*	Location: Number of Floats:

Permit fee is based on attendance as followed: Due upon receipt of invoice

(Other fees may apply if additional services or requested)

☒ **Level I: \$466.00 for attendance under 200/day**
☐ **Level II: \$820.00 for attendance over 200/day** **LII Road Closure**
Total: \$

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation of the Permit.

Alex Borichevsky**7/22/2026**

Print Applicant's Name

Applicants Signature

Date

Community Enterprise Statement- Center Street Appreciation Party

This event is being organized as a community appreciation celebration designed to bring together residents, local businesses, nonprofit organizations, and visitors in a positive and welcoming environment. Our goal is to foster community connection, support local organizations, and create opportunities for social engagement among members of the Moab community.

The event will feature local vendors, nonprofit information booths, food and beverage service, and live DJ entertainment. Music will be professionally licensed and paid for by the event organizers. Beer and cocktails will be available to attendees through properly permitted and managed beverage service.

By providing a space where community members can gather, interact, and learn about local businesses and nonprofit organizations, this event will contribute to community engagement and economic support for local enterprises. We are excited to host an inclusive social gathering that celebrates the people, organizations, and businesses that make Moab a vibrant and connected community.

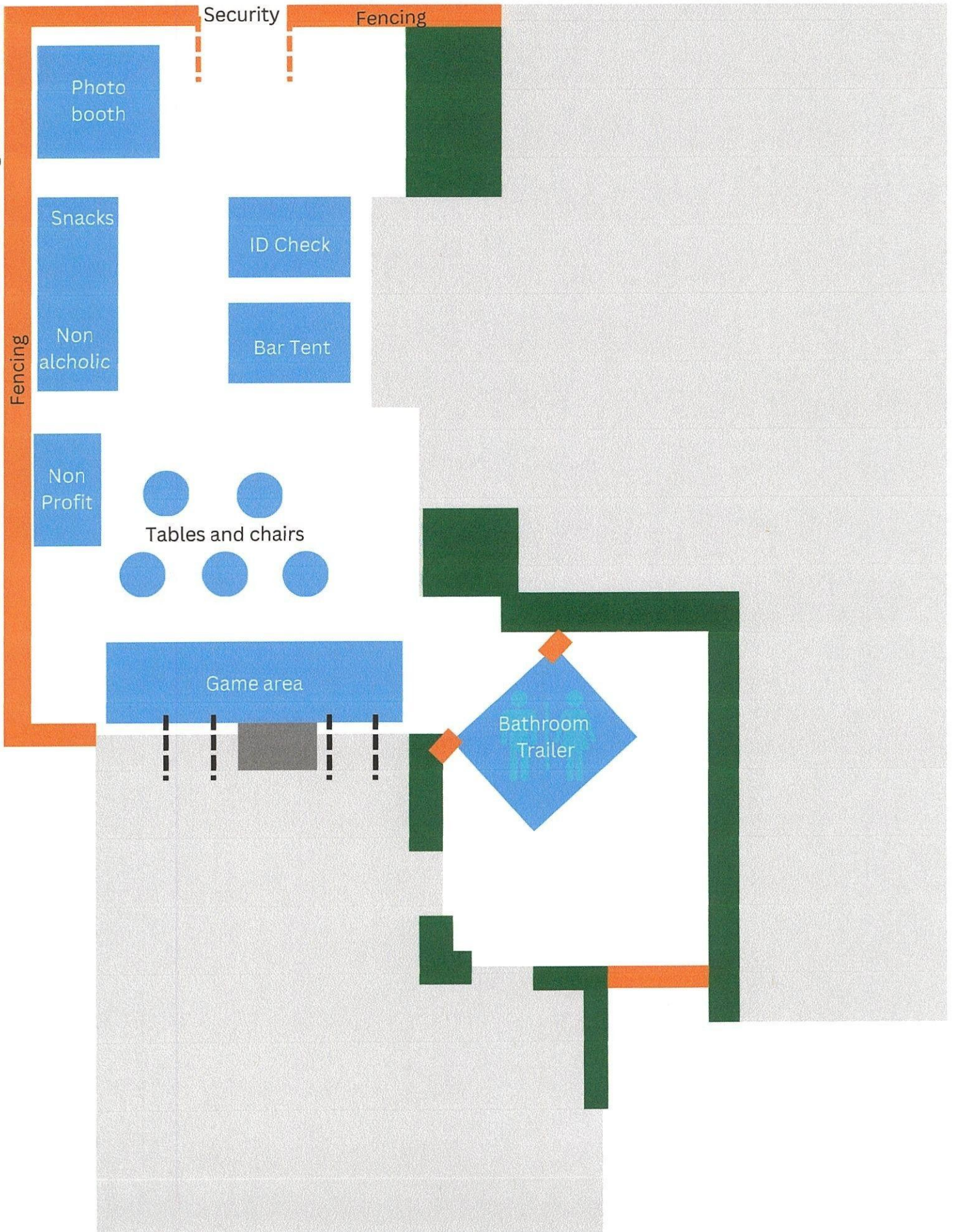
We believe this event will provide meaningful social and economic benefits while creating a safe, enjoyable, and memorable experience for attendees.

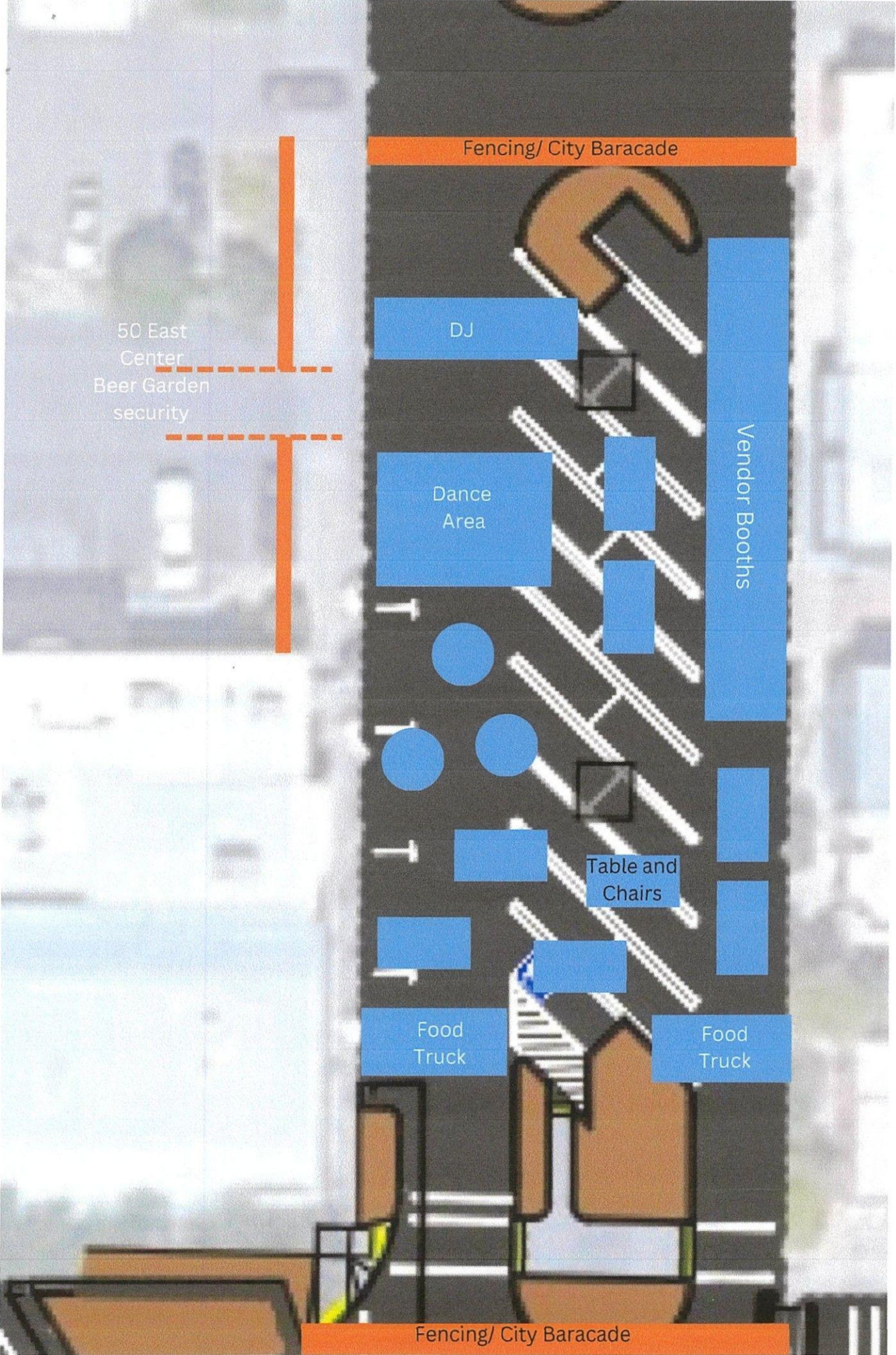
Beer Garden Site Plan

Entrance to 50 center
Beer Garden

Center Street

Moab Information Center Parking lot





City of Moab Special Event Application: Attachment C

Security Plan Acknowledgment

Please provide a list of event organizers, security personnel, or volunteers that can be contacted if there is an event emergency.

Primary Contact Name: Alex Borichevsky

Title/Role: Owner 98 Center/Sabaku

Phone Number: _____

Email: 98centermoab@gmail.com

List any Secondary Contacts below:

Contact Name: Meghan Williams

Title/Role: GM at 98 Center

Phone Number: _____

Email: _____

Contact Name: Nikole Andersen

Role: Broker at BHHS

Phone: _____

Email: _____

Contact Name: Madison Shumway

Role: Office Admin at BHHS

Phone: _____

Email: _____

Name: Kali Bisco

Role: Agent at BHHS

Phone: _____

Email: _____

Do you have an Emergency Action Plan? ☒ Yes ☐ No

What is your plan for communicating emergency situations or potential evacuation procedures or other incidents?

We will have a Moab City Police Officer for the time of event. Signage for exits

How will you communicate to your patrons and how will you communicate to EMS/PD/etc.?
Through the DJ PA system and cell phones

Event Map/Floorplan must include at minimum the following: Entry/Exits, Separation Elements (fencing, walls, etc.), ID Check Station*, Sales and Serving Stations*, Security Points, Locations of Restrooms including ADA, Locations of water and food, First Aid

*These are required if your event is serving alcohol.

Beer Garden Control Measures

(This section is only required if your event is serving alcohol.)

☒ Minors Allowed

☐ 21+ Only

Food Available:

☒ Yes

☐ No

Non – alcoholic beverages available for sale: ☒ Yes

☐ No

Admission Fee: ☐ Yes

☒ No

Is alcohol included with admission:

☐ Yes

☒ No

Proof of Age:

☒ Non-transferrable wristband

☐ Handstamp

Number of Entry/Exits: 3

Estimated Event Attendance: 200

Number of Security Personnel:

(Per state regulation, there must be a minimum of 1 security person for every 50 people estimated to be in the consumption area at one time. Security may include officers, hired security, organization staff members, security volunteers.)

We acknowledge that we are required to have all the following elements in accordance with Utah State Law

AB

____ Initials

- a) Event Properly Secured: The event must be properly secured and completely delineated by some type of physical structure (fencing, walls, gates, etc) Please label accordingly on the event floorplan/map.
- b) ID Station: The ID check station or stations must be separate from alcohol sales locations.
- c) Training for those checking IDs: Any person assigned to check proof of age shall be over the age of 21 and have completed the alcohol server training seminar within the last three (3) years.
- d) Training for Servers: At each location where alcoholic beverages are sold and dispensed, at least one person who has completed the alcohol server-training seminar shall be present.

☒ By clicking this box, I agree to submit a copy of the permit for the event from the Utah State Department of Alcohol Beverage Services once it is approved.

Please note that Moab City Staff and/or City Council Members may make conditions for approval regarding safety and security measures for an event if they see fit.

CityofMoab_SpecialEventApplication_SecurityPlanAcknowledgement_7.25.2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Central Utah Insurance Agency, LLC 880 S Main Moab, UT 84532 License #: 4844	CONTACT NAME: Baeli Walby PHONE (A/C, No, Ext): (435)259-5981 FAX (A/C, No): (435)259-5457 E-MAIL ADDRESS: baelei@insuremoab.com INSURER(S) AFFORDING COVERAGE INSURER A: Owners Insurance Company NAIC # 32700 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED 98 CENTER LLC 98 E CENTER ST MOAB, UT 84532	

COVERAGES **CERTIFICATE NUMBER: 00004319-0** **REVISION NUMBER: 7**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

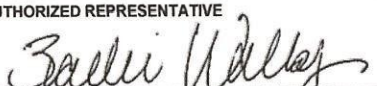
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		57219416	12/10/2025	12/10/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N					
A	Liquor Liability			57219416	12/10/2025	12/10/2026	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Center Street Block Party 10/3/2026

CERTIFICATE HOLDER

CANCELLATION

City of Moab 217 E Center St MOAB, UT 84532	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (BAE)
--	--

Moab City Council Agenda Item
Meeting Date: September 8, 2026

Title: Approval of a Special Event Permit for the 2026 Moab Locals 10K

Staff Presenter: Kelley McInerney

Attachments: Moab Locals 10K 2026 Special Event Application

Event Information

Location: Swanny Park as finish, sidewalks through town, start at the Moab Golf Course

Date: Saturday, December 5, 2026

Time: 6 a.m. to 2 p.m. (includes set up and clean up)

Expected Attendance: 300

Applicant: Grand County Running Club

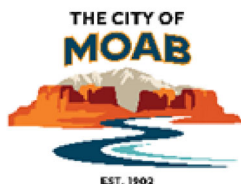
Options: Motion to approve, deny, or modify

Recommended Motion: “I move to approve a Special Event Permit for the 2026 Moab Locals 10K”

Background/Summary: The Moab Locals 10K is in its fourth year. The race has grown in popularity, and they would like to increase their registrants. The location and maps are approved and no City road closures have been requested. Event coordinators are working with the Moab PD for safety and traffic flow.

The only change to the course from last year will be finishing at Swanny Park instead of the Moab Regional Hospital lot. As this is the same day as the parade it makes Swanny Park a central zone for activities that weekend.

City of Moab Special Events
217 E Center Street
Moab, UT 84532



Email: events@moabcity.gov
Phone: 435-259-6272

SPECIAL EVENT PERMIT APPLICATION

TYPE OF ACTIVITY *check all that apply:*

☐ Film Production ☐ Parade ☐ Sporting ☒ 10K ☐ Training Event ☐ Festival
☐ Outdoors Sales ☒ Fun Run ☐ Dance ☐ Other _____

Please print or type

EVENT NAME: Moab Locals 10K

Primary Location of Event:

Swanny Park (finish line) sidewalks and roads through town

Secondary Location of Event:

Moab Golf Course (start)

Name of Organization: Grand County Running Club

Date (s) of Event: December 5, 2026

Start Date:

Start Time: 10:00 a.m.

EVENT DETAILS

Event Location 1/Day 1	Date(s): 12/5/2026	Start time:	End time:
Set-up	Date(s): 12/5/2026	Start time: 6:00 a.m.	End time: 10:00 a.m.
Clean-up	Date(s): 12/5/2026	Start time: 12:00 p.m.	End time: 2:00 p.m.
Location 2/Day 2	Date(s):	Start time:	End time:
Set-up	Date(s):	Start time:	End time:
Clean-up	Date(s):	Start time:	End time:

Is this a recurring event?

If yes, provide details

Is this an Annual Event? Yes

If yes; same date and place?

First Saturday of December

PARTICIPANTS

Number of participants expected: 300
(include total and per day)

Number of Volunteers/Event Staff:
50

☐ Open to the Public

☐ Private Group/Party

If event is open to the public, is it: ☐ Entrance Fee/Ticketed Event?

☒ Fee for Participants/
Racers/Runners Only

VENDORS/FOOD/ALCOHOL *check all that apply***Vendors/Merchants Are Vendors Merchants Selling Products or Services?** ☐ Yes ☒ No

If yes, Temporary Sales Tax Numbers may be required from State Special Event Tax Division. Please contact 801-297-6303, specialevent@utah.gov

Is Food available at the event? ☒ Yes ☐ NoIs the food *(please check all that apply)*☒ Given away ☐ Catered by restaurants/Vendors ☐ Prepared onsite

All food vendors must have a valid food permit from the Southeast Utah Health Department. A Temporary Food Establishment Permit is required for all food vendors, events are subject to Health Department inspections. Food vendors operating without a permit may be subject to closure and eviction from the event.

Events which have Food available must contact the SE Utah Health Dept., for permit & approval 435-259-5602.

Will Alcoholic Beverages be available at the event? ☐ Yes ☒ No

If yes, please see Attachment C. Additional approval may be required.

TENTS/STAGES/STRUCTURES *(include details on site map)*☒ **Tents/Pop-up Canopies** **How many Tents/Pop-up Canopies will be used for the event?** 1-3
Dimensions of Tents/Pop-up Canopies: 10x10

Events may be subject to possible site inspection by City of Moab Building Department and/or Moab Valley Fire Department.

Temporary Stage **Dimensions:**☐ **Description of Tents/Canopies/Stage, etc.:****SITE SETUP/SOUND** *check all that apply (please include details on sitemap)*

☐ Fencing/Scaffolding	(must obtain privately)
☐ Barricades	(must obtain privately)
☒ Portable Sanitary Units	(must obtain privately)
☒ Music <i>if yes, check all that apply</i>	☐ Acoustic ☒ Amplified
☒ PA/Audio System	Type/Description:
☐ Fireworks / Fire Performances / Open Flame	Requires approval from Moab Valley Fire Dept. (435) 259-5557
☐ Propane/Gas On site	Requires approval from Moab Valley Fire Dept. (435) 259-5557
☐ Trash/Recycle Bin coordination On Site	Canyonlands Solid Waste Authority (435) 259-6314

ROAD & SIDEWALK USE *please include details on site map*☐ **Will Roads & Sidewalks Be Used?** ☒ Yes* ☐ No☐ **Are you requesting Road Closures?** ☐ Yes* ☒ No

*An Encroachment Permit is required for Road Closures and Sidewalk Use. To obtain the permit, please contact Moab City Public Works Dept., 435-259-7485.

☐ Road Use and Closure*	Location: See map	
☐ Sidewalk Use	Location: See description	☐ Will stay on sidewalks and follow pedestrian laws
☐ Parade*	Location:	Number of Floats:

Permit fee is based on attendance as followed: Due upon receipt of invoice

(Other fees may apply if additional services or requested)

☐ **Level I: \$466.00 for attendance under 200/day**☒ **Level II: \$820.00 for attendance over 200/day****Total: \$**

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation of the Permit.

Ranna Bieschke

3/26/2026, updated 9/1/2026

Print Applicant's Name

Applicants Signature

Date

Moab Locals 10K Road Race

Moab Locals 10K is a 6.2 mile road running event that takes place the first Saturday of December. The event starts at the Moab Golf Course, runs out to the traffic circle, into Highlands neighborhood to Old City Park/Murphy, turns right on Murphy, left on Millcreek, left on La Sal to Millcreek Pathway, to 100 W, and up to Swanny Park to finish. See map for detail. Runners will run on right side of road, cross at Millcreek/La Sal, stay on bike path following 100 W until Swanny Park. There will be one aid station at approximately mile 3 that will have water, sports drink, First aid kit, trash can, and porta potty. The start at the golf course will have water, sports drinks, porta potties, sound system for music and announcements, and fire barrels. The finish area will have a finish chute, tables/tent with water, snacks (fresh fruit, chips, candy, etc.), sound system for music and announcements, timing equipment, porta potties, First aid kit.

Parking will be available at golf course and Swanny Park (HMK if needed).

We plan to enlist the assistance of the GC Sheriff and Moab City Police to help with traffic flow at the golf course roundabout, turn from Highlands onto Murphy Ln, turn from Murphy Ln to Mill Creek Dr, crossing Mill Creek to La Sal Rd, and crossings up 100 W. Runners will be instructed to stay on right side of road at all times, and use road shoulder, bike path, or sidewalk when available.

Runners can pick up race bibs and swag at a location TBD Friday evening and Saturday morning.

Schedule of Events

Friday, December 4

Race packet pick up, location and time TBD

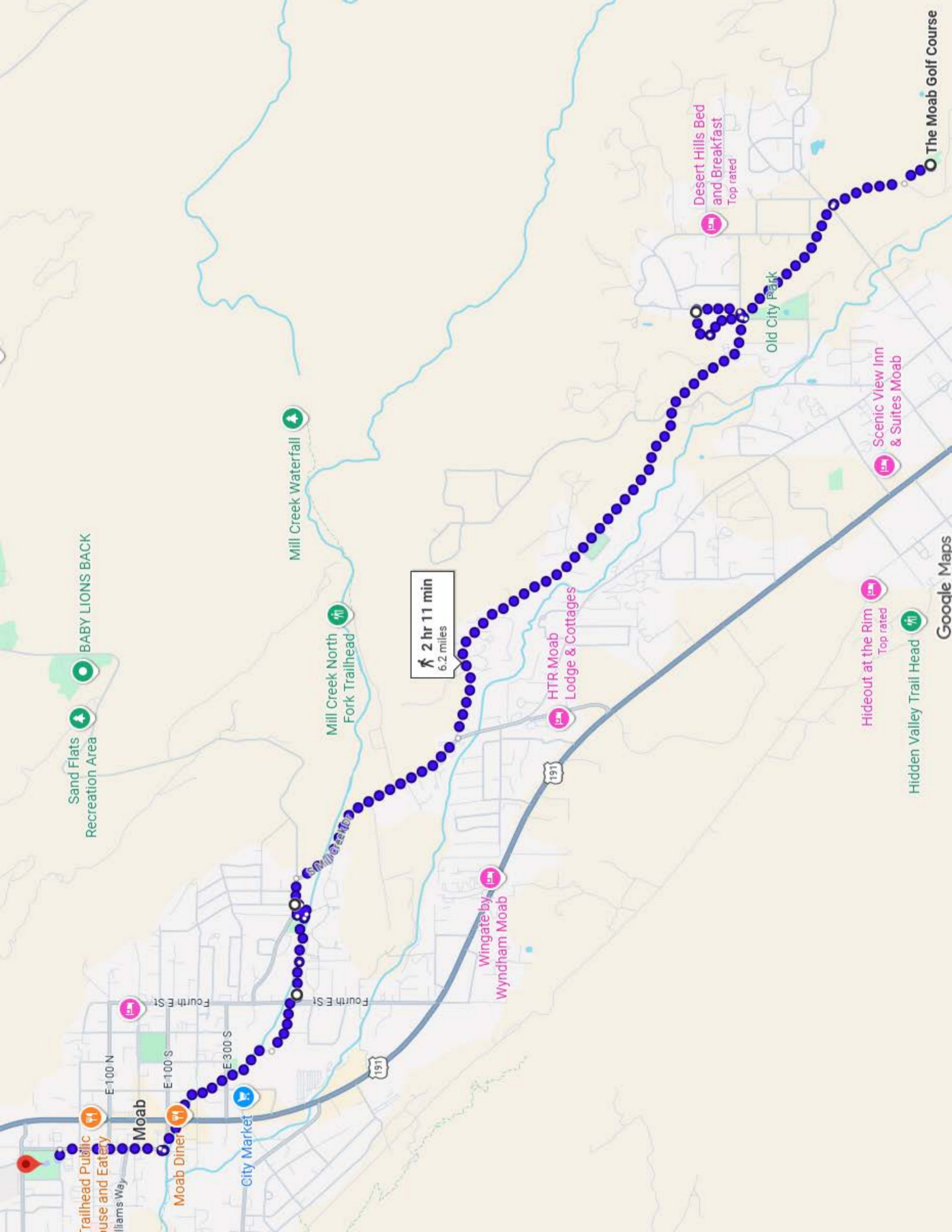
Saturday, December 5

6-9:30 AM set up start area, finish area, aid station and course markings

10-11:30 Runners on course

11:30-12:30 Awards, raffle

12:30-2 PM all areas cleanup



Sand Flats Recreation Area



BABY LIONS BACK



Moab



Moab Diner



City Market



Mill Creek Waterfall



Mill Creek North Fork Trailhead



Wingate by Wyndham Moab



HTR Moab Lodge & Cottages



Desert Hills Bed and Breakfast



Scenic View Inn & Suites Moab



Hideout at the Rim



Old City Park



The Moab Golf Course



2 hr 11 min
6.2 miles



TITLE: Consideration of a Sponsorship Agreement Between the City of Moab and FCA US LLC (Jeep)

DISPOSITION: Discussion and possible action

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

ATTACHMENT/S: City of Moab and FCA US LLC (Jeep) Sponsorship Agreement
Vehicle Use Agreement

STAFF RECOMMENDATION: Staff recommend that the City Council adopt the proposed Sponsorship Agreement.

PROPOSED MOTION: I move to adopt the recommended two-year City of Moab and FCA US LLC (Jeep) Sponsorship Agreement as presented.

SUMMARY:

This agreement directly advances the City's goals of offsetting expenses through public-private partnerships, exercising sound financial management and promoting the City of Moab as a destination. The opportunity to establish a formal partnership with Jeep provides significant benefits to both parties while creating new financial, promotional and community benefits for Moab.

The following summarizes the primary responsibilities and benefits for both parties under the proposed agreement.

City of Moab Responsibilities

The City of Moab will be responsible for the following:

1. Automotive Sponsorship Exclusivity

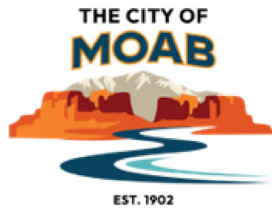
Provide Jeep with exclusive automotive sponsorship rights and prevent competing automotive brands from sponsoring or advertising at covered events.

2. Events

a) Designate Jeep as the Presenting Sponsor of four events annually and allow Jeep to identify itself as "The Official 4WD of Moab," "Official Sponsor" and "Official Partner."

b) The four annual events will include:

1. Two trail cleanup, maintenance or construction events. The City will work with community partners to fulfill this requirement.



MOAB CITY COUNCIL AGENDA

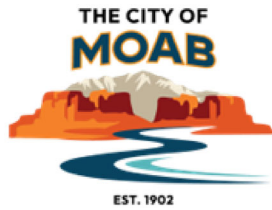
September 8, 2026

2. Two City events. One will be the Red Rock Arts Festival and the second will be selected by the City Council from a list of potential events provided by staff. The selected events are anticipated to remain the same during the two-year term but could be reconsidered if the agreement is extended.
 - c) Provide prominent Jeep signage and activation/display space at events, including best efforts to provide a 40' x 40' space in a high-traffic location with access to electricity and good media visibility.
 - d) Protect Jeep signage and sponsorship visibility and obtain necessary permits and approvals.
 - e) Administer covered events in a manner that provides Jeep with prominent visibility while limiting exposure and advertising by competing automotive brands.
2. Promotion and Branding
- a) Allow FCA to use City of Moab and event names, logos, branding and other City marks for promotional purposes.
 - b) Prominently feature Jeep in City event advertising, signage, social media, photography, video, broadcasts and livestreams.
 - c) Provide FCA with rights to use City-produced event footage and obtain necessary participant releases, permissions and third-party clearances associated with that footage.
 - d) Provide FCA photographers and videographers access to covered events and allow FCA to use resulting content for its marketing.
 - e) Send four Jeep-exclusive promotional emails to the City's marketing database.
 - f) Allow FCA to use paid media to amplify City social media posts featuring Jeep.
 - g) Promptly review FCA's proposed use of City branding. Proposed uses are deemed approved if the City does not object within 10 days.

Jeep/FCA Responsibilities and Benefits to the City

Under the agreement, Jeep/FCA will provide the following:

1. \$250,000 in direct sponsorship funding, consisting of \$125,000 per year during the two-year agreement.
2. Five Jeep/FCA vehicles for City use during the term of the agreement, subject to execution of a separate Vehicle Usage Agreement.
3. Support for at least two trail maintenance or preservation initiatives benefiting trails in the Moab area during the term.



MOAB CITY COUNCIL AGENDA

September 8, 2026

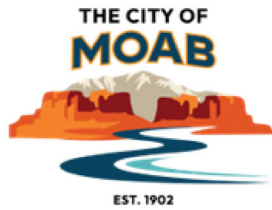
4. Sponsorship of two mutually agreed community events for Moab residents each year.
 - a) Staff proposes that the Red Rock Arts Festival be the main sponsored event for both year of the contract.
 - b) Staff will present options for the Council meeting.
5. A \$10 million media-value target during the two-year term. FCA will use commercially reasonable efforts to provide this media value through “Official 4x4” mentions of Moab in Jeep advertising. FCA will control media planning and placement.
6. At least four Jeep social media posts per year focused on Moab through Jeep’s official social media channels. The City and FCA will mutually agree on the content before publication.
7. Promotion of the City/Jeep relationship on Jeep.com. The City and FCA will mutually agree on content describing the relationship, while Jeep will determine the placement and duration of the promotion.
8. Two professionally produced promotional videos about Moab each year, for a total of four videos during the two-year agreement. Any City use of the videos will be subject to FCA authorization and applicable use restrictions.

Community and Financial Benefits

This agreement represents a significant step forward in the City’s efforts to develop meaningful public-private partnerships. Jeep has been part of the Moab community for more than 60 years and has long been closely associated with four-wheel-drive recreation in Moab. This agreement provides an opportunity for the City to work directly with the Jeep brand while creating a mechanism for Jeep to make meaningful investments in the Moab community.

Financially, the agreement provides significant direct and indirect benefits to the City. In addition to \$250,000 in direct sponsorship funding over two years, the use of five vehicles represents an estimated value to the City of approximately \$200,000 for both years. Access to these vehicles will also allow the City to surplus several vehicles currently in its fleet. Staff estimates those surplus sales could generate approximately \$50,000, which would be returned to the City’s vehicle fund and used toward future vehicle purchases.

The marketing and event support included in the agreement also represents a substantial benefit to the community. The partnership will significantly expand Moab’s marketing reach, improve the quality and professional production of the City’s marketing efforts and provide additional resources to support community events and trail maintenance and preservation initiatives. Jeep’s national marketing platform provides the City with exposure that would otherwise be difficult and costly for the City to achieve independently.



Staffing and Contract Administration

The agreement will require dedicated staff resources to ensure the City fulfills its obligations and takes full advantage of the opportunities provided by the partnership. The City Manager will serve as the City's primary contact with Jeep throughout the duration of the agreement.

I also anticipate using a portion of the sponsorship revenue to support an additional position or staff resource that will work closely with the City Manager and existing City staff to administer the partnership, particularly its marketing, communications and event-related components. Specifically, the City Manager will work with Kelley McInerney to administer the contract, manage event requirements and coordinate with Jeep. Kelley will also work with the City Manager and Communications on any social media and communications work with Jeep.

The agreement will also require coordination with community partners involved in tourism, trails and events. Kelley will help manage those partnerships and coordinate efforts between the City, Jeep and participating organizations.

As this additional duty will impact Kelley's current responsibilities, I propose adding a half-time position at the MARC that would work directly under Kelley. This position would help offset the additional workload by taking on some of her existing duties. I am excited to work with Kelley on this project and believe she will be a great asset to its success. The cost of this addition would be less than \$50,000 per year and would be paid for out of the proceeds from the Jeep Contract.

Conclusion

Overall, this agreement provides a unique opportunity to formalize a longstanding relationship between Moab and Jeep in a way that creates meaningful benefits for the community. The agreement provides significant direct financial support, reduces City expenses, expands our marketing reach and brings additional resources to community events and trail initiatives.

Staff believes the benefits of the partnership significantly outweigh the costs and responsibilities associated with administering the agreement. Staff recommends approval of the sponsorship agreement and looks forward to working with Jeep, City staff and our community partners to make the partnership successful and ensure it provides lasting value to the Moab community.

RELEVANT LAWS, STUDIES & PLANS:

From the City's Strategic Plan:

1. Foster a distinct and resilient economy



MOAB CITY COUNCIL AGENDA

September 8, 2026

2. Achieve practical, accountable and responsive governance

RESPONSIBLE DEPARTMENT:

City Administration

FINANCIAL IMPACT:

Budget Impacts are detailed in the summary of the staff report.

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the “**Agreement**”) is made as of _____, 2026 (the “**Effective Date**”) by and between the City of Moab (the “**City**”) and FCA US LLC (“**FCA**”). The City and FCA are collectively referred to herein as the “**Parties**” and at times each is individually referred to herein as a “**Party**”.

RECITALS

WHEREAS, the City is the governmental body of the City of Moab, Utah and coordinates, produces, and sanctions certain outdoor tourism and recreation, environmental preservation, and trail maintenance events, festivals and other initiatives, each, an “**Event**” and collectively, the “**Events**” (defined herein);

WHEREAS, FCA desires to acquire the right to sponsor the City by supporting certain of the City’s Events during the “**Term**” (as defined below); and

WHEREAS, the City desires to grant FCA such rights and certain benefits in connection with the Events and other the City activities as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the City and FCA hereby agree as follows:

1. **Territory**. The territory of this Agreement is worldwide (the “**Territory**”).
Term. The term of this Agreement will begin on the Effective Date and continue for two (2) years (the “**Term**”) unless earlier terminated in accordance with this Agreement.
2. **Brand**. As used herein, the term “**Brand**” will mean FCA’s Jeep ® automotive brand, or any other automobile brand manufactured by FCA.
3. **Consideration**.
 - 3.1. **Sponsorship Fee**. Provided that the City is not in breach or default of its obligations hereunder, the City will be entitled to receive a sponsorship fee in the amount of One Hundred and Twenty Five Thousand Dollars (\$125,000) (the “**Fee**”) each year of the Term as full consideration for (a) all promotional support provided by the City hereunder and (b) all rights granted to FCA hereunder. The first installment of the Fee will accrue and become payable within forty five (45) days after the Effective Date, and the second installment of the Fee will accrue and become payable within forty five (45) days after the first anniversary of the Effective Date.
 - 3.2. **Promotional Support**. FCA will be entitled to create and display “Marketing Materials” (as defined herein) in any and all media now known or hereafter devised, including on FCA’s websites and social media channels, in dealer point-of-sale materials, and public relations campaigns. FCA’s promotional support commitment is set forth on Exhibit “B”, attached hereto and incorporated herein by this reference. The “**Media Value Support Commitment**” in Exhibit “B” will mean the aggregate actual expenditures for paid media, including, broadcast, print, online, mobile and outdoor media buys whether purchased in cash or acquired by exchange or barter and gross media value delivered through all online, industrial or other media channels that are delivered other than

pursuant to a direct purchase of advertising inventory. Media value will be calculated prior to the application of any discounts or rebates received by FCA.

- 3.3. Loaned Vehicles. Subject to the City's execution of FCA's standard Vehicle Usage Agreement ("VUA"), attached hereto as Exhibit "A," the City will be entitled to use the five (5) vehicles designated in the VUA (the "**Loaned Vehicles**") during the Term of this Agreement. The City will identify opportunities to maximize exposure of the Loaned Vehicles and the Brand among Event attendees and all aspects of the City's operations. If a conflict arise between the terms of this Agreement and the VUA, including any exhibits in the VUA, the terms of this Agreement will govern such conflict.
4. Exclusivity. The City will not authorize or permit any other manufacturer, distributor, or dealer of automotive vehicles (cars, trucks, SUV's) or automotive parts or accessories (each, an "**FCA Competitor**") to be a presenting, title, official vehicle or other sponsor of the City or the Events hereunder; and will not permit any FCA Competitor to use the "**City Marks**" (as defined herein) in the Territory during the Term or provide or grant any FCA Competitor any of the Sponsor Benefits set forth herein in relation to the Events.
5. Sponsorship Benefits. FCA will be entitled to the rights and benefit ("**Sponsor Benefits**") set forth in Exhibit "B" attached hereto and incorporated herein by this reference in accordance with the following:
 - 5.1. The City Marks. The City hereby grants FCA the right and license to use, publish, reproduce, transmit, license, exhibit, perform, broadcast, telecast, display, edit, disseminate and distribute the "City Marks" to promote the Brand in the Territory during the Term. As used herein, the term "**City Marks**" will mean the City's name and the name of each Event along with the trademarks, service marks, tradenames, nickname(s), trade dress, logos, mascot, name(s), symbols, emblems, designs, colors, catch phrases, slogans and/or other designations of, for or relating to the City or the Events, now known or hereafter developed by or on behalf of the City during the Term of this Agreement.
 - 5.2. Designations. During each year of the Term, the City will: (i) feature the Brand as the "Presenting Sponsor" for the four (4) Events described on Exhibit "B".

The City hereby grants FCA the right and license to refer to itself as "The Official 4WD of Moab", "Official Sponsor" of the City or any of the Events, "Official Partner" of the City, and any other mutually-agreed upon official designation (collectively, the "**Designations**").

- 5.3. Marketing Materials. Approved advertising, marketing and promotional materials created or prepared by FCA or on FCA's behalf that incorporate the City Marks or the Designations are referred to herein as "**Marketing Materials**". The Moab City Manager, (the "**City Manager**"), retains on behalf of the City the right to pre-approve in writing (email accepted) the appearance of the City Marks and Designations in the Marketing Materials, such approval not to be unreasonably withheld or delayed and such approval will be deemed granted unless the City specifically disapproves the proposed use within ten (10) days (or such shorter time as exigencies may require) after it has been submitted by FCA. In the event the City Manager disapproves all or part of FCA's proposed use, the City Manager will provide the reason for such disapproval and/or objection and provide suggestions and/or corrections required to be made in order to obtain approval of the

materials submitted. All the City Marks remain the property of the City. Any and all goodwill arising under trademark law from FCA's use of the City Marks will inure to the benefit of the City. For purposes of clarification and the removal of doubt, the rights granted herein are in addition to, and this Agreement will in no way limit, the rights that FCA may now or hereafter enjoy as a member of the general public if this Agreement were not in effect. The City acknowledges that after the Term the Marketing Materials may remain on public display online by third parties, and that such display will not constitute a breach of this Agreement, and FCA will have no obligation to take down or request the take down of historical posts on social media or other online timelines or YouTube after the end of the Term.

- 5.4. The City Social Media Posts and City Footage. If the City elects to produce and publish photographs or film footage of the Events ("**City Footage**"), the City will integrate FCA vehicles and signage and/or other Jeep-branded product or service (each, an "**FCA Product**") into the City Footage (including an Footage posted on social media ["**Social Posts**"]) in a way that is recognizable and identifiable and agrees that (1) it will not present or portray FCA, the Brand, any FCA Product or any FCA officers, directors, employees, or representatives, in the City Footage in a manner that a reasonable person would view as derogatory or disparaging, (2) it will not depict any FCA vehicle or FCA Product as if it does not function properly, and (3) no logo or product of any FCA Competitor will appear or otherwise be included in the City Footage without FCA's prior written approval (all of the foregoing collectively referred to herein as the "**Specifications**"). The City will feature prominently FCA, the Brand, and FCA Products in all broadcast and live stream coverage of the Events in a mutually agreed upon manner (the "**Broadcast Integration**") in accordance with the Specifications. The City will acquire from all persons who appear in the City Footage (collectively, the "**Talent**") all rights necessary to use the City Footage, including, the right for FCA (without paying any additional compensation, costs or expenses) to use the City Footage in exercising its "Co-Promotional Rights" set forth below. The City's clearance obligations will also include, without limitation, obtaining any and all licenses, consents, or releases necessary in connection with any locations, artwork, photos, clips, footage, music and/or any other third-party materials appearing and/or used in the City Footage. The City hereby irrevocably grants FCA the right, but not the obligation, to exhibit, distribute, market, display, project, transmit, broadcast, publicly display, publicly perform, link to and otherwise use the City Footage (which, for purposes of clarification and the removal of doubt, include the title of the Event along with the City Marks and the names and likenesses of the Talent in connection with such the City Footage) in Marketing Materials in any and all media, now known or hereafter devised, including in any and all non-broadcast industrial channels and online, mobile and other digital media channels, in the Territory during the Term.
- 5.5. Signage. The City will provide FCA with prominent placement on-site signage at the Events featuring the Brand ("**Signage**"). The City will not authorize or permit any FCA Competitor to display any form of advertising in or on the premises of the Event. The City will issue or obtain and maintain all necessary federal, state and local permits, licenses and approvals for the installation and display of the Signage. The City will not authorize or permit any third party to obscure, cover up or alter the Signage, but will not be considered in breach of this obligation if a third party obscures, covers up, or alters the Signage without the City's approval, provided that the City takes action to restore the Signage to its original condition as soon as practicable. Without limiting the generality of the foregoing, the City will not authorize or permit any Signage described

herein to be covered, removed, digitally replaced or obscured or otherwise obstructed at any time by any media entity entitled to telecast or broadcast in connection with the Events.

- 5.6. The City Marketing Materials. The City will provide FCA with prominent placement of the Brand logo in all marketing and promotional assets created for all Events and other Sponsor Benefits (the “**City Marketing Materials**”) including banners, posters, flyers, brochures, tickets, passes, credentials, free standing inserts, emails, newsletters, text messages, press releases, public relations materials, websites, merchandise, digital advertising, and other activations.
- 5.7. Whitelisting. The City will grant FCA permission to use paid media promotion to amplify the Social Posts (“**Paid Amplification**”) and comply with the requirements of the applicable social media platform in order for FCA to effectuate Paid Amplification.
- 5.8. Photographer Access. FCA will have the right to film or photograph the Events, and the City will provide FCA with any required photographer or videographer credentials for each Event. All photographs or videos captured by FCA may be used by FCA to promote FCA, the FCA products and services, and FCA’s association with the City and the Events. The City agrees that it will include release language approved by FCA on the credentials that all spectators must have in order to attend the Events.
- 5.9. Dedicated Email Communications. The City will send four (4) mutually-acceptable email communication to its email marketing database to promote FCA and the Brand, featuring the Marketing Materials and other promotional copy provided by FCA (the “**Dedicated Emails**”). FCA will be the only brand or sponsor featured in the Dedicated Emails. The City will send the Dedicated Emails on dates and at times mutually agreed upon by the Parties. The Parties currently contemplate that the City will send one (1) Dedicated Email per calendar quarter during the Term. The Dedicated Emails, Social Posts, the City Marks, Designations, the City Footage, the City Marketing Materials, and any other content or materials created by or on behalf of the City in connection with this Agreement is collectively referred to herein as, the “**City Materials**.”
- 5.10. On-Site Activations. FCA will have the right to conduct on-site activations during each Event (the “**On-Site Activations**”), which may include, but are not limited to, vehicle displays, vehicle demonstrations, vehicle showcases, and other activations. The City will provide FCA with a mutually agreed upon footprint at each Event in a high-traffic area to conduct the On-Site Activations. The City will use best efforts to provide FCA with a 40’ x 40’ footprint at each Event (the “**Activation Footprint**”) and the City will ensure that FCA has access to working electrical outlets at the Activation Footprint. The City will use best efforts to position the On-Site Activations in a manner that maximizes organic exposure for FCA on the Event broadcast, livestream, and any photos. FCA will have the right to distribute Marketing Materials, promotional materials, branded merchandise, and other collateral during the Event.
6. FCA Marks. As used herein, the term “**FCA Marks**” will mean FCA’s logo, the logo of each vehicle and FCA Product and all other trademarks, service marks, trade names, logos or other intellectual property provided to the City by FCA for use hereunder, which are attached as Exhibit “C” and incorporated herein by this reference. FCA hereby grants the City a non-exclusive license to use the FCA Marks in accordance with the Specifications to the extent necessary to deliver the Sponsor Benefits. FCA retains the right to pre-approve the City’s use of the FCA Marks, such approval not to

be unreasonably withheld or delayed. The FCA Marks remain the property of FCA. Any and all goodwill arising out of the City's use of the FCA Marks will inure to the exclusive benefit of FCA. FCA may elect at any time during the Term to remove the FCA Marks from the Sponsor Benefits for any reason by providing the City with written notice of its decision, and the City will implement FCA's decision promptly following its receipt of such written notice.

7. Representations and Warranties.

7.1. By the City. The City hereby represents and warrants that:

7.1.1. It has the power and authority to execute, deliver and fully perform its obligations under this Agreement and the sole and exclusive authority to grant the rights being granted to FCA hereunder, and it has not and will not grant any rights inconsistent with the rights granted to FCA hereunder;

7.1.2. It is under no contractual or other legal obligation which may in any way interfere with its full, prompt, and complete performance hereunder;

7.1.3. The exercise by FCA of the rights granted to it hereunder, and specifically, the use of the City Materials as permitted herein, will not violate or infringe upon the rights of any third party;

7.1.4. The City will issue or obtain and maintain all necessary federal, state and local permits, licenses and approvals for the Events;

7.1.5. The City will implement adequate security and crowd control measures at the Events to provide a safe environment for Event participants, vendors, staff, and attendees; and

7.1.6. The City will perform its obligations hereunder in accordance with all applicable laws, rules and regulations.

7.2. By FCA.

7.2.1. It has the power and authority to execute, deliver and fully perform its obligations under this Agreement;

7.2.2. The City's use of the FCA Marks in accordance with the terms hereof will not violate or infringe upon the rights of any third party;

7.2.3. The Marketing Materials (excluding any the City Materials that appear therein, as to which FCA makes no representation or warranty) will not violate or infringe upon the rights of any third party; and

7.2.4. FCA will perform its obligations hereunder in accordance with all applicable laws, rules and regulations.

8. Responsibility for Claims; Insurance; Survival.

8.1. Responsibility for Claims. Each Party will be responsible for third party claims, losses, damages, liabilities, costs, and expenses to the extent arising from that Party's own negligence, willful misconduct, breach, or allegation that if true, would constitute a breach of this Agreement, or violation of applicable law, subject always to applicable law, including the Governmental Immunity Act of Utah. Nothing in this Agreement requires the City to indemnify, defend, or hold harmless FCA or any other person or entity, and no provision will be construed as a waiver of any governmental immunity, limitation of liability, or other protection available to the City under applicable law.

8.2. Insurance. Both Parties will obtain and maintain in full force and effect insurance of a type and amount sufficient to fund their respective obligations hereunder. Such policies must be obtained from a nationally recognized insurance carrier, and each Party must be supplied with a certificate or certificates evidencing the required coverage if the other Party so requests.

8.3. Survival. The Parties' representations, warranties, responsibilities for claims, and insurance obligations hereunder will survive the expiration or earlier termination of this Agreement.

9. Ambush Marketing. The City will protect the sponsorship rights granted to FCA hereunder from all forms of so-called "Ambush Marketing". As used herein, the term "**Ambush Marketing**" refers to any attempt by another person or entity, without FCA's or the City's consent, to associate itself or its products or services with the City or the Events in conflict with FCA's rights hereunder, or to directly or indirectly suggest that such product or service is endorsed by or otherwise associated with the City or the Events in conflict with FCA's rights hereunder. Ambush Marketing will include, but not be limited to, the unauthorized use of the City Marks; the unauthorized use of tickets for the Events in consumer prize giveaways, contests, sweepstakes or other promotions; and the creation of any advertising that incorporates a theme or image that would lead a reasonable person to believe the non-sponsor advertiser is in some way associated with or has been endorsed by the City.

10. Default.

10.1. The City will be deemed to be in "**Default**" hereunder if (i) it fails refuses, or neglects to perform any of its covenants, agreements or obligations hereunder at the times and in the manner specified, and in connection with the first such failure (if curable), such failure has not been completely cured within thirty (30) days after the City receives written notice thereof (reducible to ten [10] days in circumstances of exigency); or (ii) if the City or any official commits any act that brings the City into public disrepute or scandal or that shocks, insults or offends a substantial portion of the community.

10.2. FCA will be in Default hereunder if, without legal justification or excuse, FCA fails to timely make any of the Fee payments and has not completely cured such non-payment within thirty (30) days after FCA receives written notice from the City of such non-payment.

11. Termination. Upon a Default as defined in Section 10 hereof, the non-Defaulting Party may at its option elect to terminate this Agreement by written notice.

12. Assignability. Neither Party may assign or transfer any obligation, right, or interest in this Agreement (whether by assignment or novation) without providing thirty (30) days' prior written notice of the assignment to the other Party.
13. Binding Effect. Subject to Section 12, this Agreement will be binding upon the Parties and their respective permitted successors and assigns; provided, however, that each Party may assign this Agreement without the other Party's prior approval to any person, firm or corporation succeeding to all or substantially all of such Party's assets or into which such Party is merged or consolidated, provided that any such assignee assumes all of the assigning Party's obligations hereunder in writing for the express benefit of the non-assigning Party, and in connection with any such assignment by the City, the City's assignee must (1) continue to own and operate the Events covered by this Agreement, (2) be able to faithfully honor and expressly assume all of the the City's representations, warranties, covenants and obligations hereunder.
14. Applicable Law and Venue. The provisions of this Agreement will be governed by and construed in accordance with the laws of the State of Utah. All actions, including court proceedings, administrative proceedings, non-binding arbitration, and mediation proceedings, will be commenced, maintained, adjudicated, and resolved in the Seventh Judicial District Court for the State of Utah in Grand County.
15. Notices. All notices, demands, or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given or made when (i) delivered personally to the recipient, (ii) emailed to the recipient (with hard copy sent to the recipient by reputable overnight courier service (charges prepaid) that same day), and otherwise on the next business day, (iii) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (iv) five (5) business days after it is mailed to the recipient. Such notices, demands, and other communications will be sent to the address for such recipient indicated below or to such other address or to the attention of such other person as the recipient Party has specified by prior written notice to the sending Party:

To FCA:

FCA US LLC
1000 Chrysler Drive
CIMS 485-13-32
Auburn Hills, Michigan 48326
Attn: VP Assistant General Counsel, Stellantis
American Brands, North American Marketing
and Retail Strategy
Email: amanda.conti-duhaime@stellantis.com

To the City:

CITY OF MOAB
217 E. Center Street
Moab, UT 84532
Attn: Michael Black, City Manager
Email: mblack@moabcity.gov

16. Public Records. City is a governmental entity that is subject to Utah's Government and Records Access and Management Act, Utah Code §§ 63G-2-101 to 901 (the "**Act**"). Any documents produced or collected under this Agreement may be subject to public access under the Act. If FCA believes that a document should be protected under Utah Code §§ 63G-2-305(1) or (2), including trade secrets, FCA must provide a written claim of business confidentiality to City that complies with Utah Code § 63G-

2-309(1). FCA agrees to cooperate with and to supply any requested records to City with any public records request the City may receive in accordance with applicable law. To the extent allowed under applicable law, the foregoing will not be deemed to prohibit any disclosures made for the Parties' internal purposes, to their outside attorneys or accountants, to specifically involved employees of their respective advertising and promotional agencies on a confidential, need-to-know basis, and/or to any disclosures which may be required by any applicable law, rule or regulation, or by order or decree by any court of competent jurisdiction. This Section will survive the expiration or earlier termination of this Agreement.

17. General.

- 17.1. Invalidity/Illegality. Nothing contained in this Agreement will be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any material statute, law, ordinance, order or regulation the latter will prevail, but in such event any provision of this Agreement so affected will be curtailed and limited only to the extent necessary to bring it within the legal requirements, and the remainder of this Agreement will be effective as though such affected provision had not been contained herein.
- 17.2. Waiver. A waiver by either Party of any of the terms or conditions of this Agreement or of any breach or default of the other Party will not be deemed or construed to be a waiver of the right to enforce such terms or conditions thereafter or a waiver of any subsequent breach or default thereof.
- 17.3. Remedies. All remedies, rights, undertakings, obligations and agreements will be cumulative and will not be in limitation of any other remedy, right, undertaking, obligation or agreement of either Party. It is mutually agreed that the sponsorship rights described herein are special, unique, and extraordinary in nature and have a particular value to FCA, the loss of which cannot be reasonably or adequately compensated in damages in an action at law. In the case of any breach of this Agreement by the City, FCA will be entitled, in addition to any other remedies available to it, to obtain equitable relief by way of temporary and permanent injunction to protect such rights. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. FOR PURPOSES OF CLARIFICATION AND THE REMOVAL OF DOUBT, THE FOREGOING LIMITATION WILL NOT APPLY TO THE PARTIES' RESPECTIVE RESPONSIBILITIES FOR THIRD PARTY CLAIMS UNDER SECTION 8.1.
- 17.4. Relationship of the Parties. Nothing herein contained will be deemed to constitute either the City or FCA as a joint venturer or partner or agent of the other. Neither the City nor FCA will hold itself out contrary to the terms of this Agreement and neither Party will become liable for or be bound by any representation, act or omission of the other contrary to the provisions hereof.

- 17.5. Captions: The headings of the Sections and subsections hereof are for convenience only and will not be deemed to limit or in any way affect the scope, meaning or intent of this Agreement or any portion hereof.
- 17.6. Counterparts: The Agreement may be executed by electronic signature or facsimile and in one or more counterparts, each of which be deemed an original, but all of which together constitute one and the same instrument. Delivery of a copy of this Agreement by electronic mail in “portable document format” (“pdf”) form or by any other electronic means that preserves the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.
- 17.7. Entire Agreement: Upon execution, this Agreement, including Exhibit “A,” Exhibit “B,” and Exhibit “C” attached hereto and incorporated herein by reference, supersedes all prior negotiations, understandings and agreements between the Parties hereto with respect to the subject matter hereof, and constitutes the complete agreement between the Parties with respect to the subject matter hereof, and both Parties acknowledge and agree that neither Party has relied on any representations or promises in connection with this Agreement not contained herein. This Agreement cannot be modified or amended in any way except by a written instrument signed by both Parties.
- 17.8. Government Immunity. The City is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7 of Utah Code Ann., as amended). The City does not waive any procedural or substantive defense or benefit provided by the Governmental Immunity Act or comparable legislative enactment, including the provisions of Utah Code§ 63G-7-604 regarding the limitation of judgments. Any indemnity and insurance obligations incurred by the City under this Agreement are expressly limited to the amounts identified in the Act.
- 17.9. No Third-Party Beneficiaries. The execution, performance, and delivery of this Agreement will not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or party other than the City and FCA.
- 17.10. Further Assurances. The Parties will execute and deliver all other appropriate supplemental or corrective agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.
- 17.11. Successor Legislation. Any statute referred to in this Agreement will be deemed to include that statute as amended, restated, and/or replaced from time to time, and any successor legislation to the same general intent and effect from the date that such successor legislation goes into effect.
- 17.12. Incorporation of Recitals and Exhibits: The recitals and exhibits set forth in this Agreement are incorporated as part of this Agreement as if fully set forth herein.
- 17.13. Interpretation. In this Agreement, unless the context otherwise requires:
- 17.13.1. The captions and section headings used in this Agreement are for descriptive purposes only and do not limit, define, or enlarge the terms of this Agreement.

17.13.2. Use of the singular, plural, or a gender will include the other, and the use of the words “include” and “including” will be construed to mean “without limitation” or “but not be limited to.”

17.13.3. The word “may” is permissive; the words “will not” are prohibitive; and the word “will” is mandatory or required; and

17.13.4. The present tense includes the future tense, unless otherwise specified.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their authorized representatives as of the Effective Date.

FCA US LLC

By: _____

Name:

Its:

CITY OF MOAB

By: _____

Name: Joette Langianese

Its: Mayor

ATTEST:

Sommar Johnson, City Recorder

EXHIBIT “A”

[include VUA Agreement here]

End of Exhibit “A”

DRAFT

EXHIBIT “B”

During the Term, Jeep will provide the following promotion support:

1. Minimum of (2) trail maintenance/preservation initiatives for City area trails.
2. Sponsorships of (2) mutually agreed upon community events for City residents annually, which shall include the following specific events:
 - a. Red Rock Arts Festival
 - b. TBD
3. **Media Value Support Commitment:** FCA will use commercially reasonable efforts to deliver a Media Value Support Commitment of \$10,000,000 (Ten Million dollars) during the Term for the city of Moab via “Official 4x4” mentions in JEEP® brand advertising. All measured and paid media will be planned and placed by FCA, as determined by FCA in its sole discretion.
4. **JEEP® Social Media Posts:** FCA will publish a minimum of (4) mutually social media posts annually focused on the city of Moab on JEEP® official Social Media Channels, which the City and FCA will agree upon via email or other written communication prior to their publication by FCA.
5. **Website Promotion:** FCA will include information about the relationship between FCA and the City on Jeep.com in accordance with this Agreement. FCA and the City will agree upon via email or other written communication regarding the content of any information that describes the City’s relationship with Jeep, but Jeep will have sole discretion to determine the placement and duration of any website promotion involving such information. The City will not unreasonably withhold, condition, or delay its approval of any information that accurately describes the relationship between FCA and the City in accordance with this Agreement.
6. **Videos:** FCA will create a minimum of (2) professionally produced videos promoting the City per year (the “**Promo Videos**”), for a total of four (4) Promo Videos during the Term. If the City is authorized to use the Promo Videos, the City will only use the Promo Videos in the media and during the term communicated by FCA to the City in writing.

End of Exhibit “B”

EXHIBIT “C”

Jeep[®]

Jeep[®]
THERE'S ONLY ONE
DRAFT

****End of Exhibit “C”****

DRAFT

VEHICLE USAGE AGREEMENT

FCA US LLC, on behalf of itself and its affiliates (“**FCA**”), authorizes the person or entity that signs this Agreement (“**Vehicle Custodian**”) to use vehicle(s) owned by FCA that are identified on Exhibit 1 to this Agreement (the “**Vehicle(s)**”) on the terms set forth in this Agreement and on the terms set forth in the Sponsorship Agreement between FCA and Vehicle Custodian dated as of [REDACTED], 2026 (“**Sponsorship Agreement**”), which FCA and Vehicle Custodian are executing concurrently with this Agreement. In consideration of being permitted to use or permit third-party “Drivers” (as defined herein) to use the Vehicle(s), and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Vehicle Custodian, intending to be legally bound, voluntarily and knowingly for itself, its agents, representatives, employees, heirs, beneficiaries, successors and assigns, agrees as follows:

1. **Delivery and Use of the Vehicle(s).** Vehicle Custodian will take possession of the Vehicle(s) at the place, date and time designated by FCA. The usage period for each Vehicle begins when Vehicle Custodian takes possession of the Vehicle and ends when the Vehicle is returned to FCA in accordance with this Agreement.
2. **Use of Vehicles; Drivers of the Vehicle(s).** Vehicle Custodian agrees, represents and warrants to FCA the following:
 - (a) All drivers of the Vehicle(s) (“**Drivers**”) will have a then-current, unrestricted driver’s license due to traffic violations and be in good standing with the state of issuance. Vehicle Custodian will also affirmatively ask to see each driver’s license to confirm that it bears the name of the driver and that the license shows a date which indicates that it has not expired.
 - (b) All Drivers will be at least 18 years of age or older.
 - (c) The Vehicle(s) will not be taken outside of the United States or Canada.
 - (d) All occupants of the Vehicle(s) will properly utilize all vehicle/occupant restraint systems, at all times, including use of child protective restraints/seats (which are not provided by FCA).
 - (e) The Vehicle(s) will at all times be operated in accordance with all applicable federal, state and municipal laws, regulations and ordinances, including use of cell phones, and will not be operated in a careless or reckless manner.
 - (f) The Vehicle(s) will not be operated by any Driver under the influence of alcohol, illegal or legal substances or drugs, illness or any other intoxicants or condition which could adversely impair the driver’s judgment or ability to safely operate the Vehicle.
 - (g) The Vehicle(s) will not be: (1) used for hire or to transport people or property; (2) subleased; (3) used for towing or plowing; and (4) used in any competitive manner, on or off track.
 - (h) Prior to allowing any Driver to drive a Vehicle, the Vehicle Custodian will assure that within the immediate past 24 months each such driver has not: (1) been convicted of driving while intoxicated or under the influence (DUI/DWI); (2) had more than 1 at-fault accident; (3) been convicted of driving carelessly or recklessly, hit and run, road rage or vehicular

homicide; or (4) had more than 2 moving violations or more than 2 points (if applicable) on his or her driver's license.

- (i) The Driver and Vehicle Custodian will cooperate in completing necessary automobile insurance paperwork, if any, within 24 hours of an accident, theft or property damage incident.
- (j) Other than and except for any pre-production and/or engineering Vehicles provided hereunder, which are not covered by any warranties, FCA agrees that the Vehicles will be subject to the terms and conditions of the express limited manufacturer's warranty set forth in the applicable Vehicle's owner's manual.
- (k) The Vehicle Custodian will ensure that each Driver has duly and effectively executed Exhibits 2 and 3 hereto, prior driving any Vehicle.
- (l) The Vehicle Custodian has read, understood and agrees to the collection, use and disclosure of Covered Data (defined in Exhibit 2) as set forth in Exhibit 2, and will at all times comply with all applicable privacy, data security and other laws, rules and regulations with respect to its access to, and collection, use or disclosure of any Covered Data.

3. **Vehicle Title and Registration.** The certificate of title and the registration of the Vehicle(s) (if any) will be in the name of FCA. The Vehicle(s) will at all times be the sole property of FCA. Vehicle Custodian will not allow, and will promptly cause to have removed at its own expense, any lien or encumbrance on the Vehicle(s) which has been placed on the Vehicle(s) with Vehicle Custodian's consent. The Vehicle(s) will be delivered to Vehicle Custodian free of liens and encumbrances.

4. **Condition and Maintenance of the Vehicle(s).** Vehicle Custodian accepts the Vehicle(s) "AS IS" and, except as provided herein, FCA makes no warranties, express, implied or apparent regarding the Vehicle(s) (including, without limitation, any representations as to the quality, fitness, and/or safety of such Vehicles). Without limiting the generality of the foregoing, Except with respect to any pre-production and/or engineering Vehicles provided hereunder, Vehicle Custodian, at its expense, will keep the Vehicle(s) clean, properly maintained and in good working condition and repair. Except with respect to any pre-production and/or engineering Vehicles provided hereunder, Vehicle Custodian will also be responsible for bringing the Vehicle(s) to authorized FCA dealers for routine maintenance as outlined in the service and maintenance instructions in the Owner's Manual, which such routine maintenance costs will be FCA's sole responsibility. Vehicle Custodian will not remove or alter equipment or parts affixed to the Vehicles, and Vehicle Custodian will not add any parts, equipment, decals or signs to the Vehicles without the prior written consent of FCA (any such approved changes referred to as "**Approved Modifications**"). All legally protectable elements of any Approved Modifications that affect the performance, design or appearance of any Product will be deemed a work-for-hire for FCA, and to the extent such Approved Modifications do not qualify for work-for-hire status, Producer hereby grants, transfers, sells and assigns all right, title and interest in and to such Approved Modifications to FCA. Vehicle Custodian will return each Vehicle at its own cost and expense to FCA in Auburn Hills, MI or to a different return location designated by FCA on or before the return date shown on Exhibit 1, either: (a) in the same mechanical and physical condition as when it was received, excepting only minor wear and tear, or (b) in a different condition if such different condition is (i) caused by the use of the Vehicles contemplated in the Project or (ii) approved by FCA in writing ("**Permitted Damage**"). Vehicle Custodian will not and will not scrap, salvage or otherwise dispose of the Vehicles in any manner without the prior

written consent of FCA's Office of General Counsel. FCA may terminate Vehicle Custodian's possession of the Vehicle(s) at any time, for any reason, upon written notice to Vehicle Custodian, in which event Vehicle Custodian will deliver the Vehicle(s) to the return location specified in Exhibit 1 or as otherwise designated by FCA as soon as possible, but no later than 2 business days following receipt of FCA's notice. If FCA reasonably determines that Vehicle Custodian did not return any Vehicle in good working order or in the required condition, Vehicle Custodian will, upon FCA's request, pay for the necessary repairs and all incidental expenses.

5. **Accidents, Damage or Theft.** In the event of an accident, damage or theft involving any Vehicle (an "Incident"), Vehicle Custodian will: (a) notify the appropriate governmental authority; (b) complete the Vehicle Accident Report provided in the glove box of the Vehicle and within 24 hours of an Incident and fax it to the FCA contact identified in Exhibit 1 to this Agreement; and (c) secure the Vehicle from further damage. The Vehicle Custodian must promptly make available to the FCA contact all documents and other information relating to the Incident.

6. **Fines and Penalties.** Vehicle Custodian will be responsible for payment of any fines, penalties, citations, parking tickets, towing or impoundment charges or taxes incurred for any Vehicle while the Vehicle is in the custody, care or use of Vehicle Custodian.

7. **Odometer Disclosure.** Federal law requires that Vehicle Custodian disclose to FCA the mileage of each Vehicle prior to any transfer of possession, except with respect to any pre-production and/or engineering Vehicles provided hereunder, and with certain other exceptions. If and as applicable for other Vehicles provided hereunder, the "mileage in" and "mileage out" numbers must be recorded in the appropriate section of the attached Exhibit 1. If disclosure is legally required, then failure to complete such disclosure or making a false statement may result in fines or imprisonment, or both. Vehicle Custodian acknowledges its understanding of this requirement, and agrees to execute an Odometer Disclosure Statement if and to the extent FCA so requests.

8. **Insurance.** Vehicle Custodian agrees to maintain at all times, and at its sole cost and expense, the following insurance:

- a. Commercial Automobile Liability insurance for all of the Vehicle Custodian-owned, hired and non-owned vehicles for bodily injury, including death, property damage and contractual liability for limits not less than \$1,000,000 combined single limit. Policy will also include medical payments, personal injury protection (where applicable), uninsured motorist and underinsured motorist and sudden and accidental pollution, including cost of clean-up.
- b. All above policies will be written with insurers that maintain a Best Rating of not less than A- (minus): VII. Vehicle Custodian will provide to FCA certificates of insurance prior to taking possession of the Vehicle(s) and then annually within 10 days of each renewal. Certificates of insurance will provide that the above policies will not be cancelled without written notice to FCA according to policy provisions. Vehicle Custodian acknowledges and agrees that the limits, policy requirements or coverages as described under this section will not be adequate to cover all exposures or losses, nor should they be considered a limitation or maximum liability regarding Vehicle Custodian's indemnity obligations as set forth in this Agreement. Vehicle Custodian will be financially responsible for all applicable premiums and deductibles, retentions, self-insurance, co-insurance, uninsured, immunity

or excess amounts. Vehicle Custodian, and its insurers agree to waive subrogation or right of recovery against FCA Indemnified Party (defined below).

- c. Failure to comply with these insurance requirements will not relieve Vehicle Custodian of any liability or obligation assumed under this Agreement. FCA's action or inaction with respect to Vehicle Custodian's insurance coverages will not act as a waiver of any of FCA's rights under this Agreement.
- d. Minimum limits required under (a), (c) and (d) above can be satisfied through any combination of self-insurance plus excess liability or the purchase of primary and umbrella liability policies, as long as total limits provided are not less than stated limits required.

9. **Term and Termination.** The term of this Agreement commences upon the date FCA and Vehicle Custodian execute this Agreement and the Sponsorship Agreement. This Agreement will continue in effect as long as the Sponsorship Agreement remains in effect and will terminate on the date the Sponsorship Agreement terminates. The parties' rights and obligations under Sections 4, 5, 6, 7, and 8 of this Agreement survive the expiration or earlier termination of this Agreement or the Sponsorship Agreement.

10. **Sponsorship Agreement Provisions.** Sections 8, 10, 11, 12, 13, 14, 15, 16, and 17 of the Sponsorship Agreement will apply to this Agreement.

CITY OF MOAB

By: _____
Name: Joette Langianese
Its: Mayor

ATTEST:

Sommar Johnson, City Recorder

FCA US LLC

By: _____
Name:

Its:

Exhibit 1
DESCRIPTION OF FCA VEHICLES

VEHICLE:

YEAR & MAKE: _____ MODEL: _____

VIN: _____

DATE & TIME TO BE RETURNED: _____ AM/PM MILEAGE IN: _____

DATE & TIME LOANED: _____ AM/PM MILEAGE OUT: _____

LICENSE PLATE NO. & STATE: _____

LOCATION DELIVERED TO CUSTODIAN: _____

LOCATION TO BE RETURNED TO FCA: _____

FCA CONTACT: _____

Exhibit 2 to the Vehicle Usage Agreement

**Executed by _____ ("Vehicle Custodian") Dated _____, 2026 (the "VUA") FCA
US LLC Vehicle Usage Driver Acknowledgment**

In consideration of being permitted to temporarily use and operate the FCA US LLC vehicle(s) as defined in the above-referenced VUA, and identified as Make ____, Model ____ with VIN(s) _____ (the "**Vehicle(s)**") and for such other good and valuable consideration, I/we, the undersigned Vehicle Driver(s) ("**Vehicle Driver(s)**") acknowledge, agree, represent and warrant to FCA US LLC ("**FCA**") that:

1. I/we am/are at least 18 years of age and have a current, unrestricted driver's license(s) and am/are a driver in good standing with the state(s) of _____, which issued my/our license(s). I/we will not drive or take the Vehicle(s) outside of the United States or Canada.
2. All occupants of the Vehicle(s) will properly utilize all vehicle/occupant restraint systems, at all times during the operation of the Vehicle(s), including use of child protective restraints/seats (which are not provided by FCA).
3. I/we will operate the Vehicle(s) at all times in accordance with all applicable federal, state and municipal laws, regulations and ordinances, including use or non-use of cell phones, and will not operate the Vehicle(s) in a careless or reckless manner. I/we will not operate the Vehicle(s) while under the influence of alcohol, illegal or legal substances or drugs, illness or any other intoxicants or condition which could adversely impair my/our judgment or ability to safely operate the Vehicle(s).
4. I/we will not use a hand-held cell phone or engage in text messaging while driving the Vehicle(s); rather, I/we will only engage in hands-free cellular communications.
5. I/we will not permit any pets or animals in the Vehicle(s) at any time.
6. I/we will not use the Vehicle(s) for hire: (1) to transport people or property; (2) to be subleased; (3) for towing or plowing; or (4) in any competitive manner, on or off track.
7. Within the immediate past 24 months I/we have not: (1) been convicted of driving while intoxicated or under the influence (DUI/DWI); (2) had more than 1 at-fault accident; (3) been convicted of driving carelessly or recklessly, hit and run, road rage or vehicular homicide; or (4) had more than 2 moving violations on my/our driver's license(s).
8. I/we will not allow the Vehicle(s) to be driven by any individual other than a Vehicle Driver.
9. I/we am/are and will be responsible for any parking tickets, traffic violations or other costs associated with the operation of the Vehicle(s) while it is in my/our possession. In the event of an accident, damage or theft of the Vehicle(s), I/we will immediately notify the proper governmental authorities and, within 24 hours, complete the Vehicle Accident Report if it is provided in the glove box of the Vehicle(s). I/we will also, within 24 hours of the incident, contact the FCA contact identified in Exhibit 1 to the VUA within 24 hours to initiate the insurance claims process and secure the Vehicle from further damage.



10. I/we will return the Vehicle(s) to the Vehicle Custodian or FCA no later than the TBD day of TBD, 2026.

Executed this _____ day of auto
_____, 2026, by

Vehicle Driver (Last Four Digits of Driver's License: ; Exp. Date:)

Vehicle Driver (Last Four Digits of Driver's License: ; Exp. Date:)

Exhibit 3 to the Vehicle Usage Integration Agreement
Notice and Consent to Collect Vehicle Usage and Performance Data (“Notice and Consent”)

The Vehicle(s) are equipped with sensors, devices, software and other features (the “Connected Services”) through which FCA will access and collect information from and about the Vehicle(s) related to the performance, location, operation and use of the Vehicles (“Covered Data”), which may include personal information linked or linkable with Vehicle Driver(s), Vehicle Custodian, and/or Vehicle(s). FCA will access and collect Covered Data throughout the term of the Agreement and the Project.

COVERED DATA COLLECTED. We collect and access personal information in connection with the Connected Services and the use of the Vehicle(s), including the following Covered Data from Vehicle(s) (and associated date and time stamps):

- ***Geolocation Data.*** the GPS location (latitude and longitude) of the Vehicle(s).
- ***Driving Data.*** information about how the Vehicle is driven, such as dates and times of use; speed, acceleration and braking data; direction of travel; trip data (mileage, date, length, conditions); ignition events; steering events; cruise control data; seatbelt status; and information about vehicle incidents or events.
- ***Vehicle and Performance Data:*** such as VIN and other identifiers; vehicle year, make, model, engine type and trim; performance, mechanical and operational data; odometer, mileage, MPG and emissions data; tire pressure data; temperature readings; throttle and engine performance; tire pressure; weather, temperature and other driving conditions; fuel levels and refueling activity; battery levels and status; and images from exterior cameras.
- ***Diagnostic and Service Data:*** such as trouble or error codes; diagnostic data; odometer readings; collision information; services and maintenance alerts; oil, coolant, oil, and fluid levels and temperatures; and service and maintenance activities and history.
- ***Usage Data:*** such as destination and points of interest; roadside assistance and emergency services calls, including date, time, duration, purpose and result; and vehicle presets, feature usage and stored settings.
- ***Data from Third Parties:*** such as weather, traffic, and road or other conditions which we may correlate with the Vehicle and Covered Data that we have collected.
- ***Other Data.*** Other data that you provide to us in connection with the Agreement (including name, contact information driver’s license and other identifiers) and any use of any Connected Services.

USE AND DISCLOSURE OF COVERED DATA. We may collect, use and disclose to third parties the Covered Data for a variety of purposes, including for troubleshooting and maintenance; to communicate with Drivers, Vehicle Custodians and others; to prevent fraud and misuse of the Services; to allow FCA and third parties to evaluate and improve products or services, to develop products and services; to identify and communicate promotional offers or other information for marketing purposes; for safety, research and quality purposes; to comply with laws, regulations, court orders, and subpoenas; to better understand and analyze information about vehicle usage, operation, performance and use; to understand where, under what conditions and for what trip length vehicles are used; to enforce the terms of the VUA and other agreements between us; to notify emergency service providers; to assist law enforcement as part of a request for stolen vehicle assistance; and to protect your safety or the

safety of others in our sole discretion (e.g., to locate a missing person). Covered Data may be accessed and used by, and made available to third parties that we work with to operate the Connected Services, as well as other vendors and service providers who perform services to us or on our behalf. We also may share Covered Data with our affiliates and subsidiaries and with third parties who may use this data for their own research, development and analytics purposes, such as to better understand aggregate driving and traffic patterns, update maps and route details, analyze road conditions and similar purposes; to identify individuals who may be interested in or eligible for a certain third party offers; and for any other purposes described in this section. In addition, Covered Data may be shared with Vehicle Custodian; Vehicle Custodian's collection, use and disclosure of such data is subject to its own policies and procedures.

Acknowledgement and Consent:

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS NOTICE AND CONSENT FORM, AND I EXPRESSLY CONSENT TO THE ACCESS, COLLECTION, USE AND SHARING OF COVERED DATA (INCLUDING DRIVING DATA AND GEOLOCATION DATA) FROM AND ABOUT VEHICLE(S) AS DESCRIBED HEREIN.

_____/_____/_____
DRIVER SIGNATURE DRIVER NAME DATE

_____/_____/_____
DRIVER SIGNATURE DRIVER NAME DATE



MOAB CITY COUNCIL AGENDA

September 8, 2026

TITLE: Consideration and Possible Approval of a Phase 2 Development Agreement for 57 West Kane Creek Boulevard Parcel 01-0001-0200 between Amasa Arroyo Apartments LLC and the City of Moab, Utah.

DISPOSITION: Discussion and possible action

PRESENTER/S: Johanna Blanco, Associate Planner

ATTACHMENT/S:

Exhibit 1- Phase 1 Development Agreement Draft

STAFF RECOMMENDATION: Forward a positive recommendation of approval of the Phase 1 Development Agreement for 57 West Kane Creek Boulevard Parcel 01-0001-0200 between Amasa Arroyo Apartments LLC and the City of Moab, Utah, with or without modifications to the Moab City Council.

OPTIONS: Continue or table action to a later meeting with specific direction to City Staff as to additional information needed to make a decision or Forward a negative recommendation to City Council, giving specific findings for decision.

POSITIVE MOTION: I motion to approve the Phase 2 Development Agreement for 57 West Kane Creek Boulevard Parcel 01-0001-0200 between Amasa Arroyo Apartments LLC and the City of Moab, Utah.

SUMMARY:

The Moab City Council approved the Omnibus Development Agreement for the whole Amasa Apartments project on January 27th, 2026. As part of that agreement, each phase may negotiate a subsequent agreement and be removed from the originally approved DA.

This document removes the Phase 2 parcels from the original DA, changes the party name from Amasa Holdings LLC to Amasa Arroyo Apartments LLC, and reduces the front setback from 10 feet to 5 feet. Planning Commission forwarded a positive motion for the Phase 1 Development Agreement for Phase 2 of Amasa Apartments on August 27th, 2026.

RELEVANT LAWS, STUDIES & PLANS:

10-20-508 Utah State Code

RESPONSIBLE DEPARTMENT:



MOAB CITY COUNCIL AGENDA
Community Development, Administration

September 8, 2026

FINANCIAL IMPACT:

38 deed-restricted units under 55% AMI will be made available to residents of the City of Moab.

RECORD AGAINST THE FOLLOWING PARCEL OF LAND:
[TO BE INSERTED]

WHEN RECORDED RETURN TO:

Cory Shurtleff
Planning & Zoning Administrator
City of Moab
217 E. Center Street
Moab, UT 84532

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MOAB AND AMASA ARROYO APARTMENTS LLC
(PHASE 2)**

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered by and between AMASA ARROYO APARTMENTS LLC, a Utah limited liability company (“**Developer**”) and the CITY OF MOAB, a municipality and political subdivision of the State of Utah (the “**City**”). Developer and the City are hereinafter sometimes referred to individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

A. Developer owns approximately 1.965 acres of real property within the City’s R-3 zone located at 57 Kane Creek Boulevard, as more particularly described in **Exhibit 1** (the “**Property**”).

B. AMASA HOLDINGS LLC, a Utah limited liability company (“**Sponsor**”) applied to the City on behalf of Developer to construct a low-income multi-housing project on the Property consisting of: (a) the construction of eight (8) new construction units containing eight (8) one (1) bedroom units; (b) the rehabilitation of 30 units containing thirty (30) two (2) bedroom units; and (c) construction of parking, landscaped areas, and other common area facilities with unit mix affordability indicated on **Exhibit 2** hereto (the “**Project**”).

C. As part of the approval of Sponsor’s application, the City required Sponsor to execute and record that certain Development Agreement Between the City and Sponsor, recorded as Entry No. 557694 Bk. 984 Pg. 304-334 in the Grand County Recorder’s Office on February 13th, 2026 (the “**Omnibus Development Agreement**”) related to the Project described herein (and described as “Phase 2” in the Omnibus Development Agreement), but also related to two separate phases of development, described as “Phase 1” and “Phase 3” respectively. For the avoidance of doubt, the definition of Phase 1, Phase 2, and Phase 3 in the Omnibus Development Agreement is incorporated herein by reference. Phase 1, Phase 2, and Phase 3 are collectively the “**Omnibus Project**.”

D. Pursuant to the terms of the Omnibus Development Agreement, upon the transfer

of the Property to Developer, the Project and the Property shall be released from the Omnibus Development Agreement and shall be replaced by this Agreement to be recorded against the Property. Upon recording of this Agreement against the Property, the Parties agree that the Omnibus Development Agreement shall be terminated and shall have no further force and effect to the extent the Omnibus Development Agreement applies to the Project and the Property.

E. Sponsor submitted a preliminary site plan related to the Omnibus Project that complies with Section 17.67.040 of the Moab Municipal Code (“**MMC**”) and a preliminary plat related to the Omnibus Project that complies with MMC Chapter 16.16, each as depicted on **Exhibit 3** (the “**Preliminary Site Plan**” and the “**Preliminary Plat**”, respectively) to the Moab City Planning Commission (the “**Planning Commission**”). The Preliminary Site Plan was reviewed by the Planning Coordinator and referred to the Planning Commission, which considered and approved the Preliminary Site Plan in accordance with MMC 16.08.030 at its meeting on January 29, 2026. The Preliminary Plat was reviewed by the Planning Coordinator and referred to the Planning Commission, which considered and approved the Preliminary Plat in accordance with MMC 16.08.030 at its meeting on February 12, 2026.

F. In connection with the development of Phase 1 of the Omnibus Project by Amasa Apartments LLC, a Utah limited liability company (“**Phase 1 Developer**”), Phase 1 Developer and the City executed that certain Development Agreement Between the City of Moab and Amasa Apartments LLC, dated [] and subsequently recorded against the Phase 1 Property as Entry No. [] in the Grand County Records, and pursuant to the requirements thereof, obtained the approval of the City with respect to a site plan and final plat for Phase 1, each of which was duly recorded against the Phase 1 Property upon the acquisition of the Phase 1 Property by the Phase 1 Developer and its commencement of the development of Phase 1.

G. Sponsor entered into that certain Declaration of Covenants, Conditions, and Restrictions for the Amasa Townhome Subdivision dated February 26th, 2026 and recorded as Entry No. 557777 Bk. 984 Pg. 795 in the Grand County Recorder’s Office on February 27th, 2026 related to the Omnibus Project (the “**Original CCR**”). Among other things, the Original CCR grants certain rights to and imposes certain obligations on the owners of Phase 1, Phase 2, and Phase 3, respectively to use the Common Area, Common Area Improvements, and to share in the Common Expenses, each as defined in the CCR and incorporated herein. The rights of the owners of Phase 1, Phase 2, and Phase 3, respectively, to enforce the Common Area and Common Area Improvements language in the CCR is incorporated herein by reference.

H. The Parties contemplate that subsequent to the execution and the recording of this document, the Original CCR will be amended and restated to reflect additional subdivisions required for the Phase 2 development (the “**CCR**”). Prior to such amendment and restatement of the Original CCR, any reference to the CCR in this Agreement shall refer to the Original CCR. After such amendment and restatement, any reference to the CCR in this Agreement shall refer to the CCR.

I. Developer has received awards of Low-Income Housing Tax Credits (“**LIHTC**”) for the Project, as set forth in (a) that certain 2026 Federal Low-Income Housing Tax Credit Reservation Agreement dated January 27, 2026, between Developer and Utah Housing Corporation (UHC) (the “**Federal LIHTC Reservation Agreement**”), and (b) that certain State

Low-Income Housing Credit Reservation Agreement, dated October 29, 2025, between Developer and UHC (the “**State LIHTC Reservation Agreement**”) (the Federal LIHTC Reservation Agreement and the State LIHTC Reservation Agreement are referred to collectively herein as, the “**Reservation Agreements**”). The Reservation Agreements require,¹ among other things: (a) Developer to construct 38 affordable rental units on the Property in exchange for certain tax incentives; and (b) Developer to execute and record a land use restrictive agreement (“**LURA**”) to ensure that the units are used for affordable housing for a period of 50 years from the commencement of the compliance period for the Project, as defined in 26 USC § 42(i)(1).

J. As part of the Project, Sponsor subdivided the Property into separate parcels with most parcels including rentable “townhouse” buildings, that may be collectively or individually owned, and developed in accordance with the most applicable provisions of the MMC.

K. The City’s R-3 Zone allows for multi-family residential developments but excludes commercial and industrial uses which the Project does not include.

L. The Project includes several unique characteristics that require exceptions to the MMC, including setback requirements, as described in Section 3 below and **Exhibit 9** hereto.

M. The Parties desire to enter into this Agreement to enact development standards that are specific to the unique and complex nature of the Project and to secure exceptions to the MMC, each as described in Section 3 below and **Exhibit 9** hereto, and which, by approval of the site plan and plat as set forth in Section 3.4 below, and execution of this Agreement, the City so provides and confirms relevant compliance therewith.

N. The City Council finds that the Project aligns with the City’s goals of increasing the supply of low-income family-oriented housing and preserving and extending the affordability of existing moderate-income housing, promoting sustainable development.

O. The Parties desire to execute this Agreement in accordance with the City’s authority under Utah Code § 10-20-508 to execute development agreements to implement development incentives for affordable or moderate-income housing.

AGREEMENT

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

1. **Incorporation of Recitals and Exhibits.** The recitals and exhibits are hereby incorporated by reference as part of this Agreement.

2. **Effective Date.** This Agreement shall go into effect upon the date both Parties execute the Agreement (the “**Effective Date**”).

¹ The Reservation Agreements also include an obligation to construct an additional 32 units of affordable housing on separate real property in Grand County, which units are not the subject of this Development Agreement.

3. Specific Development Standards.

3.1. General. This Agreement is not intended to and does not affect or in any way bind the City to approve any site plan or any plat proposed by Developer that does not comply with applicable law, this Agreement, and the MMC.

3.2. Plan and Plat Approval Process. Developer shall obtain site plan and plat approval for the Project from the City in accordance with the City's site-specific land use requirements and development standards in: (i) MMC Chapter 17.48 regarding the R-3 Zone; (ii) the Project-specific procedures in this Section 3; and (iii) the following exception to the MMC:

3.2.1. Front yard setbacks for the Project shall be five (5) feet to accommodate the extrusion of the open staircase for the new eight (8) -plex building to be constructed for the Project.

3.3 Project Schedule. Developer shall construct the Project in approximate accordance with the schedule attached as **Exhibit 3**. The City shall approve any modifications to the schedule administratively without the need for further Council review or approval.

3.4. Development.

3.4.1. *Generally.* The Property will ultimately be subdivided in the manner depicted on the Preliminary Site Plan and Plat attached hereto as **Exhibit 2**. The Project is the second phase of the Omnibus Project. The subdivision of the Property in connection with the Project will take place via the execution and recording of the Phase 2 Final Plat (as defined below), which shall be prepared by Developer as set forth in Section 3.4.5 below, and the execution and recording of the amended and restated CCR, which shall be prepared by Developer as contemplated in recital H above, each of which shall be reviewed by the City as set forth herein. The Developer will also prepare and submit a Phase 2 Final Site Plan (as defined below) as set forth in Section 3.4.4 below, which shall also be reviewed by the City as provided herein.

3.4.2. *Order of Approvals and Recording.* Upon the execution of this Agreement, Developer shall submit to the City the Phase 2 Final Site Plan and Phase 2 Final Plat, to be reviewed and approved by the City in accordance with sections 3.4.4 and 3.4.5 below. Upon the City's approval of the Phase 2 Final Site Plan and Phase 2 Final Plat, together with any other approvals for the Project required under this Agreement and/or pursuant to the MMC as modified by this Agreement, the Phase 2 Final Plat shall be recorded against the Property and this Agreement will be recorded against the Property.

3.4.3. *Land Use Authorities.* The Planning Coordinator shall be the land use authority responsible for reviewing and approving or denying the Phase 2 Final Site Plan for the Project (as defined below) and the Phase 2 Final Plat for the Project (as defined below) in accordance with the Preliminary Site Plan and Preliminary Plat the Planning Commission approved for the Omnibus Project. If the Planning Coordinator determines in their sole reasonable discretion that the Phase 2 Final Site Plan or Phase 2 Final Plat for the Project is not consistent with the Preliminary Site Plan or Preliminary Plat the Planning Commission approved for the Omnibus Project, the Planning Coordinator may refer the Phase 2 Final Site Plan or Phase 2 Final Plat for the Project to the Planning Commission for review and final approval or denial.

3.4.4. *Site Plan Process.* Developer shall prepare and submit a final site plan for the Project to the Planning Coordinator, that complies with MMC 17.67.040 (“**Phase 2 Final Site Plan**”). The Phase 2 Final Site Plan shall include the same number and type of low-income, LURA-restricted units required under Developer’s LIHTC contracts that are depicted in the conceptual site plan for Phase 2, attached as **Exhibit 4**, and shall be consistent to the extent applicable with the Preliminary Site Plan created and approved in connection with the Omnibus Project. If the Phase 2 Final Site Plan meets the requirements of the MMC and this Agreement, it shall be administratively approved by the Planning Coordinator as contemplated in Section 3.4.3 above.

3.4.5. *Platting Process.* Developer shall prepare and submit a final plat for the Project to the Planning Coordinator, that complies with Chapter 16.16 of the MMC (“**Phase 2 Final Plat**”). The Phase 2 Final Plat shall be consistent to the extent applicable with the Preliminary Plat created and approved in connection with the Omnibus Project. If the Phase 2 Final Plat meets the requirements of the MMC as modified by this Agreement, it shall be administratively approved by the Planning Coordinator as contemplated in Section 3.4.3 above.

3.4.6. *Amendments.* The Preliminary Site Plan and the Preliminary Plat, or subsequent revisions thereto, shall be binding as to the general intent and apportionment of land for buildings, sewage disposal, storm water management, sensitive area protection, stipulated use, circulation pattern, domestic water, and landscaping for the Project. The Planning Coordinator shall have authority to act upon amendments to the Preliminary Site Plan for the Project, the Phase 2 Final Site Plan, and the Phase 2 Final Plat. The Planning Coordinator, in their sole reasonable discretion, may refer amendments to the Phase 2 Final Site Plan or the Phase 2 Final Plat to the Planning Commission for review and action if the proposed amendments are not consistent with the Preliminary Site Plan or Preliminary Plat the Planning Commission approved for the Omnibus Project and/or the Project, as applicable.

3.4.7. *Access to Common Areas.* Developer shall construct the common areas described in **Exhibit 5** (collectively, the “**Common Areas**”). All plats for the

Omnibus Project and the Project shall designate the “Common Areas” (as described in the Omnibus Development Agreement) as such and shall grant all residents of Phase 1, Phase 2, and Phase 3, respectively, access to and use of said Common Areas in accordance with the terms of the CCR related to the Common Area and Common Area Improvements, which are incorporated herein by reference, regardless of the ownership of any parcels that may result from the subdivision of the Property under this Agreement or that occurred under the Omnibus Development Agreement. The CCR language related to the Common Area and Common Area Improvements is incorporated herein by reference and shall be binding as to the general intent and use of the Common Area and Common Area Improvements in the Omnibus Project and the Project. For the avoidance of doubt, the Parties hereto expressly agree that the rights of the owners of Phase 1, Phase 2, and Phase 3, respectively, to enforce the Common Area and Common Area Improvements language in the CCR is incorporated herein by reference.

3.5. Sustainability Requirements. The Parties agree that the City’s authorization of the exceptions to the MMC set forth in Section 3.2 shall be subject to the express condition that the Project apply Enterprise Green Communities standards in construction to meet sustainability requirements as attached hereto in **Exhibit 6**.

3.6. Reasonable Diligence. Developer agrees to proceed with construction of the Project with reasonable diligence consistent with **Exhibit 3**.

4. **Approval Process for Development Applications.** The City shall process applications for development of the Project in accordance with the provisions of the MMC, this Agreement, and applicable law. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it of the obligation to comply with all of the applicable requirements for approval of preliminary and final subdivision plats, or preliminary and final site plans, as applicable, for the proposed development of the Project consistent with the terms and conditions of this Agreement and the applicable provisions of the MMC, except they may be expressly modified by this Agreement.
5. **LIHTC Requirements and Waiver of City AEH Requirements.** Developer agrees to: (i) comply with the terms of its LIHTC contracts, the applicable terms and conditions of which are summarized in **Exhibit 7**; (ii) execute and record LURAs against the Property that comply with its LIHTC contracts and all applicable laws; and (iii) comply with each LURA it executes and records against the Property. In light of Developer’s commitments under this Section, the City waives the requirements of Chapter 17.64 of the MMC regarding Active Employee Households (“AEH”) as applied to the Project.
6. **Payment of Fees.**

6.1. Development Application and Review Fees. Developer shall pay, or cause to be paid, to the City all fees, including application fees, impact fees, and connection fees for review and approval of development of any and all phases of the Project in the amounts set forth in the City’s Master Fee Schedule.

6.2. Other Fees. The City may charge other fees in existence as of the date of this Agreement, including, without limitation, standard building permit review, and inspection fees for improvements to be constructed on improved parcels that are generally applicable to other developments within the City.

6.3. Reservation of Right to Challenge Fees. Notwithstanding any provision of this Agreement, Developer does not waive Developer's rights under any applicable law to challenge the reasonableness or legality of the amount or imposition of any fees.

7. Vested Rights.

7.1. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with and subject to compliance with the terms and conditions of this Agreement, the R-3 Zone, Site Plan requirements and other applicable provisions of the MMC as of the Effective Date. If no substantial construction has been initiated as part of the Project within five (5) years of the date of the Effective Date plus any period of force majeure, the City may terminate this Agreement by providing written notice to Developer pursuant to Section 9 and Section 12 of this Agreement. To the extent that there is any conflict between the text portion of this Agreement and the Exhibits, the more specific language or description, as the case may be, shall control. Where any conflict or ambiguity exists between the provisions of the MMC and this Agreement (including the Exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, the rights vested as provided in this Agreement are not exempt from the application of the MMC and to subsequently enacted ordinances to the extent, but only to that extent, that failure to apply such subsequently enacted ordinance would impair the City's reserved legislative powers.

7.2. Reserved Legislative Powers. The Parties acknowledge that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify any development standards that are applicable to the Project under the terms of this Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine of the State of Utah. Any such proposed legislative changes shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

8. Infrastructure and the Provision of Municipal Services.

8.1. Construction of Necessary Private Infrastructure to Service the Project. Developer agrees to construct and install the private infrastructure identified on **Exhibit 8**

hereto (the “**Required Infrastructure**”). Developer shall have the obligation to construct or cause to be constructed and installed the Required Infrastructure, together with any off-site improvements necessary to connect such Required Infrastructure to existing utilities. All such Required Infrastructure shall be constructed in accordance with applicable City standards and shall be available to residents of Phase 1, Phase 2, and Phase 3 in accordance with the terms of the Original CCR related to the Common Area and Common Area Improvements, which are incorporated herein by reference. Developer may be required to enter into a Development Improvements Agreement and be required to dedicate all public infrastructure and associated property interests, if any, to the City as provided in MMC 16.20.060 and MMC 17.67.070. For the avoidance of doubt, the Parties hereto expressly agree that the rights of the owners of Phase 1, Phase 2, and Phase 3, respectively, to enforce the Common Area and Common Area Improvements language in the Original CCR is incorporated herein by reference.

8.2. Third Party Service Providers. The Parties understand and acknowledge that Developer shall be responsible to obtain any applicable approvals and incur the costs of constructing any off-site and on-site infrastructure and improvements from third party service providers that are necessary to service any portion of the Property, as applicable, as part of the Project.

8.3. Maintenance of Private Roads and Improvements. Developer shall have the duty to maintain all private roads and areas designated as such on the Phase 2 Final Plat that are located within that portion of the Project constructed on the Property, if any.

8.4. City Provided Services. The City agrees that, subject to Developer’s compliance with its obligations hereunder, it shall make available to the Project all City services to such properties that it provides from time to time to other residents and properties within the City at the same levels of service and on the same terms and at the same rates as provided to other similarly situated properties in the City.

9. **Term of Agreement.** The term of this Agreement (the “**Term**”) shall begin on the Effective Date and terminate fifty (50) years after the date Developer records the LURA against the Property for Phase 2, unless terminated earlier by the City as provided herein or the Parties modify the Term by written amendment to this Agreement, but the terms of this Agreement shall continue to be effective as to applications that have been submitted and development that has occurred within the Project notwithstanding the termination of this Agreement. The Parties agree that the Omnibus Agreement is hereby terminated to the extent it applies to the Project with no further action by either Party with respect to the Project and the Property.

10. **Successors and Assigns.**

10.1. Binding Effect. This Agreement shall be binding upon the Parties and their respective successors and assigns in so far as it pertains to the ownership or development of any portion of the Property and the Project.

10.2. Assignment. Developer may not assign this Agreement nor any of its provisions, terms, or conditions to any other party, individual, or entity without: (a) assigning Developer's rights and responsibilities under this Agreement; and (b) obtaining the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such request for assignment may be made by letter addressed to the City as provided herein and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns.

11. Default.

11.1. Notice. If Developer or the City fail to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide notice to the other Party as provided herein. Developer's Investor Member shall receive simultaneous notice of any Default hereunder and shall have the right, but not the obligation, to cure an event of default hereunder and the City agrees to accept or reject such cure on the same basis as if provided by Developer itself.

11.2. Contents of the Notice of Default. The Notice of Default shall:

11.2.1. *Claim of Default*. Specify the claimed event of default;

11.2.2. *Identification of Provisions*. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default;

11.2.3. *Specify Materiality*. Identify why the default is claimed to be material; and

11.2.4. *Proposed Cure*. The non-defaulting party shall propose a method and time for curing the default by the defaulting party which shall be of no less than sixty (60) days duration.

11.3. Meet and Confer. Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

11.4. Remedies. If, after meeting and conferring, the Parties are not able to resolve the default, then the Parties may have the following remedies:

11.4.1. *Legal Remedies Generally*. The rights and remedies available at law and in equity shall include injunctive relief, specific performance, and termination, but shall not include damages or attorney's fees.

11.4.2. *Legal Remedies for Breach of Section 5*. The Parties further agree that money damages would be an insufficient remedy if Developer breaches its obligations under Section 5 and that the City shall be entitled

to specific performance and injunctive or other equitable relief as a remedy of any such breach, including, without limitation, an order from a court of competent jurisdiction requiring Developer to comply with the City's AEH requirements as set forth in Chapter 17.64 of the MMC to the extent such requirements apply to the Project and do not conflict with Developer's obligations under its Reservation Agreements, Carryover Allocation Agreement, and any LURAs that are still in effect at the time of Developer's breach and that are not otherwise impacted by Developer's breach.

11.4.3. *Enforcement of Security.* The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular default.

11.4.4. *Withholding Further Development Approvals.* Upon a material default by Developer, the City shall have the right to withhold all further reviews, approvals, licenses, building permits, certificates of occupancy, and/or other permits or approvals for development of the Project on those properties owned by Developer during the existence and continuance of a default beyond any applicable cure period to enforce the terms of this Agreement to the extent allowed under state law, including Utah Code § 10-20-1001 and Utah Code § 10-20-902. This Section 11.4.4 is intended to satisfy the "written document" requirement in Utah Code § 10-20-902(1)(j)(i).

11.5. Public Meeting. Before the City may impose any remedy in this Agreement, including the provisions of Section 11.4.4, the Party allegedly in default shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed default. If, after the meet and confer provided in Section 11.3 and the public meeting before the Council, Developer and the City disagree as to the existence of a default under this Agreement, Developer may request that the City obtain a judgment that Developer is in default from a court of competent jurisdiction in order to withhold development approvals pursuant to Section 11.4.4.

11.6. Extended Cure Period. If any default cannot be reasonably cured within sixty (60) days then such cure period may be extended as needed, by agreement of the Parties for good cause shown, so long as the defaulting Party is pursuing a cure with reasonable diligence.

11.7. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

11.8. Force Majeure. All time periods imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) any period of moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Project; or (b) by events reasonably beyond the control of Developer including, without limitation, inclement weather, war, strikes,

unavailability of materials at commercially reasonable prices, pandemics and acts of God, but which does not include financial condition of Developer or its successors.

12. Notices. All notices and communications required or permitted to be given under this Agreement, shall be in writing and shall be deemed to have been duly given and delivered as of the date the notice is sent, if delivered by mail or email to the below, which the Parties may update from time to time in writing:

To Developer:

Amasa Arroyo Apartments LLC
50 N. 600 W., Unit D
Salt Lake City, Utah 84116
adillon@givgroup.org

With a copy to:

Winthrop & Weinstine, P.A.
225 S. 6th Street, Suite 3500
Minneapolis, MN 55402
Attn: Jordan E. Mogensen, Esq.
jmogensen@winthrop.com

And:

c/o Hunt Capital Partners, LLC
15910 Ventura Boulevard, Suite 1100
Encino, California 91436

Nixon Peabody LLP
799 9th Street NW Suite 500,
Washington, DC 20001-5327
Attention: Matthew W. Mullen

To the City of Moab:

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

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

GENERAL TERMS AND CONDITIONS

13. **Agreement to Run with the Land.** This Agreement shall be recorded in the Office of the Grand County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership and development of any portion of the Property.

14. **Entire Agreement.** This Agreement, together with the Recitals and Exhibits hereto integrates and constitutes all the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

15. **Further Assurances.** Each Party shall execute and deliver such additional documents and take such further actions as may reasonably be necessary to effectuate the transactions contemplated by this Agreement.

16. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

17. **Non-Liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to Developer, or any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due to Developer, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

18. **No Third-Party Rights.** The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and Developer. The City and Developer alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit. No other persons or entities shall be considered intended or incidental third-party beneficiaries with respect to the rights and obligations contained in this Agreement.

19. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

20. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

21. **Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

22. Public Information. The Parties understand and agree that all documents related to this agreement shall be public documents, as provided in the Utah Governmental Records Access Management Act, Title 63G, Chapter 2, Part 1 of the Utah Code.

23. Governing Law and Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah, and venue shall be in Grand County, Utah.

24. Counterparts. This Agreement may be executed in multiple counterparts which shall constitute one and the same document.

25. Governmental Immunity Act. The City is a governmental entity subject to the Utah Governmental Immunity Act, Utah Code 63G-7-101, et seq (the “**Act**”). The City does not waive any rights, defenses, or limitations available under the Act except as otherwise provided in this Agreement.

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

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

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

28.1. The captions and section headings used in this Agreement are for descriptive purposes only and do not limit, define, or enlarge the terms of this Agreement;

28.2. Use of the singular, plural, or a gender shall include the other, and the use of the words “include” and “including” shall be construed to mean “without limitation” or “but not be limited to;”

28.3. The word “may” is permissive;

28.4. The words “shall not” are prohibitive;

28.5. The word “shall” is mandatory or required; and

28.6. The present tense includes the future tense, unless otherwise specified.

(Signatures begin on following page)

IN WITNESS WHEREOF, this Agreement has been executed by the City of Moab, acting by and through the Moab City Council, Grand County, State of Utah, and by a duly authorized representative of Developer as of the Effective Date.

CITY OF MOAB, a Utah municipality and political subdivision of the State of Utah.

By: _____
Mayor Joette Langianese

ATTEST:

Sommar Johnson, Moab City Recorder

APPROVED AS TO FORM:

Nathan Bracken, City Attorney

STATE OF UTAH)
 : ss.
COUNTY OF GRAND)

On the ____ day of _____, 2026, personally appeared before me JOETTE LANGIANESE, who being by me duly sworn, did say that she is the Mayor of the CITY OF MOAB, a municipality and political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

DEVELOPER:

AMASA ARROYO APARTMENTS LLC, a Utah
limited liability company

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

By: Chris Parker
Its: Managing Member

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the ____ day of _____, 2026, personally appeared before me Chris Parker, who
being by me duly sworn, did say that he/she is the Managing Member of Amasa Arroyo
Apartments GP LLC, a Utah limited liability company, the Sole Member of AMASA ARROYO
APARTMENTS LLC, a Utah limited liability company, who duly acknowledged to me that they
executed the foregoing instrument on behalf of the latter mentioned limited liability company.

NOTARY PUBLIC

EXHIBIT 1

Legal Description of Property

A PARCEL OF LAND, SITUATE IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF KANE CREEK BLVD., WHICH IS LOCATED NORTH $00^{\circ}16'23''$ EAST 968.43 FEET ALONG THE MEASURED SECTION LINE AND EAST 1261.48 FEET FROM A FOUND 1" IRON PIN FOUND IN MOUND OF STONES, AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING:

THENCE SOUTH $86^{\circ}22'00''$ EAST 267.70 FEET;

THENCE SOUTHEASTERLY, 22.36 FEET ALONG THE ARC OF A 54.15-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH $87^{\circ}47'47''$ EAST, AND THE LONG CHORD BEARS SOUTH $09^{\circ}37'41''$ EAST 22.20 FEET, THROUGH A CENTRAL ANGLE OF $23^{\circ}39'47''$);

THENCE SOUTHEASTERLY, 27.91 FEET ALONG THE ARC OF A 95.45-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH $67^{\circ}27'37''$ EAST, AND THE LONG CHORD BEARS SOUTH $30^{\circ}55'05''$ EAST 27.82 FEET, THROUGH A CENTRAL ANGLE OF $16^{\circ}45'25''$);

THENCE SOUTH $53^{\circ}09'24''$ WEST 112.12 FEET;

THENCE SOUTHWESTERLY, 4.61 FEET ALONG THE ARC OF A 15.35-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH $01^{\circ}27'29''$ EAST, AND THE LONG CHORD BEARS SOUTH $79^{\circ}56'48''$ WEST 4.59 FEET, THROUGH A CENTRAL ANGLE OF $17^{\circ}11'26''$);

THENCE SOUTH $42^{\circ}48'36''$ EAST 57.97 FEET;

THENCE SOUTH $03^{\circ}47'50''$ WEST 31.66 FEET;

THENCE NORTH $86^{\circ}22'00''$ WEST 185.60 FEET;

THENCE NORTH $03^{\circ}37'23''$ EAST 29.66 FEET;

THENCE NORTH $65^{\circ}20'02''$ WEST 31.24 FEET;

THENCE NORTH $46^{\circ}22'47''$ WEST 96.20 FEET;

THENCE NORTH $43^{\circ}28'51''$ EAST 47.86 FEET;

THENCE NORTH $46^{\circ}33'11''$ WEST 9.86 FEET;

THENCE NORTH $42^{\circ}38'04''$ EAST 11.65 FEET;

THENCE NORTHEASTERLY, 29.00 FEET ALONG THE ARC OF A 119.91 FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH $49^{\circ}14'26''$ WEST, AND THE LONG CHORD BEARS NORTH $33^{\circ}49'55''$ EAST 28.92 FEET, THROUGH A CENTRAL ANGLE OF $13^{\circ}51'19''$);

THENCE NORTH $18^{\circ}41'45''$ EAST 10.57 FEET TO THE POINT OF BEGINNING.

ALSO: BEGINNING AT A POINT ON THE EXTERIOR BOUNDARY OF LOTS 9 AND 10, WHICH IS LOCATED NORTH $00^{\circ}16'23''$ EAST 714.05 FEET ALONG THE MEASURED SECTION LINE AND EAST 1843.08 FEET FROM A FOUND 1" IRON PIN FOUND IN

MOUND OF STONES, AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING:

THENCE NORTH 20°00'00" EAST 63.09 FEET;
THENCE NORTH 70°00'00" WEST 13.13 FEET;
THENCE NORTHWESTERLY, 3.13 FEET ALONG THE ARC OF A 2.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 20°00'00" EAST, AND THE LONG CHORD BEARS NORTH 25°06'12" WEST 2.82 FEET, THROUGH A CENTRAL ANGLE OF 89°47'36");
THENCE NORTH 19°47'36" EAST 16.31 FEET;
THENCE SOUTH 70°12'24" EAST 5.00 FEET;
THENCE NORTH 19°47'36" EAST 5.00 FEET;
THENCE NORTH 78°43'40" EAST 3.75 FEET;
THENCE NORTH 11°16'20" WEST 47.61 FEET;
THENCE NORTH 78°45'44" EAST 48.03 FEET;
THENCE NORTH 11°51'01" WEST 8.39 FEET;
THENCE NORTHEASTERLY, 12.43 FEET ALONG THE ARC OF A 88.25-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 07°41'40" WEST, AND THE LONG CHORD BEARS NORTH 78°16'13" EAST 12.42 FEET, THROUGH A CENTRAL ANGLE OF 08°04'14");
THENCE NORTHEASTERLY, 26.93 FEET ALONG THE ARC OF A 45.83-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 12°50'48" WEST, AND THE LONG CHORD BEARS NORTH 60°19'09" EAST 26.55 FEET, THROUGH A CENTRAL ANGLE OF 33°40'06");
THENCE SOUTHEASTERLY, 27.03 FEET ALONG THE ARC OF A 620.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 25°51'13" WEST, AND THE LONG CHORD BEARS SOUTH 62°53'50" EAST 27.03 FEET, THROUGH A CENTRAL ANGLE OF 02°29'54");
THENCE SOUTHWESTERLY, 43.22 FEET ALONG THE ARC OF A 73.41-FOOT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 62°52'11" EAST, AND THE LONG CHORD BEARS SOUTH 10°15'53" WEST 42.60 FEET, THROUGH A CENTRAL ANGLE OF 33°43'52");
THENCE SOUTHEASTERLY, 54.50 FEET ALONG THE ARC OF A 148.35-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 81°56'10" EAST, AND THE LONG CHORD BEARS SOUTH 18°35'20" EAST 54.20 FEET, THROUGH A CENTRAL ANGLE OF 21°03'00");
THENCE SOUTHEASTERLY, 50.02 FEET ALONG THE ARC OF A 162.56-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 56°48'00" EAST, AND THE LONG CHORD BEARS SOUTH 42°00'54" EAST 49.82 FEET, THROUGH A CENTRAL ANGLE OF 17°37'48");
THENCE SOUTHEASTERLY, 83.85 FEET ALONG THE ARC OF A 140.32-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 37°15'41" EAST, AND THE LONG CHORD BEARS SOUTH 69°51'27" EAST 82.61 FEET, THROUGH A CENTRAL ANGLE OF 34°14'21");
THENCE NORTHEASTERLY, 38.79 FEET ALONG THE ARC OF A 70.69-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 03°49'50"

EAST, AND THE LONG CHORD BEARS NORTH 78°06'30" EAST 38.31 FEET, THROUGH A CENTRAL ANGLE OF 31°26'39");

THENCE NORTHEASTERLY, 19.69 FEET ALONG THE ARC OF A 102.45-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 28°01'41" WEST, AND THE LONG CHORD BEARS NORTH 56°28'01" EAST 19.66 FEET, THROUGH A CENTRAL ANGLE OF 11°00'37");

THENCE SOUTHEASTERLY, 25.28 FEET ALONG THE ARC OF A 620.00-FOOT RADIUS NON TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 49°08'15" WEST, AND THE LONG CHORD BEARS SOUTH 39°41'40" EAST 25.28 FEET, THROUGH A CENTRAL ANGLE OF 02°20'10");

THENCE SOUTHWESTERLY, 6.09 FEET ALONG THE ARC OF A 36.96-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 50°54'46" EAST, AND THE LONG CHORD BEARS SOUTH 34°22'02" WEST 6.08 FEET, THROUGH A CENTRAL ANGLE OF 09°26'23");

THENCE SOUTHWESTERLY, 9.76 FEET ALONG THE ARC OF A 16.50-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 57°45'32" EAST, AND THE LONG CHORD BEARS SOUTH 15°17'34" WEST 9.62 FEET, THROUGH A CENTRAL ANGLE OF 33°53'49");

THENCE SOUTH 01°28'43" EAST 24.49 FEET;

THENCE SOUTH 87°50'13" WEST 7.87 FEET;

THENCE SOUTH 02°06'16" EAST 48.94 FEET;

THENCE SOUTH 88°02'10" WEST 96.54 FEET;

THENCE NORTH 60°30'37" WEST 43.48 FEET;

THENCE SOUTH 36°57'34" WEST 34.43 FEET;

THENCE NORTHWESTERLY, 178.13 FEET ALONG THE ARC OF A 430-FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 47°48'43" WEST, AND THE LONG CHORD BEARS NORTH 54°03'19" WEST 176.85 FEET, THROUGH A CENTRAL ANGLE OF 23°44'04") TO THE POINT OF BEGINNING.

TOTAL OF PHASE 2 CONTAINS: 85,626 SQUARE FEET, OR 1.965 ACRES.

EXHIBIT 2

Preliminary Site Plan and Phase 1 Final Site Plan Created in Connection with the Omnibus Project

DRAFT

BENCHMARK
STREET MONUMENT AT THE INTERSECTION
OF KANE CREEK BLVD AND AUSTIN AVENUE
N274+ 4346.47

EXISTING STANDARD STALLS	81
EXISTING ADA - ACCESSIBLE STALLS	8
PROPOSED STANDARD STALLS	67
PROPOSED ADA - ACCESSIBLE STALLS	8
TOTAL STALLS	164
REQUIRED STALLS	148

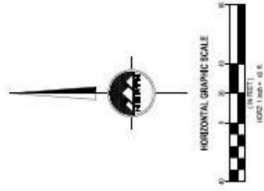
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EXHIBIT 3

Project Phasing Schedule

	Anticipated Timeline	Description
Project	Effective Date – 12/31/2027	▪ Construction of one new two-story building on the west semi-circle of the Property with 8 total units, including 8 one-bedroom units. ▪ Rehabilitation of five existing buildings with 6 two-bedroom units in each of the 5 existing buildings. ▪ Construction of a green space and parking stalls all of which shall be designated as “common areas” accessible to all residents of the Phase 1, Phase 2 and Phase 3 in accordance with the Agreement, the Omnibus Development Agreement, and the CCR, as it may be amended. ▪ 38 Total Units at 25-50% Area Median Income (“AMI”) Mix

EXHIBIT 4

Phase 2 Conceptual Site Plan

DRAFT

EXHIBIT 5

Common Areas

- Parking Stalls
- SIDEWALKS AND PATHS
- CARPORTS (NEW)
- OPEN SPACE
- ONE GARBAGE COLLECTION AREA
- GREEN SPACE

DRAFT

EXHIBIT 6

Sustainability Requirements

The Project must be constructed in accordance with Enterprise Green Communities 2020 Requirements and Energy Star Multifamily New Construction Requirements. The standards for new construction and for rehabilitation are attached hereto.

DRAFT



2020 ENTERPRISE GREEN COMMUNITIES CRITERIA CHECKLIST

Amasa Site

CRITERIA CHECKLIST

This checklist provides an overview of the technical requirements within the Enterprise Green Communities Criteria. To achieve Enterprise Green Communities Certification, all projects must achieve compliance with the Criteria mandatory measures applicable to that construction type. **New Construction projects must also achieve at least 40 optional points, and Substantial and Moderate Rehab projects must also achieve at least 35 optional points.**

These projects that also comply with Criterion 5.2b or Criterion 5.4 will be recognized with Enterprise Green Communities Certification Plus.

YES / NO	OPTIONAL POINTS	
1. INTEGRATIVE DESIGN		
Yes	M	1.1 Integrative Design: Project Priorities Survey Complete the Project Priorities Survey, which can be found in the Appendix.
Yes	M	1.2 Integrative Design: Charrettes and Coordination Meetings Develop an integrative design process that moves the outputs of the Project Priorities Survey into action through a series of collaborative meetings. Prioritize multi-benefit strategies. Assign responsibility within your design and development teams for accountability.
Yes	M	1.3 Integrative Design: Documentation Include Enterprise Green Communities Criteria information in your contract documents and construction specifications (Division 1 Section 01 81 13 Sustainable Design Requirements) as necessary for the construction team to understand the requirements and how they will be verified. Ensure, and indicate, that the drawings and specifications have been generated to be compliant and meet the certification goals.
Yes	M	1.4 Integrative Design: Construction Management Create, implement, and document your contractor/subcontractor education plan to ensure that all persons working on-site fully understand their role in achieving the project objectives. Include a summary of the Project Priorities Survey (Criterion 1.1), the sustainability goals, and anticipated roles of each party in regards to the performance expected of the project. Attach and reference this training plan to Division 1 Section 01 81 13 Sustainable Design Requirements. Include timeline estimates for performance testing and verification schedules in the overall construction schedule. As relevant, review requirements for Criteria 8.1, 8.2, and 8.3, and begin populating these documents with relevant information from design and construction.
No	12 or 15	1.5 Design for Health and Well-Being: Health Action Plan Follow Steps 1-6 of the Health Action Plan framework per the full criterion. <i>[12 points with extra 3 points for Step 7]</i> This includes: 1) Commit to embedding health into the project lifecycle; 2) Partner with a project health professional; 3) Collect and analyze community health data; 4) Engage with community stakeholders to prioritize health data and strategies; 5) Identify strategies to address those health issues; 6) Create an implementation plan; and 7) Create a monitoring plan.
No	10	1.6 Resilient Communities: Multi-Hazard Risk/Vulnerability Assessment Conduct a four-part assessment (social, physical, functional, strategy) to identify critical risk factors of your property and implement at least two sets of strategies to enable the project to adapt to, and mitigate, climate related or seismic risks. See full criterion for more guidance.
No	8	1.7 Resilient Communities: Strengthening Cultural Resilience Integrate community and resident participation in the development processes so that the built environment honors cultural identities, resident voices, and community histories. <i>Option 1: Complete a Cultural Resilience Assessment</i> OR <i>Option 2: Convene a Cultural Advisory Group</i>
CRITERIA 1 SUBTOTAL		
4 of 4		Mandatory Criteria
0		Optional Points
2. LOCATION + NEIGHBORHOOD FABRIC		
Yes	M	2.1 Sensitive Site Protection All projects must: 1. Protect floodplain functions (e.g., storage, habitat, water quality) by limiting new development within the 100-year floodplain of all types of watercourses. 2. Conserve and protect aquatic ecosystems, including wetlands and deepwater habitats, that provide critical ecosystem functions for fish, other wildlife, and people. 3. Protect ecosystem function by avoiding the development of areas that contain habitat for plant and animal species identified as threatened or endangered. 4. Conserve the most productive agricultural soils by protecting prime farmland, unique farmland, and farmland of statewide or local importance. If your site contains any of these ecologically sensitive features, follow the specific Requirements under that subheading.
Yes	M	2.2 Connections to Existing Development and Infrastructure <i>(Mandatory for New Construction projects that do not qualify as Rural/Tribal/Small Town)</i> Locate the project on a site with access to existing roads, water, sewers, and other infrastructure and within or contiguous to (having at least 25% of the perimeter bordering) existing development. Connect the project to the existing pedestrian network. For sites over 5 acres, provide connections to the adjacent street network at least every 800 feet. Tie all planned bike paths to existing bike paths.
Yes	M	2.3 Compact Development <i>(Mandatory for New Construction)</i> At a minimum, build to the residential density (dwelling units/acre) of the census block group where the project is located. In Rural/Tribal/Small Town locations that do not have zoning requirements: Build to a minimum net density of 5 units per acre for single-family houses; 10 units per acre for multifamily buildings, single and two-story; and 15 units per acre for multifamily buildings greater than two-stories.
7	5 or 7	2.4 Increased Compact Development Exceed the residential density (dwelling units/acre) of the census block group in which your project is located. Exceed by 2x for <i>[5 points]</i> ; exceed by 3x for <i>[7 points]</i> . In Rural/Tribal/Small Towns that do not have zoning requirements, build to a minimum net density of 7.5 units per acre for single-family houses; 12 units per acre for multifamily buildings, single and two-story; and 20 units per acre for multifamily buildings greater than two stories. <i>[5 points]</i>
Yes	M	2.5 Proximity to Services and Community Resources <i>(Mandatory for New Construction)</i> Locate the project within a 0.5-mile walk distance of at least four, or a 1-mile walk distance of at least seven, of the listed services. For projects that qualify as Rural/Tribal/Small Town, locate the project within 5 miles of at least four of the listed services.
Yes	M	2.6 Preservation of and Access to Open Space for Rural/Tribal/Small Town

	NA	6 max	<i>(Mandatory for New Construction Rural/Tribal/Small Town)</i> Option 1: Locate the project within a 0.25-mile walk distance of dedicated public open space that is a minimum of 0.75 acres; at least 80% of which unpaved. OR Option 2: Set aside a minimum of 10% (minimum of 0.25 acres) of the total project acreage as open and accessible to all residents; at least 80% of which unpaved.
No	No	M	2.7 Preservation of and Access to Open Space Option 1: Locate the project within a 0.25-mile walk distance of dedicated open space that is a minimum of 0.75 acres; at least 80% of which unpaved. OR Option 2: Set aside a percentage of permanent open space for use by all residents; at least 80% of which unpaved. 25% <i>[2 points]</i> ; 35% <i>[4 points]</i> ; 45% + written statement of preservation/ conservation policy <i>[6 points]</i>.
		2	2.8 Access to Transit <i>(Mandatory for New Construction projects that do not qualify as Rural/Tribal/Small Town; Optional for all other project types)</i> Mandatory: New Construction, not Rural/Tribal/Small Town Locate projects within a 0.5-mile walk distance of transit services (bus, rail and/or ferry), constituting at least 45 or more transit rides per weekday, with some type of weekend service. Optional: New Construction, not Rural/Tribal/Small Town Locate the project along dedicated bike trails or lanes (Class I, II, or IV) that lead to high-quality transit services (100 trips per day) within 3 miles. <i>[2 points]</i>
		2, 6, 8	Optional: Rehabilitation, not Rural/Tribal/Small Town Locate projects within a 0.5-mile walk distance of public transit services (bus, rail and/or ferry), constituting at least 45 or more transit rides per weekday, with some type of weekend service. <i>[6 points]</i> Locate the project along dedicated bike trails or lanes (Class I, II, or IV) that lead to high-quality transit services (100 trips per day) within 3 miles. <i>[2 points]</i>
	No	6	Optional: New Construction and Rehabilitation, Rural/Tribal/Small Town Locate the project within 0.5 mile walk distance of public transit services with at least 45 rides per weekday and some weekend service. OR, Install at least two charging stations for electric vehicles. OR, Locate the project with 5 miles of one of the following transit options: 1) vehicle share program; 2) dial-a-ride program; 3) employer vanpool; 4) park-and-ride; 5) public/private regional transportation.
	No	2-8	2.9 Improving Connectivity to the Community Improve access to community amenities through at least one of the options incentivizing biking mobility or improving access to transit.
	No	5 max	2.10 Passive Solar Heating/Cooling Design and build with passive solar design, orientation, and shading that meet the guidelines specified.
	No	6	2.11 Adaptive Reuse of Buildings Rehabilitate and adapt an existing structure that was not previously used as housing. Design the project to adapt, renovate, or reuse at least 50% of the existing structure and envelope.
	No	6	2.12 Access to Fresh, Local Foods Provide residents and staff with access to fresh, local foods through one of the following options: Option 1: Neighborhood Farms and Gardens Option 2: Community-Supported Agriculture Option 3: Proximity to Farmers Market
	No	8	2.13 Advanced Certification: Site Planning, Design and Management Locate building(s) within a community that is certified in LEED for Neighborhood Development, LEED for Cities and Communities, Living Community Challenge, or SITES.
	No	6 max	2.14 Local Economic Development and Community Wealth Creation Demonstrate that local preference for construction employment and subcontractor hiring was part of your bidding process, and how it functioned during construction. OR Demonstrate that you achieved at least 20% local employment. OR Provide physical space for small business, nonprofits, and/or skills and workforce education.
Yes		3	
	No	3	
		M	2.15a Access to Broadband: Broadband Ready <i>(Mandatory for New Construction and Substantial Rehab Projects in Rural/Tribal/Small Town Locations)</i> Incorporate broadband infrastructure so that when broadband service comes to a community, the property can be easily connected. Include a network of mini-ducts or conduit throughout the building, extending from the expected communications access point to each network termination point in the building.
	No	6	2.15b Access to Broadband: Connectivity Ensure all units and common spaces in the property have broadband internet access with at least a speed of 25/3 mbs.

CRITERIA 2 SUBTOTAL
6 of 7 Mandatory Criteria
Optional Points

YES / NO	OPTIONAL POINTS	3. SITE IMPROVEMENT
Yes	M	3.1 Environmental Remediation Determine whether there are any hazardous materials present on the site through one of the four methods listed. Mitigate any contaminants found.
Yes	M	3.2 Minimization of Disturbance during Staging and Construction For sites >1 acre, implement EPA's National Pollutant Discharge Elimination System Stormwater Discharges from Construction Activities guidance, or local requirements, whichever is more stringent. For sites with an area <= 1, follow guidance in full criterion.
Yes	M	3.3 Ecosystem Services/Landscape <i>(Mandatory, if providing landscaping)</i> If providing plantings, all must be native or climate-appropriate (adapted) to the region and appropriate to the site,Â¿s soil and microclimate. Do not introduce any invasive plant species. Plant, seed, or xeriscape all disturbed areas.
Yes	M	3.4 Surface Stormwater Management <i>(Mandatory for New Construction, Mandatory for Substantial and Moderate Rehab projects if land disturbed is >= 5,000 sq.ft.)</i> Treat or retain on-site precipitation equivalent to the 60th percentile precipitation event. Where not feasible due to geotechnical issues, soil conditions, or the size of the site, treat or retain the maximum volume possible.
No	10 max	3.5 Surface Stormwater Management

Yes		M	Through on-site infiltration, evapotranspiration, and rainwater harvesting, retain precipitation volume from 70% precipitation event [6 points], 80% precipitation event [8 points], or 90% precipitation event [10 points].
No		4 or 6	3.6 Efficient Irrigation and Water Reuse <i>(Mandatory, if permanent irrigation is utilized)</i> If irrigation is utilized, install an efficient irrigation system per the requirements listed.
			3.7 Efficient Irrigation and Water Reuse <i>(Optional, if irrigation is utilized)</i> Meet the requirements of Criterion 3.6 AND: Option 1: Install an efficient irrigation system equipped with a WaterSense labeled weather- based irrigation controller (WBIC) OR Option 2: At least 50% of the site's irrigation satisfied by water use from the sources listed.
CRITERIA 3 SUBTOTAL			
5 of 5 Mandatory Criteria			
Optional Points			
0			

4. WATER

Yes		M	4.1 Water-Conserving Fixtures Reduce total indoor water consumption by at least 20% compared to baseline indoor water consumption chart. Any new toilet, showerhead, and/or lavatory faucet must be WaterSense certified. For all single-family homes and all dwelling units in buildings three stories or fewer, the supply pressure may not exceed 60 psi.
No		6 max	4.2 Advanced Water Conservation Reduce total indoor water consumption by at least 30% compared to baseline indoor water consumption chart. Any new toilet, showerhead, and/or lavatory faucet must be WaterSense certified.
Yes		M, 3	4.3 Water Quality Mandatory/Optional: Mandatory for Substantial Rehabs of buildings built before 1986; Optional for all other building types: Replace lead service lines [3 points]
		M	Mandatory: For multifamily buildings with either a cooling tower, a centralized hot water system, or 10+ stories: Develop a Legionella water management program
		8	Optional: Test and remediate as indicated for lead, nitrates, arsenic, and coliform bacteria
No		4	4.4 Monitoring Water Consumption and Leaks Conduct pressure-loss tests and visual inspections to determine if there are leaks; fix leaks. AND Install an advanced water monitoring and leak detection system capable of identifying and shutting water off during anomalous water events. OR Install a device to separately monitor water consumption of each cold branch off the apartment line riser for each dwelling unit or each cold water riser and the domestic hot water cold water feed for each building or each toilet that allows remote monitor readings; common laundry facilities; boiler makeup water; outdoor water consumption; and water consumption in any non- residential space.
No		4	4.5 Efficient Plumbing Layout and Design Store no more than 0.5 gallon of water in any piping/manifold between the fixture and the water heating source or recirculation line. No more than 0.6 gallon of water shall be collected from the fixture before a 10-degree Fahrenheit rise in temperature is observed. Recirculation systems must be demand-initiated.
No		6 max	4.6 Non-Potable Water Reuse Harvest, treat, and reuse rainwater and/or greywater to meet a portion of the project's non-potable water needs: 10% reuse [3 points]; 20% reuse [4 points]; 30% reuse [5 points]; 40% reuse [6 points].
No		8	4.7 Access to Potable Water During Emergencies Provide residents with ready access to potable water in the event of an emergency that disrupts normal access to potable water, including disruptions related to power outages that prevent pumping water to upper floors of multifamily buildings or pumping of water from on-site wells, per one of the three options listed.
CRITERIA 4 SUBTOTAL			
2 of 2 Mandatory Criteria			
Optional Points			
0			

5. OPERATING ENERGY

Yes		M	5.1a Building Performance Standard <i>(Mandatory for New Construction)</i> Certify all buildings with residential units in the project through either ENERGY STAR Multifamily New Construction, ENERGY STAR Manufactured Homes, and/or ENERGY STAR Certified Homes as relevant. AND Provide projected operating energy use intensity and projected operating building emissions intensity.
Yes		M	5.1b Building Performance Standard <i>(Mandatory for Rehab)</i> Provide projected operating energy use intensity and projected operating building emissions intensity. AND Conduct commissioning for compartmentalization, insulation installation, and HVAC systems as indicated. AND one of the following options: - ERI Option: - HERS 80 for each dwelling unit. Exception for some Rehabs built before 1980. - ASHRAE Option: Energy performance of the completed building equivalent to, or better than, ASHRAE 90.1-2013 using an energy model created by a qualified energy services provider according to Appendix G 90.1-2016.
No		12 max	5.2a Moving to Zero Energy: Additional Reductions in Energy Use <i>(Not available for projects using prescriptive path for Criterion 5.1a or for projects following Criterion 5.2b or 5.4.)</i> Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Design and construct a building that is projected to be more efficient than what is required by Criteria 5.1a/b. Achieve HERS score of 5 lower than required by 5.1a/b if following ERI path for compliance OR 5% greater efficiency than required if following ASHRAE path for 5.1a/b compliance [5 points]. Additional 1 point for each additional 2-point decrease in HERS score required by Criteria 5.1a/b if following ERI path for compliance OR for 1% greater efficiency if following ASHRAE path for Criteria 5.1a/b, up to a maximum of 12 optional points.
No		12-15	5.2b Moving to Zero Energy: Near Zero Certification

	No	3-6	[Automatic Qualification for Enterprise Green Communities Certification Plus] <i>(Not available for projects following Criterion 5.2a or 5.4.)</i> Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Certify the project in a program that requires advanced levels of building envelope performance such as DOE ZERH <i>[12 points]</i> and/or PHI Classic or PHIUS+ <i>[15 points]</i>.
	No	8 max	5.3a Moving to Zero Energy: Photovoltaic/Solar Hot Water Ready <i>(Not available for projects following Criterion 5.3b or 5.4.)</i> Orient, design, engineer, wire, and/or plumb the development through the Photovoltaic Ready pathway or Solar Hot Water Ready Pathway to accommodate installation of photovoltaic (PV) or solar hot water system in the future.
	No	4-8	5.3b Moving to Zero Energy: Renewable Energy <i>(Not available for projects following Criterion 5.3a or 5.4.)</i> Install renewable energy source to provide a specified percentage of the project's estimated source energy demand. See full criterion for allowable sources. Option 1: For percentage of total project energy consumption provided by renewable energy. OR Option 2: For percentage of common area meter energy consumption provided by renewable energy.
	No	1-5	
	No	24	5.4 Achieving Zero Energy [Automatic Qualification for Enterprise Green Communities Certification Plus] <i>(Not available for projects following Criterion 5.2a, 5.2b, 5.3a, or 5.3b.)</i> Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Achieve Zero Energy performance through one of the following options: Option 1: Certify each building in the project to DOE Zero Energy Ready Home program or PHI Plus AND Either install renewables and/or procure renewable energy, which in sum will produce as much, or more, energy in a given year than the project is modeled to consume. OR Option 2: Certify each building in the project in a program that requires zero energy performance such as PHIUS+ Source Zero, PHI Plus, PHI Premium, ILFI, Aēs Zero Energy Petal, Zero Carbon Petal, or Living Building Certification.
	No	5 max	5.5a Moving to Zero Carbon: All-Electric Ready <i>(Not available for projects following Criterion 5.5b.)</i> Ensure the project has adequate electric service and has been designed and wired to allow for a seamless switch to electricity as a fuel source in the future for the following uses: space heating <i>[1 point]</i>, space cooling <i>[1 point]</i>, water heating (DHW) <i>[1 point]</i>, clothes dryers <i>[1 point]</i>, equipment for cooking <i>[1 point]</i>.
	15	15	5.5b Moving to Zero Carbon: All Electric <i>(Not available for projects following Criterion 5.5a.)</i> No combustion equipment used as part of the building project; the project is all-electric.
Yes		M	5.6 Sizing of Heating and Cooling Equipment <i>(Mandatory for Substantial and Moderate Rehabs that include replacement of heating and cooling equipment. Not relevant for projects following 5.1a, 5.2b, or 5.4.)</i> Size and select heating and cooling equipment in accordance with ACCA manuals J and S OR In accordance with the ASHRAE Handbook of Fundamentals
Yes		M	5.7 ENERGY STAR Appliances <i>(Mandatory for Substantial and Moderate Rehabs providing appliances. Not relevant for projects following 5.1a, 5.2b, or 5.4.)</i> Install ENERGY STAR clothes washers, dishwashers, and refrigerators. If appliances will not be installed or replaced at this time, specify that at the time of installation or replacement, ENERGY STAR models must be used via Criterion 8.1 and Criterion 8.4.
Yes		M	5.8 Lighting <i>(Mandatory for all lighting within New Construction and Substantial Rehab projects. Mandatory for new lighting in Moderate Rehab projects.)</i> Follow the guidance for high-efficacy permanently installed lighting and other characteristics for recessed light fixtures, lighting controls, lighting power density, and exterior lighting.
No		8	5.9 Resilient Energy Systems: Floodproofing <i>(Not relevant for Rehab projects in Special Flood Hazard Areas)</i> Conduct floodproofing of lower floors, including perimeter floodproofing (barriers/shields). Design and install building systems as specified by the full criterion so that the operation of those systems will not be grossly affected in case of a flood.
No		8	5.10 Resilient Energy Systems: Critical Loads Loads Provide emergency power to serve at least three critical energy loads as described by the full criterion. Option 1: Islandable PV system OR Option 2: Efficient generator
CRITERIA 5 SUBTOTAL			5 of 5 Mandatory Criteria
			Optional Points
			15
6. MATERIALS			
	No	8 max	6.1 Ingredient Transparency for Material Health Install products that have publicly disclosed inventories characterized and screened to 1,000 ppm or better: • 1 point per 5 installed Declare or HPD products from at least three different product categories • 1 point per 2 installed Declare or HPD products in any of these categories: adhesives, sealants, windows • 1 point per each product with third-party verified HPD or third-party verified Declare label • 2 points per each product with third-party verified HPD or third-party verified Declare label in any of these categories: adhesives, sealants, windows
	No	3 max	6.2 Recycled Content and Ingredient Transparency Use building products that feature, and disclose, their recycled content. The building product must make up 75% by weight or cost of a project category for the project and be composed of at least 25% post-consumer recycled content.
	No	8 max	6.3 Chemical Hazard Optimization Install products that have third-party verification of optimization to 100 ppm or better per the options listed within the full criterion.
	Yes	M	6.4 Healthier Material Selection Select all interior paints, coatings, primers, and wallpaper; interior adhesives and sealants; flooring; insulation; and composite wood as specified. Optional points also available.
	No	15 max	
	No	12 max	6.5 Environmentally Responsible Material Selection Select concrete, steel, or insulation with a publicly disclosed EPD <i>[3 points]</i>, install a green or cool roof <i>[3 points]</i>, use reflective paving <i>[3 points]</i>, and/or use FSC certified wood <i>[3 points]</i>. Refer to criterion for specifics.
Yes		M	6.6 Bath, Kitchen, Laundry Surfaces

No Yes Yes Yes No	No	4 max	<i>(Mandatory for New Construction and Substantial Rehab. Moderate Rehabs that do not include work in the shower and tub areas are exempt from the shower and tub enclosure requirement.)</i> Use materials that have durable, cleanable surfaces throughout bathrooms, kitchens, and laundry rooms. Use moisture-resistant backing materials per ASTM # D 6329 or 3273 behind tub/shower enclosures, apart from one-piece fiberglass enclosures which are exempt.
		M	6.7 Regional Materials Use products that were extracted, processed, and manufactured within 500 miles of the project for a minimum of 90%, based on weight or on cost, of the amount of the product category installed. Select any or all of these options (every two compliant materials can qualify for 1 point): - Framing Cladding (e.g. siding, masonry, roofing) - Flooring Concrete/cement and aggregate - Drywall/interior sheathing
		M	6.8 Managing Moisture: Foundations <i>(Mandatory for all New Construction projects and all Rehab projects with either basement and/or crawl space foundations)</i> Install capillary breaks and vapor retarders that meet specified criteria appropriate for the foundation type.
		M	6.9 Managing Moisture: Roofing and Wall Systems <i>(Mandatory for all Rehab projects that include deficiencies in or include replacing particular assemblies called out below. New Construction projects are considered compliant per Criterion 5.1.)</i> Provide water drainage away from walls, window, and roofs by implementing the list of techniques.
		6 max	6.10 Construction Waste Management (6 max) Develop and implement a waste management plan that reduces non-hazardous construction and demolition waste through recycling, salvaging, or diversion strategies through one of the three options. Achieve optional points by going above and beyond the requirement.
No	No	2	6.11 Recycling Storage For projects with municipal recycling infrastructure and/or haulers, provide separate bins for the collection of trash and recycling for each dwelling unit and all shared community rooms. OR For projects without that infrastructure, advocate to the local waste hauler or municipality for regular collection of recyclables.
		0	CRITERIA 6 SUBTOTAL 5 of 5 Mandatory Criteria Optional Points

YES / NO		OPTIONAL POINTS	7. HEALTHY LIVING ENVIRONMENT	
Yes		M	7.1 Radon Mitigation <i>(Mandatory for New Construction and Substantial Rehab)</i> For New Construction in EPA Zone 1 areas, install passive radon-resistant features below the slab and a vertical vent pipe with junction box within 10 feet of an electrical outlet in case an active system should prove necessary in the future. For Substantial Rehab projects in EPA Zone 1, test before and after the retrofit and mitigate per the specified protocols.	
Yes		M	7.2 Reduce Lead Hazards in Pre-1978 Buildings <i>(Mandatory for Substantial Rehab of Buildings Constructed Before 1978)</i> Conduct lead risk assessment or inspection to identify lead hazards. Control identified lead hazards using lead abatement or interim controls, using lead-safe work practices that minimize and contain dust.	
Yes		M	7.3 Combustion Equipment For New Construction and Rehab projects: Specify power-vented or direct-vent equipment when installing any new combustion appliance for space or water heating that will be located within the conditioned space. If there are any combustion appliances within the conditioned space, install one hard-wired carbon monoxide (CO) alarm with battery backup function for each sleeping zone, placed per National Fire Protection Association (NFPA) 72. For Rehabs: If there is any combustion equipment located within the conditioned space for space or water heating that is not power-vented or direct-vent and that is not scheduled for replacement, conduct combustion safety testing prior to and after the retrofit; remediate as indicated.	
Yes		M	7.4 Garage Isolation - Provide a continuous air barrier between the conditioned space and any garage space to prevent the migration of any contaminants into the living space. Visually inspect common walls and ceilings between attached garages and living spaces to ensure that they are air-sealed before insulation is installed. - Do not install ductwork or air handling equipment for the conditioned space in a garage. - Fix all connecting doors between conditioned space and garage with gaskets or make airtight. - Install one hard-wired CO alarm with battery backup function for each sleeping zone of the project, placed per NFPA 72 unless the garage is mechanically ventilated or an open parking structure.	
Yes		M	7.5 Integrated Pest Management Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate nontoxic sealing methods to prevent pest entry.	
Yes	10	M	7.6 Smoke-Free Policy <i>(Mandatory and Optional)</i> Mandatory: Implement and enforce a smoke-free policy in all common areas and within a 25-foot perimeter around the exterior of all residential buildings. Lease language must prohibit smoking in these locations and provide a graduated enforcement policy. Make the smoke-free policy readily available.	
Yes	No	10	10	Optional: Expand the policy above to include all indoor spaces in the property.
Yes	No	M	7.7 Ventilation <i>(Mandatory for New Construction and Substantial Rehab; Optional for Moderate Rehab)</i> For each dwelling unit in full accordance with ASHRAE 62.2-2010, install: - A local mechanical exhaust system in each bathroom <i>[3 points if Moderate Rehab]</i> - A local mechanical exhaust system in each kitchen <i>[3 points if Moderate Rehab]</i> - A whole-house mechanical ventilation system <i>[3 points if Moderate Rehab]</i> Verify these flow rates are either within +/- 15 CFM or +/- 15% of design value.	
		12 max	For each multifamily building of four or more stories, in full accordance with ASHRAE-162.1-2010, install: - A mechanical ventilation system for all hallways and common spaces <i>[3 points if Moderate Rehab]</i> For all project types, in addition to the above requirements: - All systems and ductwork must be installed per manufacturer's recommendations - All bathroom fans must be ENERGY STAR-labeled and wired for adequate run-time. - If using central ventilation systems with rooftop fans, each fan must be direct-drive and variable-speed with speed controller mounted near the fan. Fans with design CFM 300-2000 must also have an ECM motor.	
No	No	M or 5	7.8 Dehumidification	

No No Yes No 8	3	<i>(Mandatory for properties in Climate Zones 1A, 2A, 3A, and 4A following Criterion 5.2a, 5.2b, or 5.4. Optional for all other properties.)</i> Option 1: Design, select, and install supplemental dehumidification equipment to keep relative humidity OR Option 2: Equip all dwelling units with dedicated space, drain, and electrical hook-ups for permanent supplemental dehumidification systems to be installed if needed and install interior RH monitoring equipment as described.
	3	7.9 Construction Pollution Management Option 1: Earn the EPA Indoor airPlus label OR Option 2: In all dwelling units, seal all heating, cooling, and ventilation return and supply floor ducts and returns throughout construction to prevent construction debris from entering. Flush all dwelling units after completion of construction and prior to occupancy for either 48 hours or with at least 14,000 f3 per ft2 of floor area, then replace all air handling equipment filters.
	8	7.10 Noise Reduction Option 1: Test and demonstrate that noise levels in bedrooms meet 30 dB LAeq (continuous) and 45 dB LMax, (single sound). OR Option 2: Provide a noise abatement plan specific to the site covering general noise mitigation techniques in accordance with 24 CFR 51B. OR Option 3: Ensure all exterior wall and party wall penetrations are sealed with acoustical sealant, all party walls and floor/ceiling assemblies have an STC rating of at least 55, and exterior windows and doors in projects near a significant exterior noise source have an STC rating of at least 35
	8	7.11 Active Design: Promoting Physical Activity <i>(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)</i> Option 1: Encouraging Everyday Stair Usage (buildings that include stairs as the only means to travel from one floor to another are not eligible for this option.) Provide a staircase that is accessible and visible from the main lobby and is visible within a 25-foot walking distance from any point in the lobby per the specifications listed. Place point-of-decision signage. OR Option 2: Activity Spaces. Provide on-site dedicated recreation space with exercise or play opportunities for adults and/or children that is open and accessible to all residents; see criterion for specifics.
	8	7.12 Beyond ADA: Universal Design <i>(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)</i> Select and implement at least one of the Options with at least three different strategies in at least 75% units. Option 1: Create welcoming and accessible spaces that encourage equitable use and social connections. Option 2: Create spaces that are easy and intuitive to use and navigate. Option 3: Promote safety and create spaces that allow for human error. Option 4: Create spaces that can be accessed and used with minimal physical effort. Option 5: Create spaces with the appropriate size and space to allow for use, whatever the user's form of mobility, size, or posture.
	8	7.13 Healing-Centered Design <i>(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)</i> Select and implement at least two of the Options with at least two different strategies listed in at least 75% units. Option 1: Provide an environment that promotes feelings of real and perceived safety. Option 2: Create flexible spaces that allow for personalization and/or manipulation to meet individual and community needs. Option 3: Connect residents and staff to a living landscape and the natural environment. Option 4: Utilize art and culture in project design and programming and promote social connectedness.
	18	CRITERIA 7 SUBTOTAL 7 of 8 Mandatory Criteria Optional Points
YES / NO	OPTIONAL POINTS	8. OPERATIONS, MAINTENANCE + RESIDENT ENGAGEMENT
Yes	M	8.1 Building Operations & Maintenance Manual and Plan <i>(For all Multifamily projects)</i> Develop a manual with thorough building operations and maintenance (O&M) guidance and a complementary plan. The manual and plan should be developed over the course of the project design, development, and construction stages, and should include sections/chapters addressing the list of topics.
Yes	M	8.2 Emergency Management Manual <i>(For all Multifamily projects)</i> Provide a manual on emergency operations targeted toward operations and maintenance staff and other building-level personnel. The manual should address responses to various types of emergencies, leading with those that have the greatest probability of negatively affecting the project. The manual should provide guidance as to how to sustain the delivery of adequate housing throughout an emergency and cover a range of topics, including but not limited to: • communication plans for staff and residents • useful contact information for public utility and other service providers • infrastructure and building, "shutdown" procedures • plan for regular testing of backup energy systems, if these exist
Yes	M	8.3 Resident Manual Provide a guide for homeowners and renters that explains the intent, benefits, use, and maintenance of their home's green features and practices. The Resident Manual should encourage green and healthy activities per the list of topics.
Yes	M	8.4 Walk-Throughs and Orientations to Property Operation Provide a comprehensive walk-through and orientation for all residents, property manager(s), and buildings operations staff.
Yes	M	8.5 Energy and Water Data Collection and Monitoring For rental properties, upload project energy and water performance data in an online utility benchmarking platform annually for at least five years from time of construction completion per one of the four methods provided; grant Enterprise view access for that period. For owner-occupied units, collect and monitor utility data in a manner that allows for easy access and review.
	0	CRITERIA 8 SUBTOTAL 5 of 5 Mandatory Criteria Optional Points
		TOTAL 39 of 35 Mandatory Criteria 40 Optional Points

EXHIBIT 7
Summary of LIHTC Contracts

DRAFT

Exhibit 7

Summary of LIHTC Contracts

Phase 2

- 2026 Federal Low-Income Housing Tax Credit Reservation Agreement, January 27, 2026

This Agreement states that Owner will lease all 70 units of the Amasa Arroyo Apartments Project (which is a scatter site development across this Project site and another site in unincorporated Grand County to the following rent limits):

	<u>Units</u>	<u>Rents</u>	<u>Income</u>
5	4 bedroom, 2 bath units	50% of area median income	55% of area median income
7	3 bedroom, 1 bath units	50% of area median income	55% of area median income
1	2 bedroom, 1 bath unit	50% of area median income	55% of area median income
1	1 bedroom, 1 bath unit	50% of area median income	55% of area median income
1	4 bedroom, 2 bath unit	45% of area median income	50% of area median income
6	3 bedroom, 1 bath units	45% of area median income	50% of area median income
22	2 bedroom, 1 bath units	45% of area median income	50% of area median income
13	1 bedroom, 1 bath units	45% of area median income	50% of area median income
1	4 bedroom, 2 bath unit	39% of area median income	44% of area median income
1	3 bedroom, 1 bath unit	39% of area median income	44% of area median income
7	2 bedroom, 1 bath units	39% of area median income	44% of area median income
5	1 bedroom, 1 bath units	25% of area median income	30% of area median income

EXHIBIT 8

Required Private Infrastructure

New Construction (1 Residential Building)

- **Sewer:** New sewer lines to support new construction building.
- **Water:** New water lines to support new construction building.
- **Electrical:** New underground electrical lines and one transformer to support new construction building.
- **Storm Drain:** New storm drain piping to connect to city lines along Kane Creek to support new residential building and its parking area.
- **Access:** New parking stall area (10 stalls).

Rehab (5 Buildings)

- **Sewer:** Use existing lift station and sewer lines already constructed for rehab building.
 - **Water:** Use existing infrastructure already constructed for rehab buildings. Install new water lines to route around Phase 2 new construction.
 - **Electrical:** Upgrade electrical panel and transformer (from RMP); use existing connections already constructed for rehab buildings.
 - **Storm Drain:** Use existing infrastructure.
 - **Access:** Use existing infrastructure.
-
-
-
-

Shared Items

- One garbage collection area.

EXHIBIT 9
Summary of MMC Exceptions And Waivers

- Section 3.2.1 – “Front yard setbacks for the Project shall be five (5) feet to accommodate the extrusion of the open staircase for the new eight (8) -plex building to be constructed for the Project.”
- **Section 5 – “LIHTC Requirements and Waiver of City AEH Requirements.** Developer agrees to: (i) comply with the terms of its LIHTC contracts, the applicable terms and conditions of which are summarized in **Exhibit 7**; (ii) execute and record LURAs against the Property that comply with its LIHTC contracts and all applicable laws; and (iii) comply with each LURA it executes and records against the Property. In light of Developer’s commitments under this Section, the City waives the requirements of Chapter 17.64 of the MMC regarding Active Employee Households (“**AEH**”) as applied to the project.”

42621848v4



TITLE: Consideration of an Agreement to Authorize the C-PACE Program

DISPOSITION: Discussion and possible action

PRESENTER/S: Alex “Val” Veilleux

ATTACHMENT/S:

1. Resolution No. 14-2026
2. C-PACE Professional Services Agreement

RECOMMENDED MOTION/S: I move to adopt Resolution No. 14-2026, A Resolution of the Moab City Council Opting into and Authorizing Participation in the Utah C-PACE Program to Facilitate and Finance C-PACE Projects and Approving and Authorizing an Agreement with Sustainable Real Estate Solutions, Inc. to Administer the City’s C-PACE Program

OTHER OPTIONS:

1. Continue the item with direction to staff as to additional information needed; or
2. Decline to approve the agreement.

SUMMARY:

Commercial Property Assessed Clean Energy (C-PACE) gives commercial property owners and developers access to private financing for eligible improvements to buildings without upfront costs. It can help fill financing gaps while supporting energy, land, and water efficiency. A voluntary assessment and lien on the participating property secure the financing, so C-PACE is available only when the local government with authority to levy the lien authorizes the program.

The Moab City Council authorized participation in C-PACE through an agreement with the Utah Office of Energy Development (OED) in 2018. A few projects used C-PACE financing under the original resolution. OED has since restructured C-PACE with Sustainable Real Estate Solutions (SRS) serving as the administrator. Resolution 14-2026 would renew the City’s participation and authorize a five-year agreement with SRS to manage applications, financing coordination, and administration, while coordinating with the City to record and assign assessment liens.

The City does not provide or guarantee the financing, nor does the City take on debt or liability. SRS receives its administration fee directly from the financed projects. The primary risk to the City comes from the legal administration of the assessment lien, which is subject to penalties and procedures similar to those of delinquent property taxes. The agreement reduces this exposure through SRS indemnification and insurance requirements.

RELEVANT LAWS, STUDIES & PLANS:



MOAB CITY COUNCIL AGENDA

September 8, 2026

Utah Code Title 11, Chapter 42a; Resolution 31-2018; City of Moab General Plan Goal 6: Energy and Resource Conservation Policy 1; 2023 Sustainability Action Plan — Goal C: Increase Commercial and Institutional Energy Efficiency and Strategy E-1

RESPONSIBLE DEPARTMENT:

Administration: Strategic Initiatives; Community Development

FINANCIAL IMPACT:

Projects proposed through the program will involve City staff or legal review. No direct funding comes from the City. The developer would compensate SRS through a 3% fee on financed projects, which is capped at \$90,000 per the agreement.

MOAB CITY COUNCIL

RESOLUTION NO. 14-2026

**A RESOLUTION OF THE MOAB CITY COUNCIL OPTING INTO AND
AUTHORIZING PARTICIPATION IN THE UTAH C-PACE PROGRAM TO
FACILITATE AND FINANCE C-PACE PROJECTS AND APPROVING AND
AUTHORIZING AN AGREEMENT WITH SUSTAINABLE REAL ESTATE
SOLUTIONS, INC. TO ADMINISTER THE CITY’S C-PACE PROGRAM**

WHEREAS, the City of Moab (“**Moab**” or the “**City**”) is a municipality and political subdivision of the State of Utah; and

WHEREAS, the Moab City Council (the “**Council**”) desires to promote energy efficiency, water efficiency, and renewable energy improvements to commercial and industrial buildings; and

WHEREAS, the Utah Legislature passed the Commercial Property Assessed Clean Energy (“**C-PACE**”) Act, Title 11, Chapter 42a, Utah Code Annotated 1953, as amended (the “**Act**”), to authorize local entities such as Moab to establish a C-PACE program; and

WHEREAS, C-PACE is a nonpublic financing tool that helps new and existing buildings offset the cost of financing for energy efficiency, water efficiency, and resiliency seismic improvements; and

WHEREAS, to participate in the C-PACE Program, the Council must adopt an opt-in resolution and enter into a program administration agreement with an entity to administer the C-PACE Program; and

WHEREAS, pursuant to the Act, the Utah Office of Energy Development delegated authority to Sustainable Real Estate Solutions, Inc., to provide program administration support services to the C-PACE program, in accordance with Utah Code §11-42a-106(4)(b), at no cost to those municipalities that opt into the C-PACE Program; and

WHEREAS, the Council finds that participating in the Utah C-PACE Program is in the best interests of the health, safety, and welfare of the residents and businesses of Moab and will generate more economic opportunities for residents, property owners, and commercial businesses; and

WHEREAS, the City Council desires to opt into and participate in the C-PACE Program and to enter into a program administration agreement with Sustainable Real Estate Solutions, Inc. to administer the C-Pace Program within Moab’s jurisdiction.

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

1. Authorization of Moab's Participation in the C-PACE Program: The Council hereby authorizes all the land and properties located within the City's municipal boundaries to participate in the C-PACE Program and declares that this Resolution constitutes the City's opt-in resolution authorizing such participation in accordance with the Act.
2. Authorization of Agreement: The Mayor is authorized to execute an Agreement with Sustainable Real Estate Solutions, Inc. in substantially the same form as the template agreement attached to this Resolution to administer the C-PACE program.
3. Additional Actions: The Mayor and staff are authorized to execute such other agreements and documents and to take such other actions that may be needed for Moab to participate in the C-PACE Program that the Mayor deems necessary and advisable to effectuate the purpose and intent of this Resolution.
4. Voluntary Participation: The C-PACE assessment will only be placed on properties where the owner has requested participation and has signed a written agreement.
5. No Liability to Moab: The assessments authorized under the C-PACE Program shall not create a debt or liability for the City.
6. Effective Date: This Resolution shall take effect upon passage.

APPROVED AND ADOPTED by the Moab City Council on this ____ day of _____ 2026.

CITY OF MOAB

Mayor Joette Langianese

ATTEST:

Sommar Johnson, City Recorder

THIS PROFESSIONAL SERVICES AGREEMENT is between the City of Moab, a Utah City, and SUSTAINABLE REAL ESTATE SOLUTIONS, INC., a Delaware corporation, whose address is 461 Monroe Turnpike #60, Monroe, CT 06468 (“SRS”, and collectively with the City, the “Parties”), and is dated as of the date that the City of Moab Recorder attests the applicable City signature (“Effective Date”).

RECITALS

A. Utah Code Title 11, chapter 42a (the “C-PACE Act”) authorizes the City to create an energy assessment area (“C-PACE Area”) and levy an assessment on a private property to cover the costs of an energy efficiency upgrade, a renewable energy system, or an electric vehicle charging infrastructure.

B. The City may delegate its administrative powers to a third party to administer its C-PACE program in accordance with the C-PACE Act and other relevant codes;

C. The City desires that SRS act as a consultant to assist the City in administering any energy assessment areas that the City may create during the term of the Agreement.

D. SRS, which is under contract with the State of Utah, Office of Energy Development, to provide C-PACE program administration services, is qualified and desires to assist the City in the City’s administration of any energy assessment areas that the City may create during the term of the Agreement.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the Parties agree as follows:

1. Scope of Services: City agrees to engage SRS and SRS agrees to provide its professional and technical services as shown on the Scope of Services attached hereto as **Exhibit A**.

2. Compensation and Method of Payment: SRS’ sole compensation for the Scope of Services it provides under the terms of this Agreement shall be a program administration fee charged against each project that is financed. The fee is set at 3.0 percent of the total amount of C-PACE financing, not to exceed \$90,000 per project. Upon financial closing, the capital provider will send the total fee (3.0 percent of the total amount of C-PACE financing, not to exceed \$90,000) to SRS. SRS acknowledges and agrees that SRS would not be able to participate in C-PACE financing without the City’s cooperation, and therefore the City has no financial obligation to SRS for the services it provides under the terms of this Agreement, whether any or all project(s) do or do not close.

3. Term: This Agreement shall commence on the Effective Date and terminate five years thereafter (“**Term**”), unless terminated earlier by either party. SRS shall perform its services in a timely manner, in accordance with the best professional standards of practice, and in accordance with any schedule in the Scope of Services.

4. Amendments: Any change in this Agreement shall be mutually agreed upon by the City and the SRS and shall be set forth in a written amendment to this Agreement.

5. Subconsultant Agreements: All of the services required hereunder will be performed by SRS or under its supervision and all personnel engaged in providing the services shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

6. City's Obligations: The City shall provide, at no expense to SRS, such books, maps, records, plans, reports, statistics or other data or information, that are existing, as may be reasonably required by SRS to perform the tasks or services. The City makes no representation that such information will be provided or that review of any information submitted by SRS to the City will be made within any given timeframe. City shall not be liable in any manner whatsoever for any loss or damage of any kind incurred by SRS related to the City's review of any information submitted to or requested from the City.

7. Assignment: SRS shall not assign any obligation under this Agreement without City's written consent, which may be withheld in City's sole discretion.

8. Discrimination: SRS shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin.

9. Ownership of Materials: All materials and other documentation prepared for public consumption pursuant to this Agreement (whether completed or uncompleted, or draft or final) shall become the property of the City upon expiration of the Term. The City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. Credits for work prepared by SRS shall be included with all documents issued by the City. SRS retains the right to duplicate and retain copies of all reports and other documents it prepared in providing services pursuant to this Agreement.

10. Independent Contractor Relationship: The legal relationship of the SRS to the City with respect to the services required under this Agreement shall be that of an independent contractor and not that of an agent or employee.

11. Notices: All notices under this Agreement shall be sent to the following address:

City: City of Moab
217 E Center Street
Moab, UT 84532
Attention: Michael Black, City Manager

SRS: Sustainable Real Estate Solutions, Inc.
179 Main Street, #61
Monroe, CT 06468
Attention: Brian McCarter, CEO

12. Indemnification: SRS agrees to indemnify, save harmless and defend the City, its

officers and employees, from and against all losses, claims, counterclaims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, costs, and expenses, arising out of SRS's intentionally wrongful, reckless, or negligent performance hereunder. SRS's duty to defend City shall exist regardless of whether City or SRS may ultimately be found to be liable for anyone's negligence or other conduct. If the City's tender of defense, based upon this indemnity provision, is rejected by SRS, and SRS is later found by a court of competent jurisdiction to have been required to indemnify the City, then in addition to any other remedies the City may have, SRS shall pay the City's reasonable costs, expenses and attorney's fees incurred in proving such indemnification, defending itself or enforcing this provision. Nothing herein shall be construed to require SRS to indemnify the City against the City's own negligence.

13. Termination: City may terminate this Agreement at any time, for any reason, by providing SRS at least thirty days (30) business days written notice of its intent to terminate the Agreement. In such event, all finished or unfinished documents, data, studies, and reports prepared by SRS or SRS's subconsultants under this Agreement shall, at the option of the City, be delivered to City within three (3) days after the effective date of termination. Notwithstanding the above, SRS shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by SRS, and the City may withhold any payments, if any, otherwise due to the SRS until such time as the exact amount of damages due to the City from SRS is determined.

14. Compliance with laws and regulations: SRS shall obey all laws, ordinances, regulations and rules of the federal, state, county and municipal governments that may be applicable to its operations. Said laws include, but are not limited to, equal employment opportunity laws (including without limitation, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act of 1967), the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, the Utah Immigration Accountability and Enforcement Act, and all applicable building codes. Any violation of applicable law shall constitute a breach of this Agreement and SRS shall hold the City harmless from any and all liability arising out of, or in connection with, said violations including any attorneys' fees and costs incurred by the City as a result of such violation.

15. Standard of Care: All services provided by SRS and SRS's subconsultants hereunder shall be performed in accordance with the professional standards of licensed professionals of their respective disciplines experienced, competent and specializing in the services being provided to the project (whether licensed and/or practicing in the jurisdiction where the project is located or elsewhere).

16. Insurance: SRS, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

a. Worker's compensation and employer's liability insurance sufficient to cover all of SRS's employees under Utah law. In the event SRS subcontracts any work under this Agreement, SRS shall require its subcontractor(s) similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

b. Commercial general liability (“CGL”) insurance with a policy endorsement naming City as an additional insured on a primary and non-contributory basis in comparison to all other insurance including the City’s own policy or policies of insurance, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate. The policy shall include contractual liability insurance for the indemnity provided under this Agreement. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect the City, SRS, and any subcontractor from claims for damages for bodily injury, including accidental death, and property damage that may arise from SRS’s operations under this Agreement, whether performed by SRS itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and products-completed operations.

c. Professional liability insurance in the minimum amount of \$1,000,000 per claim made with a \$1,000,000 annual aggregate limit.

d. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause for “tail coverage.”

e. All policies of insurance provided shall be issued by insurance companies licensed to do business in the State of Utah and either (i) currently rated A- or better by A.M. Best Company or (ii) listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570)*, as amended.

f. SRS shall, upon the City’s request, furnish certificates of insurance, acceptable to the City, verifying the foregoing matters concurrent with the execution hereof, at each renewal, and thereafter as required.

17. Jurisdiction: This Agreement and all transactions contemplated hereunder shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

18. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the Parties hereto relating to the subject matter of this Agreement and supersedes any previous understandings, commitments, proposals, or agreements whether oral or written.

19. Representation Regarding Ethical Standards: SRS represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee,

other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance.

20. Counterparts: This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

21. Electronic Signatures: Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system, such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

(Signatures Begin on Following Page)

IN WITNESS WHEREFORE, the parties are signing this Agreement as of the Effective Date.

CITY:

CITY OF MOAB, a Utah municipality

Joette Langianese, Mayor

Date: _____

ATTEST & COUNTERSIGN:

Sommar Johnson, City Recorder

Date: _____

APPROVED AS TO FORM:

Nathan Bracken, City Attorney

Date: _____

SRS:

SUSTAINABLE REAL ESTATE SOLUTIONS,
INC., a Delaware Corporation

By: _____

Brian McCarter, CEO

Date: _____

**EXHIBIT A
TO
CONSULTING SERVICES AGREEMENT**

(Scope of Services)

The SRS shall perform the following services as requested by City:

Section 1 – Services Provided by SRS.

1.1 SRS will provide the following services for the City:

- a) Program Administration Services,
- b) Financial Services, and
- c) Education and Outreach Services.

1.2 SRS Program Administration Services include the following:

- a) Managing all aspects of C-PACE project pre-applications and applications, including verification of project eligibility against statute.
- b) Coordinating communication between the City and program participants, and tracking progress of projects through origination, development, and finance agreement execution.
- c) Educating property owners and mortgage holders about C-PACE mortgage holder consent; disseminating the mortgage holder consent agreement to C-PACE stakeholders; meeting with mortgage holders; and tracking mortgage holder consent agreements through to execution.
- d) Managing all aspects of the C-PACE contractor and capital provider communications.
- e) Coordinating with City to facilitate City activities such as recording energy assessment liens and assigning such liens to project capital providers.
- f) Maintaining C-PACE Area template agreements and forms.

1.3 SRS Financial Services include the following:

- a) All financial services for the C-PACE Area.
- b) Conducting financial services in a transparent manner, which include periodic reporting and providing the City with access to all program materials.
- c) Mitigating potential conflicts of interest and ensuring competition within the City's C-PACE program to keep project financing competitive in an open market structure.
- d) Working with capital providers to collect applicable program administration fees.
- e) Advising the City and C-PACE stakeholders on national C-PACE best

practices and Utah statute throughout the project lifecycle and financing decision points.

1.4 SRS Education and Outreach Services include the following:

- a) Periodic outreach events for C-PACE stakeholders (i.e., contractors, building owners and capital providers) to realize new C-PACE projects and ensure that C-PACE stakeholders have relevant program information.
- b) Maintaining C-PACE Area templates, forms, and agreements.
- c) Responding to inquiries about C-PACE Areas.
- d) Developing case studies and success stories of completed C-PACE projects.
- e) All Education and Outreach Services shall be based on C-PACE best practices and be in accordance with Utah statute.



MOAB CITY COUNCIL AGENDA

September 8th, 2026

TITLE: Consideration of agreement with Pacific Fitness Corp, LLC for MRAC fitness equipment purchase in the amount of \$154,236

DISPOSITION: Discussion and possible action.

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

ATTACHMENT/S: Attachment 1 - Bid for equipment purchase , Attachment 2 - Pacific Fitness Corp, LLC Utah State Contract

STAFF RECOMMENDATION: Staff recommend purchase agreement with Pacific Fitness Corp, LLC for MRAC fitness equipment phase 2 in the amount of \$154,236

SUMMARY:

The City of Moab has worked with Pacific Fitness Corp to secure a bid to upgrade the remaining original fitness equipment at the Moab Recreation & Aquatic Center utilizing their Utah State Contract. Phase 1 of the equipment replacement through Pacific Fitness in 2024 has shown a high quality product at competitive pricing that has received overwhelmingly positive feedback from MRAC patrons. The remaining original equipment is near or at its usable lifespan.

Parks, Recreation & Trails and Grants staff have reviewed the bid and determined it to be fair and reasonable. Staff recommend the purchase of phase 2 of the MRAC fitness equipment.

Proposed Motion: “I move to approve the purchase of phase 2 MRAC fitness equipment utilizing Pacific Fitness Corp, LLC state contract in the amount of \$154,236 and authorize the Mayor to sign the agreement.”

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

RESPONSIBLE DEPARTMENT: Parks, Recreation & Trails

FINANCIAL IMPACT: Funding for this project comes from the RAP Tax fund, 22640525.

Date	Proposal #
8/28/2026	58552
Prepared By:	
Erick Anderson eanderson@pac-fit.com (801) 633-1790	

Remit To:
Pacific Fitness Products LLC
12326 Beverly Park Rd #101
Lynnwood WA 98087-1506
425.338.2008, Fax 425.338.3538
orders@pac-fit.com

1 of 6

Bill To			Ship To	
Moab Recreation and Aquatic Center 374 N Park Ave Moab UT 84532 United States			Moab Recreation and Aquatic Center 374 N Park Ave Moab UT 84532 United States	
Order Primary Contact			On-Site Point of Contact	
Pat Trim (435) 259-8226 ptrim@moabcity.org			Pat Trim (435) 259-8226 ptrim@moabcity.org	
Proposal Expires	Terms	PO #	Ship Method	Delivery Date
9/27/2026	Net 30		Fit Pro Fitness	11/30/2026

Qty	Item	Description	List Price	Our Price	Amount
		State Vendor Contract, MA4127, Pacific Fitness Products, LLC			
		CARDIO			
2	EPRCEFX-835-P31-BG	Precor Experience 835 Elliptical. Moving arms, Converging CrossRamp® Adjustable Between 10 and 35 Degrees w/ P31 Console w/ Advanced LED Display, Black Pearl Frame	10,365.00	7,256.00	14,512.00
2	Assembly & Set-Up	Assembly and Set-Up Charges		225.00	450.00
1	EPRCUBK-835-P31-BG	Precor Experience 835 Upright Cycle w/ P31 Console w/ Advanced LED Display, Black Pearl Frame	5,150.00	3,605.00	3,605.00
1	Assembly & Set-Up	Assembly and Set-Up Charges		195.00	195.00
2	EPRCRBK-835-P31-BG	Precor Experience 835 Recumbent Cycle w/ P31 Console w/ Advanced LED Display, Black Pearl Frame	5,540.00	3,878.00	7,756.00
2	Assembly & Set-Up	Assembly and Set-Up Charges		195.00	390.00
2	EPRCSCL-835-P31-BG	Precor Experience 835 Revolving Stair Climber w/ P31 Console w/ Advanced LED Display, Black Pearl Frame	10,910.00	7,637.00	15,274.00
2	Assembly & Set-Up	Assembly and Set-Up Charges		275.00	550.00
1	ECNConcept2-RowErg14	Concept2 Standard 14" RowErg with PM5 (black only)	1,195.00	990.00	990.00
1	Assembly & Set-Up	Assembly and Set-Up Charges		125.00	125.00
		WEIGHT EQUIPMENT			
1	EPIC-R-515RSL-BP	Precor Resolute Selectorized Converging Shoulder Press Model 515, Black Pearl frame	6,195.00	4,646.00	4,646.00
1	EPIC-R-414RSL-BP	Precor Resolute Selectorized Converging Chest Press Model 414, Black Pearl Frame	6,565.00	4,924.00	4,924.00
1	EPIC-R-204RSL-BP	Precor Resolute Selectorized Bicep Curl Model 204, Black Pearl Frame	5,580.00	4,185.00	4,185.00
1	EPIC-R-505RSL-BP	Precor Resolute Selectorized Rear Delt/Pec Fly Model 505, Black Pearl Frame	6,135.00	4,601.00	4,601.00
1	EPIC-R-605RSL-BP	Precor Resolute Selectorized Leg Extension Model 605, Black Pearl Frame	6,320.00	4,740.00	4,740.00
1	EPIC-R-619RSL-BP	Precor Resolute Selectorized Seated Leg Curl Model 619, Black Pearl Frame	6,435.00	4,826.00	4,826.00
1	EPIC-R-602RSL-BP	Precor Resolute Selectorized Leg Press Model 602, Black Pearl Frame	8,505.00	6,379.00	6,379.00

Date	Proposal #
8/28/2026	58552
Prepared By:	
Erick Anderson eanderson@pac-fit.com (801) 633-1790	

Remit To:
Pacific Fitness Products LLC
12326 Beverly Park Rd #101
Lynnwood WA 98087-1506
425.338.2008, Fax 425.338.3538
orders@pac-fit.com

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Qty	Item	Description	List Price	Our Price	Amount
1	EPIC-R-626RSL-BP	Precor Resolute Selectorized Inner /Outer Thigh Model 626, Black Pearl Frame	6,425.00	4,819.00	4,819.00
1	EPICW320RMS-BP	Precor DipChin Assist w/Black Upholstery, BP Frame. (Unless adding to modular, also order Tower EPICW901RMS-BP)	5,175.00	3,881.00	3,881.00
1	EPICW901RMS-BP	Precor Single Tower, BP Frame	1,225.00	919.00	919.00
9	Assembly & Set-Up	Assembly and Set-Up Charges Components that make up three stack modular unit next to the wall.		325.00	2,925.00
1	EPICW904RMS-BP	Precor Quad Tower, BP Frame	1,820.00	1,365.00	1,365.00
1	EPICW302RMS-BP	Precor Low Row w/Black Upholstery, BP Frame (Unless adding to modular, also order RMS901 Tower)	3,815.00	2,861.00	2,861.00
1	EPICW304RMS-BP	Precor 304 Lat Pulldown w/Black Upholstery, BP Frame. (Unless adding to modular, also order RMS901 Tower)	3,355.00	2,516.00	2,516.00
1	EPICW212RMS-BP	Precor Triceps Pushdown, BP Frame (Unless adding to modular, also order RMS901 Tower and RMS902 stability arms)	2,320.00	1,740.00	1,740.00
1	EPICW801RMS-BP	Precor Blank Cover, BP Frame	490.00	368.00	368.00
1	Assembly & Set-Up	Assembly and Set-Up Charges		1,000.00	1,000.00
1	EPICW915RUD-BP	Precor Resolute Dual Adjustable Pulley. BP Frame (2) 400lb Weight Stacks Incl Accessories: Triceps Pulldown Rope, Triceps V-Handle, Short Rotating Straight Bar, Long Dual Attachment Straight Bar, Rotating EZ Curl Bar, Nylon D-Handles (pair), Ankle Straps (pair), Waist Belt	8,640.00	6,480.00	6,480.00
1	Assembly & Set-Up	Assembly and Set-Up Charges		500.00	500.00
1	EPIC-D-312DBR-BP	Precor Discovery Back Extension Model 312, Black Pearl Frame	1,440.00	1,080.00	1,080.00
1	Assembly & Set-Up	Assembly and Set-Up Charges		115.00	115.00
1	EPIC-D-202DBR-BP	Precor Discovery Preacher Curl Bench Model 202, Black Pearl Frame	1,315.00	986.00	986.00
1	Assembly & Set-Up	Assembly and Set-Up Charges		115.00	115.00
1	EPIC-D-113DBR-BP	Precor Discovery Adjustable Decline Bench Model 113. Black Pearl Frame	1,380.00	1,035.00	1,035.00
1	Assembly & Set-Up	Assembly and Set-Up Charges		100.00	100.00
1	ET-TOZ-47B	Troy International Style EZ Curl Bar Black CABLE ATTACHMENTS	154.42	116.00	116.00
1	ET-TLB-48S	Troy Cable Attachment: 48" high quality Lat Bar w/forged swivel.	69.26	52.00	52.00
1	ET-TPLB-34S	Troy Cable Attachment: 34" straight Pro-Style Lat Bar w/forged swivel. Solid w/ERGO Handle.	83.80	63.00	63.00

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Qty	Item	Description	List Price	Our Price	Amount
1	ET-TCB-28S	Troy 28" Multi Purpose "Deluxe" Curl Bar w/Forged Swivel. (Cable Attachment)	50.62	38.00	38.00
1	ET-TDSH	Troy Cable Attachment - Double Stirrup Handle	54.58	41.00	41.00
1	ET-GTVB	Troy Cable Attachment Triceps Press Down V Bar - solid	28.42	22.00	22.00
1	ET-VTR-36	Troy VTX Triceps Rope	26.08	20.00	20.00
1	ET-GCCH	Troy Cable Attachment Single cable grip - solid new ERGO handle	23.22	17.00	17.00
1	ETAG-ATT-ANKLE	TAG Fitness Neoprene Ankle Strap	10.50	8.00	8.00
1	EPIC-D-GPL0612-BP	Precor Discovery Hip Thrust Elite. Black Pearl Frame w/Black Uph.	5,840.00	4,380.00	4,380.00
4	ET-GO-025R	Troy 25 LB Rubber Encased Grip Plate	90.60	68.00	272.00
2	ET-GO-045R	Troy 45 LB Rubber Encased Grip Plate	163.06	123.00	246.00
4	ET-GO-010R	Troy 10 LB Rubber Encased Grip Plate (Does NOT Have Grips)	36.26	27.00	108.00
1	Assembly & Set-Up	Assembly and Set-Up Charges		450.00	450.00
1	EPIC-D-611DBR-BP	Precor Discovery Half Rack Model 611, Black Pearl Frame	3,145.00	2,359.00	2,359.00
2	EPIC-V-6117VBR	Precor Vitality™ Flat, Incline, Decline Bench Model 6117, Black Pearl Frame	1,035.00	776.00	1,552.00
1	ET-AOB-2000T	Troy The "TROY Power Bar." 7 ft long. 28 mm Bar Shaft. Aggressive Knurling. Bright Zinc Plated. 202,800 PSI 16.50" of Loadable Sleeve Length. Double Snap Ring. Bronze Oil Impregnated Bushing	655.12	491.00	491.00
1	ET-TOZC-1/2G	Troy 2" EZ on Spring Collar w/Grip, pr.	13.70	10.00	10.00
4	ET-GO-002R	Troy 2.5 LB Rubber Encased Grip Plate (Does NOT Have Grips)	9.00	7.00	28.00
4	ET-GO-005R	Troy 5 LB Rubber Encased Grip Plate (Does NOT Have Grips)	18.12	14.00	56.00
4	ET-GO-010R	Troy 10 LB Rubber Encased Grip Plate (Does NOT Have Grips)	36.26	27.00	108.00
2	ET-GO-025R	Troy 25 LB Rubber Encased Grip Plate	90.60	68.00	136.00
2	ET-GO-035R	Troy 35 LB Rubber Encased Grip Plate	126.84	95.00	190.00
6	ET-GO-045R	Troy 45 LB Rubber Encased Grip Plate	163.06	122.00	732.00
1	Assembly & Set-Up	Assembly and Set-Up Charges		600.00	600.00
1	EPIC-D-616DPL-BP	Precor Discovery PL Calf Raise Model 616, Black Pearl Frame	2,040.00	1,530.00	1,530.00
1	Assembly & Set-Up	Assembly and Set-Up Charges		125.00	125.00
1	Assembly & Set-Up	Assembly and Set-Up Charges. Trip charges for total equipment install overall.		2,000.00	2,000.00
11	ESIC-SC3	Stages Indoor Cycle SC3 w/SIC 2 Console. Wireless connection via Bluetooth® and ANT+™	3,740.00	2,618.00	28,798.00
11	Assembly & Set-Up	Assembly and Set-Up Charges, plus transport of 13 trade in Lemond spin bikes to used buyer in SLC.		145.00	1,595.00



Proposal

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Qty	Item	Description	List Price	Our Price	Amount
	Trade In Discount	Trade in Allowance for Preowned Equipment. All equipment must be in working condition to obtain credit. Quantity of 13 used Lemond Elite spin bikes, \$220 each, for credit of \$2,860.		-2,860.00	-2,860.00
Additional Notes:					
Pacific Fitness Products schedules delivery dates 3 weeks in advance. I acknowledge and understand that additional charges may occur due to the lack of readiness, resulting in scheduling conflicts or cancellations. Please refer to the Terms and Conditions documentation for further details. Date: _____ Authorized Signature: _____ Print: _____ Prices reflect payment via check or ACH. Please make checks payable to PACIFIC FITNESS PRODUCTS and remit to the Lynnwood address above. Credit Card payment is accepted at the link.			Total	\$154,236.00	

PACIFIC FITNESS PRODUCTS LLC

STANDARD TERMS & CONDITIONS

1. AGREEMENT: The terms and conditions of sale shall constitute a Sale Agreement between Pacific Fitness Products LLC. (hereinafter referred to as PFP) and Customer for all products and services to be provided by PFP to Customer, and no other terms and conditions and no modifications or amendments thereof shall be binding upon the parties unless consented in writing by PFP. Customer will review and sign a Sales Proposal to initiate orders for products and services; however, any terms and conditions on such form which are in addition to or inconsistent with the terms and conditions of this Agreement shall be deemed to have been stricken for such orders.

2. DELIVERY: PFP will use its best efforts in the ordinary course of its business to effect deliveries as specified; however, in no event shall PFP be liable for any damages, consequential or otherwise, arising from any failure of PFP to meet any delivery date. Unless otherwise requested by Customer, delivery will be made by PFP's Delivery Team or an authorized 3rd Party Delivery Company selected by PFP, or in the case of drop ship orders, a common carrier selected by PFP. Delivery of equipment will take place only if the original sales proposal has been signed by an authorized representative of the Customer. The Customer agrees to accept delivery of goods on a mutually agreed upon date, based on product availability and location readiness. In the event Customer is unable or unwilling to accept installation within the time frame agreed upon above, Customer agrees to arrange to store goods and remit payment as per the terms of this agreement. If PFP is willing to provide assistance in storage of equipment, the same shall be stored at prevailing market rates. PFP will make its best effort to accommodate Customer's needs once a new timetable for delivery is established; however, PFP cannot guarantee reschedule date availability. In no event will PFP be liable for any loss, damage, or expense due to late delivery or damage caused by contracted delivery companies or carriers. Customer's notice of delivery schedule cancellation must be received by PFP no less than three (3) workdays prior to the confirmed delivery date and time.

Detailed Terms of Delivery

Pacific Fitness Products delivery fees include one (1) trip for delivery, installation, product placement, testing, and trash removal.

Entertainment Programming, 1 return trip No Fee - each additional return trip will be \$200.00.

The following utilities: electric, internet, cable, must be functioning at the time of delivery to avoid additional return visits.

Pacific Fitness Products schedules deliveries 3 weeks in advance. If a rescheduled delivery is canceled anytime within the 3-week period before the scheduled date, the next delivery date may be a minimum of 3 weeks from the date of reschedule.

The following additional fees may occur due to lack of readiness if resulting in scheduling conflicts or cancellations.

Late cancellation with less than 3 days' notice for delivery: \$150

If a confirmed scheduled delivery is **canceled the day before or day of, due to lack of facility readiness, there will be additional fees for redelivery and storage of equipment.**

Re-delivery/return visit rates due to lack of readiness start at \$395.

Storage rates after 30 days: \$2.50/per day per pallet.

3. PARTIAL SHIPMENT: PFP reserves the right to make partial shipments of products ordered by Customer as such products become available for shipment and may invoice separately for each shipment. Partial shipment of products shall not relieve Customer from Customer's obligation hereunder to accept shipments of the remainder of the order.

4. RISK OF LOSS: Title and risk of loss shall pass to Customer upon PFP's delivery of the equipment to a common carrier, authorized 3rd party delivery firm, or to Customer.

5. PAYMENT: Unless otherwise indicated, the terms of payment are as they appear on the signed sales proposal and/or sales order documents. PFP reserves the right to require full or partial payment in advance. All invoiced amounts shall be paid within thirty (30) days unless otherwise stated. Past-due amounts bear interest at 1.5% per month or the maximum allowed by law. Customer shall be responsible for all taxes arising out of or related to the provision of products and services ordered, unless proper tax-exempt paperwork is provided.

6. SECURITY INTEREST IN GOODS: Customer grants PFP ("Seller") a purchase-money security interest ("PMSI") in all goods, equipment, and accessories sold or leased by Seller to Customer (the "Collateral"), including proceeds thereof, to secure payment of all obligations, fees, and costs arising under this Agreement.

Default. Customer is in default if it fails to pay any amount when due, breaches this Agreement, or becomes insolvent or subject to bankruptcy proceedings.

Seller's Remedies. Upon default, Seller may, to the extent permitted by law, exercise remedies under the Uniform Commercial Code (UCC), including:

1. Repossessing the Collateral, with or without judicial process;
2. Requiring immediate payment of all outstanding obligations;
3. Selling, leasing, or otherwise disposing of the Collateral in a commercially reasonable manner, and pursuing any deficiency balance; and
4. Seeking any other remedies available at law or in equity.

Customer Cooperation. Customer agrees to execute any documents and take any actions reasonably requested by Seller to perfect, maintain, and enforce Seller's security interest, including filing UCC-1 financing statements.

7. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The exclusive forums for the resolution of any disputes hereunder shall be Washington state courts in the County of Snohomish or federal courts in the State of Washington.

8. RETURNS: New, unused Finished Goods/Product currently sold by PFP may, but only with prior written authorization, be returned. In no case is any equipment to be returned without a proper Return Authorization (RA). RA's must be assigned and approved and can be obtained by contacting your Sales Representative or calling our corporate office at 800-495-2008 (8:00 AM-4:00 PM PT). PFP assumes no responsibility for damage caused by shipping or improper packaging, and all items being returned must be received by PFP in the same condition as when originally shipped/delivered. Items being returned from the Customer's site will be handled by the original delivery company and will be prepaid by the Customer. Each returned item is subject to a 10%-30% restocking fee. Orders canceled after shipment from the vendor to PFP or after production begins for built-to-order product are subject to a 20% restocking fee, plus any costs incurred by PFP as a result of termination.

9. ACCEPTANCE BY CUSTOMER: The products shall be deemed accepted by Customer as of the date of receipt and signed acceptance of the Sales Order documents at the completion of delivery and setup. If within ten (10) days after such date Customer gives PFP written notice that the products are not accepted and specifies in detail the reasons, PFP may, at its sole discretion, proceed to make necessary corrections. Such corrective action is Customer's sole remedy. Upon completion and acceptance of such corrections, the products will be deemed accepted. Customer may not revoke acceptance.

10. WARRANTY: Each product shall have its own Limited Warranty, which is the Customer's sole and exclusive remedy for any breach. PFP makes no warranties, express or implied, with respect to the equipment and expressly disclaims any implied warranty of merchantability and any implied warranty of fitness for purpose. Any warranty obligations are maintained between the original equipment manufacturer and the Customer.

11. ASSUMPTION OF RISK / LIMITATION OF LIABILITY: The Customer and each user of the equipment are solely responsible for proper use thereof. Improper use may result in personal injury. PFP will not be liable for any direct, special, indirect, punitive, or consequential damages (including lost profits) resulting from the use or loss of use of the equipment, even if advised of the possibility of such damage. This includes (a) improper or incomplete installation performed by the Customer, (b) installations compromised after professional installation by PFP, and (c) any misuse of the equipment by the end user. PFP's liability shall not exceed the amount paid by Customer under this Agreement for the relevant equipment or service.

12. FORCE MAJEURE: Delay in or failure to carry out the duties imposed upon either party (except Customer's duty to make invoiced payments) shall not constitute default if such delay results directly or indirectly from events beyond such party's control, including acts of God; acts of any civil or military authority; civil disturbances; war; strikes or other labor disputes; shortages of labor or materials; fire; transportation contingencies; laws, regulations, acts, or orders of any government or agency; or other similar occurrences. Force majeure delays extend the estimated delivery date on a day-by-day basis. If PFP's work is delayed, impeded, or rendered more costly by such events, price may be increased accordingly upon at least thirty (30) days' prior written notice.

13. TERMINATION: Either party may terminate this Agreement at any time on fifteen (15) days' written notice without cause. Upon termination, Customer remains obligated to pay PFP all outstanding invoices as of the date of termination and invoices on all orders in progress.

14. WAIVER: No waiver of any provision or rights shall be effective unless in a written instrument signed by the waiving party. Any such waiver is effective only for the specific instance and purpose stated.

15. SEVERABILITY: No modification is valid unless in writing and signed by PFP. These Terms represent the entire understanding between PFP and Customer and supersede prior discussions. If any provision is held invalid, the remainder shall remain enforceable. Every limitation of liability, warranty disclaimer, and damages exclusion is intended to be separable and enforceable independently.

Contract # MA4127

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Pacific Fitness Products LLC

Name

12326 Beverly Park Road, #101

Address

Lynnwood

WA

98087

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☒ Partnership
☐ Government Agency

Contact Person Erick Anderson Phone #801-633-1790 Email eanderson@pac-fit.com

Vendor #VC0000188251 Commodity Code #53100; 53110; 49220; 49140

2. CONTRACT PORTFOLIO NAME: School Athletics Uniforms Equipment Performance Clothing
3. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: School Athletics Uniforms Equipment Performance Clothing
4. PROCUREMENT: This contract is entered into as a result of the procurement process on Bid#GJ23-24.
5. CONTRACT PERIOD: Effective Date: 8/01/23 Termination Date: 7/31/28 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.
6. Payment: Prompt Payment Discount (if any): N/A.
7. Administrative Fee, as described in the Solicitation and Attachment A: Zero.
8. ATTACHMENT A: State of Utah Standard Terms and Conditions for ☒ Goods ☐ Services, or ☐ IT
 ATTACHMENT B: Scope
 ATTACHMENT C: Price
 ATTACHMENT D: Catalog
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 b. Utah State Procurement Code, Procurement Rules, and Contractor's response to solicitation #GJ23-24.
10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

DocuSigned by:

William Byrne

7/31/2023

Contractor's signature

Date

William Byrne

President

Type or Print Name and Title

STATE

DocuSigned by:

gkj

8/1/2023

Director, Division of Purchasing

Date

Garret Johnston

Division of Purchasing Contact Person

801-957-7135

Telephone Number

Fax Number

gkjohnston@utah.gov

Email

ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GOODS STATE OF UTAH COOPERATIVE CONTRACTS

This is a State of Utah Cooperative Contract ("State Cooperative Contract") for goods meaning all things (including specially manufactured goods) which are tangible and usually movable. This State Cooperative Contract is the result of a cooperative procurement for the benefit of Eligible Users and may be used by Eligible Users.

1. DEFINITIONS: The following terms shall have the meanings set forth below:

- a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible Users shall have the right to identify, during and after this Contract, additional types of categories of information that must be kept confidential under federal and state laws by Contractor.
 - b) **"Contract"** means either: (i) the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference, or (ii) the Solicitation and the Proposal when accepted and signed by the Division. The format of the Contract, as described in the prior sentence, will be at the sole option of the Division. Additionally, the term "Contract" may include any purchase orders issued by the Division that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the Division and Contractor sign.
 - d) **"Contractor"** means the individual or entity delivering the Goods identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
 - f) **"Division"** means the State of Utah Division of Purchasing.
 - g) **"Eligible User(s)"** means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
 - h) **"End User Agreement"** means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - i) **"Goods"** means all types of tangible personal property (commodities), including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract. To the extent this Contract entails delivery or performance of services (including maintenance, installation, or product support), such services will be deemed "Goods" within the meaning of the Utah Uniform Commercial Code when reasonable to do so.
 - j) **"Proposal"** means Contractor's response to the Division's Solicitation.
 - k) **"Solicitation"** means the documents used by the Division to obtain Contractor's Proposal.
 - l) **"State of Utah"** means the State of Utah, in its entirety, including its departments, institutions, agencies, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) **"Subcontractors"** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
 - n) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
- 2. GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract 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.
- 3. LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
- 4. RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.

5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This "Status Verification System" requirement, also referred to as "E-Verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or of the State of Utah, unless disclosure has been made to the Division.
7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the Division, Eligible Users, or the State of Utah. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (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. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Goods ordered prior to date of termination. In no event shall the Division or Eligible Users be liable to the Contractor for compensation for any Good neither requested nor accepted by the Eligible Users. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Division or the Eligible Users for any damages or claims arising under this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the Division, if the Division reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the Divisions or the Eligible User's ability to pay Contractor. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered, the Eligible User will reimburse Contractor for the Goods properly ordered until the effective date of said notice. The Division, the Eligible User, and the State of Utah will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SALES TAX EXEMPTION:** The Goods under this Contract will be paid for from the Eligible User's funds and may be used in the exercise of the Eligible User's essential functions. Upon request, the Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the Eligible User's sales tax exemption number. It also is Contractor's

sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

15. **WARRANTY:** Contractor warrants, represents and conveys full ownership, and clear title, free of all liens and encumbrances to the Goods delivered to the Eligible Users under this Contract. Contractor warrants for a period of one (1) year that: (i) the Goods perform according to all specific claims that Contractor made in its Proposal to the Solicitation; (ii) the Goods are suitable for the ordinary purposes for which such Goods are used; (iii) the Goods are suitable for any special purposes identified in the Proposal and the Solicitation; (iv) the Goods are designed and manufactured in a commercially reasonable manner; (v) the Goods are manufactured and in all other respects create no harm to persons or property; and (vi) the Goods are free of defects. Unless otherwise specified in the Contract, all Goods provided shall be new and unused of the latest model or design.

Remedies available to Eligible Users under this section include, but are not limited to, the following: Contractor will repair or replace Goods (at no charge to the Eligible User) within ten (10) days of any written notification informing Contractor of the Goods not performing as required under this Contract. If the repaired and/or replaced Goods prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the Eligible User may otherwise have under this Contract.

16. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
 - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
 - Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

17. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
18. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions, and prices of this Contract.
19. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
20. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
21. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
22. **DELIVERY:** Time is of the essence for all deliveries made under this Contract. All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to the Eligible User, except as to latent defects, fraud, or Contractor's warranty obligations. Contractor's failure to provide the Goods by the required delivery date is deemed a material breach of this Contract. Contractor shall be responsible for the customary industry standard in packing and shipping the Goods.
23. **REPORTS AND FEES:**
- Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or

online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

2. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.
3. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31
4. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
5. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.
24. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
25. **ACCEPTANCE AND REJECTION:** The Eligible User shall have thirty (30) days after delivery of the Goods to perform an inspection of the Goods to determine whether the Goods conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Goods by the Eligible User.

If Contractor delivers nonconforming Goods, the Eligible User may, at its option and at Contractor's expense: (i) return the Goods for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Goods; or (iii) obtain replacement Goods from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Goods without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Goods. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
26. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Goods to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.
27. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or by a Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Division, the Eligible User, and the State of Utah from all claims and all liability to the Contractor. The Eligible User's payment for the Goods shall not be deemed an acceptance of the Goods and is without prejudice to any and all claims that the Division, Eligible User, or the State of Utah may have against Contractor. The State of Utah, the Division, and the Eligible User will not allow the Contractor to charge end users electronic payment fees of any kind.
28. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible User, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
29. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Goods, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract, shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
30. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:
 1. Contractor has received payment for the Custom Deliverables,

2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.

Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

31. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
32. **REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The Division may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the Division may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division or the State of Utah; or (v) demand a full refund of any payment that an Eligible User has made to Contractor under this Contract for Goods that do not conform to this Contract.
33. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The Division may terminate this Contract after determining such delay will prevent successful performance of this Contract.
34. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the Division and the relevant Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Division, the Eligible User, and the State of Utah, including anyone for whom the Division, the Eligible User, or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
35. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be done in writing.
36. **CONTRACT INFORMATION:** During the duration of this Contract, the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies.
37. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
38. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

39. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
40. **LOCAL WAREHOUSE AND DISTRIBUTION:** If required under the Solicitation, Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice.
41. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division, after consultation with the Eligible User and Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division appoints such an expert or panel, the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); (v) Contractor's terms and conditions that are attached to this Contract, if any; and (vi) Contractor's attachments, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the Division, Eligible Users, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void. Contractor's terms and conditions on its Sales Orders, Invoices, website, etc., will not apply to this Contract.
43. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
44. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the Division's or the Eligible User's right to enforce this Contract with respect to any default of this Contract or defect in the Goods.
45. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this **Contract**, which shall remain in full force and effect.
46. **ENTIRE AGREEMENT:** This Contract 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.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.

(Revision Date: 7/20/2023)

Attachment B - Scope of Work
School Athletic Equipment, Uniforms, Performance Clothing

PURPOSE:

The contract is issued for the benefit of Eligible Users as defined in Attachment A 1(g). Eligible Users may purchase using a best value determination specific to individual project needs. Contractor has the option to provide their products to any Eligible User in the State of Utah that requests to purchase the awarded Contractor's products.

CATEGORY DEFINITIONS:

The below category definitions for each category's items is not exhaustive, and includes similar items not listed.

8) Strength training— Includes free weights (dumbbells, barbells, plates, etc.), machines, benches, stands, bands, etc.

9) Cardio—Includes treadmills, bikes, elliptical, etc.

10) Athletic equipment—Includes sports court/sports floors, mats, ropes, scoreboards, poles, backboards, nets, etc.

ORDERING:

Eligible Users will order product on an as needed basis. The minimum order for this contract is one (1) item.

Eligible Users will order directly from awarded Contractors using a best value determination. Obtaining quotes is not required, but is allowable as a part of an Eligible Users best value determination. Eligible Users do not need the Division of Purchasing to be involved with purchases from these contracts. Eligible Users should submit a scope of work or itemized list with delivery date requirements when requesting a quote or placing an order.

QUOTES:

Quotes shall be itemized, including enough detail to confirm contracted discounts are being applied.

NOTICE TO PROCEED:

Notice to proceed will be in the form of a purchase order from the requesting Eligible User. Do not proceed without a purchase order (unless it is an emergency situation).

INVOICES:

Contractor must identify contracted items listed on the invoice and reference its unique State-issued-contract number on quotes and invoices should a contract award be made. We want an easy audit trail so state auditors can look at an invoice and see which items on the invoice are under contract and which items on the invoice are not under this contract.

A computer-generated copy of the invoice must be provided at time of delivery and shall be itemized, including enough detail to confirm contracted discounts are being applied, showing price before and after applied discount.

PAYMENT:

Payments will be made only for products provided (at bid prices) and will be made only after approval by requesting Eligible User (signing of the invoice). No "draws", prepayments or partial payments will be allowed.

PRICING:

Pricing for this contract will be based on a percentage off the Contractor's public price list/catalog. The percentage off as listed in Attachment C Price Sheet will apply to all category products offered under the published price list. Contractor is required to maintain the catalog list at all times and to provide a copy when requested. All cost/fees must be identified in the Attachment C Price Sheet. Only fees and minimum quantity amounts identified in the Price sheet will be acceptable.

CUSTOMER SERVICE:

Contractor must have one authorized representative that will be available by phone or e-mail at a minimum, during normal business hours Monday through Friday. Representative will respond to inquiries within one (1) business-day.

Representative will handle all concerns related to returns, quality, and ordering.

Representative must be available for an on-site visit within two (2) business-days of request.

SUBCONTRACTORS:

Subcontracting any orders will not be allowed.

RETURNS AND WARRANTY:

Products that fail under normal use as a result of a defect in design, materials, or workmanship shall be replaced free of charge (including labor and shipping/delivery) throughout the minimum warranty period of one year. Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame that is agreed to by the Eligible

User. Poor quality and/or incorrect product should be reported to the Contractor within 10 business days of delivery.

Contractor must pick up any merchandise to be returned within twenty-four (24) hours after the Eligible User notifies the seller of the return. The contractor will issue a credit memo to the Eligible User within seven (7) calendar days of the return.

Return policies shall not conflict with any terms and conditions of this contract.

There will be no return or restocking fees for inaccuracies, ordering errors, quality issues or other discrepancies for which the contractor is responsible. For other routine returns, the standard restocking fee shall not exceed 15% and the Eligible User must be notified, at the time of placement of order, of the potential restocking charge.

RECALLS:

Supplier must ensure all products meet all safety standards and regulations. Supplier also must communicate ALL RECALLS with client immediately.

DELIVERY REQUIREMENTS:

Products shall be delivered as requested on the purchase order.

Per Attachment A, paragraph 22, "all deliveries will be F.O.B. destination with all transportation and handling charges paid for by Contractor". Standard shipping costs are included in the contracted price and standard shipping should not be broken out as a separate line item. Offeror must bear the cost to replace or repair products damaged during transportation and delivery.

In the event of an emergency or rush delivery requested by the Eligible User, the Eligible User may pay for shipping and handling costs as a line item charge. Rush delivery charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the Eligible Users designated destination point and the Contractor's shipping facility as billed by the designated carrier. The State and its agency reserve the right to determine method of rush shipping, i.e. Eligible User's carriers or Contractor's preferred carriers.

In the event of an emergency or rush delivery as a result of a Contractor error, the Contractor will pay for shipping and handling costs. Turnaround time is to be as quick as possible and flexibility/priority must be allowed for the Eligible User needs.

Lead times, delivery dates, and any rush-shipping charges are to be clearly communicated to the Eligible User before orders are placed.

Portfolio: School Athletic Equipment - Uniforms - Performance Clothing
Attachment C: Price

Business Name: Pacific Fitness Products, LLC

8) Strength Training (See ATCH B definition)	
Minimum Percent Discount:	25%

9) Cardio (See ATCH B definition)	
Minimum Percent Discount:	30%

10) Athletic Equipment (See ATCH B definition)	
Minimum Percent Discount:	20%

Manufacturer Website**Pacific Fitness Products, LLC**

3-Jul-23

Manufacturer	Type of Equipment	WebLink
Precor	Cardio and Strength	Precor Commercial Fitness Solutions, Strength & Cardio Equipment
Spirit Fitness	Cardio and Strength	Spirit Fitness - The Spirit of Innovation
Lemond	Indoor Cycles	Lemond Series Exercise Bikes – HOIST Fitness
SciFit	UBE, Cardio	SCIFIT Product Index SCIFIT
Core Health	Cardio and Strength	Core Health & Fitness Your Total Gym Headquarters (corehandf.com)
Concept 2	Cardio	Home of the best-selling RowErg - SkiErg - BikeErg United States (concept2.com)
Assault Fitness	Cardio, HIIT training	Assault Fitness
Echelon Fitness	Cardio, mirror	Echelon Commercial Premier fitness experiences for your facility.
Peloton	Indoor Cycle	Peloton Commercial The power of Peloton, now for your business (onepeloton.com)
Water Rower	Rowers	WATERROWER® NOHRD
Hydrow	Rowers	Hydrow Indoor Rowing Machine Immersive Full-Body Workouts
Keiser	Cardio and Strength	Commercial and Home Fitness Equipment Keiser
Helix Fitness	Cardio later trainers	Helix Lateral Trainer (helixfitness.com)
Dynamic Fitness	Strength, Weights, Accessories	DYNAMIC FITNESS & STRENGTH - Equipment Manufacturer - Eau Claire, WI - (mydynamicfitness.com)
Torque Fitness	Strength, Weights, Accessories	https://commercial.torquefitness.com
Escape Fitness	Strength, Weights, Accessories	Functional Fitness Equipment, Gym Design & Training Solutions. - Escape Fitness USA Escape Fitness
Troy Barbell	Strength, Weights, Accessories	Free Weight Manufacturer Troyfitness – Troy Barbell & Fitness
Tag Fitness	Strength, Weights, Accessories	Home - Tag Fitness
Power Lift	Strength, Weights, Accessories	Weight Room Equipment Sales Power Lift (powerliftusa.com)
Hampton Fitness	Strength, Weights, Accessories	Welcome to a New Era - Hampton Fitness - Innovative Fitness Products
Prism Fitness Group	Fitness Accessories	Home Fitness Equipment - Prism Fitness (prismfitnessgroup.com)
Aeromats	Fitness Accessories	AEROMAT Quality Fitness Products and Accessories – Aeromat/Ecowise (aeromats.com)
Inspire Fitness	Strength	Inspire Fitness High Quality Fitness Equipment
Tuff Stuff Fitness	Strength	TuffStuff Fitness International Strength Equipment Residential & Commercial (tuffstufffitness.com)
Power Block	Dumbbells, benches	PowerBlock Adjustable Dumbbell & Strength Training Accessories
UMAX	Dumbbells, plates	UMAX – Premium Urethane Weights (umaxstrength.com)
The Abs Company	Strength, Core	The Abs Company Abs Workout Equipment & Ab Workout Machines



MOAB CITY COUNCIL AGENDA

September 8, 2026

TITLE: Consideration of contract award to Landmark Aquatics in the amount of \$192,750 for outdoor leisure pool Myrtha liner

DISPOSITION: Discussion and possible action.

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

ATTACHMENT/S: Attachment 1 - Sole Source Letter, Attachment 2 – Quote for materials / labor

STAFF RECOMMENDATION: Staff recommend award of the contract to Landmark Aquatics for installation of a new liner at the MRAC's outdoor leisure pool.

SUMMARY:

The City of Moab sought proposals for the relining of the MRAC's outdoor leisure pool to replace the original liner that has reached its usable lifespan.

Throughout the process that entailed extensive research, it was determined that Landmark Aquatics is a sole source provider for the installation of the proprietary Myrtha liner that the MRAC requires.

This project will be funded by RAP Tax has been budgeted and approved in the FY27 budget.

Proposed Motion: "I move to award the contract for the liner replacement of the outdoor leisure pool to Landmark Aquatics in the amount of \$192,750 and authorize the Mayor to sign the agreement."

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

RESPONSIBLE DEPARTMENT: Parks, Recreation & Trails

FINANCIAL IMPACT: Funding for this project comes from the Capital Projects Funds, 41470674 via the RAP Tax



Myrtha Pools USA

1800 2nd Street, Suite 758

Sarasota, Florida 34236

Tel: (941) 955-2591 Fax: (941) 955-0862

August 14th, 2026

Re: **City of MOAB – Myrtha Pool Intervention**
Myrtha Sole Source Memorandum

To Whom it May Concern with the City:

In conformance with the Manufacturer's Certificate of Guarantee, Myrtha Pools USA (MPUSA), and our parent company A&T Europe, recommend that the maintenance work to the referenced pool be performed by a licensed pool contractor certified by the Manufacturer and that materials be sourced directly from the manufacturer and their representatives. The contractor recommended for this effort is Landmark Aquatic, inc., formally CEM Aquatics. Myrtha Pools USA have the exclusive right to sell and install that system in the United States and Canada. Myrtha has coordinated with Landmark Aquatic for the purpose of delivering a successful effort for the Facility. The rationale for this request is as follows.

- The manufacturer is offering to reaffirm the existing warranties. Those warranties require that all components associated with the pool be provided by the original manufacturer. The use of any third-party components would violate those terms and void any warranty extensions. In this case, Myrtha related materials have been provided at a discount.
- The existing / future pool warranty requires that the installation of said components must be completed by a Myrtha Certified installation company or void the existing material warranty. Myrtha takes the training of our partners very seriously to ensure the highest quality results possible. Certification requires regular attendance of our Pool Academy as well as supervised experience successfully installing the Myrtha system.
- The technology utilized in the existing pool is a patented / proprietary system and not available from any other vendor worldwide. MPUSA and Myrtha Contracting have the exclusive rights to the product in the US. There is no other product on the market that is even similar let alone comparable.
- Landmark Aquatic meets and exceeds all of these requirements and is the only Utah-based pool contractor that does so.
- Finally, MPUSA and Landmark Aquatic have offered the Facility and extremely discounted guaranteed maximum price to complete the work effort (below cost in case of materials), because of our excellent past relationship. If the work effort is publicly bid out in part or in whole, we lose the ability to control the cost and the Facility will most certainly pay more (possibly considerably more) for the exact same work.

Should you have any questions related to these remarks, I may be reached by telephone at 941-350-3286 or email at jireland@myrthapoolsusa.com. Thank you very much for your consideration.

Sincerely,

John E. Ireland, PE, LEED AP
Chief Technical Officer

cc: File

TO

Grand County Rec Center

QUOTE DATE	VALID THRU	FOR	PAGE
7/17/2026	08/17/2026	Outdoor Activity Pool Floor Membrane Replacement	1

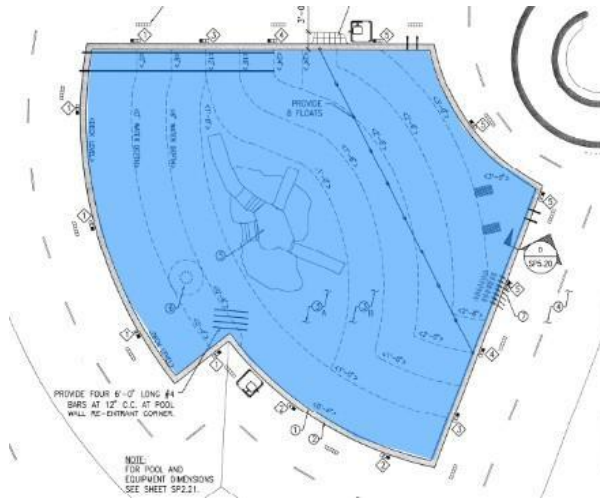
ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL (USD)
	1	Outdoor Activity Pool Floor Liner Replacement - Remove Existing Floor Liner & Padding - Furnish New Padding for Pool Floor - Furnish Textured Liner for Pool Floor - Patch Wall Panels as Needed, Up to 6 Locations - 3 to 4 Week Duration - Existing FRP Rock Structure Slide feature will be removed by Moab prior to our work beginning. - Comes with a 10-year manufacturer warranty on membrane material against deterioration or perforation; owner must maintain proper chemical balance w/ logs - Comes with a 1-year CEM/Landmark warranty on labor and installation.	\$184,750	\$184,750
		Inbound Freight for Myrtha materials	\$8,000	\$8,000
		Total:		\$192,750
		*Taxes are not included at this time; it is assumed that the owner will be claiming tax exempt status and providing a tax-exempt certificate. If otherwise, then any applicable taxes will be at the owner's expense.		

Order Acknowledgement:

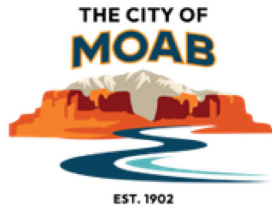
Name:

Date:

Signature:



CEM Aquatics-3154 S Washington St – Salt Lake City,
Utah 84005 – 801-485-6800



TITLE: Spitfire Storm Drain Improvement Project Contract Award

DISPOSITION: Discussion and possible approval

PRESENTER/S: Didar Charles, Assistant City Engineer

ATTACHMENT/S: Attachment 1 – Bid Results, Attachment 2 – Construction Plans, Attachment 3 – Agreement

STAFF RECOMMENDATION: Staff recommends award of the contract for the Spitfire Storm Drain Improvement Project to Beh Brothers Construction, LLC for \$102,770.47

PROPOSED MOTION: I move to award the contract for Spitfire Storm Drain Improvement Project to Beh Brothers Construction, LLC in the amount of \$102,770.47, as presented by staff, and authorize the Mayor to sign the agreement.

SUMMARY:

The project will improve stormwater drainage capacity by replacing the existing single curb inlet with a double-grate inlet. The new inlet will be connected to the existing 24-inch storm drain pipe in 100 West, eliminating the existing outlet that currently daylights onto private property.

An existing water main is located within the proposed stormwater connection alignment. To avoid conflicts between the two utilities, the water main will be looped beneath the new stormwater connection.

RELEVANT LAWS, STUDIES & PLANS: General Plan Goal 5

RESPONSIBLE DEPARTMENT: Engineering

FINANCIAL IMPACT: Funding for this project comes from Capital Improvement Plans. The total cost of this construction \$102,770.47.

Spitfire Storm Drain Project

09/01/2026 1:00 P.M.

	Name	Amount
1	BECK CONSTRUCTION & EXCAVATION INC.	\$139,750.00
2	BEH BROTHERS CONSTRUCTION LLC	\$102,770.47
3	WIGGINS EXCAVATION	\$159,500.00
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Present at Bid Opening:

Name:

SYDNEY MAUER
Didar Charles
MARK JOLISSAWI

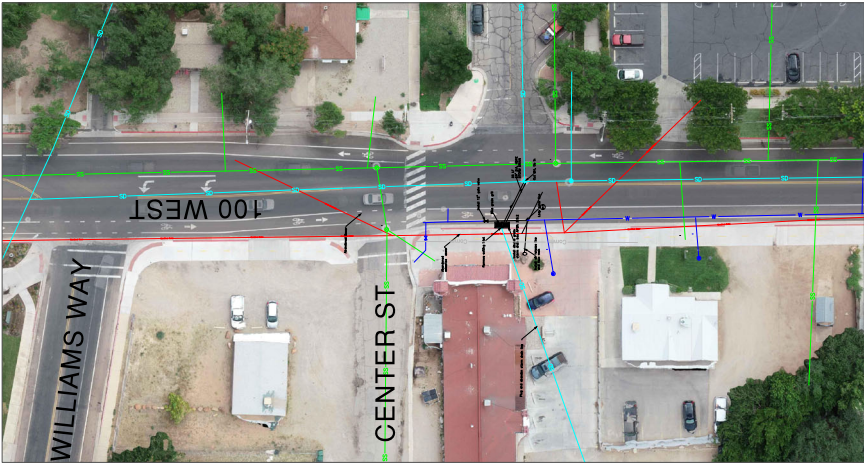
Sydney Mauer
DG/M
M. Jolissawi

Spitfire Storm Drain Improvement

MOAB, UTAH
CONSTRUCTION DRAWINGS
JULY 21, 2026



VINICITY MAP
(N.T.S)



PROJECT MAP
(N.T.S)

OWNER / PREPARED BY



Legend

SD

Storm Drain Line

W

Culinary Water Line

SS

Sanitary Sewer Line

ST

Storm Drain Manhole

S

Sanitary Sewer Manhole

⊗

Culinary Water Valve

⊗

Culinary Water Meter

▢

Proposed Storm Drain

▢

Proposed Storm Drain Curb Inlet

—

Abandoned Sewer Line

—

Faux Rock

—

Communication Line

SHEET INDEX		
SHEET	#	TITLE
G-1	1	COVER
G-2	2	GENERAL NOTES
UT-1	3	UTILITY PLANS
DT-1	4	DETAILS
DT-2	5	DETAILS

08/07/2026

DATE

08/07/2026

DATE

Matk Jolissaint, PE

CITY ENGINEER

Didar Charles

PROJECT DESIGNER, MANAGER

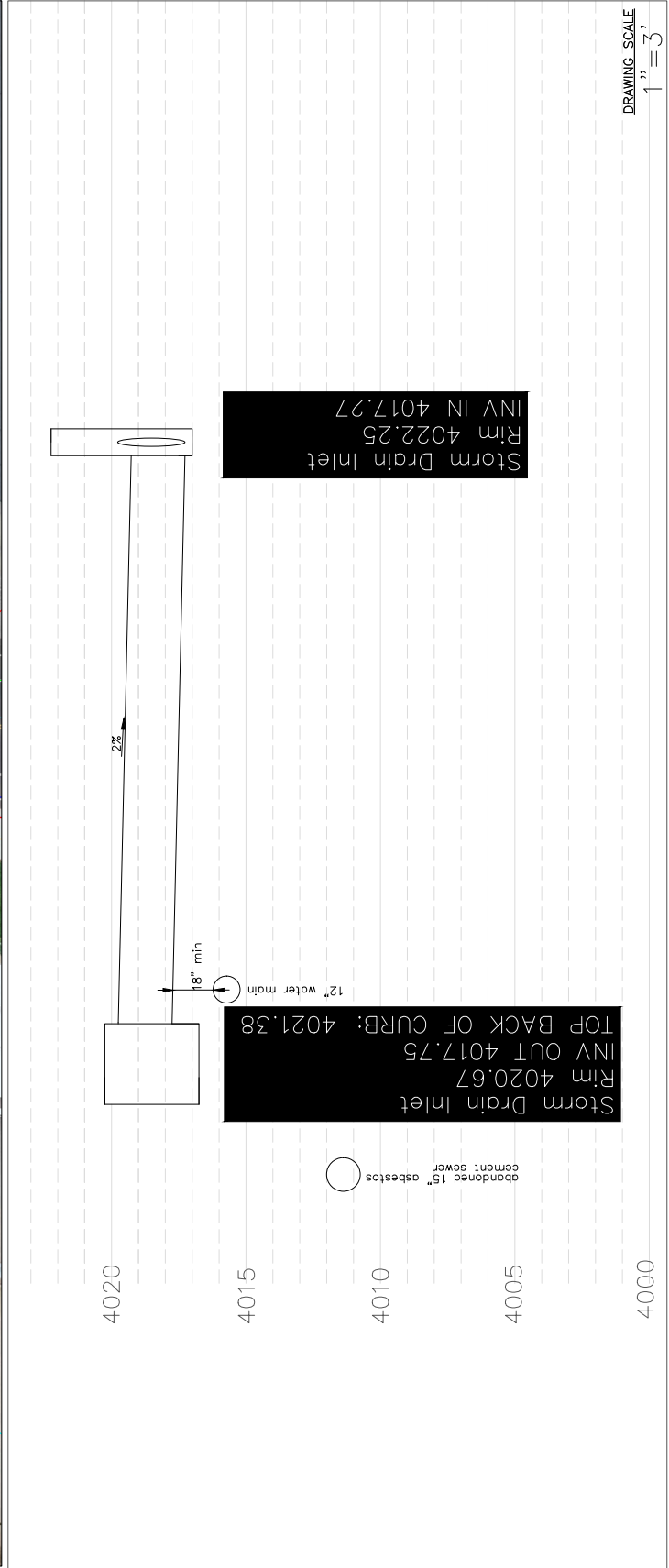


Spitfire Storm Drain Improvement
CITY OF MOAB, UTAH

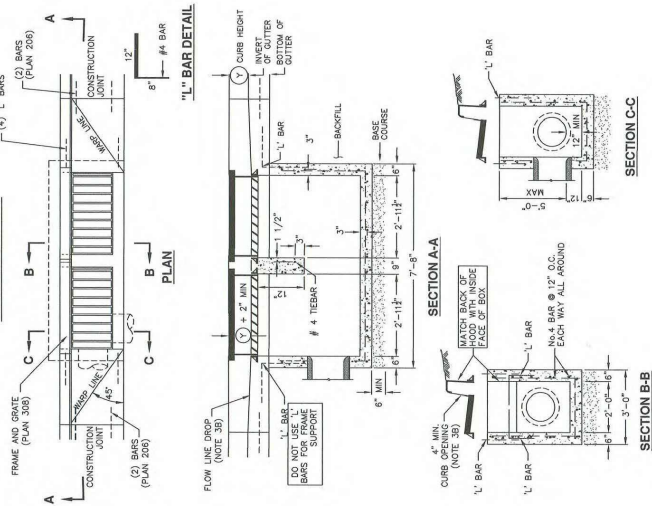
COVER SHEET

Date: 7/21/2026
Design By: DC
Checked By: MU

SHEET G-1
NO. 1 OF 5



DOUBLE GRATE



STYLE A

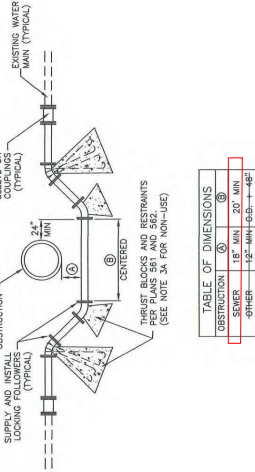
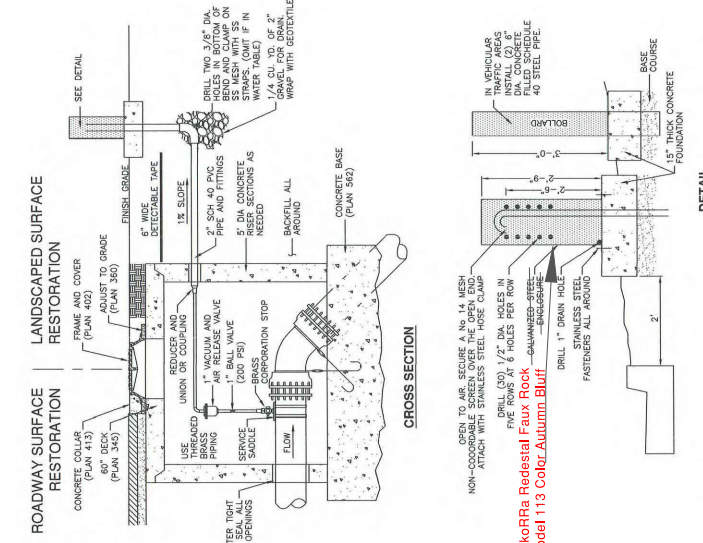


TABLE OF DIMENSIONS			
OBSTRUCTION	Ⓐ	Ⓑ	Ⓒ
SEWER	18" MIN	20' MIN	
OTHER	12" MIN	0'-0" + 48"	



Spittire Storm Drain Improvement
CITY OF MOAB, UTAH

Details

Air release assembly

- GENERAL**
 - This drawing detail is applicable to water main piping less than 16-inches diameter, PC/P, steel, M/LAC and other water main pipe materials will require special detail or design drawings. Submit the design and detail drawings and materials to the ENGINEER for review before installation.
 - Water main piping design and construction shall be in accordance with the design and construction of the water main piping as shown on the drawings and specifications.
 - Before backfilling around the assembly, secure inspection of installation by ENGINEER.
- PRODUCTS**
 - Base Course: Untreated base course, APWA Section 32.11.23. Do not use gravel as a base course without ENGINEER's permission.
 - Backfill: Common fill, APWA Section 31.05.13. Maximum particle size 2-inches.
 - Concrete: Class 4000, APWA Section 03.30.04.
 - Reinforcement: Deformed, steel, ASTM A615. Give bars an epoxy coating at least 1/2-inch thick.
 - Small Fittings: Brass, Schedule 40, APWA Section 33.05.07.
 - Water Tight Wall Seal: Waterproof, compressible.
- EXECUTION**
 - Base Course and Backfill Placement: Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31.23.26.
 - Apply tape wrap to the exterior of all buried steel pipe per AWWA C209.
 - Concrete Placement: APWA Section 03.30.10. Provide 1/2-inch radius edges.
 - Service saddle is required on all PVC and AC pipe taps unless specified otherwise.
 - Ductile iron and cast iron pipe may be direct tapped.
 - Seal manhole joints water-tight and ground flush with interior wall.
 - If diameter of air relief valve is greater than 2-inches, provide piping to match its diameter from water main connection to open to air.

Water main line loop

- GENERAL**
 - Before backfilling, secure inspection of installation by ENGINEER.
- PRODUCTS**
 - Base Course: Untreated base course, APWA Section 32.11.23. Do not use gravel as a base course without ENGINEER's permission.
 - Piping: Match existing pipe fittings, coupling sizes and materials.
 - Thrust Blocks: Concrete Class 4000, APWA Section 03.30.04.
 - Reinforcement: Deformed, 60 ksi yield grade steel, ASTM A615.
 - Backfill: Common fill, APWA Section 31.05.13. Maximum particle size 2-inches.
 - Graze: Non-oxide poly-FM.
 - Couplings: Brass.
- EXECUTION**
 - Thrust Blocks: Not required for flanged or welded pipe systems. Before pouring thrust block concrete, wrap pipe system in plastic sheet to prevent bonding of concrete to pipe system.
 - Fittings: Use copper to copper flare fittings or copper to iron pack joint coupling with 1/2-inch overlap and 1/2-inch lap.
 - Graze: Apply grease to all buried metal surfaces. Wrap with polyethylene sheet and tape wrap.
 - Steel Spool: Weld in place and provide slip on flange except when fitting in pipe system could move. Epoxy line per AWWA C210, C213, and coated per AWWA C208, or C214.
 - Location: Loop water mains over top of sewer lines.
 - Compaction: Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31.23.26.



**SECTION 00 52 13
AGREEMENT**

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

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

The scope of this project is to provide all the labor, materials, tools, traffic control and equipment necessary to construct the Spitfire Storm Drain Improvement Project, complete as described in the plans and specifications. The project generally includes the following: to remove existing storm curb inlet, install new double grate storm drain inlet, connect the inlet to existing storm drain manhole with a HDPE pipe on the street, loop the culinary water main line, install air release assembly with a faux rock, remove and reinstall concrete path.

1.02 Contractor's Proposal

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

1.03 Compliance with Law

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

1.04 Licenses, Permits, Fees and Assessments

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

1.05 Familiarity with Work

By executing this Agreement, the Contractor warrants that it:

- 1.05.1 Has thoroughly investigated and has considered the scope of the Work;

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

1.06 Care of the Work

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

1.07 Warranty

The Contractor warrants that all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material or workmanship. The Contractor agrees that for a period of **one (1) year** (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work, faulty material or workmanship or non-conformance of the work with the Scope of Work, scope of work, proposal or bid, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at the Contractor's sole cost and expense. The Contractor shall act sooner as requested by the City in response to an emergency. In addition, the Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective or faulty material or workmanship or non-conforming work and any work which becomes damaged in the course of repairing or replacing the defective or faulty material or workmanship or non-conforming work. For any work corrected, the Contractor's obligation to correct defective or faulty material or workmanship or non-conforming work shall be reinstated for an additional one-year period, commencing with the date of acceptance of the corrected work. The Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by the Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have

been transferred or assigned to the City by separate agreement and the Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. If the Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or faulty material or workmanship or non-conforming work and any work damaged by any defective or faulty material or workmanship or non-conforming work at the Contractor's sole expense. The Contractor shall be obligated to fully reimburse the City for any expenses incurred upon demand.

1.08 Further Responsibilities of Parties

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

1.09 Services in Addition to the Work

The City shall have the right at any time during the performance of the Work, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from Scope of Work. No such extra services may be undertaken unless a written order is first given by the City Manager to the Contractor. These extra services may include an adjustment in (i) the Bid Schedule, and/or Contract Time (7.01) and these adjustments are subject to the written approval of the Contractor. Any increases in the Bid Schedule, taken either separately or cumulatively, must be approved by the City Manager if the total cost of the services does not exceed \$50,000. If the total cost of the services will exceed \$50,000, the extra services need to be approved by the Mayor. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work or reasonably contemplated by it.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.
- D. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract for Construction of a Small Project.
 - 2. Performance bond/letter of credit.
 - 3. Payment bond/letter of credit.
 - 4. Specifications as listed in the Specifications Table of Contents.
 - 5. Drawings as listed on the Index of Drawings.
 - 6. Addenda.
 - 7. Exhibits to this Contract (enumerated as follows):
 - a. Contractor’s Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Notice to Proceed (EJCDC® C-550).
 - b. Work Change Directives (EJCDC® C-940).
 - c. Change Orders (EJCDC® C-941).
 - d. Field Orders (EJCDC® C-942)

ARTICLE 3 – ENGINEER

3.01 Engineer

- A. The Engineer for this Project is City of Moab

ARTICLE 4 – CONTRACT TIMES

4.01 Contract Times

- A. The Work shall be substantially complete within **30** calendar days after the issuance of the Notice to Proceed and shall be fully completed and ready for final payment within **45** calendar days after the issuance of the Notice to Proceed.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner \$ 1000 for each day that expires after the Contract Time for substantial completion.

4.03 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments.
- B. Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.

4.05 *Force Majeure*

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

4.06 *Inspection and Final Acceptance*

The City may inspect and accept or reject any of the Contractor's work under this Agreement, either during performance or when the terms of this contract are fully completed. The City shall reject or finally accept the Contractor's work within forty five (45) days after the services being provided to the City are fully completed. The City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. The City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by the City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Article 6, pertaining to insurance, indemnification and bonds/letter of credit.

4.07 Term

Unless terminated earlier in accordance with Article 15 of this Agreement, the term of this Agreement shall be for twelve (12) months, beginning on the date of full execution of this Agreement and extending through and concluding at 11:59 p.m. on the day before the anniversary date of this Agreement ("**Term**"). This Agreement shall automatically be extended for an additional year at the end of any Term unless either Party provides written notice of its desire not to renew this Agreement to the other Party prior to sixty (60) days of the expiration of any Term or extension. This Agreement shall continue to automatically renew indefinitely until terminated by either Party, except as otherwise provided in the Contract Time.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - 1. For all Work, at the prices stated in contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - BONDS/LETTER OF CREDIT AND INSURANCE

Requirements for bonds vary significantly between private and public owners, and with the laws and regulations of the Project jurisdiction. Modify Paragraph 6.01 to comply with applicable requirements.

6.01 Bonds/Letter of Credit

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond/letter of credit and payment bond/letter of credit to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds/letter of credits must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. Upon request, Owner will provide a copy of the payment bond/letter of credit to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

6.02 Insurance Coverages

General: The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, during the entire term of this Agreement including any extension as specified in Section 4.01, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of the City:

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

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

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

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

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

6.03 *General Insurance Requirements*

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

the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to the City.

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

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

[to be initialed] _____

Agent Initials

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

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

6.04 *Indemnification*

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

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

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

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

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

6.05 Performance Bond/Letter of Credit

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

6.06 Sufficiency of Insurer or Surety

Insurance or bonds/letter of credit required by this Agreement shall be satisfactory only if issued by companies qualified to do business in Utah, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City Manager due to unique circumstances. If this Agreement continues for more than three years duration, or the City Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 6.05 may be changed accordingly upon receipt of written notice from the City Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City Manager to the City Council of City within ten (10) days of receipt of notice from the City Manager.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

7.03 *Other Work at the Site*

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve

Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

7.07 *Laws and Regulations; Taxes*

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.

7.08 Records

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

7.09 Reports

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

7.10 Ownership of Documents

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

shall be at the Contractor's sole risk and without liability to the City. The Contractor may retain copies of such Documents for its own use. The Contractor shall have an unrestricted right to use the concepts embodied.

7.11 Confidentiality and Release of Information

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

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

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

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

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 1. All persons on the Site or who may be affected by the Work;
 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and

underground facilities not designated for removal, relocation, or replacement in the course of construction.

- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.
- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.13 *Submittals*

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.
- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.
- F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

H. Shop drawings are not Contract Documents.

7.14 *Warranties and Guarantees*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

7.15 *Correction Period*

A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Responsibilities*

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.
- D. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Engineer's Status*

- A. Engineer will be Owner's representative during construction.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.

- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.1 *Authority to Change the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond/letter of credit require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond/letter of credit will be adjusted to reflect the effect of any such change.

10.03 *Work Change Directive*

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

10.04 *Field Orders*

- A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Site Conditions Process

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.
 - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.
- B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:
 - 1. Review the condition in question;
 - 2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 *Tests and Inspections*

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment.
- D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

13.02 *Defective Work*

- E. Contractor warrants that the Work is not defective.
- F. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- G. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- H. The Contractor shall promptly correct all defective Work.
- I. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- J. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 *Progress Payments*

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

14.02 Applications for Payments

- A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

14.03 Retainage

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, Engineer will either recommend payment and present the application for payment to Owner or return the application for payment to Contractor indicating Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

14.06 Substantial Completion

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.
- C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a

certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 *Final Inspection*

- A. Upon notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

14.08 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds/letter of credit, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.
- B. The final application for payment must be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all pending claims; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

14.09 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

15.02 *Owner May Terminate for Cause*

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond/letter of credit.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond/letter of credit, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.
- F. If Contractor has provided a performance bond/letter of credit, the provisions of that bond/letter of credit will govern over any inconsistent provisions of Paragraph 15.02.

15.03 Owner May Terminate for Convenience

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then

Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from Owner.

15.05 Attorneys' Fees

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

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice

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

17.02 Interpretation

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

17.03 Counterparts

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

17.04 Integration; Amendment

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

17.05 Severability

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

17.06 Corporate Authority

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

17.07 Cumulative Remedies

The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

17.08 Limitation of Damages

Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.06 No Waiver of Immunity

The City advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any

indemnity and insurance obligations incurred by the City under this Agreement are expressly limited to the amounts identified in the Act. Further, nothing in this Agreement shall be deemed to abrogate or waive any immunity possessed by the City, including immunity under the Utah Governmental Immunity Act, U.C.A. § 63G-6-101, et seq., or other applicable law.

17.03 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

17.04 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

17.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.08 Titles/Headings

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

17.09 Necessary Acts of Cooperation

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

17.10 Legal Review

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

17.11 Incorporation of Recitals

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

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

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

Owner:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____
Agreement.)

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

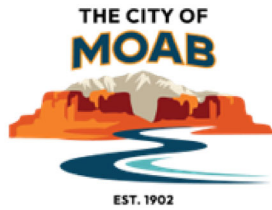
Email: _____

License No.: _____
(where applicable)

State: _____

END OF SECTION

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TITLE: Consideration of an MOU Between the City of Moab and Grand County - Shuttle Stops and Visitor Parking for the Moab–Arches Shuttle Pilot Project

DISPOSITION: Discussion and possible action

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

ATTACHMENT/S: DRAFT MOU with Tracked Changes

8/12/26 Letter from City of Moab Authorizing Parking for Shuttle Operations

STAFF RECOMMENDATION: Staff recommend that the City Council authorize the City Manager to sign the revised MOU.

PROPOSED MOTION: I move to approve the proposed MOU with Grand County and authorize the City Manager to sign the MOU.

SUMMARY:

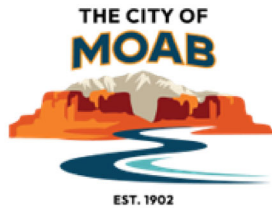
The City has already granted permission to Grand County to use certain parking areas within the MOAB for its Arches Shuttle Pilot Program. That permission was provided by me, on behalf of the City, on August 12, 2026 (letter attached).

The proposed MOU was prepared by Grand County to confirm that the County and City have the same understanding regarding the management and use of those authorized parking areas.

MOUs are nonbinding and, as such, this MOU is similar to a formal handshake agreement regarding the management issues covered in the MOU as well as record of intent of both parties.

The County's proposed MOU was mostly acceptable. However, our legal team and I identified several changes that we believe are necessary to protect the City and align the MOU with our actual understanding. The proposed changes relate to the following:

1. How certain notices to the parties are provided and the timeframe for those notices (Sections 4.3 and 5.3).
2. No automatic renewal, but an option to renew if approved by both parties (Sections 8.3 and 11.1).
3. The City will provide notice of any changes in policy or practice implemented during the term of the MOU that affect Emma Boulevard and Lions Park. The City will not provide notice of parking changes outside those areas, as the MOU only authorizes shuttle parking at those two City-owned locations (Section 4.3).



MOAB CITY COUNCIL AGENDA

September 8, 2026

4. A Statement of Intent clarifying the nonbinding nature of the MOU (Section 10.5).

Typically, an MOU such as this would be signed by the City Manager to memorialize the understanding between the City and another party and would not necessarily come before the City Council prior to approval. In this case, the Mayor and City Council requested that the item be reviewed by the Council prior to my signature. As the City Council's representative, I respectfully present the attached MOU to the Council with my recommended changes.

RELEVANT LAWS, STUDIES & PLANS:

N/A

RESPONSIBLE DEPARTMENT:

City Administration

FINANCIAL IMPACT:

None

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MOAB AND GRAND COUNTY, UTAH

Shuttle Stops and Visitor Parking for the Moab–Arches Shuttle [Pilot Project](#)

This Memorandum of Understanding (this “MOU”) is entered into by and between the **City of Moab**, a Utah municipal corporation (the “City”), and **Grand County, Utah**, a political subdivision of the State of Utah (the “County”). The City and the County are each a “Party” and together the “Parties.” It is effective on the last date signed below (the “Effective Date”).

RECITALS

A. The County, in partnership with the National Park Service (“NPS”), is implementing the Moab–Arches Shuttle (the “Shuttle”), a fare-free transit service, connecting locations in Moab with Arches National Park. The Shuttle is delivered under a Cooperative Management Agreement between the County and NPS, [attached as Exhibit A](#).

B. Service is scheduled to begin September 1, 2026, and to operate in two seasonal segments from September 1 through October 31, 2026, and April 1 through June 30, 2027, subject to adjustment by the County and NPS (“**Service Period**”).

C. By letter dated August 12, 2026, from the City Manager to the County Administrator (the “Authorization Letter”), attached as Exhibit [BA](#), the City authorized Shuttle stops, loading, and associated parking at Lions Park, the Emma Boulevard Parking Lot, 300 South from 100 East to 400 East, and the South Maverik MAT stop.

D. The Parties wish to memorialize the terms under which the County will use the Emma Boulevard Parking Lot and Lions Park, ~~(each~~ [designated as](#) a “Site,”) in connection with the Shuttle, and to establish how the Parties will monitor parking conditions and coordinate adjustments during and after the **Pilot Period**.

E. The Parties share the goals of reducing congestion associated with visitation to Arches National Park and maintaining parking availability for downtown businesses, their customers, residents, and visitors.

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE

~~The purpose of this MOU is to d~~Define the use of [each designated Ssites](#) for shuttle rider parking, passenger loading, [traffic control measures](#), stop infrastructure, [parking capacity](#), and, the joint coordination and monitoring of the [pilot project](#)~~above~~.

2. AUTHORIZED SITES AND USES

2.1 Emma Boulevard Parking Lot. Beginning on the Effective Date, the City authorizes the County to use the Emma Boulevard Parking Lot, as depicted in Exhibit [BA](#), as [a](#) designated Shuttle

rider parking and ~~as a~~ Shuttle stop and passenger loading location, together with associated signage and wayfinding installed under Section 3.1.

2.2 Lions Park. The City authorizes the County to use Lions Park, as depicted in Exhibit BA, as an overflow Shuttle rider parking area and Shuttle stop. This use is held in reserve, at the discretion of the City Manager, subject to confirmation that the proposed use does not conflict with a permitted event or scheduled maintenance. The parties understand that the County will begin use of the property on September 1, 2026. This authorization remains available to the County for the term of this MOU. ~~whether or not it is activated in any given season.~~

2.3 South Maverik MAT stop. Consistent with the Authorization Letter, the City agrees to share the existing stop at the South Maverik MAT stop and to will provide Shuttle signage. The County is responsible for any Utah Department of Transportation encroachment permit or approval required for the Shuttle at signage.

2.4 Nature of the authorization. Use of the Sites is non-exclusive and revocable as provided in this MOU. Nothing in this MOU conveys a lease, easement, entitlement, or other interest in real property, and the Sites remain open to the general public and subject to all applicable City ordinances and regulations.

3. COUNTY RESPONSIBILITIES

3.1 Signage and installations. The County will coordinate the placement of Shuttle stop signage, wayfinding, and any other installation at a Site with the City's Community Development Department, and will obtain any City permit required. The County is responsible for the cost, installation, and maintenance of its signage and installations.

3.2 Rider communications. The County will direct Shuttle riders to designated parking at the Emma Boulevard Parking Lot, and at Lions Park when activated, through the Shuttle website, maps, printed materials, on-vehicle information, and stop signage as provided and maintained by the County.

3.3 Operations. The County will require its Shuttle operator to conduct boarding, exiting, alighting, and waiting times ~~layover~~ in a manner that maintains vehicle and pedestrian safety and that does not obstruct travel lanes, drive aisles, accessible parking, or accessible routes.

4. CITY RESPONSIBILITIES

4.1 Continuing authorization. The City will keep the authorizations in Section 2 in effect for the term of this MOU, subject to Sections 9 and 10.

4.2 Site maintenance. The City will continue routine maintenance, snow removal, and ordinary upkeep of the Sites consistent with its practice for comparable City properties. This MOU does not obligate the City to provide additional maintenance, improvements, staffing, or enforcement.

4.3 Notice of parking management changes. The City will ~~give the County at least 1530 days' written notice~~ notify the County before adopting time limits, permit requirements, ~~enforcement changes, or or~~ other parking management measures that would materially affect Shuttle rider parking ~~at a Site~~ Emma Blvd. or Lions Park, except where immediate action is required for public safety or emergency response, in which case the City will give notice as soon as practicable.

4.4 Events and closures. The City will notify the County of scheduled events, construction, or closures that will affect availability of a Site, as far in advance as practicable.

5. COORDINATION AND MONITORING

5.1 Representatives. The County Administrator and City Manager will confer as often as necessary or needed regarding matters involving the Shuttle.

5.2 Information sharing. The County will share aggregated shuttle ridership and boardings-by-stop data with the City on a monthly basis during each operating season. The City will share its observations of downtown and Site parking utilization. Neither Party is obligated to create records it does not otherwise maintain.

5.3 ~~Adjustments~~Effects on Downtown Parking. If either Party identifies a material adverse effect on downtown parking availability associated with the Shuttle, that Party will notify the other as soon as is practicable and both parties will make reasonable accommodations to meet at their earliest convenience to discuss. ~~and the representatives will meet within 14 days to discuss.~~

6. LIABILITY AND GOVERNMENTAL IMMUNITY

Each Party is responsible for its own acts and omissions and those of its officers, employees, and agents, to the extent provided by the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101 et seq. Neither Party assumes liability for the acts or omissions of the other. Nothing in this MOU waives, limits, or expands any immunity, defense, notice requirement, or damages cap available to either Party, and nothing in this MOU creates rights in any third party.

7. NO EXCHANGE OF FUNDS

No payment is due from either Party to the other under this MOU. Each Party bears its own costs of performance. Any obligation of either Party under this MOU is subject to the availability and appropriation of funds, and nothing in this MOU obligates either Party to appropriate funds. in any fiscal year.

8. TERM AND ~~AUTOMATIC~~ RENEWAL

9.1 ~~Initial~~ Pilot Project Term. This MOU begins on the Effective Date and continues through June 30, 2027, coinciding with the close of the first operating season (the "Pilot Project Initial Term").

~~8.2 Automatic renewal.~~ ~~This MOU renews automatically for successive one-year terms beginning July 1 of each year, for so long as the County continues to operate the Shuttle, unless a Party gives the other written notice of non-renewal at least 60 days before the end of the then-current term.~~

~~8.23~~ Terms on renewal. If renewed by joint agreement of the representatives, Each the renewal term is on the same terms as the Pilot Project Initial Term. ~~A change in the Sites, the authorized uses, or the exclusion areas~~ Renewal of the MOU or any change in the terms requires a written amendment under Section 11.1.

~~8.34~~ Cessation of service. If Shuttle service is discontinued, for 12 consecutive months, this MOU expires without further action by either Party.

9. TERMINATION AND SUSPENSION

10.1 Termination for convenience. Either Party may terminate this MOU on 30~~60~~ days' written notice to the other.

10.2 Effect. On expiration or termination, the County will remove its signage and installations from the Sites within 1530 days and restore the affected area to its prior condition, ordinary wear excepted.

10. GENERAL PROVISIONS

11.1 Amendment and/or Renewal. This MOU may be renewed or amended only in a writing signed by both Parties.

10.2 Notices. Notices under this MOU are effective when delivered by hand, by certified mail, or by email with confirmation of receipt, to:

City: City Manager, City of Moab, 217 East Center Street, Moab, Utah 84532

County: County Administrator, Grand County, 125 East Center Street, Moab, Utah 84532

10.3 Governing law and venue. This MOU is governed by the laws of the State of Utah. Venue for any action arising under it lies in the Seventh District Court, Grand County, Utah.

10.4 Relationship of the Parties. This MOU does not create a partnership, joint venture, or agency relationship, and neither Party may bind the other.

10.5. Statement of Intent. This MOU is a statement of intent rather than a legally enforceable agreement and does not create any legal rights, duties, or enforceable obligations upon the parties.

10.65 Compliance with law. Each Party will comply with applicable federal, state, and local law in performing under this MOU, including City ordinances and permit requirements applicable to use of the Sites.

10.76 Severability. If a provision of this MOU is held invalid, the remaining provisions remain in effect.

10.87 Counterparts. This MOU may be signed in counterparts and by electronic signature, each of which is an original.

1.98 Entire understanding. This MOU and Exhibits A and B contain the entire understanding of the Parties regarding use of the Sites for the Shuttle and supersede prior discussions on that subject.

IN WITNESS WHEREOF, the Parties have signed this MOU as of the last date written below.

CITY OF MOAB

Michael A. Black, AICP, City Manager

Date

Attest: City Recorder

Date

GRAND COUNTY, UTAH

| Melodie McCandless, Chair, Grand County Commission

_____ Date

Attest: Grand County Clerk/Auditor _____

_____ Date

DRAFT

EXHIBIT A

Cooperative Management Agreement between Grand County and NPS

DRAFT

EXHIBIT B

City of Moab Authorization Letter dated August 12, 2026

DRAFT

City Manager
Michael A. Black, AICP

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



Mayor
Joette Langianese

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

August 12, 2026

Mark Tyner
Grand County Administrator
125 E. Center Street
Moab, Utah 84532

Sent via email to: mtyner@grandcountyutah.gov

Re: Authorization to Use City Right-of-Way for the Moab-Arches Shuttle and Downtown Shuttle Parking and Specific Exclusion Areas

Mr. Tyner:

I am writing in response to Grand County's request to use certain City rights-of-way within the City of Moab's downtown district for the proposed Moab-Arches Shuttle (the "Shuttle").

The City of Moab (the "City") supports efforts to reduce congestion in Arches National Park and we hope the proposed transit system is successful. At the same time, we have concerns about the use of downtown parking and City rights-of-way for transit operations.

The City recently added a significant number of parking spaces downtown through our Downtown Dispersed Parking project. These spaces have been well used by visitors and have been particularly important to downtown businesses. Many downtown businesses have little or no off-street parking and rely heavily on public street parking for their customers.

Our primary concern is that locating Shuttle stops within the core downtown area could result in parking spaces being occupied for extended periods by Shuttle riders visiting Arches National Park rather than by customers patronizing downtown businesses.

To support the Shuttle while addressing these concerns, the City is prepared to permit Shuttle parking, loading and stops at the following locations:¹

1. Lions Park
2. Emma Boulevard Parking Lot
3. 300 South from 100 East to 400 East
4. South Maverik MAT stop²

¹ See attached Map

² The South Maverik MAT stop is located on UDOT right-of-way and the City has an encroachment permit for the existing sign. The City is willing to share the pole for Shuttle signage.

Outside of the locations identified above, the City has concerns about Shuttle operations within the core downtown area. For purposes of this request, the City considers the core downtown area to include:³

- A. Center Street from 100 West to 300 East
- B. 100 South from 100 West to 300 East
- C. 200 South from 100 West to 100 East
- D. 100 North from 100 West to 200 East
- E. 100 East from 100 North to 100 South
- F. Main Street from 100 North to 200 South
- G. 100 West from 100 North to 100 South

The City wants to see the Shuttle be successful, but we must balance that support with our responsibility to protect parking access for downtown businesses, their customers and other downtown users. We believe Shuttle riders who do not walk from downtown lodging properties are likely to park as close to Shuttle stops as possible. For that reason, the City cannot approve Shuttle stops within the core downtown area on City rights-of-way identified above.⁴

With additional time and an opportunity to participate earlier in the planning process, the City would have recommended consideration of a separate parking area specifically designated for Shuttle users. We understand the project is now moving forward on an accelerated timeline. However, potential operational impacts, particularly to downtown parking, remain unresolved, and the City has a responsibility to manage its right-of-way to protect existing downtown uses.

The City remains hopeful that the Shuttle will be successful and that it will help address congestion associated with visitation to Arches National Park. We also want to work cooperatively with Grand County to provide appropriate access to the Shuttle while minimizing unintended impacts on downtown businesses and parking.

We ask that Grand County respect the City's responsibility and authority to manage City rights-of-way and limit Shuttle stops, parking and loading activities to the locations identified above. The City will monitor downtown parking conditions as the Shuttle begins operation and we believe that, if Shuttle stops are located and operated as permitted by the City, any impacts to downtown parking should be manageable. However, if the Shuttle program results in measurable negative impacts to downtown parking availability, particularly within the identified exclusion areas, the City may need to consider additional parking management measures, including time limits and increased enforcement.

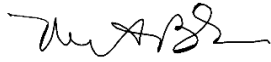
We look forward to working with Grand County to support a successful transit program while ensuring that downtown parking remains available to serve downtown businesses, residents and visitors.

³ See attached Map

⁴ The City acknowledges that the County may choose to locate shuttle stops and associated parking on private property within the downtown area and outside the City right-of-way. The City further acknowledges that the County and participating private property owners may make such arrangements independently, and the City makes no assertion that the County is prohibited from locating shuttle stops or parking on private property outside the City right-of-way.

Please consider this letter the City's authorization to use Shuttle stops and associated parking at locations 1–4 identified above.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael A. Black'.

Michael A. Black, AICP
City Manager, City of Moab

cc: Grand County Commissioners
Moab City Mayor and Council
Moab Community Development Department

Legend:

- █ Exclusion Areas
- █ Authorized Areas
- ★ Authorized Shuttle Stops on City ROW

Map Labels:

Streets: PARK DR, PARK AVE, WALNUT LN, S WALKER ST, WILSON DR, CAMPUS DR, ORCHARD PARK LN, WILLIAMS WAY, SHIELDS LN, CENTER ST, MAIN ST, 100 W, 200 W, 300 W, 400 W, 500 W, 600 W, 700 W, 800 W, 900 W, 1000 W, 1100 W, 1200 W, 1300 W, 1400 W, 1500 W, 1600 W, 1700 W, 1800 W, 1900 W, 2000 W, 2100 W, 2200 W, 2300 W, 2400 W, 2500 W, 2600 W, 2700 W, 2800 W, 2900 W, 3000 W, 3100 W, 3200 W, 3300 W, 3400 W, 3500 W, 3600 W, 3700 W, 3800 W, 3900 W, 4000 W, 4100 W, 4200 W, 4300 W, 4400 W, 4500 W, 4600 W, 4700 W, 4800 W, 4900 W, 5000 W, 5100 W, 5200 W, 5300 W, 5400 W, 5500 W, 5600 W, 5700 W, 5800 W, 5900 W, 6000 W, 6100 W, 6200 W, 6300 W, 6400 W, 6500 W, 6600 W, 6700 W, 6800 W, 6900 W, 7000 W, 7100 W, 7200 W, 7300 W, 7400 W, 7500 W, 7600 W, 7700 W, 7800 W, 7900 W, 8000 W, 8100 W, 8200 W, 8300 W, 8400 W, 8500 W, 8600 W, 8700 W, 8800 W, 8900 W, 9000 W, 9100 W, 9200 W, 9300 W, 9400 W, 9500 W, 9600 W, 9700 W, 9800 W, 9900 W, 10000 W.

Other Labels: 200 N, 300 N, 400 N, 500 N, 600 N, 700 N, 800 N, 900 N, 1000 N, 1100 N, 1200 N, 1300 N, 1400 N, 1500 N, 1600 N, 1700 N, 1800 N, 1900 N, 2000 N, 2100 N, 2200 N, 2300 N, 2400 N, 2500 N, 2600 N, 2700 N, 2800 N, 2900 N, 3000 N, 3100 N, 3200 N, 3300 N, 3400 N, 3500 N, 3600 N, 3700 N, 3800 N, 3900 N, 4000 N, 4100 N, 4200 N, 4300 N, 4400 N, 4500 N, 4600 N, 4700 N, 4800 N, 4900 N, 5000 N, 5100 N, 5200 N, 5300 N, 5400 N, 5500 N, 5600 N, 5700 N, 5800 N, 5900 N, 6000 N, 6100 N, 6200 N, 6300 N, 6400 N, 6500 N, 6600 N, 6700 N, 6800 N, 6900 N, 7000 N, 7100 N, 7200 N, 7300 N, 7400 N, 7500 N, 7600 N, 7700 N, 7800 N, 7900 N, 8000 N, 8100 N, 8200 N, 8300 N, 8400 N, 8500 N, 8600 N, 8700 N, 8800 N, 8900 N, 9000 N, 9100 N, 9200 N, 9300 N, 9400 N, 9500 N, 9600 N, 9700 N, 9800 N, 9900 N, 10000 N.

City of Moab Logo: THE CITY OF MOAB

North Arrow: N

An aerial photograph of a suburban area. A large white rectangle at the top contains the text "Emma Boulevard". Below this, an aerial view shows several streets. A light blue shaded area highlights a section of Emma Blvd, which runs horizontally across the middle of the image. To the left of this section, the street is labeled "EMMA BLVD". To the right, it is labeled "MAXINE AVE". Other streets visible include "MCGILL AVE" on the left, "ROSALIE CT" above the highlighted section, and "1ST ST" on the right. A north arrow is located in the bottom left corner, pointing upwards. The map shows various buildings, including houses and commercial structures, as well as parking lots and green spaces.