



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

**MOAB CITY COUNCIL
OCTOBER 13, 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. Department Update

4. Consent Agenda

4.1. Ratification of a Letter of Support for Grand County Senior Homelessness Prevention Grant

Documents:

[health department los.pdf](#)

4.2. Consideration of the Annual Promulgation of the Emergency Operations Plan

Documents:

[26 10oct_eop promulgation-letter.pdf](#)

[26 10oct_eop promulgation-plan.pdf](#)

[26 10oct_eop promulgation-agenda summary.pdf](#)

4.3. Consideration of Resolution 17-2026: A Resolution of the Governing Body of the City of Moab Declaring Certain Property Owned by the City of Moab as Surplus

Documents:

[agenda summary - resolution 17-2026-updated.pdf](#)

[surplus property resolution 17-2026.pdf](#)

mrac gym equip serial nos (1).pdf

4.4. Approval of Minutes

September 8, 2026 - Special Meeting
September 8, 2026 - Regular Meeting
September 22, 2026 - Regular Meeting

Documents:

min-cc-2026-09-08 special meeting draft.pdf
min-cc-2026-09-08 draft.pdf
min-cc-2026-09-22 draft.pdf

4.5. Approval of Bills Against the City of Moab in the Amount of \$651,231.38

Documents:

09-23-26 council consent.pdf
09-30-26 council consent.pdf
10-07-26 council consent.pdf

5. Presentation

5.1. Safe Streets and Roads for All (SS4A) Safety Action Plan

6. General Business

6.1. Consideration of a Bid Award to Fones Construction, LLC in the Amount of \$527,943 for Pack Creek Pedestrian Bridge Replacement Project Construction

Documents:

agenda summary - pack creek bridge replacement.pdf
bid results.pdf
construction plans.pdf
agreement.pdf

6.2. Consideration of Ordinance 2026-18: An Ordinance Of The Moab City Council To Amend The Text Of Certain Chapters In Titles 5 And 17 Of The Moab Municipal Code (MMC) To Include Additional Land Uses And Standards Controlling Private Properties Hosting Vendors And Amending The Business License Provisions In The MMC Regarding Vendors, Peddlers, Solicitors, And Miscellaneous Merchants

Documents:

vendor code rewrite agenda summary.pdf
exhibit 1_draft ordinance.pdf

6.3. Consideration of Ordinance 2026-19: An Ordinance Amending the Text of the Moab Municipal Code Section 12.08.060 to Update the Process by which the City Grants Exemptions to Its Requirements Governing the Construction of Sidewalks, Curbs, and Gutters to Highway Commercial Properties

Documents:

sidewalk curb and gutter ordinance amendment agenda summary.pdf
exhibit 1_draft ordinance 2026-19.pdf
exhibit 2_moab municipal code 12.08.060 redline.pdf

7. City Manager Updates

8. Mayor and Council Reports

9. Executive (Closed) Session

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

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

9.3. Discussion of the Character, Professional Competence, or Physical or Mental Health of an Individual or Individuals

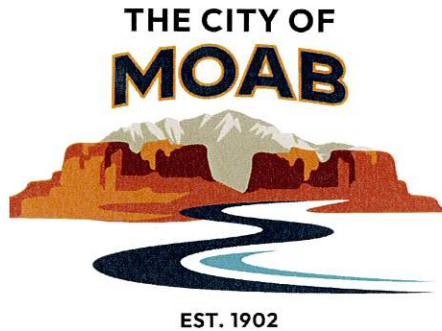
10. Adjournment

Special Accommodations:

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

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

217 East Center Street
Moab, Utah 84532-2534



Phone: (435) 259-5121
Fax: (435) 259-4135

September 23, 2026

Re: Letter of Support for the Grand County Senior Homelessness Prevention Grant

Dear Office of Homeless Services Grant Committee:

The City of Moab is pleased to encourage the consideration of the Southeast Utah Health Department's (SEUHD) Grand County Senior Homelessness Prevention Grant program.

The proposed program fills a significant need within our community. Seniors experiencing housing instability within our rural community face fixed incomes, rising housing expenses, and limited access to supportive services. Our community will greatly benefit from a program that offers support to seniors to allow them to remain safely and stably housed in Moab. The coordination of individualized case management services and home health and safety interventions proposed by the Southeast Utah Health Department and Moab Valley Multicultural Center will provide such assistance.

The partnership between SEUHD and MVMC is valuable for our community. This innovative, cross-organizational approach connects housing conditions directly to residents' overall health, well-being, and ability to remain safely housed. Senior-specific homelessness prevention services will prevent avoidable displacement, address health and safety hazards before becoming emergencies, support aging in place, improve housing stability and quality of life, and connect residents with vital services in Grand County.

The City of Moab supports the SEUHD's grant proposal and attests that the project will benefit local seniors and the broader community.

Best regards,

A handwritten signature in black ink, appearing to read "Michael A. Black".

Michael A. Black, AICP
City Manager



GRAND COUNTY COMMISSION
Melodie McCandless (Chair) • Bill Winfield (Vice Chair) •
Brian Martinez • Trish Hedin • Mike McCurdy
Mary McGann • Jacques Hadler

September 29, 2026

Grand County Emergency Operations Base Plan 2026

Annual Letter of Promulgation

To all Recipients:

Promulgated herewith is the Emergency Operations Base Plan for Grand County and Moab City. This multi-discipline, all-hazards plan provides a framework within which Grand County and Moab City can plan and perform its emergency functions during a disaster. The plan is implemented when necessary to mobilize the resources of multiple departments and jurisdictions in order to save lives and protect property and infrastructure.

This Emergency Operations Plan is one component of the County's approach to emergency management that ensures that Grand County is prepared to prevent, protect against, respond to, recover from, and mitigate the effects of hazards and threats to the County. It is a framework for how the County will conduct emergency operations and establishes core roles and responsibilities consistent with the National Incident Management System.

The plan was created with input from core partners and has been reviewed and adopted by Grand County and Moab City. It will be revised and updated as required and promulgated on an annual basis.

The signatories below endorse the plan for 2026-2027.

Melodie McCandless
Grand County Commission Chair

Date

Jamison Wiggins
Grand County Sheriff

Date

Katelyn Finley
Grand County Emergency Management Director

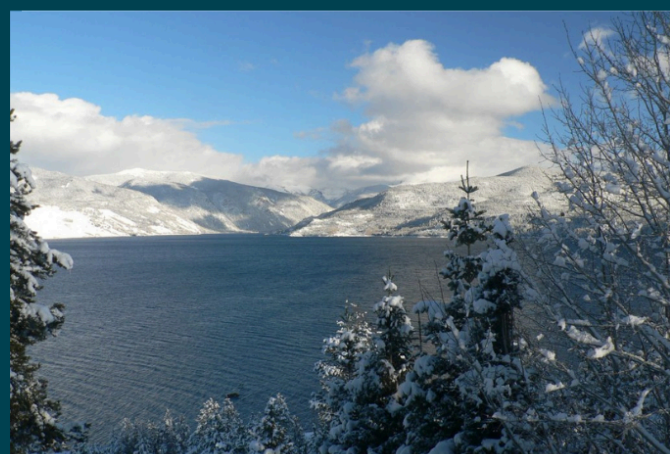
Date

Joette Langianese
Moab City Mayor

Date



GRAND COUNTY



EMERGENCY OPERATIONS PLAN 2026



APPROVAL AND IMPLEMENTATION

The following agreed to support the overall concept of operations of the Grand County EOP and to carry out the functional responsibilities as assigned in the Plan.

Organization/Agency	Position
Grand County	Commission
Grand County	Sheriff
Grand County	Emergency Management Director
Moab	Mayor

The undersigned agree to their responsibilities assigned them and their organization in the Grand County Emergency Operations Plan.

RECORD OF CHANGES

Summary of Change	Date of Change	Page(s) Changed	Change Made By

RECORD OF DISTRIBUTION

Date of Distribution	Distributed To	Distributed By

TABLE OF CONTENTS

APPROVAL AND IMPLEMENTATION	2
RECORD OF CHANGES	3
RECORD OF DISTRIBUTION	4
TABLE OF CONTENTS	5
INTRODUCTION	8
PLAN DIRECTION AND ORGANIZATION	8
Base Plan	8
Support Annexes	8
Hazard-Specific Annexes	8
PURPOSE AND SCOPE	9
PURPOSE	9
SCOPE	9
APPLICABILITY	9
LIMITATIONS	10
SITUATION OVERVIEW	10
LOCATION OF COMMUNITY	10
HISTORY AND SETTLEMENT	10
POPULATION AND DEMOGRAPHICS	11
ECONOMY	12
EMPLOYMENT	13
MISCELLANEOUS	13
TRANSPORTATION AND ROADS	13
HAZARD AND THREAT ANALYSIS SUMMARY	14
Overall Hazard Risk Scores	14
NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)	15
PLANNING ASSUMPTIONS	15
ASSUMPTIONS	15
CONCEPT OF OPERATIONS	17
UNITY OF EFFORT	17
EMERGENCY SUPPORT FUNCTIONS (ESF)	17
CORE CAPABILITIES	17
COMMUNITY LIFELINES	17
INCIDENT SUPPORT MODEL	19
	5

EMERGENCY AND DISASTER DECLARATIONS	19
Local Declaration Process and Considerations	19
Presidential Disaster Declaration Process and Considerations	20
LOCAL DISASTER MANAGEMENT	21
GRAND COUNTY THREAT ASSESSMENT GROUP	21
Activation Levels	23
Notification	26
COUNTY EMERGENCY OPERATIONS CENTER	26
Pre-identified EOC Locations	26
Pre-Identified Locations During an Emergency	26
ACTIVATION PROCESS FOR THE VIRTUAL AND/OR PHYSICAL EOC	27
EOC KEY ACTIVITIES	30
VIRTUAL EOC	30
EOC STAFFING	30
EOC BATTLE RHYTHM AND STAFFING PLAN	30
EOC SUPPLIES	31
Emergency Operations Center Organizational Chart	31
RESPONSE OPERATIONS	33
Emergency Operations Center Staff	33
First Responder Operations	34
RECOVERY OPERATIONS	35
ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES	36
PURPOSE	36
ORGANIZATION	36
Policy Administration Group	36
ASSIGNMENT OF INDIVIDUAL RESPONSIBILITIES	36
DIRECTION, CONTROL, AND COORDINATION	49
SITUATION AND ASSUMPTIONS	49
Situation	49
Assumptions	49
COMMUNITY LIFELINES STATUS	51
ESSENTIAL ELEMENTS OF INFORMATION (EEI)	52
ADMINISTRATION AND DOCUMENTATION	52
ADMINISTRATION AND DOCUMENTATION	52
AFTER ACTION REPORTS (AAR)	53
FINANCE AND LOGISTICS	53
FINANCE	53
Insurance and Cost Recovery	54
Disaster Recovery Centers and Family Assistance Centers	54
Disaster Assistance Programs	54

LOGISTICS	57
PLAN DEVELOPMENT AND MAINTENANCE	58
Revision Schedule	59
TRAINING & EXERCISES	59
AUTHORITIES	59
AUTHORITIES	59
EMERGENCY SUPPORT FUNCTIONS	61
BACKGROUND	61
ESF NOTIFICATION AND ACTIVATION	61
ESF CONTINUITY OF OPERATIONS	61
ESF ROLES AND RESPONSIBILITIES	62
ESF Coordinator	62
Supporting Agencies	62

INTRODUCTION

Grand County, the city of Moab, and the town of Castle Valley take a proactive role in preventing, protecting against, mitigating, responding to, and recovering from potential natural hazards, technological hazards, and human-caused threats. The jurisdictions intend to act quickly to prevent emergencies as much as possible, and to facilitate an orderly, efficient response and recovery to all disasters.

- Complex and emerging threats and hazards demand a unified and coordinated county approach to incident management.
- Achieving these homeland security objectives requires bold steps and adjustments to established structures, processes, and protocols.

PLAN DIRECTION AND ORGANIZATION

The Grand County Emergency Operations Plan (EOP) is modeled after the National Response Framework (NRF) and consists of a base plan and three types of annexes: Emergency Support Function (ESF), Support, and Hazard-Specific.

Base Plan

The Base Plan describes the structure and processes comprising a countywide approach to incident management. It also integrates the efforts and resources of local, private sector, and nongovernmental organizations.

Emergency Support Function (ESF)

The ESF Annexes detail the missions, policies, structures, and responsibilities of local agencies for coordinating resource and programmatic support during large-scale incidents.

Support Annexes

The Support Annexes provide guidance for the functional processes and administrative requirements necessary to ensure efficient and effective implementation of EOP incident management objectives.

Hazard-Specific Annexes

The Hazard-Specific/Incident Annexes address contingency or hazard situations requiring specialized application of the EOP. The inclusion of specific incident annexes reflects the impacts, frequency, or special circumstances around certain incidents. The omission of any incidents does not imply they are not important or have been overlooked in developing the EOP, and these annexes are not intended to serve as a thorough hazard and vulnerability assessment.

The Hazard-Specific/Incident Annexes describe the policies, responsibilities, and coordination processes that govern the interaction of coordinating agencies engaged in incident management and support operations. These annexes are typically augmented by a variety of supporting plans and operational guidance.

PURPOSE AND SCOPE

PURPOSE

This plan predetermines actions to be taken by government agencies and designated private organizations (in addition to their day-to-day responsibilities) within Grand County during times of disaster or emergency. Activation of this plan will reduce the vulnerability of people and property to catastrophe and will enhance collective resource management to support preparedness, response, recovery, and mitigation efforts.

This plan provides for a coordinated effort to minimize the impact of natural or man-made disasters on residents and visitors. The Emergency Operations Plan (EOP) provides the mechanism for coordinating the delivery of assistance and resources to the residents, visitors, and businesses of the County during a major disaster or emergency, showing the commitment between the County, municipal partners, non-profit organizations, private sector partners, citizens, and visitors in times of crisis.

The EOP, in its entirety, is made up of multiple pieces. This document serves as the base plan of the EOP. This base plan contains relatively static response structures germane to any response, whether a wildfire, terrorist incident, or planned event. These elements serve to guide the overall response in a broad sense. To supplement this response, the EOP also contains functional annexes. These annexes detail specific functional areas, such as Transportation or Communications, to identify and coordinate planning, response, recovery, training, and exercise efforts. To supplement even further are hazard- and incident-specific annexes, which detail the response to a specific threat, such as a flood. These three volumes form the comprehensive EOP.

SCOPE

This plan addresses natural and manmade hazards that could adversely affect Grand County. The plan applies to all County government departments and agencies tasked to assist in a disaster or emergency. It describes the fundamental policies, strategies, and general operations concepts to manage the emergency from its onset through the post-disaster recovery phase.

APPLICABILITY

This EOP applies to all County and Municipal agencies, local community organizations, businesses, and residents. It addresses the types of emergencies likely to occur, from local emergencies to major disasters to catastrophic events. It also establishes a concept of operations that spans from initial detection through post-disaster response, recovery, and mitigation.

The EOP assigns specific functional responsibilities to appropriate local agencies and organizations and outlines coordination methods with the private sector and volunteer organizations. It also defines coordination mechanisms to facilitate the delivery of immediate assistance, including coordination with state and federal agencies to initiate long-term recovery activities.

LIMITATIONS

This EOP is a living document, continually improving and updating as knowledge is gained through guidance, training, exercise, and coordinated emergency response activities. The County will make every reasonable effort to respond in the event of an emergency or disaster. Still, county resources may be overwhelmed and need supplementation from other local, state, and federal resources.

The responsibilities and functions outlined in this EOP will be fulfilled only if the situation, information exchange, extent of actual agency capabilities, and resources are available. There is no guarantee implied by this EOP that a perfect response to emergency or disaster incidents will be expected or possible.

SITUATION OVERVIEW

Due to the collaborative nature of a disaster/emergency, this plan will work in conjunction with other local, county, state, and regional plans. The following table lists the plans that may be used simultaneously and the agency/organization responsible:

Local Plans	Responsible Agency/Organization
Grand County Multi-Jurisdictional Hazard Mitigation Plan	Grand County
Dam EAPs: Ken's Lake EAP; Aspinall Unit Emergency Action Plan which includes Blue Mesa, Morrow Point, and Crystal Dams; McPhee Dam and Great Cut Dyke Emergency Action Plan	Dam Owners
Mass Fatality Plan	SE Utah Health Department

LOCATION OF COMMUNITY

Grand County is located on the east side of Utah, with its eastern border adjoining the western border of Colorado. The county is centered along the east border of Utah on the Colorado Plateau. The county borders seven other counties. It is bordered on the north by Uintah County; on the northeast by Garfield County, CO; on the east by Mesa County, CO; on the southeast by Montrose County, CO; on the south by San Juan County; on the west by Emery County; and on the northwest by Carbon County. The total area of the county is 3,684 square miles, of which 12 square miles is water. It is the 9th largest county by area in Utah.

The incorporated communities include the city of Moab and the town of Castle Valley. Census-designated places include Thompson Springs. Unincorporated communities include Castleton, Cisco, Dewey, Mesa, Richardson, and Westwater.

HISTORY AND SETTLEMENT

Evidence of petroglyphs supports the presence of indigenous people in the Grand County region as far back as 10,000 BC. Around 3,000 BC, the Archaic people entered the region. The Fremont and Ancestral Pueblo cultures emerged roughly 2,000 years ago (Utah History, 2023). In the 11th and 12th centuries, the current location of Moab was once used by Pueblo farming communities.

The most well-known tribes that existed in the area were the Ute, Navajo, Paiute, and Hopi (Grand County, 2023c).

In the mid-1700s to the late 1800s, both Europeans and Americans began exploring the western United States, including those in the Rivera and Franciscan expeditions in 1765 and 1776, respectively, which helped form the Old Spanish Trail. Army Captain John Macomb and physician/geologist John Newberry mapped a route in 1859 from New Mexico to Utah to transport military supplies, survey the region, assess resources, and locate where the Green and Colorado Rivers converge (Grand County, 2023c).

In 1855, The Church of Jesus Christ of Latter-Day Saints sent 41 men to the Grand County region to establish a new community. However, the men quickly left just months later after disputes with the Utes living in the area. Ranchers and homesteaders returned to what is now Grand County in the 1870s and began permanent settlement in Moab Valley. Early Moab relied on farming and ranching and became well-known for its fruit orchards. The county later turned to prospect mining during the 1890s, and Moab became a true Wild West town. In 1952, Charlie Steen discovered huge uranium deposits in the county, prompting a staggering 233% jump in population in just a few years. However, uranium production decreased by the 1960s and officially halted in 1984 when nuclear energy production dramatically slowed down. Tourism, recreation, film production, fine arts, and agriculture are now the primary focuses of Grand County (Grand County, 2023c).

POPULATION AND DEMOGRAPHICS

In 2022, Grand County had a population of 9,769 (U.S. Census QuickFacts, 2022). This is an increase of 1.0% from the population taken during the 2020 Census, which was 9,669. According to the 2021 American Community Survey, Grand County ranks 22nd in total population among all 29 of Utah's counties (Utah Demographics, 2023). From decennial census to decennial census, the population in Grand County has been trending up since its inception in 1890, with the exception of two periods of decline throughout 1940–1950 (-8.1%) and 1980–1990 (-19.7%). The population has also decreased several times from year to year in between the decennial censuses, with the most recent declines occurring in 2011 (-0.15%) and 2017 (-0.34%) (American Community Survey, 2019).

The population trends for Grand County and the two largest communities in the county are shown in the table below.

County Location	2010	2020	Percent Change 2010–2020
Entire County	9,225	9,669	4.8%
Moab	5,046	5,366	6.3%
Castle Valley	319	347	8.8%
<i>Source: U.S. Census Bureau, 2010, 2020</i>			

Between 2010 and 2020, the county as a whole increased in population by 4.8%, although there were periods of decline within that time. Both Moab and Castle Valley increased in population, as well, with 6.3% and 8.8% increases respectively.

Race	Percent of Population
White	89.0%
Black or African American	1.1%
American Indian and Alaska Native	5.1%
Asian	2.3%
Native Hawaiian and Other Pacific Islander	0.1%
Hispanic or Latino	10.8%
<i>Source: U.S. Census Bureau, 2020</i>	

ECONOMY

One of the largest economic drivers in Grand County is tourism. With multiple extremely popular tourist destinations located throughout the county, peak tourism seasons fuel economic growth year over year. In 2020, the two national parks in the county had a combined visitation of more than 1.7 million people. Unfortunately, the tourism industry is highly volatile and cannot be relied upon as the sole generator of income in the county. The lodging industry augments the tourism industry in Grand County, with over 5,000 campground sites and rooms in hotels, resorts, or secondary homes. Part-time vacation and retirement homes make up approximately 25% of the county's housing stock. Many other industries in the county also support tourism, such as food services and retail trade. Mining was also once a strong economic driver in Grand County, beginning in the 1920s with the mining of deep petroleum deposits and uranium. However, economic and population decline in the early 1980s led to a downturn in mining, and the industry never recovered. Another significant industry in the county is filmmaking (Grand County General Plan, 2022).

An estimated 69.6% of the population 16 years or older in Grand County is in the civilian labor force (5,547 people). An estimated 80.9% of the people employed in 2021 were private wage and salary workers; 9.9% were federal, state, or local government workers; and 9.1% were self-employed (American Community Survey, 2021d). The accommodation and food services (1,473 people); retail trade (1,083 people); and construction (487 people) industries currently hold the highest number of employees of any other industry in the county (American Community Survey, 2021d). The most common job groups, regardless of industry, are food preparation (832 people); management (804 people); and office administrative support (645 people).

The adjusted unemployment rate for Grand County as of February 2023 is 3.8%, compared to 2.4% for the state of Utah and 3.6% for the United States for the same period (Utah Department of Workforce Services, 2023).

The median household income in 2021 in Grand County was \$51,433. An estimated 79% of households received earnings, and 15.2% received retirement income. 36% of households received Social Security income (American Community Survey, 2021a). In 2021, 117 people in the county received Supplemental Security Income (SSI) (SSA, 2021). These income sources are not mutually exclusive; that is, some households receive income from more than one source. The poverty rate in the county is 11.1% (U.S. Census QuickFacts, 2022).

EMPLOYMENT

Non-agricultural employment totaled 6,090 in 2020. Government accounts for nearly 20% of Grand's non-agricultural employment (2020). Services (35.09%) and trade (17.73%) also account for significant shares. Total employment (which includes agriculture, private households, and non-farm proprietors) is projected to grow at an average annual rate of 1.7% from 4,342 in 1990 to 8,485 in 2030.

The largest employer in Grand County is the United States Government. Other major employers are Grand County, Grand County School District, Moab Regional Hospital, City Market, and the City of Moab.

MISCELLANEOUS

Construction: The total number of residential building permits issued in Grand County in 2020 was 115.

Retail Sales: Gross taxable retail sales, services, and business equipment purchases amounted to \$467 million in 2020.

TRANSPORTATION AND ROADS

1. Canyonlands Regional Airport is located 20 miles north of Moab off Highway 191.
2. Cortez, Durango, Grand Junction, Colorado, and Farmington, New Mexico, are the nearest other commercial airline services.
3. State Route 191 traverses Grand County from the North to the South. If the bridge crossing the Colorado River at Moab became dysfunctional, there would be a significant impact on the County. Either the Utah Department of Transportation or Grand County almost exclusively maintains public roadways within Grand County. While most secondary roads are paved, several unpaved public roads remain throughout the county.

Several major highway corridors cross through Grand County. Major routes include the following state highways:

1. I-70: East to West Route travels through the State into Colorado
2. SR 191: Travels North to South, from I-70 South into San Juan County

Secondary routes include the following state highways:

1. SR-313: Travels West from SR-191 into Canyonlands National Park and Deadhorse State Park
2. SR-279: Travels West from SR-191 to the Potash Plant
3. SR-128: Travels East from SR-191 along the Colorado River to Castle Valley

HAZARD AND THREAT ANALYSIS SUMMARY

The hazard analysis and risk assessment for Grand County is located in the 2023 Grand County Multi-Jurisdictional All Hazard Mitigation Plan.

Overall Hazard Risk Scores

The following table represents the hazards and overall risk scores for Grand County.

Hazard Event	Probability	Consequence				Total Risk Total Risk Score (Probability x Consequence)
	Probability Factor	Sum of Weighted Extent Factors	Sum of Weighted Vulnerability Factors	Sum of Weighted Impact Factors	Consequence Score	
Flash Flood	3	15	11	28	54	76
Wildfire	3	15	11	28	54	76
Winter Storm/Blizzards/Heavy Snow	3	9	11	14	34	51
River or Stream Flood	2	15	6	30	51	51
Drought	3	9	9	15	33	50
Hazardous Material Incident	3	9	5	18	32	48
Extreme Heat	3	6	9	14	29	45
Straight-line Wind	3	6	10	13	29	45
Public Health Emergencies	2	15	9	17	41	42
Extreme Cold	2	9	11	13	33	35
Prolonged Power Outage	2	9	9	15	33	35
Lightning	3	3	5	12	20	32
Cybersecurity Incident	2	12	6	10	28	31
Hail	2	3	10	13	26	29
Major Transportation Incident	2	6	5	15	26	29
Landslide	2	3	5	16	24	27
Infestation	2	9	3	10	22	25
Problem Soils	2	6	5	11	22	25
Terrorism/Active Assailant Incidents	1	12	5	26	43	24
Avalanche	2	3	5	13	21	24
Earthquake	1	6	16	16	38	22
Dam Failure	1	12	6	20	38	22
Tornado	1	3	5	12	20	13

Hazard Risk Scores Legend

Probability Factor		Sum of Weighted Extent Factors		Sum of Weighted Vulnerability Factors		Sum of Weighted Impact Factors		Consequence Score			
1	Low (L)	0–6	Low (L)	0–6	Low (L)	0–12	Low (L)	0–25	Low (L)	0–24	Low (L)
2	Medium (M)	7–12	Medium (M)	7–12	Medium (M)	13–26	Medium (M)	26–50	Medium (M)	25–59	Medium (M)
3	High (H)	13–18	High (H)	13–18	High (H)	27–39	High (H)	51–75	High (H)	60–100	High (H)

The **Legend—specifically the assignment of low, medium, and high—provides an additional means to qualitatively assess the probability factor, sum of weighted factors, and the total risk scores for each hazard.*

Probability Factor	Sum of Weighted <u>Extent</u> Factors	Sum of Weighted <u>Vulnerability</u> Factors	Sum of Weighted <u>Impact</u> Factors	Consequence Score	
<i>The Consequence Score represents the sum of the Extent, Vulnerability, and Impact Factors.</i>					
<i>The Total Risk Score is a measure of Probability and Consequence.</i>					

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

The overwhelming majority of emergency incidents are handled daily by a single jurisdiction at the local level. The National Incident Management System (NIMS) was developed as a standardized incident management and response approach. This integrated system establishes a uniform set of processes, protocols, and procedures that all emergency responders at every level of government utilize to conduct response actions.

This system ensures that those involved in emergency response operations understand their roles and have the tools they need to be effective. This planning effort is one step in helping the community achieve NIMS compliance. The benefit of NIMS is that the community is better prepared for an integrated response to an incident. Incident response organizations at all levels can implement NIMS. A critical component of NIMS is the Incident Command System (ICS).

This plan has been organized to utilize Emergency Support Functions as outlined in the National Response Framework.

PLANNING ASSUMPTIONS

Grand County may experience any of the hazards listed in the hazard analysis section of this Plan. The hazards are:

- Flash Flood
- Wildfire
- Winter Storm/Blizzards/Heavy Snow
- River or Stream Flood
- Drought
- Hazardous Material Incident
- Extreme Heat
- Straight-line Wind
- Public Health Emergencies
- Extreme Cold
- Prolonged Power Outage
- Lightning
- Cybersecurity Incident
- Hail
- Major Transportation Incident
- Landslide
- Infestation
- Problem Soils
- Terrorism/Active Assailant Incidents
- Avalanche
- Earthquake
- Dam Failure
- Tornado

ASSUMPTIONS

- A. Incidents are managed at the lowest possible geographic, organizational, and jurisdictional level.

- B. Incident management activities will be initiated and conducted using the principles of NIMS.
- C. Any time an emergency or major disaster occurs and/or the emergency operations center is activated, the appropriate sections of this emergency response plan will be considered activated, and established response procedures will be followed.
- D. The government's combined expertise and capabilities at all levels, the private sector, and nongovernmental organizations will be required to prevent, prepare for, respond to, and recover from emergencies or major disasters.
- E. In addition to disaster planning for the general population of Grand County, special plans have been developed for critical facilities (hospitals, nursing homes, and schools), institutionalized persons (the county jail), the elderly, the physically or mentally challenged, non-English speaking, and for private industry. Those plans have been developed by the responsible agencies and considered throughout the development of this plan.
- F. Deployment of resources and incident management activities during an actual or potential terrorist incident are coordinated with the US Department of Justice (DOJ).
- G. Response procedures in place allow for improvisation or adjustment as may become necessary to handle the scope of the emergency or disaster situation.
- H. Major disasters will require a high level of inter- and intra-jurisdictional coordination of operations and resources at all levels of government and may involve multiple, highly varied hazards or threats that:
 - Results in numerous casualties, fatalities, displaced people, property loss, disruption of normal life-support systems, essential public services, basic infrastructures, and changes to the environment.
 - Impact critical infrastructures across a wide geographic area.
 - Overwhelm the capabilities of state, local, and tribal governments and private-sector owners and operators.
 - Attract a sizeable influx of independent, spontaneous volunteers and supplies.
 - Require extremely short-notice state and federal asset coordination and response timelines, and,
 - Require prolonged, sustained incident management operations and support activities.
- I. Response agencies shall be familiar with their role in response activities, have in place their operating guidelines for accomplishing the tasks described here, and have been appropriately trained and equipped, within the limits of current staffing and financial constraints, to fulfill the responsibilities defined in this plan.
- J. Grand County has limited resources. Many responders are volunteers (i.e., firefighters, search & rescue, EMS, VOAD, etc.). It is unknown, in advance, how many responders will be available at the time of emergency due to daily work requirements and family concerns.
- K. Plans are in place to supplement available county resources by requesting the assistance of jurisdictions outside Grand County; neighboring counties, the State of Utah, or, in extreme cases, Federal agencies, private industry, and volunteers.
- L. When incidents are declared disasters or major emergencies by the President, federal support to States is delivered by relevant provisions of the Stafford Act.
- M. ESFs may be selectively activated for Stafford and non-Stafford Act incidents where federal departments or agencies request DEM assistance. Not all incidents result in the activation of ESFs.

CONCEPT OF OPERATIONS

The concept of operations detailed below depicts the County's overall approach to emergency response situations. It describes what should happen, in what order, and under whose management. This will be expanded upon in the ESF and incident-specific annexes of this plan.

Grand County identified the following priorities for incident response:

- **Life Safety:** Ensure the safety and security of community members, first responders, and support personnel.
- **Incident Stabilization:** Establish leadership to stabilize Community Lifelines and reduce future impacts.
- **Protect Property and Environment:** Protect infrastructure assets, systems, and networks, whether physical or virtual, and preserve environmental resources.
- **Societal Restoration:** Reestablish disrupted Community Lifelines.

UNITY OF EFFORT

Grand County and all relevant agencies and departments will coordinate incident operations to achieve common objectives, build consensus, and participate in transparent and inclusive planning efforts. Unity of Effort enables Grand County and other independent organizations to support each other while maintaining their own jurisdictional authorities. Unity of Effort is reflected in the EOP coordinating structures.

EMERGENCY SUPPORT FUNCTIONS (ESF)

Emergency Support Functions (ESF) are the way we organize across community agencies and organizations - the means - to enhance coordination and integration. Inter-agency coordination enables Grand County to better adapt to emerging threats and serve individuals and communities. The EOP uses the ESF concept to organize incident operations, in alignment with the State of Utah and the Federal government. ESFs provide the structure to coordinate appropriate agencies within Grand County, as well as NGOs, the private sector, and some state and federal agencies. ESFs are responsible for various resources and capabilities, as described in the ESF Annexes. The ESF structure, in alignment with the Modular Organization concept within NIMS, allows for flexible and adaptable response by activating the functions that are most relevant for the incident.

CORE CAPABILITIES

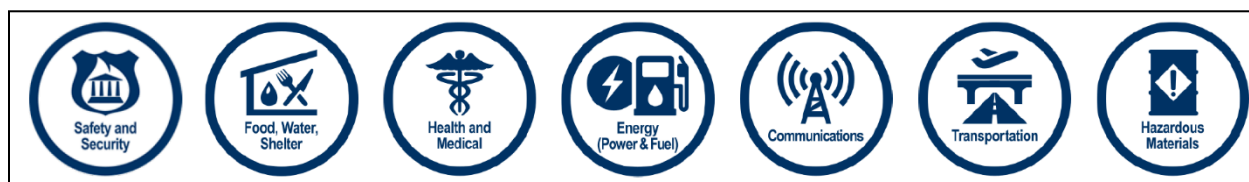
The National Preparedness Goal establishes 32 Core Capabilities to address our greatest risks. Core Capabilities describe the actions that can be taken - the ways - to stabilize and re-establish Community Lifelines. Each ESF is associated with various capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery.

COMMUNITY LIFELINES

The Federal Emergency Management Agency (FEMA) developed a community lifelines construct to increase effectiveness in disaster operations and better position the Agency to respond to catastrophic incidents. Lifelines are critical services within the community that must

be stabilized to protect life and property. When lifelines are stabilized, other aspects of society can function as intended. A stable lifeline allows for the continuous operation of critical government and business functions and is essential for human health, safety, and economic security (FEMA, 2023).

The plan incorporates lifelines into all phases of emergency management to reframe how incidents are viewed during a response. Lifelines are designed to create solutions that address the root cause of disruptions to critical functions such as energy, food and water, and communications. This root cause analysis and response will guide how Grand County prioritizes resources and decisions at all response levels. The seven lifelines are shown below.



Each lifeline has several components and subcomponents to help define key incident stabilization factors, which help planners and responders determine the condition of each lifeline. These components help target the response towards those critical functions to stabilize the lifeline. Subcomponents are flexible and may be developed under each component as needed. The components under each lifeline are as follows:

Community Lifeline Components

Multiple components and subcomponents establish the parameters of the lifeline; component-level assessment is required to determine the condition of each lifeline.

1. Safety and Security

- Law Enforcement/Security
- Fire Service
- Search and Rescue
- Government Service
- Community Safety

2. Food, Water, Shelter

- Food
- Water
- Shelter
- Agriculture

3. Health and Medical

- Medical Care
- Public Health
- Patient Movement
- Medical Supply Chain
- Fatality Management

4. Energy

- Power Grid
- Fuel

5. Communications

- Infrastructure
- Responder Communications
- Alerts, Warnings, and Messages
- Finance
- 911 and Dispatch

6. Transportation

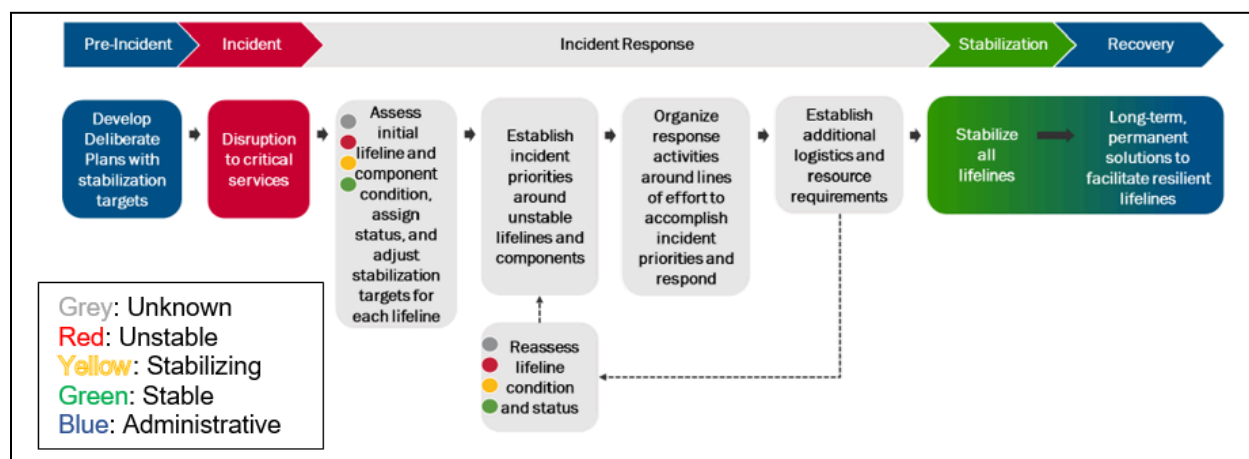
- Highway/Roadway/Motor Vehicle
- Mass Transit
- Railway
- Aviation
- Maritime

7. Hazardous Material

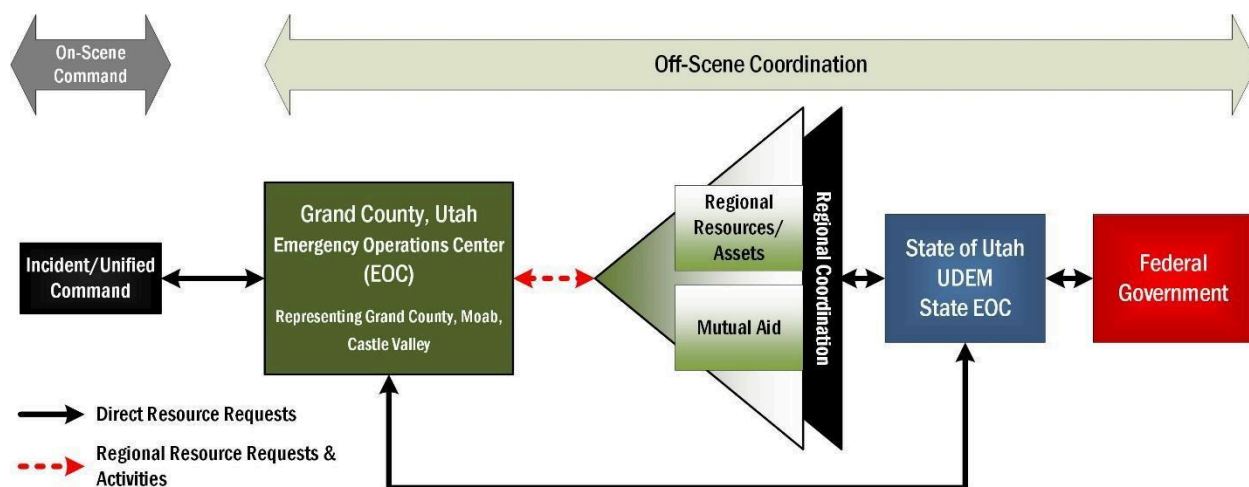
- Facilities
- HAZMAT, Pollutants, Contaminants

ASSESSMENT	
Status	"What?"
Impact	"So What?"
Actions	"Now What?"
Limiting Factors	"What's the Gap?"
ETA to Green	"When?"

The County will begin to implement lifelines according to the following diagram. Lifelines will continue to be integrated into planning documents pre-event. As incidents occur, responders will assess the community lifelines to determine status, impact, actions, limiting factors, and ETA to Green, as indicated below. Most of this work will take place in conjunction with the functional annexes through the operation of the County EOC.



INCIDENT SUPPORT MODEL



EMERGENCY AND DISASTER DECLARATIONS

Local Declaration Process and Considerations

The Sheriff prompts the Commission Chair when to declare an emergency and if the EOP has been activated and an emergency has been declared, the Sheriff has responsibility for terminating the emergency response after all response actions have been completed and the emergency event has concluded.

Once a local emergency has been declared by the Grand County Commission, and it is decided that an event is beyond the capabilities of Grand County resources, a recommendation is made to the Emergency Manager, who then initiates requests for assistance from the state government.

through the Utah DEM. The Grand County Commission must approve and sign supporting documentation.

There is no set template when it comes to writing a local declaration. The main points are:

- State the type of event (i.e. flood, earthquake)
- Briefly describe the damage
- Mention any other significant facts (i.e. boil order, damaged utilities)
- Convey that the event is outside the capabilities of the jurisdiction to respond & recover from it
- State any local statutes or codes that allow an emergency declaration to be made
- Mention how long the declaration is for

Below is an example of how to structure the declaration:

WHEREAS, _____ County (or city/town) has suffered from a _____ (i.e. flood, earthquake, severe storm, etc.) that occurred on _____ (include date(s) and time).

WHEREAS, extensive damage was caused to public and private property, roads, bridges, homes, businesses, utilities, and other public and private facilities; and

WHEREAS, emergency response operations continue throughout the county and are severely straining all responding agencies and the emergency operations plan is in effect; and

WHEREAS, the cost and magnitude of responding to and recovering from the impact of this event is far in excess of the county's (or city's/town's) available resources;

WHEREAS, these conditions do create a "State of Emergency" according to local and state statutes;

NOW THEREFORE, the County Commission (or the Mayor of _____) has declared a state of emergency on behalf of _____ County (or city/town), and will execute for and on behalf of _____ County (or city/town), the expenditure of emergency funds from all available sources, the invoking of mutual aid agreements, and the requesting assistance from the State.

Presidential Disaster Declaration Process and Considerations

As established in the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), all requests for a declaration by the President that a major disaster exists shall be made by the Governor. The Stafford Act includes two types of disaster declarations:

- **Emergency Declarations:** The President can declare an emergency for any occasion or instance when the President determines federal assistance is needed. Emergency declarations supplement state and local efforts in providing emergency services.
- **Major Disaster Declarations:** The President can declare a major disaster for any natural event that the President determines has caused damage of such severity that it is beyond the combined capabilities of state and local governments to respond. A major disaster

declaration provides a wide range of federal assistance programs for individuals and public infrastructure, including funds for both emergency and permanent work.

Federal assistance through a Presidential Disaster Declaration is requested by the Governor if the situation meets the criteria for a declaration. The Governor submits a written request to the president through FEMA Region VIII in Denver, CO. FEMA gathers information to supplement the Governor's request, and this is sent to the President who determines the final disposition. The disposition of the request is transmitted through FEMA Region VIII back to the Governor. FEMA, part of the Emergency Preparedness and Response Directorate of the Department of Homeland Security, is tasked with coordinating the response of federal agencies with state and local governments.

Based on the Governor's request, the President may declare that a major disaster or emergency exists, thus activating an array of federal programs to assist in the response and recovery effort. Not all programs, however, are activated for every disaster. The determination of which programs are activated is based on the needs found during the damage assessment and any subsequent information that may be discovered.

LOCAL DISASTER MANAGEMENT

The EOP recognizes several systems that provide multiagency coordination before emergencies even occur. During a crisis, these systems may expand, and new elements may be introduced to scale with the size of the incident requiring coordination:

- **Grand County Emergency Operations Center (EOC):** The physical or virtual location from where Grand County coordinates information and resources to support incident management (on-scene operations) activities.
- **Grand County Threat Assessment Group:** Group of agency administrators and executives that enables decision-making among elected and appointed officials and senior executives in other organizations, as well as those directly responsible for incident management.
- **Grand Dispatch:** 9-1-1 Public Safety Answering Point for Grand County.
- **Grand County Public Information Officer (PIO) Group and Joint Information Center (JIC):** Central location where personnel coordinate incident-related public information activities. Activated by ESF #15 (External Affairs) and supported by the EOC.
- **Southeast Utah Health Department**

GRAND COUNTY THREAT ASSESSMENT GROUP

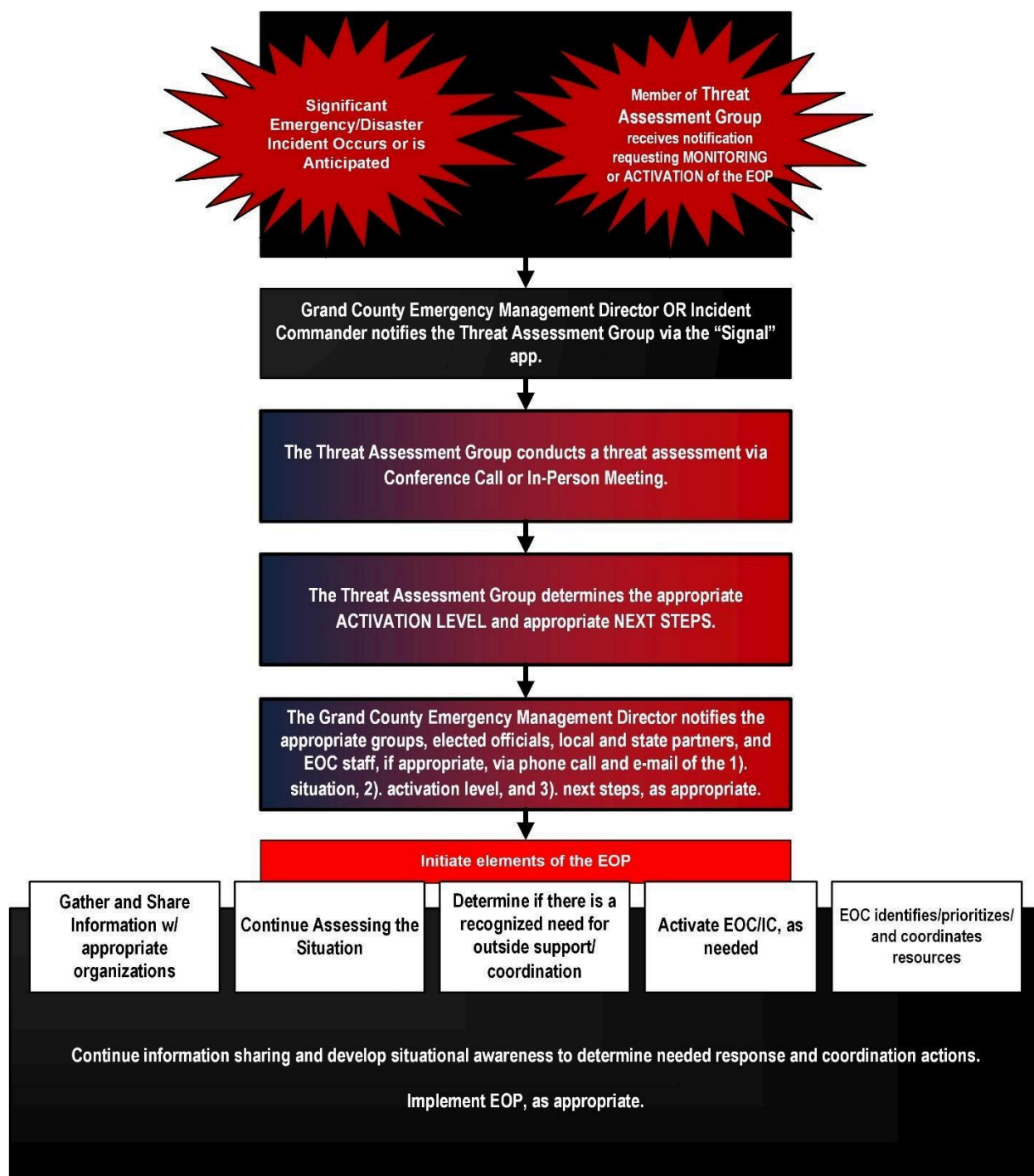
Depending upon the nature and scope of the emergency, response activities will be conducted under the command and management of one or all Grand County Threat Assessment Group members, or their designee. See ESF #5-Emergency Management for more detailed information. The members of the Grand County Threat Assessment Group are:

1. Sheriff, Grand County
2. Chief Deputy Sheriff, Grand County
3. Fire Chief, Moab Valley Fire Department

4. Police Chief, Moab
5. Assistant Police Chief, Moab
6. EMS Executive Director, Grand County EMS
7. Emergency Management Director, Grand County
8. Dispatch Supervisor, Grand County Dispatch
9. EMS/Emergency Coordinator
10. Others, such as Castle Valley, as determined and based on the nature of the incident and the expertise needed

Once notified of an emergency, the notified Threat Assessment Group member(s) will ensure that the other members are notified as appropriate.

In most incidents, the County Emergency Management Director will activate the EOP, and incident coordination will occur at or near the incident scene. The Emergency Operations Center (EOC) would be activated in a significant incident. The EOC is located at 2600 US-191 in Moab, UT. Activation is based on the level of the emergency. The purpose of the EOC is to provide a central location from which government at any or all levels can provide intra-agency and multiagency coordination and executive decision-making for managing disaster response and recovery. The type and level of EOC activation levels are shown in the flow chart below:



NOTIFICATION AND ACTIVATION

Activation Levels

There are three functional levels of activation, outside of “steady-state” operations, based on the individual situation and need for coordinated response. Steady-state operations include regular, day-to-day public safety, emergency management operations, and monitoring activities. The

EOC is a “warm” EOC, meaning that it is not staffed 24/7 for monitoring activities. Dispatch provides day-to-day alert and notification functions.

Activation levels include:

- **Monitoring/Enhanced Activation:** Certain incidents that have the potential to rise to the level of an emergency or disaster. This activation is primarily supported by emergency management staff. This activation level may include one or more subject matter experts depending on the nature of the incident (e.g., hazardous materials spill) and may be activated virtually. The situation may require additional staff or equipment and supplies from another department or jurisdiction to deal with the incident.
- **Partial Activation:** Emergencies or non-catastrophic disasters that have special characteristics requiring response by multiple municipal or county departments and partner agencies. This activation level requires the acquisition and/or use of special resources and will require support from selected departments.
- **Full Activation:** Extraordinary disasters that require the coordinated response of Grand County, neighboring jurisdictions, and the greater community to save lives and preserve and protect property. This level of activation will require 24-hour response coordination and utilization of staff from other county and municipal departments and agencies, state agencies, and federal partners.

The **Threat Assessment Group** will determine if and to what level the EOC should be activated. EOC activation may be initiated in advance and when practicable, such as a predicted storm, or in the immediate aftermath of an unexpected disaster, such as an earthquake.

ACTIVATION LEVELS	MONITORING/ENHANCED	PARTIAL	FULL
EXAMPLE/ TRIGGERS	Potential Situational Usage: • Use in the early stages of advanced notice events - VIP visits, planned events, winter weather, etc. • Small local events where current and future needs are unknown. • Agency-specific assistance is needed beyond the normal day-to-day channels on a limited scale. • Often monitoring status leads to partial or full activations once the situation develops further.	Potential Situational Usage: • Events where assistance is needed for collaboration within the County or for a small local event such as localized flooding, planned events, etc. • Can be used for extended events such as disease or potential disease monitoring. • Hazard-specific events where a small group of responders is needed such as a hazardous materials release or an agency-specific cyber threat.	Potential Situational Usage: • Need is demonstrated for significant partner collaboration in an open EOC. • There is a need for sharing and/or prioritizing resources. • Local authorities have issued evacuation orders. • The response is across many disciplines. • Multi-jurisdiction response. • County, State and/or Federal assets responding. • Major response effort such as a mass casualty incident, major flood, or terrorist attack.
KEY RESPONSE ACTIVITIES	• Multi-system monitoring, weather, media, WebEOC, etc. • Proactive information sharing. • Situational assessments and updates.	• Monitoring activities. • Assessment and allocation of resources. • Physical response directed through ICS. • Collaboration and coordination with local elected officials and state responders. • Limited ICS structure and reporting. • Partial EOP activation.	• Monitoring and partial stage activities. • Prioritization, tracking, and demobilization of resources. • Coordinated information sharing. • Tactical response including operationalizing future planning initiatives. • Full ICS structure and reporting. • Full EOP activation.
EOC	• No. Response is likely limited to key emergency personnel. • May lead to a partial or full activation or follow a partial or full activation during the demobilizing process.	• Yes. Can be virtual or physical. • Limited participation from specific partners needed for the response. • Can also be activated as a result of scaling down a Full activation EOC for long-term operations.	• Full activation of EOC. • Will include multiple operational periods. • County EOC is activated • EOC will be fully staffed

Notification

Notifications regarding the activation level will be made to the appropriate response personnel utilizing the **Signal App** and appropriate phone calls, emails, as appropriate.

Organizations or departments reporting to the EOC may include but are not limited to:

1. Grand County Commission
2. Grand County Attorney
3. Grand County Clerk/Auditor
4. Emergency Management
5. Grand County Sheriff
6. Fire/Hazardous Materials
7. Engineering/Public Works
8. Public and Environmental Health
9. Emergency Medical Services
10. Grand County School District
11. Human Resources
12. Public Information Team
13. Red Cross/Mass Care
14. State, Federal, and other liaisons; and
15. Utilities/Private Sector Partners

Note: See the EOC Organizational Chart and the ESF Matrix of Primary and Support Agencies.

COUNTY EMERGENCY OPERATIONS CENTER

Pre-identified EOC Locations

The County will coordinate the response by utilizing the EOC (non-evacuating situations) as necessary.

Facility Name	Address	Additional Information
Primary: Grand County EOC	2600 US-191 in Moab, UT	
Secondary: Moab Valley Fire Protection District	45 South 100 East Moab, Utah 84532	
Castle Valley: Town Hall/Town Building	2 Castle Valley Dr, Castle Valley, UT 84532	

Pre-Identified Locations During an Emergency

Facility Name	Address	Point of Contact	Additional Information
Staging Area	Old Spanish Trail Arena	Old Spanish Trail Arena Director	

ACTIVATION PROCESS FOR THE VIRTUAL AND/OR PHYSICAL EOC

Type of Incident	EOC Activation Level	Personnel Required
Unusual occurrence or minor emergency	Staff Only Activation (MONITORING)	Emergency Management Staff Only
Small-scale emergency requiring limited EOC support and coordination	Limited Activation (MONITORING)	Emergency Management staff supplemented by limited and incident-specific emergency-related personnel
Potential large-scale emergency or disaster	Partial Activation (PARTIAL)	Emergency Management staff, designated support staff, and incident-specific emergency-related personnel as identified by the Threat Assessment Group.
Full-Scale Emergency	Full Activation (FULL)	All Support Staff Positions Filled

EOC activation is also based on incident complexity. As established in the NIMS Incident Complexity Guide (June 2021), incident complexity is determined based on:

- Geographic area involved
- Level of threat to life and property
- Political sensitivity
- Organizational complexity
- Jurisdictional boundaries
- Values at risk
- Weather
- Strategy and tactics
- Agency policy
- How routine or unusual the incident is

A summary of the five (5) incident complexity levels, as well as incident effect and incident management indicators, is included in the **table** below. As indicated in the table, EOC activation is unnecessary for a Type 5 incident, may be necessary for a Type 4 or Type 3 incident, is likely necessary for a Type 2 incident, and is necessary for a Type 1 incident.

The NIMS Incident Complexity Levels will be used unless there is a complexity analysis that is more appropriate for the incident (such as wildland fire, structure fires, search and rescue, etc.).

NIMS Incident Complexity Levels ¹		
Type	Incident Effect Indicators	Incident Management Indicators
5	• Incident shows no resistance to stabilization or mitigation • Resources typically meet incident objectives within one or two hours of arriving on scene • Minimal effects to population immediately surrounding the incident	• IC position is filled, but Command and General Staff positions are unnecessary • <i>EOC activation is unnecessary</i> • One or more resources are necessary and receive direct supervision from the IC

¹ National Incident Management System (NIMS) Incident Complexity Guide. (June 2021). FEMA.
<https://www.fema.gov/sites/default/files/documents/nims-incident-complexity-guide.pdf>

NIMS Incident Complexity Levels ¹		
Type	Incident Effect Indicators	Incident Management Indicators
	- Few or no evacuations necessary during mitigation - No adverse impact on critical infrastructure - Elected officials and stakeholders require minimal or no coordination, and may not need notification	- Resources may remain on scene for several hours, up to 24, but require little or no logistical support - Formal incident planning process is not necessary
4	- Incident shows low resistance to stabilization or mitigation - Resources typically meet incident objectives within several hours of arriving on scene - Incident may extend from several hours to 24 hours - Limited effects to population surrounding incident - Few or no evacuations necessary during mitigation - Incident threatens, damages, or destroys a minimal number of properties - Elected officials and stakeholders require minimal or no coordination, but they may need to be notified	- IC/Unified Command (UC) role is filled, but Command and General Staff positions are typically not necessary <i>EOC activation may be necessary</i> - Multiple kinds and types of resources may be necessary - Resources may remain on scene for 24 hours or longer and may require limited logistical support
3	- Incident shows moderate resistance to stabilization or mitigation - Resources typically do not meet incident objectives within the first 24 hours of resources arriving on scene Incident may extend from several days to over one week - Population within and immediately surrounding incident area may require evacuation or shelter during mitigation - Incident threatens, damages, or destroys properties - Critical infrastructure may suffer adverse impacts - Elected officials and stakeholders require some level of coordination	- IC/UC role is filled <i>EOC activation may be necessary</i> - Command Staff positions are filled - Incident typically extends into multiple operational periods - Resources may need to remain on scene for over a week and will require logistical support - Incident may require an incident base to support resources - Numerous kinds and types of resources may be required - Number of responders depends on the kind of incident but could add up to several hundred personnel - Leaders initiate and follow formal incident planning process
2	- Incident shows high resistance to stabilization or mitigation - Resources typically do not meet incident objectives within the first several days - Incident may extend from several days to two weeks - Population within and surrounding the general incident area is affected - Affected population may require evacuation, shelter, or housing during mitigation for several days to months - Incident threatens damages, or destroys properties - Critical infrastructure may suffer adverse impacts, including destruction	- IC/UC role is filled <i>EOC activation is likely necessary</i> - Incident extends into numerous operational periods - Resources may need to remain on scene for several weeks and will require complete logistical support, as well as possible personnel replacement - Numerous kinds and types of resources may be required - Size and scope of resource mobilization necessitates a formal demobilization process - Length of resource commitment may necessitate a transfer of command from one

NIMS Incident Complexity Levels ¹		
Type	Incident Effect Indicators	Incident Management Indicators
	- Elected officials and stakeholders require a moderate level of coordination - Incident has resulted in external influences, has widespread impact and involves political/media sensitivities	- Incident Management Team (IMT) to a subsequent IMT - Number of responders depends on the kind of incident but could add up to over 1,000 personnel - Leaders initiate and follow formal incident planning process
1	- Incident shows high resistance to stabilization or mitigation - Incident objectives cannot be met within numerous operational periods - Incident extends from two weeks to over a month - Population within and surrounding the region or state where the incident occurred is significantly affected - Incident threatens, damages, or destroys significant numbers of properties - Incident damages or destroys numerous critical infrastructure - Evacuated or relocated populations may require shelter or housing for several days to months - Elected officials, political organizations and stakeholders require a high level of coordination - Incident has resulted in external influences, has widespread impact and - involves political/media sensitivities	- IC/UC role is filled EOC activation is necessary - UC is complex due to the number of jurisdictions involved - Resources will likely need to remain on scene for several weeks and will require complete logistical support, as well as possible personnel replacement - Numerous kinds and types of resources may be required, including many that trigger a formal demobilization process - Federal assets and other nontraditional organizations – such as VOAD and NGOs – may be involved in the response, requiring close coordination and support - Size and scope of resource mobilization necessitates a formal demobilization process - Number of responders depends on the kind of incident but could add up to over 1,000 personnel - Leaders initiate and follow formal incident planning process - Leaders may order and deploy out of state resources, such as through EMAC

- The Threat Assessment Group/Emergency Management Director or designee will determine if the EOC needs to be activated Virtually and/or Physically.
- If the decision to activate the EOC is made, the following courses of action will follow:
 - Virtual EOC Activation**
 - Notify **EOC staff/key positions**, as determined by the Threat Assessment Group /Emergency Management Director or designee.
 - Notifications will be made via telephone and email.
 - Notify EOC staff that a **VIRTUAL EOC** has been activated.
 - Notifications will be made via telephone and/or E-mail.
 - Physical EOC Activation**
 - Notify **EOC staff/key positions**, as determined by the Threat Assessment Group /Emergency Management Director or designee.
 - Notifications will be made via telephone and email.
 - Notification messages should include the **LOCATION** of the EOC, who should report to the EOC, **WHEN** to report, and anticipated **LENGTH** of deployment.

EOC KEY ACTIVITIES

1. The EOC will provide coordination and support activities as needed.
2. Once activated, the EOC will serve as a mechanism for collecting and disseminating resource availability and need information.
3. The EOC will ensure a unified and coordinated incident management approach among the responding agencies and organizations in the County.
4. The EOC will ensure a unified incident management approach with the County.

VIRTUAL EOC

During a **virtual** EOC activation and response, EOC staff will coordinate the response **virtually** by utilizing the following information-sharing and coordination systems:

1. WebEOC
2. E-mail
3. Conference Call
4. Video Teleconferencing and Desktop Sharing

EOC STAFFING

The EOC Manager position will be filled by the Grand County Emergency Management Director or their qualified designee. All other positions are filled as needed based on the incident scope, complexity, and duration.

The EOC is first staffed by designated EOC Support Staff. These pre-identified EOC staff members are subject to training expectations as detailed in the Grand County Integrated Preparedness Plan (IPP) and are deployed as requested by the Grand County Office of Emergency Management and Threat Assessment Group. During an EOC activation, departments will ensure EOC Support Staff are excused from their primary duties and their schedules adjusted appropriately.

EOC BATTLE RHYTHM AND STAFFING PLAN

Grand County should begin staffing when the Emergency Operations Center (EOC) opens. **Staff will rotate every 12 hours.** The rotation system shall be consistent with the Emergency Contact list. Individuals arriving and departing must determine if a substitute person will be needed or if the shift change should be delayed.

Unless otherwise designated by the Threat Assessment Group/Emergency Management Director, the first operational period of the day (24-hour cycle) will begin at 8:00 AM and end at 8:00 PM. The second operational period of the day will start at 8:00 PM and end at 8:00 AM. This cycle will continue throughout the incident.

EOC SUPPLIES

The following is a suggested list of supplies to have on hand for an upcoming major emergency.

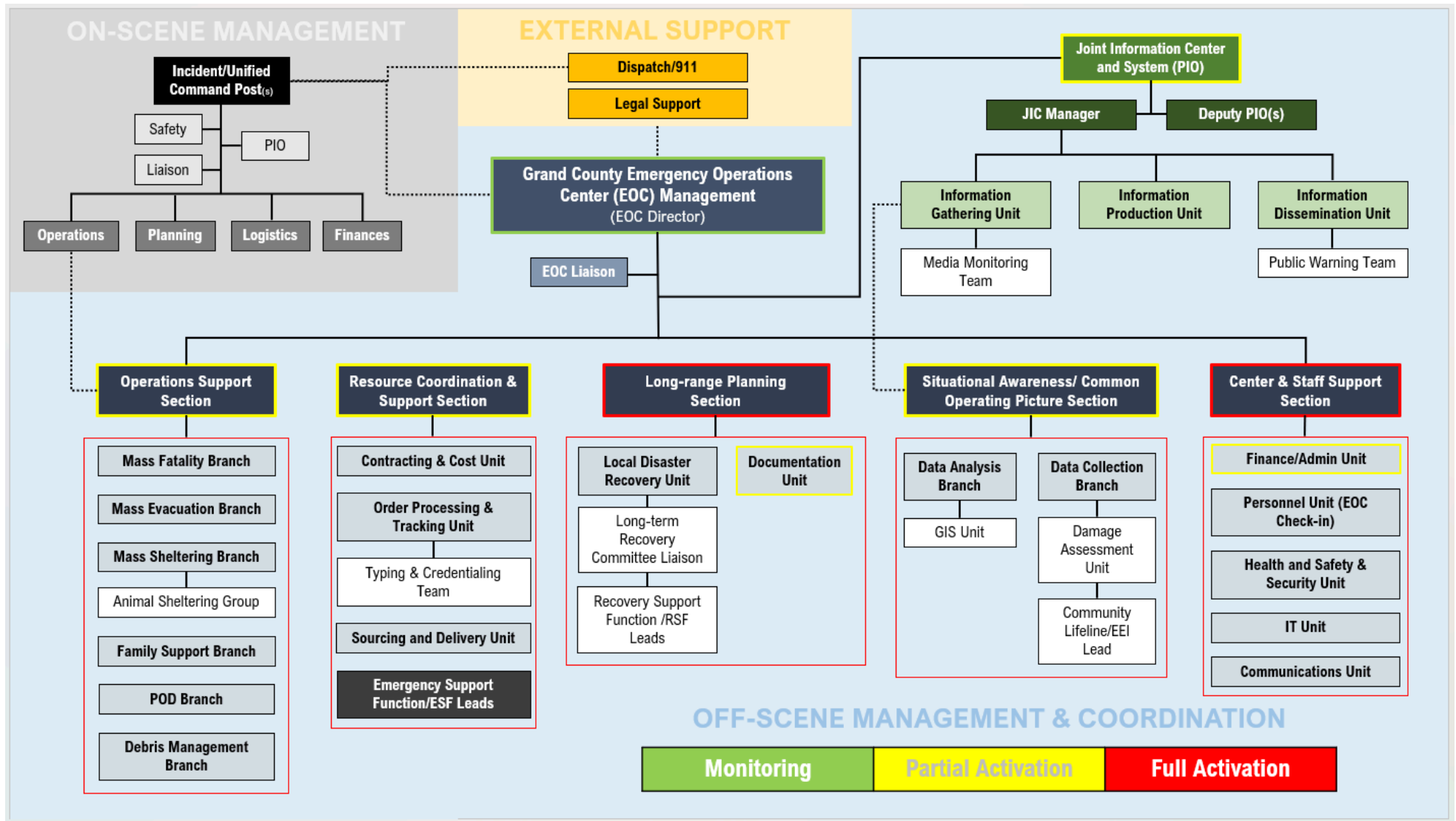
Supply List	
Cell Phones	Severe Weather Gear
Chargers/batteries for radios	Plastic covers for computers
Comprehensive employee phone list	Pre-made call-log forms
Food	Cots/blankets for sleeping
Ice machine (Fire Department)	Flashlights
Large County Operations map (for Marking)	MISC. equipment and paper
Emergency journal for records	Emergency Plans
Notepads/pens/markers	

Toolkit	
2 Flashlights with extra batteries	3-ring binder and 3-hole punch for printed emails, press releases, staff contact information, phone numbers, etc.
Pens, post-it-notes, 2 small pads of paper	2 Multi-line phones
2 Computers and a small printer	radio
Name Badges	

Personal Items (Suggested)	
Change of clothes	Snacks, bottled water
Sleeping Items (pillow, blanket, sleeping bag, etc.)	Tissue, cell phone (if possible), other personal items
Toiletries (toothbrush, toothpaste, extra contact lens storage case, saline solution, glasses, etc.)	Games, cards, books

Emergency Operations Center Organizational Chart

The following chart depicts the organizational flow and positions of the Grand County Emergency Operations Center (EOC).



RESPONSE OPERATIONS

Emergency Operations Center Staff

The **EOC Director** is responsible for:

- Setting EOC objectives
- Facilitating the development of policy direction and resource prioritization by elected officials and administrative leadership through the Threat Assessment Group.
- Activating all relevant ESFs
- Determining the need for additional staff, including section leads
- Assuming all tasks, roles, and responsibilities of non-activated/unfilled EOC positions

The **Situational Awareness/Common Operating Section Lead** is responsible for:

- Collecting, analyzing, and disseminating incident information through assessment of Community Lifelines
- Receiving Essential Elements of Information (EEl)s from ESF Coordinators
- Developing a SITREP for each operational period
- Creating and providing a variety of products for the Threat Assessment Group, public affairs, and other internal and external stakeholders
- Monitoring weather and geologic forecasts and providing updates to the EOC, IC, and Threat Assessment Group, as appropriate
- Processing requests for information
- Developing reports, briefings, and presentation products
- Developing material to support public messaging
- Integrating Geographic Information Systems (GIS) and other technical information
- Maintaining updated displays in the EOC, on WebEOC, in GIS, and other methods as appropriate

The **Long-range Planning Support Section Lead** is responsible for:

- Providing a range of current and future planning services including development of an EOC plan for support of the incident
- Developing an EOC Support Plan and other incident reports as needed
- Developing contingency, deactivation, and recovery plans
- Assisting in developing and executing the shared goals of multiple jurisdictions and organizations involved in managing the incident
- Coordinating a standard planning process to achieve the objectives of the EOC leadership and foster unity of effort among all organizations represented
- Coordinating closely with the Incident Command Planning Section (if established) to ensure that both on-scene and EOC personnel have appropriate contingency plans

The **Resource Coordination & Support Section Lead** is responsible for:

- Enhancing, but not replacing, pre-existing resource management structures such as dispatch or agency-specific mutual aid agreements

- Processing resource and task requests from on-scene ICs and/or their designated Logistics Section Chiefs
- Sourcing, requesting/ordering, and tracking to their assigned incident all resources, including supplies, equipment, and personnel, acquired from:
 - ESFs represented in the EOC
 - Other community organizations
 - Mutual aid agreements
 - Nongovernmental partners
 - Purchased or leased items

The **Center & Staff Support Section Lead** is responsible for:

- Coordinating EOC facility and staff support needs including:
 - Communications
 - Information technology
 - Administrative processes
 - General services such as supplies, equipment, facility security, and maintenance
 - Staff support, such as food
 - Staff scheduling
- Supporting the needs of other facilities associated with the EOC such as a JIC, when needed
- Financial/Administration tracking for the EOC
- Filing and archiving EOC documentation

The **Operations Support Section Lead** is responsible for the central coordination and control of emergency response and support functions as outlined in the EOC Organizational Chart. If required, multi-jurisdictional response operations will be coordinated with appropriate local, county, state, and federal jurisdictions, volunteer organizations, and local businesses and private industries according to established NRF and ESF guidelines.

The **Joint Information Center (JIC) and Public Information Officer (PIO)** are tasked with working with the media and disseminating information to the public.

The **Emergency Support Function (ESF) Coordinators** are tasked with representing their organization or discipline-specific activities in the EOC to support incident operations.

First Responder Operations

The Grand County Sheriff will dispatch Deputies for traffic and access control, as appropriate, as well as EMS and fire/hazmat when needed. For more detailed information, see ESF#4-Firefighting, ESF#8-Public Health and Medical Services, and ESF #13 - Public Safety and Security.

EOC staff will alert appropriate hospitals if casualties are anticipated and emergency medical services are required.

For emergencies confined to a limited area (i.e., house fires, hazardous materials incidents, etc.), required population protection actions may be implemented by the Incident Commander (IC) at the hazard scene.

The Grand County Threat Assessment Group will make protective action decisions in a disaster. Protective action instructions will be enforced by ESF #5 – Information and Planning.

Protective action directions and emergency information will be provided to populations at risk, Emergency Alert System (EAS) messages, press releases, route alerting, and/or door-to-door notification (if prudent) will continue at appropriate intervals. For more detailed information, see ESF #2-Communication and ESF #15—External Affairs, respectively.

If evacuation is ordered, reception centers and/or shelters will be provided for emergency feeding and/or lodging accommodations. For more detailed information, see ESF #6—Mass Care Services.

If County resources are insufficient to accomplish emergency functions, resources will be requested according to established emergency procedures. This will be done by declaring a local State of Emergency and requesting assistance from the State of Utah through the Department of Public Safety, Division of Emergency Management.

Requests for assistance during a declared emergency can also be made by the State to other political subdivisions within Utah under the provisions of the Statewide Mutual Aid Act and to other states through the Emergency Management Assistance Compact (EMAC).

RECOVERY OPERATIONS

In the early stages of the recovery process, Grand County will ensure that all appropriate actions are taken to assess the impacts of the disaster thoroughly; provide life support needs to disaster victims; restore infrastructure lifelines; return people to their homes, if evacuated; remove debris when necessary; and, ensure that Grand County residents, response agencies, and business owners eligible for reimbursement or relief funds, if available, are identified, contacted, matched to aid, certified, and issued checks as appropriate.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

PURPOSE

This section tasks departments within local government with emergency functions and their regular duties. Each department is responsible for developing and maintaining its emergency standard operating procedure. Specific responsibilities are outlined below under the “ASSIGNMENT OF RESPONSIBILITIES.” Responsibilities for organizations not a part of local government are also outlined. A matrix of organizations and areas of responsibility is included to show the primary and supporting roles.

ORGANIZATION

By the direction of the Board of Commissioners, each County agency or department with emergency or disaster responsibilities, along with local jurisdictions, must have multi-hazard emergency plans and implementing procedures. The organization implementing the County Emergency Operations Plan under emergency or disaster conditions consists of County agencies with Primary Coordinating and Support Agency roles, as specified in the functional emergency support functions.

Policy Administration Group

1. Grand County Emergency Policy/ Administration Group consists of the following:
 - a. Grand County Commission
 - b. County Administrator
 - c. County Attorney
 - d. County Clerk/Auditor
2. The Municipalities Emergency Policy/Administration Group may consist of the following:
 - a. Mayors
 - b. Council Members
 - c. City Manager (Moab)
 - d. Clerk (Castle Valley)
3. Fire District Commission

ASSIGNMENT OF INDIVIDUAL RESPONSIBILITIES

1. **Chairperson, Grand County Commission or Designee**
 - a. Carry out appropriate provisions of the Utah Code, in addition to County Ordinances relating to emergencies.
 - b. Declare a State of Emergency for Grand County.

- c. Execute the Grand County Emergency Operations Plan.
- d. Implement other measures as necessary to provide for the protection of life and property.
- e. Clear information with the incident commander and county PIO before releasing any information to the media.
- f. Coordinate emergency response actions with Elected Officials from adjoining jurisdictions.
- g. If the Chairperson is not available, another individual will be designated.

2. Commission Members

- a. Serves as lead and primary point of contact for the Policy Group.
- b. Implement the County Emergency Operations Plan by the authority of the Chairman of the County Board of Commissioners or Designee.
- c. Adopt or change policies.
- d. Make policy decisions.
- e. Keeps county government functioning throughout the emergency. Develop and implement plans to provide governmental services throughout the emergency.
- f. In cooperation with the County Attorney's Office, manage contract control for emergency operations.
- g. Upon approval of the Chairman of the County Commission or his/her successor, initiate a Declaration of State Emergency and supporting documents.
- h. Serve as Liaison with local municipalities to ensure continuity and coordination throughout the incident.
- i. Direct county Agencies and encourage allied agencies to develop and continually update emergency plans and standard operating procedures (SOPs) relating to emergency response.
- j. Function as the official spokesman and Public Information Officer or ensure a qualified, trained PIO is in place.
- k. Clear information with the incident commander and county PIO before releasing any information to the media.
- l. Coordinate emergency response actions with County Officials from adjoining jurisdictions.
- m. Implement direction and policy-making functions necessary for optimum public health and safety protection within the County.
- n. Authorize requests for state and federal aid.
- o. Appoint a designee for Air Operations conducted during emergency/disaster situations.

3. County Attorney

- a. Prepares proclamations, emergency ordinances, and other legal documents.
- b. Advises the EOC Director and Policy Group on the legality and/or legal implications of contemplated emergency actions and/or policies.
- c. Develops rules, regulations, and ordinances required to acquire and/or control critical resources.
- d. Develops rules and regulations to provide a legal basis for evacuation and/or population control.

- e. Commences civil and criminal proceedings as necessary and appropriate to implement and enforce emergency actions.
- f. Maintains a liaison with state and municipal legal officials.
- g. Establishes areas of legal responsibility and/or potential liability.
- h. Assist in preparing agreements/contracts with municipalities and other agencies to ensure compliance with state and local ordinances.

4. Mayors

- a. Mayors or their designees may declare a State of Emergency for the Municipality and may designate the City Manager or their designee to carry out the functions listed below:
 - i. Utilize and commit municipal personnel, facilities, and equipment resources to support Grand County Emergency/Disaster Response operations.
 - ii. Perform assigned duties according to the Utah Code and local ordinances.
 - iii. Carry out appropriate provisions of the Utah Code and local ordinances relating to emergencies.
 - iv. Execute the EOP in harmony with the Grand County Emergency Operations Plan.
 - v. Implement other measures as necessary to provide for the protection of life and property.
 - vi. See that succession of authority is available if needed.

5. County Emergency Management Director

- a. Develop and carry out plans and standard operating procedures for emergency management operations during emergencies and disasters.
- b. Perform assigned duties according to the Utah Code and local ordinances.
- c. Develop and carry out plans by Federal and State procedure.
- d. Evaluate incident(s) and determine if the EOC should be activated and at what level.
- e. Notify personnel to support EOC operations.
- f. Develop and maintain a current notification list of emergency operations personnel. This constantly updated list should also be distributed to the County Dispatch Center and allied agencies.
- g. Provide for delivery of programs to train the emergency management organizations properly.
- h. Maintain a current list of available resources.
- i. Coordinate the procurement of resources requested from municipalities within the County and direct aid to areas where needed.
- j. Contract with private resource providers when county resources cannot meet resource or recovery requirements.
- k. Request additional resources from the State in those cases where county resources cannot meet resource or recovery requirements.
- l. Coordinate exercises and tests of the emergency systems within the County.
- m. Alert and activate, as necessary, the County Emergency Management Organization when informed of an emergency within the County.

- n. Submit necessary emergency information and report to the proper agencies during emergencies and disasters.
- o. Assume the role of the EOC Director.
- p. Maintain liaison with municipal, County, State, and Federal agencies as necessary to support operations.
- q. Serve as the Community Emergency Coordinator as defined by SARA Title III and The Local Emergency Planning Committee.
- r. Coordinate emergency response actions with Emergency Management Coordinators in adjoining jurisdictions.
- s. Serve as advisor for emergency operations during emergency/disaster.
- t. Maintain operational readiness of the County Emergency Operations Center.
- u. Perform hazard analysis to determine potential evacuation areas and evacuation routes.
- v. Identify and arrange for suitable shelter locations.
- w. Authorize the release of any information to the media.
- x. Responsible for the Direction and Control section of the Emergency Operations Plan.
- y. Use NIMS and coordinate with Incident Command.

6. County Planning & Zoning Department

- a. Provide personnel to support EOC operations, as needed.
- b. Attend periodic briefings and set planning priorities and objectives in cooperation with the other EOC sections.
- c. Support the development of the Incident Action Plan for each operational period.
- d. Develop Situation Reports as needed.
- e. Provide statistical data, demographics, and projections for populations at risk.
- f. Collect and process all information and intelligence.
- g. Review intelligence information, determine its credibility, and predict its influence.
- h. Assemble information on alternate strategies.
- i. Initiate planning for recovery in the disaster area(s).
- j. Maintain an Activity Log and ensure documentation of personnel and equipment used during the emergency.
- k. In cooperation with the County Clerk/Auditor, keep accurate and detailed records of regular and overtime hours spent responding to and recovering from the emergency.

7. County Geographical Information Systems (GIS)

- a. Provide personnel to support EOC Operations.
- b. Provide maps, charts, and graphs to support emergency operations.
- c. Support mapping applications during emergency operations.
- d. Provide demographic information during emergency operations.
- e. In cooperation with the County Clerk/Auditor, keep accurate and detailed records of regular and overtime hours spent responding to and recovering from the emergency.

- f. Maintain an Activity Log and ensure documentation of personnel and equipment used during the emergency. Precise information is essential to meet requirements for reimbursement by the State and Federal governments.

8. County Sheriff

- a. Develop and maintain standard operating procedures for law enforcement during emergencies and disasters.
- b. Provide personnel to support EOC operations.
- c. Provide direction and control for law enforcement operations.
- d. Plan for, coordinate, and provide personnel for search and rescue operations for stranded, missing, or lost persons.
- e. Coordinate/provide security for the EOC, damaged areas, vital facilities and equipment, staging areas, and shelter operations as needed.
- f. Assist communications with the warning and notifications process for the affected population of any existing or impending emergency/disaster.
- g. Coordinate traffic control and other law enforcement activities throughout the County during operations.
- h. Direct the evacuation of citizens and serve as the evacuation manager.
- i. Function as or designate the official Public Information Officer for law enforcement operations.
- j. Request State of Emergency status and establish curfews as necessary.

9. Municipal Law Enforcement

- a. Develop standard operating procedures for disaster operations in support of the County Emergency Operations Plan.
- b. Be aware of local traffic control points for regional evacuations affecting the municipality.
- c. Identify local emergency evacuation routes from high-hazard areas.
- d. Anticipate resources needed to support local law enforcement activity during emergencies and plan for timely resource requests.
- e. Assist in notifications and warnings of the general public, primarily in their respective jurisdiction.
- f. Provide security for shelters, care facilities, businesses, and property-damaged areas.
- g. Assist with initial impact assessment.
- h. Assist with re-entry of evacuees into damaged areas.
- i. Manages law enforcement resources and directs traffic control and law enforcement operations.

10. County Public Information Officer

- a. Activate the Joint Information Center if necessary.
- b. Develop and maintain standard procedures for public information operations during emergency and disaster operations.
- c. Maintain current inventories of public information materials, including weather preparedness, family preparedness, etc.

- d. Coordinate all County/City/Town media releases with appropriate agencies or jurisdictions during an emergency.
- e. Coordinate media releases with the Southeastern Utah District Health Department during an emergency.
- f. Coordinate with all Public Relations/Public Information Officers of private emergency-related businesses (hospitals, etc.) for media releases during an emergency.
- g. Provide the public with rumor control, instructions, and direct information during a disaster or emergency.
- h. Develop media advisories for the public.
- i. Function as the official spokesperson for the County/City/Town during emergencies.
- j. Clear information with the Incident Commander or Chief Executive before releasing any information to the media.
- k. Ensure that all sources of information being received are authenticated and verified for accuracy.
- l. Advises the Emergency Manager and Policy Group on matters of emergency public information.
- m. Establishes and maintains a working relationship with local media.
- n. Prepares a call-down list for disseminating emergency public information to groups that do not have access to standard media.
- o. Prepares emergency information packets for release; distributes pertinent materials to local media before emergencies; and ensures that information needs of visually impaired, hearing impaired, and non-English speaking audiences are met.
- p. Coordinates with the animal care and control agency to obtain information for dissemination to the public on the appropriate action that should be taken to protect and care for companion and farm animals and wildlife during disaster situations.

11. County Fire Marshal

- a. Coordinate countywide fire operations.
- b. Identify fire service requirements and request mutual aid as required.
- c. Prioritize mission requests for out-of-county mutual aid resources and assign resources as appropriate.
- d. Provide surveillance of emergency scene(s).
- e. Designate staging areas for out-of-county mutual aid units and assign them to appropriate fire district(s).

12. Moab Valley Fire Protection District

- a. Assist law enforcement with Warning and Notification of the affected population of an existing or impending emergency.
- b. Provide personnel to support EOC operations.
- c. Plan for coordination of firefighting activities throughout the County during disasters.
- d. Assist in Search and Rescue operations.

- e. Provide direction and control during hazardous materials incidents.
- f. Assist the public works department with emergency debris removal (“cut & shove”) to allow for emergency vehicle response.
- g. Assist public works with lighting for night operations.
- h. Manages fire protection resources and directs fire protection operations.

13. Ambulance Coordinator

- a. Provide personnel to support functions in the EOC.
- b. Develop and maintain standard operating procedures for emergency medical service activities during emergencies and disasters.
- c. Coordinate countywide EMS operations.
- d. Provide surveillance of emergency scene(s).
- e. Ensure medical rescue operations are coordinated.
- f. Plan for and coordinate triage medical attention and transportation of injured victims with local health care and EMS providers.
- g. Serve as liaison to emergency personnel at area hospitals.
- h. Establish access and ingress/egress traffic patterns for ambulances and other authorized vehicles.
- i. Activate and manage the Mass Casualty Plan as necessary.
- j. Coordinate with area hospitals concerning receipt of patients during emergency and disaster events, including mass casualties and HAZMAT contaminated patients.
- k. Coordinate with the Public Health Director and Human Services Director to determine emergency transportation needs for special needs populations.

14. State Human Services – Division of Services for People with Disabilities

- a. Provide personnel to support functions in the EOC.
- b. Develop and maintain standard operating procedures for Human Service operations during emergency/disaster situations.
- c. Coordinate and direct emergency shelter operations with the local Red Cross Chapter and Superintendent of Grand County Schools.
- d. Coordinate with the Public Health Director concerning needs for access and functional needs (AFN) population.
- e. Establish and provide shelter management staffing for AFN Shelters, including coordinating public health and medical care needs for victims.
- f. Provide training for shelter managers for public and AFN shelters.
- g. Coordinate with Health, Mental Health, and other volunteer/non-volunteer agencies, both public and private, to provide support personnel during sheltering.
- h. Coordinate transition of emergency shelter operations with Red Cross management.

15. SEUDHD Public Health Director

- a. Develop and maintain standard operating procedures for public health operations during emergency/disaster situations.
- b. Coordinate health care for emergency shelters, including mass care facilities.
- c. Coordinate health care with private health care facilities.

- d. Coordinate with State water supply authorities to expedite emergency public water supply.
- e. When appropriate, provide continuous health inspections and immunizations to evaluate, detect, prevent, and control infectious diseases.
- f. Coordinate environmental health activities for waste disposal, refuse, water control vector/vermin control, and sanitation.
- g. Coordinate with the Human Services Director in the identification of AFN populations.
- h. Provide for inspections of mass care facilities to ensure proper sanitation practices are followed.
- i. Coordinate with the proper authorities to establish a temporary morgue following an emergency/disaster.
- j. Coordinate public health nursing requirements at all Disaster Assistance Centers.
- k. Work under the direction of the Sheriff's Office to supply equipment, vehicles, and personnel as available.
- l. Coordinate media releases with the County Public Information Officer during an emergency.

16. Mental Health Director

- a. Develop and maintain standard operating procedures for mental health operations during emergencies.
- b. Coordinate with the Director of Human Services to provide crisis counseling during emergencies.
- c. Coordinate with and assist local health care providers in providing crisis counseling during emergencies when necessary.
- d. Provide crisis counselors for Disaster Application Centers operated following a Presidential Declaration of Disaster.
- e. Provide for a 24-hour crisis line during periods of emergency.
- f. Maintain and provide information about mental health resources that may be utilized during emergency/disaster situations.
- g. Plan for and shelter AFN populations within the scope of their expertise.
- h. Provide personnel to support EOC operations.

17. County Clerk-Auditor

- a. Develop and maintain standard operating procedures for County emergency financial record keeping during emergencies.
- b. Assist the County Assessor/Building Inspection Department with documentation of disaster damage to County-owned facilities.
- c. Provide County budget information in support of the Governor's request for a Presidential Disaster Declaration.
- d. Develop financial accounting procedures to assist local agencies in recording and reporting their emergency expenses in establishing and managing post-disaster donated funds.

18. Damage Assessment (Assessor/Buildings Department)

- a. Develop and maintain standard operating procedures for county tax operations and records protection during disasters.
- b. Coordinate damage assessment teams conducting field surveys and ensure teams are adequately trained and equipped.
- c. Collect data, prepare damage assessment reports, and forward reports to the EOC.
- d. Provide property tax information assistance for applicants at the Disaster Application Center.
- e. Assist the Emergency Management Director and other County or municipal agency representatives conducting recovery operations in prioritizing and restoring affected facilities.
- f. Provide personnel to support EOC operations.

19. County Facilities Manager

- a. Develop and maintain standard operating procedures for records protection during disaster situations.
- b. Coordinate damage assessment teams conducting field surveys and ensure teams are adequately trained and equipped.
- c. Collect data, prepare damage assessment reports, and forward reports to the EOC.
- d. Provide statistical data, blueprints, etc., as needed.
- e. Assist the Emergency Management Director and other County or municipal agency representatives conducting recovery operations in prioritizing and restoring affected facilities.
- f. Provide personnel to support EOC operations.

20. USU Cooperative Extension

- a. Serve as a technical specialist to the Long-range Planning Section.
- b. In cooperation with Grand County Sheriff's Office (through contract with City of Moab Animal Control), assist in response/protection actions for animals and livestock.
- c. In cooperation with the Grand County Public Information Officer, provide additional information to the public regarding consumable goods and food supplies.
- d. Provide information on agribusiness operations to health or social services and other appropriate agencies within the EOC.
- e. Provide personnel to support the Long-range Planning Section, as needed.
- f. In cooperation with the County-Clerk Auditor, keep accurate and detailed records of regular and overtime hours spent responding to and recovering from the emergency.
- g. Maintain an Activity Log and ensure documentation of personnel and equipment used during the emergency. Precise information is essential to meet requirements for reimbursement by the State and Federal governments.

21. Superintendent of Schools

- a. Develops and periodically exercises a student evacuation plan.
- b. Develop and maintain operating procedures for the safety and protection of students, faculty, and other personnel during emergencies.

- c. Provide personnel to support Emergency Operation Center.
- d. Coordinate evacuation and transportation operations for students and other evacuees during emergencies. In cooperation with the Department of Human Services, Salvation Army, and American Red Cross, manage and coordinate evacuation to mass care facilities, if needed and available.
- e. In cooperation with the Department of Human Services, Salvation Army and American Red Cross, work out arrangements to use schools and/or their food stocks for mass care.
- f. Provide support personnel, equipment, and facilities as necessary (schools, lunchroom personnel, etc.) for sheltering activities.

22. County Management Information System Director

- a. Develop and maintain standard operating procedures for managing the County data processing during emergency/disaster situations.
- b. Provide support personnel for technical assistance with computer equipment, telephone, and Information Systems during emergency/disaster activation.
- c. Provide for the protection of computerized vital records during emergency/disaster events.
- d. Provide personnel to support EOC operations.

23. Amateur Radio Operator

- a. Develop and maintain a list of resources that may be used during an emergency/disaster.
- b. Provide a liaison to the Grand County Emergency Operations Center during emergency/disaster activation.
- c. Transmit and receive emergency traffic as necessary during emergency/disaster events.
- d. Disassemble and relocate radio equipment to an alternate Emergency Operations Center, if necessary.
- e. Coordinate with other amateur radio operators to establish and support disaster and post-disaster emergency communications.
- f. Provide emergency communications at shelters and other sites as needed.

24. County Human Resources

- a. Provide personnel to support EOC operations.
- b. Coordinate County employee staffing to ensure county government remains operational during the emergency. Ensure departments have available personnel to carry out identified functions.
- c. Track documentation for compensation and claims for injury. Provide information on insurance coverage. Ensure the investigation of all accidents and prepare all necessary claims.
- d. In cooperation with the County Clerk-Auditor, keep accurate and detailed records of regular and overtime hours spent responding to and recovering from the emergency.

- e. Maintain an Activity Log and ensure documentation of personnel and equipment used during the emergency. Precise information is essential to meet requirements for reimbursement by the State and Federal governments.

25. Red Cross/Salvation Army

- a. Field Services of the American Red Cross will provide personnel and services as outlined in their Memorandum of Understanding with Grand County.
- b. In cooperation with the Department of Human Services, manage and coordinate mass care, food, and shelter for victims.
- c. Provide bulk relief supplies to the general public and emergency workers.
- d. Provide personnel to support EOC operations.
- e. Support the management for donation of goods and services necessary to carry out response and recovery efforts, if applicable and available.
- f. Assist the Volunteer Coordinator in managing volunteers to respond and recover.
- g. In cooperation with the EOC, coordinate citizen volunteers and victims' requests for assistance. Match available resources with requests for services.
- h. In cooperation with the County/Clerk Auditor, keep accurate and detailed records of regular and overtime hours spent responding to and recovering from the emergency.
- i. Maintain an Activity Log and ensure documentation of personnel and equipment used during the emergency. Precise information is essential to meet requirements for reimbursement by the State and Federal governments.

26. Area Agency on Aging

- a. Provide personnel to support EOC operations.
- b. Will manage the donation of goods and services necessary to carry out response and recovery efforts with the assistance of the Salvation Army.
- c. Provide meals on wheels.
- d. Organize and operate the donations receiving and dispensing warehouse. Identify resources needed to operate the donations warehouse.
- e. Coordinate transportation resources with the Grand County School System (Bus Garage) and private sector agencies.
- f. In cooperation with the County Clerk/Auditor, keep accurate and detailed records of regular and overtime hours spent responding to and recovering from the emergency.
- g. Maintain an Activity Log and ensure documentation of personnel and equipment used during the emergency. Precise information is essential to meet requirements for reimbursement by the State and Federal governments.

27. County Road Department

- a. Coordinate with County and Municipal agencies for the restoration of public roadways.
- b. Advise Policy Group regarding debris clearance and burning, waiver of permits, etc.
- c. Clear and remove debris from the roadway.

- d. Provide personnel to support EOC operations.

28. County Medical Examiner

- a. Medical Examiners and Coroners are responsible for the dead. Develop and maintain standard procedures for the handling of mass fatality incidents.
- b. In the event of a Mass Fatalities Incident, operations will be coordinated by the Medical Examiner working in cooperation with the Emergency Management Director and, where designated, the Utah Medical Examiner's Office Response Team's Coordinator.
- c. The local funeral directors will assist the Medical Examiner by supplying available equipment, vehicles, and personnel.
- d. Will coordinate the establishment of temporary morgue sites as needed. The identified sites are Grand Hospital and Blue Mountain Hospital.

29. Animal Control Officer

- a. Develop and maintain standard operating procedures for animal control during emergencies and disasters.
- b. During shelter operations, provide for animal control resources to assist persons evacuating with domestic animals.
- c. Provide for continuation of animal and rabies control during emergency and disaster situations.
- d. Coordinate for the needs of stray pets during disaster situations.
- e. Coordinate for the needs of livestock during disaster situations.

30. Public Library

- a. Plan and provide educational and entertainment activities for long-term shelters, EOC personnel, and others as appropriate.

31. Warning Coordinator

- a. Determines warning resource requirements.
- b. Identifies warning system resources in the jurisdiction that are available to warn the public.
- c. Performs a survey to establish warning sites.
- d. Identifies areas to be covered by fixed-site warning systems.
- e. Develops procedures to warn areas not covered by existing warning systems.
- f. In coordination with State Human Services – Division of Services for People with Disabilities, develop unique warning systems for those with hearing, sight, or other disabilities.
- g. In coordination with State Human Services – the Division of Services for People with Disabilities develops means to give expedited warnings to custodial institutions. (e.g., hospitals, nursing homes, schools, prisons)
- h. Coordinates warning requirements with the jurisdiction's local Emergency Alert System and radio/TV stations.
- i. Develop a chart of various warning systems, the applicability of each to various hazards, and procedures for activating each.
- j. Coordinates planning requirements with the EOC Director.

32. Water/Sewer Districts

- a. Coordinate with County and Municipal agencies for restoration of public water systems.
- b. Coordinate with SEUDHD on environmental health activities for water control and sanitation.
- c. Manages public works resources and directs public works operations (e.g., water supply/treatment).
- d. Coordinates with private sector utilities (power and gas) on shutdown and service restoration.
- e. Coordinates with private sector utilities and contractors to use private sector resources in public works-related operations.
- f. Provide personnel to support EOC operations.

33. Hospital Administrative Coordinator

- a. Develop and maintain standard operating procedures for medical facilities.
- b. Activate and execute Hospital Emergency Plans as needed.
- c. In cooperation with the Ambulance Coordinator, receive and care for the needs of patients during emergency and disaster events, including mass casualties and/or HAZMAT contaminated patients.
- d. In cooperation with the County Public Information Officer, clear all media releases during an emergency through the appropriate channels.
- e. The administrator or designee will be assigned as a liaison to the Emergency Operations Center.

34. All Tasked Organizations

- a. Maintain current internal personnel notification rosters and SOPs to perform assigned tasks.
- b. Negotiate, coordinate, and prepare mutual aid agreements as All Tasked Organizations, including those identified above, and all other government or private sector organizations assigned in the EOP to perform response functions.
- c. Analyze needs and determine specific communications resource requirements.
- d. Identify potential sources of additional equipment and supplies.
- e. Ensure that lines of succession for key management positions are established to ensure continuous leadership and authority for emergency actions and decisions in emergency conditions.
- f. Protect records, facilities, and organizational equipment essential for sustaining government functions and conducting emergency operations.
- g. Ensure, if practical, those alternate operating locations are available should the primary location suffer damage, become inaccessible, or require evacuation.

DIRECTION, CONTROL, AND COORDINATION

This section outlines the relevant structures and authorities to:

- 1) **Direct** resources for incident response
- 2) **Control** assets and personnel to maintain critical operations
- 3) **Coordinate** within the local government structures and with state and federal partners for emergency response

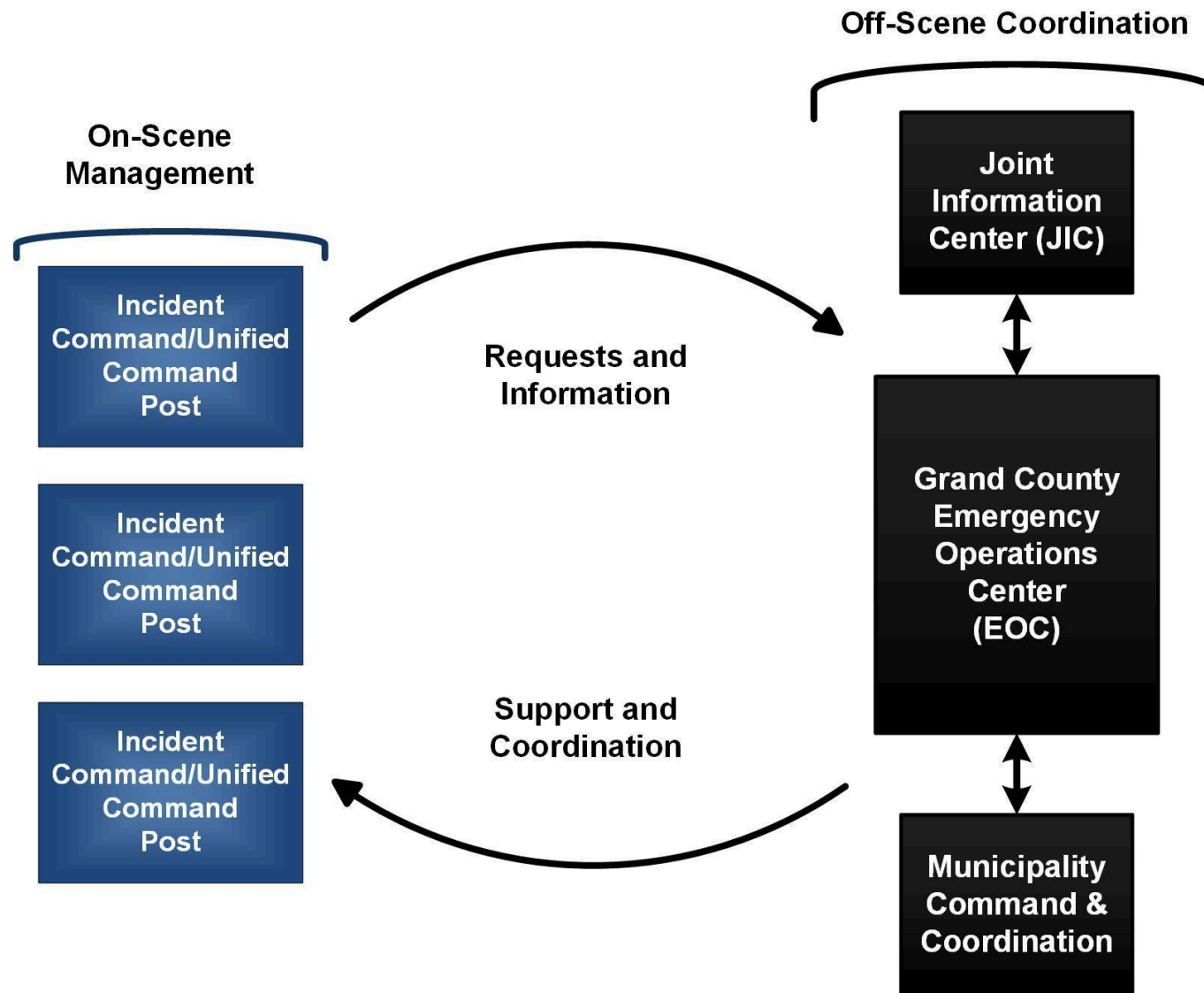
SITUATION AND ASSUMPTIONS

Situation

- Many hazards exist within or threaten the County, which can cause significant emergencies and disasters and warrant centralization of the direction and control function to conduct effective and efficient emergency operations.
- Traditionally, municipalities may open and operate municipal EOCs during a Countywide or regional emergency. Consequently, municipalities typically depend on the County's Direction and Control during a disaster.
- The County Emergency Operations Center serves as the central direction and control point for countywide emergency response activities.
- Municipalities may utilize facilities within their jurisdiction as EOCs, and the County may provide staff as the situation dictates.
- The County and/or municipal EOCs will be activated upon the threat or occurrence of a major emergency/disaster, and designated personnel will report to their EOC promptly.

Assumptions

- All municipalities will not likely send a representative to the County EOC.
- It is assumed that the municipalities will communicate with the County EOC via daily telephone, radio, or fax briefings.
- Moab and Castle Valley will act in unison with the County on such issues as proclamations, security, and public information.
- NIMS will be used in all incidents.



INFORMATION COLLECTION, ANALYSIS, AND DISSEMINATION

The priorities for information collection, analysis, and dissemination will mirror those of incident operations, including:

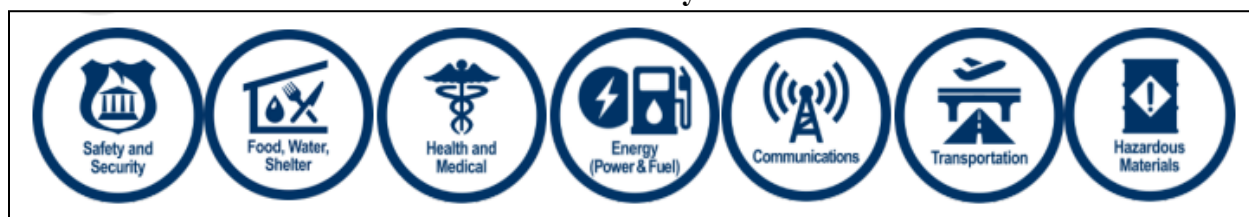
- **Life Safety:** Ensure the safety and security of community members, first responders, and support personnel.
- **Incident Stabilization:** Establish leadership to stabilize the Community Lifelines and reduce future impacts.
- **Protect Property and Environment:** Protect infrastructure assets, systems, and networks, whether physical or virtual, and preserve environmental resources.
- **Societal Restoration:** Reestablish the Community Lifelines.

COMMUNITY LIFELINES STATUS

The Community Lifelines concept will help to frame, organize, and report incident information throughout response efforts. Assessment and reporting of the status of Community Lifelines will provide the foundation for information collection and dissemination, allowing Grand County to distinguish the highest priorities for incident operations, stabilization, and ultimately societal restoration from other incident information.

Each of the Community Lifelines, illustrated in the figure below, are composed of multiple components and subcomponents to define key services.

FEMA Community Lifelines



The EOC Situational Awareness Section, as directed by the EOC Manager, is responsible for assessing lifeline conditions throughout response operations. The Situational Awareness Section will coordinate with the relevant ESF Coordinators assigned to each Community Lifeline.

Assessment of each Community Lifeline component includes five elements, detailed in the table below. The results of this assessment are incorporated within the SITREP for each operational period and shared with IC to inform policy direction and resource allocation.

Community Lifeline Component Assessment	
Assessment Category	Description
Component Status	What? – Summarize the root cause(s) of disruption to lifeline services.
Impacts	So What? - Explain the disaster impacts to specific communities, disaster survivors, and response operations. Detail how the survivor experience or response operation will improve if this component is stabilized. Specify the impacted areas and population totals.
Actions	Now What? - Describe the actions that are being taken to stabilize and re-establish the disrupted services. Summarize the most critical actions being taken across the Whole Community.
Limiting Factors	What's the Gap? - Express issues that are preventing services from being stabilized or re-established. Such issues can stem from another lifeline/component, resource shortfall, management, policy, etc.
Estimated Time to Status Change and Re-Establishment Requirements	When? - Provide current component condition or an estimated timeframe for when a change in condition is expected.

ESSENTIAL ELEMENTS OF INFORMATION (EEI)

Another key source of information is the Essential Elements of Information (EEI). The EEI is a list of questions, categorized by Community Lifeline, that the ESF agencies will need to answer during activation. Each of the ESF Annexes includes the relevant EEI and describes potential sources.

ADMINISTRATION AND DOCUMENTATION

ADMINISTRATION AND DOCUMENTATION

A systematic process for documenting disaster response and recovery is critical for County departments and municipalities. This documentation allows the County to comply with public records laws, create historical records, recover costs, address insurance and other legal requirements, develop mitigation strategies, and discover lessons learned for future responses. The County Emergency Management Director or designee is responsible for coordinating the specific documentation needs of the response. Documents are uploaded into the County's standard filing system and are kept within that system as an ongoing record.

Each responding department/agency is responsible for following internal SOPs and adhering to all applicable state and local laws detailing documentation procedures during and after emergencies. The County Emergency Management Director or designee will compile incident documentation to ensure coordinated incident operations and historical records are kept post-event. Incident command logs, communications plans, resource requests, and any other formal documentation must be kept to ensure that proper documentation is available for the incident.

Damage Assessments and cost recovery documents must be completed throughout the incident and forwarded to the Center & Staff Support Section if a Finance/Admin unit is activated to assess whether assistance is needed or reimbursement dollars are available. FEMA designates record retention periods following the closure of the reimbursement event. Long Range Planning Section: Documentation Unit (or Center & Staff Support Section – Finance/Admin, if activated) keeps Public Assistance and Individual Assistance documents. Electronic versions follow the state archive rules and regulations for non-FEMA-related incidents.

AFTER ACTION REPORTS (AAR)

Grand County Emergency Management can facilitate formal after-action reporting. Following the established FEMA Homeland Security Exercise Evaluation Program (HSEEP) process, hotwashes and debriefs should be conducted and documented across the response. County departments will be charged with responsibilities and tasks identified through improvement plans designed to enhance capabilities, ensure plan modifications are made, direct equipment purchases, and other response enhancements.

Any documentation available for the incident (incident command logs, mitigation strategies, IAPs) will be used to ensure future responses and plans are enhanced with lessons learned and best practices through formal after-action reporting. Formally evaluating a response may also lead to assessing current capabilities and gaps, identifying needed improvements, and identifying future mitigation strategies.

FINANCE AND LOGISTICS

FINANCE

Detailed records must be kept during an emergency for tracking and reporting purposes. Pictures are essential to document all types of loss and/or damages and areas needing repair or reconstruction. Documentation, including pictures, is required when utilizing personnel and/or equipment for financial reporting and reimbursement requests. Copies of reporting forms will be provided to the appropriate agencies in the Grand County EOC and are listed below:

- Maintain and update all status reports* for emergency operations.
- Supply status reports to the Emergency Management Director, or as requested.
- Force Account (Labor) Record*
- Force Account Equipment Record*
- Materials Record*
- Contract Equipment Record*
- Contract Services Record*

**Utah DEM/FEMA requires these forms to request financial reimbursement and will be provided to the accounting workstation at the requested time.*

Other administrative responsibilities include but are not limited to:

- Maintain current internal personnel notification rosters and standard operating guidelines to perform assigned tasks.
- Negotiate, coordinate, and prepare mutual aid agreements, as appropriate, to ensure sustained operations when necessary.
- Provide for continuity of operations.
- Ensure lines of succession for management positions.
- Protect records, facilities, and equipment essential for sustained emergency operations.
- Ensure the protection of response personnel by providing appropriate protective equipment, training, and security at response facilities.

For an incident for which a Local Disaster Declaration is made:

- a. Proper documentation will be needed to justify local expenditures for which reimbursement from FEMA will be requested.
- b. Work may be completed for disaster recovery through two methods:
 - i. **Contracting** with private businesses to do the work (Contract Work), ensuring that contractors have not been "debarred".
 - ii. **Force Account**, which is using government personnel, equipment and supplies including extra hires (personnel hired to perform recovery work).

Insurance and Cost Recovery

While federal assistance may become available after a disaster, it will not cover the complete cost of losses. Grand County encourages all community members to protect their assets through insurance policies as the primary option for cost recovery of losses due to a disaster. This includes encouraging homeowners and renters' insurance. Grand County and Moab participate in the National Flood Insurance Program (NFIP), which ensures homeowners and business owners are eligible for flood insurance. Local outreach and education programs emphasize personal preparedness for disasters.

Disaster Recovery Centers and Family Assistance Centers

For Presidentially Declared Disasters where FEMA has opened Individual Assistance or Small Business Administration assistance (detailed below), FEMA will establish a Disaster Recovery Center (DRC) in the community. The EOC will assist in identifying and securing a location, typically a neutral and accessible public facility. The EOC will also support distribution of public information regarding the DRC and available services through ESF #15 (External Affairs).

For emergencies or disasters that do not qualify for a FEMA DRC but require survivor assistance, the EOC will establish a Family Assistance Center (FAC) which provides services and information supporting recovery at a single location. An FAC requires engagement from ESF #15 (External Affairs) to distribution public information, ESF #6 (Mass Care Services) to organize participating service providers, and ESF #7 to identify and secure a public facility.

Disaster Assistance Programs

The federal government has the authority to approve reimbursement of accepted costs for restoration efforts of certain public facilities and infrastructure after a Presidential Disaster Declaration or under the statutory authority of certain federal agencies. The most common disaster assistance programs are described below.

Public Assistance (PA) Program

The mission of FEMA's Public Assistance (PA) Program is to provide assistance so that communities can quickly respond to and recover from major disasters or emergencies declared by the President. Through the PA Program, FEMA provides supplemental Federal grant assistance for debris removal, emergency protective measures, and the restoration of disaster-damaged, publicly owned facilities and specific facilities of certain nonprofit organizations. The PA Program also encourages protection of these damaged facilities from future incidents by providing assistance for hazard mitigation measures. FEMA provides this assistance based on authority in statutes, executive orders, regulations, and policies.

Individual Assistance (IA) Program

FEMA helps individuals and households through the Individual Assistance (IA) Program, which include the following:

- **Mass Care and Emergency Assistance (MC/EA):** MC/EA services include sheltering; feeding; distribution of emergency supplies; support for individuals with disabilities and others with access and functional needs; reunification services for adults and children; support for household pets, service animals, and assistance animals; and mass evacuee support.
- **Individuals and Households Program:** Provides financial and direct services to uninsured or under-insured individuals/households affected by a disaster. However, this assistance is not a substitute for insurance.
- **Disaster Case Management:** Provides for a case manager and a disaster survivor to develop and carry out a Disaster Recovery Plan to facilitate access to a broad range of resources.
- **Crisis Counseling Assistance and Training Program:** A supplemental assistance program to provide community-based outreach, counseling, and other mental health services to survivors and training activities in presidentially declared major disaster areas.
- **Disaster Legal Services:** Provides free legal help to low-income disaster survivors. Such assistance to low-income survivors includes insurance claims, legal documentation, home repair contractors and contracts, proof of ownership, and FEMA appeals.
- **Disaster Unemployment Assistance:** After a Presidentially Declared Disaster, DUA is available for workers and self-employed people who do not qualify for regular unemployment insurance benefits.
- **Voluntary Agency Coordination:** FEMA's Voluntary Agency Liaisons (VALs) establish and maintain relationships among federal and local governments, as well as voluntary, faith-based and community organizations active in preparedness, response, and recovery; coordinate with Voluntary Organizations Active in Disaster (VOAD); assist with translating and navigating federal programs for their stakeholders; provide technical guidance and support with donations, unaffiliated and spontaneous volunteer management; and collaborate with and support NGOs that deliver an array of disaster relief services to affected jurisdictions.

Small Business Administration (SBA)

The Small Business Administration (SBA) provides disaster loans to businesses of all sizes located in declared disaster areas, as well as private nonprofit organizations, homeowners, and renters affected by those disasters. Losses that are not covered by insurance or FEMA funding can be covered, as well as business operating expenses that could have been met had the disaster not occurred. SBA disaster loan programs include the following:

- **Physical Damage Loans:** Loans to cover repairs and replacement of physical assets damaged in a declared disaster.
- **Mitigation Assistance:** Funding to cover small business operating expenses after a declared disaster.
- **Economic Injury Disaster Loans:** Loans provide economic relief to small businesses and nonprofit organizations that have suffered damage to their home or personal property.
- **Military Reservist Loans:** Loans to help eligible small businesses with operating expenses to make up for employees on active duty leave.

Fire Management Assistance Grants (FMAG)

Fire Management Assistance is available to states, local and tribal governments, for the mitigation, management, and control of fires on publicly or privately owned forests or grasslands, which threaten such destruction as would constitute a major disaster. The Fire Management Assistance declaration process is initiated when a state submits a request for assistance to the FEMA Regional Director at the time a "threat of major disaster" exists. The entire process is accomplished on an expedited basis and a FEMA decision is rendered in a matter of hours. Eligible firefighting costs may include expenses for field camps; equipment use, repair and replacement; tools, materials, and supplies; and mobilization and demobilization. The primary administrator in Grand County for FMAG requests to the State of Utah is the Fire Chief.

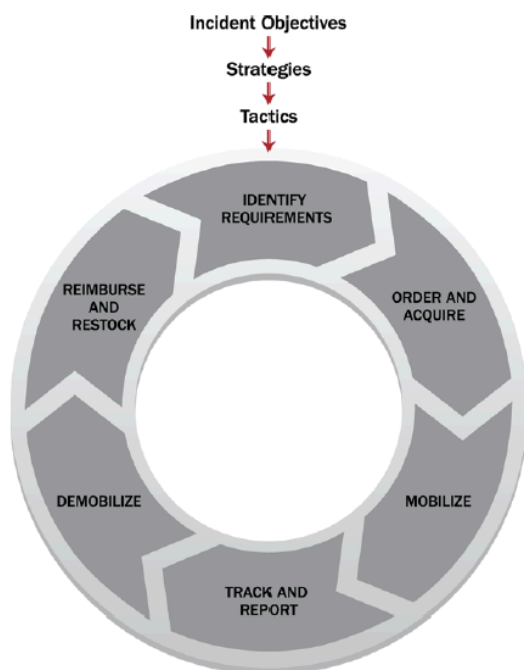
LOGISTICS

This section describes the logistics and resource management mechanisms to identify and acquire resources in advance of and during emergency operations.

The Resource Coordination and Support Section of the EOC will organize and implement resource management strategies. As described in NIMS, Grand County will establish procedures aligned with the Resource Management Cycle (**see figure**). Resources may include personnel, equipment, teams, supplies, and facilities.

Resource management during an incident includes:

Identify Requirements



The EOC Resource Coordination and Support Section will identify resource requirements for an incident and will first attempt to fill the need from existing resources, mutual aid, or existing MOUs/MOAs. Resource identification should involve:

- Type and quantity of resources needed
- Location where the resources should be sent
- Who will receive and use the resources

Order and Acquire

The EOC accepts resource orders from supported ICs or occasionally from other essential service providers. To place an order, the IC or Logistics Section will:

- Submit an ICS-213RR (Resource Request message form) to the EOC Resources Coordination and Support Section.

To process the resource/logistics requirements, the EOC Resource Coordination and Support Section will:

- Determine the eligibility of the request based on prioritizations and policies provided by the Threat Assessment Group.
- Source the resource first from local government sources, then from mutual aid partners, then from the State of Utah.
- Advise the requestor of the anticipated cost to be invoiced to them and gain approval to order.

Mobilize

EOC Resource Coordination and Support Section will provide an ordered resource with a resource order to confirm they are authorized to mobilize. Resources must check-in upon arrival at the incident, and check-in is the responsibility of the incident.

Track and Report

Once resources have arrived at the incident requesting the resource, tracking is the responsibility of the incident. The requesting incident must inform the EOC Resource Coordination and Support Section that the resource has arrived and that they are now responsible for the resource. The EOC Resource Coordination and Support Section may also track supplies not directly assigned to an incident, such as at points of distribution established by the EOC.

Demobilize

Once response has been completed, all resources will be transitioned back into normal, day-to-day operations. This process will occur in stages and resources will be returned to normal function once their responsibilities and/or tasks are completed or transferred to other personnel groups. Incidents that received resources ordered by the EOC are responsible for their demobilization. EOC Resource Coordination and Support Section can assist in determining demobilization requirements from home agencies that provided resources.

Reimburse and Restock

County/municipality departments and private sector entities are also responsible for maintaining accountability of their property throughout incident operations. In the event of a disaster declaration, property used for incident management operations which is lost, damaged, stolen, or consumed may be cost reimbursable. Local agencies must be able to provide the proper documentation to recover for loss. This includes condition of resources before and after mobilization, and proof of stockpile size of supplies before and after mobilization.

PLAN DEVELOPMENT AND MAINTENANCE

This plan was drafted using planning guidance created by FEMA through Comprehensive Preparedness Guide (CPG) 101 v3 and the legal responsibilities identified in the Utah Administrative Code, Section R432-152-22. It provides all the necessary elements to ensure that local government can fulfill its legal obligations for emergency preparedness.

Copies of the Emergency Operations Plan will be distributed to all Grand County departments. The Emergency Management Director and key personnel should familiarize themselves with the communications framework outlined in this plan. Each department head is responsible for maintaining accurate rosters and contact information. The Emergency Management Director reserves the right to modify/adjust the protocols in this manual based on the particular emergency.

Any departmental emergency plans shall be consistent with the overall Grand County emergency management structure.

The EOP will be reviewed **annually** unless circumstances dictate a more immediate revision/review. Transient information (such as contact numbers, signatures, etc.) should be updated immediately. Revisions go to the Emergency Management Director, as needed. The EOP

will be promulgated every year and will go through a formal review and update on a **5-year update cycle** consistent with the State of Utah.

The Emergency Management Director will manage and coordinate the annual promulgation and 5-year update of the EOP.

Revision Schedule

Agency Responsible for Maintenance	Position of Person at Agency Responsible	Reason for Maintenance (scheduled maintenance, gap identified, real-world event, exercise, etc.)
Office of Emergency Management	Director	Annual promulgation and 5-year update of the EOP

TRAINING & EXERCISES

Grand County Emergency Management will ensure the EOP is exercised on an annual basis, either through a discussion-based tabletop exercise, a real-time functional exercise, or a real-world incident requiring EOC activation. Through each exercise, Grand County Emergency Management will convene the organizations and agencies named in the EOP to identify critical issues, lessons learned, and best practices for incident response planning. After each exercise, emergency management will develop an AAR/IP to document, validate, and assign action items and relevant plan updates. Grand County Emergency Management will also incorporate EOP training and exercise into the Grand County Integrated Preparedness Plan (IPP).

Grand County Emergency Management will host refresher trainings for all EOC staff and ESF Coordinators. Refresher trainings provide opportunities for staff to learn any changes to the EOP and clarify expectations of their duties.

AUTHORITIES

Various Federal statutory authorities and policies provide the basis for Grand County emergency operations and activities in the context of domestic incident management. The Grand County Emergency Operations Plan uses the foundation provided by the Robert T. Stafford Disaster Relief and Emergency Assistance Act and the Homeland Security Act, HSPD-5, to provide a comprehensive, all-hazards approach to domestic incident management. Listed below is a comprehensive, but not all-inclusive, list of authorities and references used to develop a collective framework for action to include mitigation, preparedness, response, and recovery activities.

AUTHORITIES

1. The State of Utah Emergency Management Act of 1981.
2. The State of Utah Disaster Response and Recovery Act of 1981.

3. Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288, as amended by P. L. 100-707, November 30, 1988, as amended by 42 U.S.C. 5121 *et seq*, September 1998.
4. The Federal Civil Defense Act 1950, as amended.
5. Title 44, Federal Emergency Management Agency Regulations, as amended, 1980.
6. Presidential Decision Directives, PDD-39 and PDD-62, Policy on Counterterrorism.
7. Homeland Security Act of 2002
8. Homeland Security Presidential Directive (HSPD)-5. Management of Domestic Incidents, February 28, 2003.
9. The Utah Statewide Mutual Aid Act of 2007.

EMERGENCY SUPPORT FUNCTIONS

This section provides an overview of the Emergency Support Function (ESF) structure, common elements of each of the ESFs, and the basic content contained in the ESF Annexes.

BACKGROUND

ESFs provide the structure for coordinating interagency support for large-scale incidents. The ESF structure includes mechanisms used for declared disasters and emergencies under the Stafford Act and for non-Stafford Act incidents. The ESF Annexes describe the roles and responsibilities of government departments as well as non-governmental organizations that serve as an ESF Primary Agency or Supporting Agency.

ESF NOTIFICATION AND ACTIVATION

The Grand County Emergency Operations Center (EOC) activates individual ESFs based on the scope and magnitude of the threat or incident. The EOC notifies each ESF Coordinator, the assigned staff lead from the ESF Primary Agency. ESF Coordinators then notify relevant Supporting Agencies as required for the threat or incident. Each ESF Coordinator is responsible for developing standard operating procedures (SOPs) and notification protocols and maintaining current rosters with contact information.

Each ESF Annex includes potential activation triggers. This list ensures that ESF Primary and Supporting Agencies understand when their support may be needed. This is not an exhaustive list, and a “trigger” event may not always result in ESF activation but is at the discretion of the EOC Director. EOC activation is further described in EOP in the Concept of Operations Section, pgs. 28-31

ESF CONTINUITY OF OPERATIONS

Any ESF under this plan may be transferred from one governmental agency to another with the consent of the heads of the departments and with the concurrence of the appropriate governing body – Grand County Board of County Commissioners or City Council.

In some cases, an ESF is led by a non-governmental organization. In a situation where the non-governmental organization is no longer able or willing to lead the ESF, Grand County Emergency Management will provide continuity until another appropriate entity is identified.

If a part of this plan, including assigned responsibilities and tasks, is found to be invalid for any reason, all valid parts that are severable from the invalid part remain in effect.

ESF ROLES AND RESPONSIBILITIES

Each ESF Annex identifies an ESF Coordinator and their organization as the ESF Primary Agency. Relevant ESF Supporting Agencies are also listed.

Most ESFs incorporate multiple components or functions, with Supporting Agencies designated for each component to ensure seamless integration of and transition between preparedness, prevention, response, recovery, and mitigation activities.

Following is a discussion of the roles and responsibilities of the ESF Coordinator and the Supporting Agencies.

ESF Coordinator

The ESF Coordinator has ongoing responsibilities throughout the phases of incident management. Responsibilities of the ESF Coordinator include:

- Pre-incident planning and coordination
- Maintaining ongoing contact with ESF Supporting Agencies
- Conducting periodic ESF meetings and conference calls
- Coordinating efforts with corresponding private-sector organizations
- Notifying and requesting assistance from Supporting Agencies
- Providing staff from their agency for incident operations as needed
- Managing mission assignments and coordinating with support agencies, as well as appropriate state agencies
- Supporting and keeping other ESFs and the EOC informed of ESF operational priorities and activities
- Ensuring financial and property accountability for ESF activities
- Planning for short-term and long-term incident management and recovery operations
- Identifying trained personnel to support interagency emergency response

Supporting Agencies

When an ESF is activated, Supporting Agencies are responsible for:

- Providing at least two (2) contacts (name, role, and contact information) for emergency response activities to the ESF Coordinator. Maintaining annual updates.
- Conducting operations, when requested by Emergency Management or the designated ESF Coordinator, using their own authorities, subject-matter experts, capabilities, or resources
- Participating in planning for short-term and long-term incident management and recovery operations and the development of supporting operational plans, SOPs, checklists, or other job aids, in concert with existing first-responder standards
- Assisting with situational assessments, including the collection of Essential Elements of Information (EEIs) detailed in each ESF Annex
- Furnishing available personnel, equipment, or other resource support as requested by the ESF Coordinator or Office of Emergency Management.

- Participating in training and exercises aimed at continuous improvement of prevention, response, and recovery capabilities
- Identifying new equipment or capabilities required to prevent or respond to new or emerging threats and hazards, or to improve the ability to address existing threats
- Presenting new technologies to Office of Emergency Management for review and evaluation that have the potential to improve performance within or across functional areas
- Providing information or intelligence regarding their agency's area of expertise
- Participating in Hazard Mitigation Plan updates to identify potential opportunities for mitigating the impacts of future incidents.
- Participating in an After-Action Review in coordination with Office of Emergency Management after any activation.
- Implementing assigned activities/improvements identified in the After-Action Report and Improvement Plan.



MOAB CITY COUNCIL AGENDA

October 13, 2026

TITLE: Consideration of the Annual Promulgation of the Emergency Operations Plan

DISPOSITION: Possible Action

ATTACHMENT/S:

1. Grand County Emergency Operations Plan 2026
2. Annual Letter of Promulgation

STAFF RECOMMENDATION: Approve with the consent agenda

SUMMARY:

The Grand County Emergency Operations Plan (EOP) sets out coordinated emergency prevention, mitigation, response, and recovery procedures for Grand County, the City of Moab, the Town of Castle Valley, and other agencies and organizations. Utah law (§ 53-2a-1403) requires counties to create and maintain an EOP. Cities may adopt their county's plan rather than maintain a separate one, which is how Moab maintains its EOP.

The Grand County EOP is reviewed and promulgated annually, with a comprehensive update every five years. The annual letter affirms that the participants continue to operate under the plan and provides a current statement of support.

RELEVANT LAWS, STUDIES & PLANS:

Utah Code § 53-2a-1403; Moab General Plan Goal 3: Health and Emergency Services

RESPONSIBLE DEPARTMENT:

Grand County Emergency Management; City of Moab Administration, Police, and other departments

FINANCIAL IMPACT:

Promulgation does not have a direct financial impact. However, if the EOP is activated, costs may be associated with those actions.



MOAB CITY COUNCIL AGENDA

October 13, 2026

TITLE: Resolution 17-2026: A Resolution of the Governing Body of the City of Moab Declaring Certain Property Owned by the City of Moab as Surplus

DISPOSITION: Discussion and possible action

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

ATTACHMENT/S: Resolution 17-2026

RECOMMENDED MOTION/S: I move to adopt Resolution 17-2026 declaring certain property owned by the City of Moab as surplus.

SUMMARY:

Included with the resolution is a list of City property that City departments no longer need. In accordance with Moab Municipal Code Section 2.28.1160, the items must be declared surplus and disposed of at a publicly noticed and advertised sale.

RELEVANT LAWS, STUDIES & PLANS:

Moab Municipal Code 2.28.170

RESPONSIBLE DEPARTMENT:

Recorder

FINANCIAL IMPACT:

Proceeds from the sale of surplus vehicles are returned to the vehicle fund. Proceeds from the sale of other surplus property are returned to the general fund.

RESOLUTION 17-2026
A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF MOAB
DECLARING CERTAIN PROPERTY
OWNED BY THE CITY OF MOAB AS SURPLUS

WHEREAS, Moab City has the right and title to certain property listed below and;

WHEREAS, the Governing Body of Moab City declares that at the present time, it has no use whatsoever for said property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF MOAB CITY THAT:

1. The property detailed on the attached list is hereby declared as surplus city property.
2. This resolution shall take effect immediately upon passage.

PASSED AND APPROVED in open Council by a majority vote of the Governing Body of Moab City Council, this 13th day of October 2026.

SIGNED:

Joette Langianese, Mayor

ATTEST:

Sommar Johnson, City Recorder

Item	Serial #
HOIST Bikes	20-03-B00-054527
HOIST Bikes	20-03-B00-054529
HOIST Bikes	20-03-B00-054530
HOIST Bikes	20-03-B00-054563
HOIST Bikes	20-03-B00-054564
HOIST Bikes	20-03-B00-054565
HOIST Bikes	20-03-B00-054582
HOIST Bikes	20-03-B00-054583
HOIST Bikes	20-03-B00-054584
HOIST Bikes	20-03-B00-054585
HOIST Bikes	20-03-B00-054587
HOIST Bikes	20-03-B00-054588
HOIST Bikes	20-03-B00-054589
Matrix Adjustable Decline Bench	G3FW83D1008GA0041
Matrix Arm Curl	G3GM14KMD1012GA0015
Matrix Back Extension Bench	G3FW52D1010GA0018
Matrix Converging Chest Press	G3GM29D1007GA0002
Matrix Converging Shoulder Press	G3GM27D1001GA002
Matrix Dip/Chin Assist	G3GM21KMD1012CA0044
Matrix Lateral Raise	G3GM12D0811GA0030
Matrix Leg Extension	G3GM08D1010GA0001
Matrix Leg Press	G3GM10D1011GAC014
Matrix Multi Adjustable Bench	G3FW80KMD1101GA0045
Matrix Pec Rear Delt/Fly	G3GM15BD1010GA0051
Matrix Rotary Torso	G3GH24D1009GA0001
Matrix Seated Calf	G3PL03D1002GA0007
Matrix Seated Leg Curl	G3GM09D1006GA0013
Precor Recumbent Bike (RBK 815)	AKCEB20190011
Precor Upright Bikes (UBK 815)	A596B20190011
Precor Upright Bikes (UBK 815)	A596B20190012
Rogue Squat Rack	No Serial #

TechnoGym Synchro Excite Ellipticals	DA593V15002955
TechnoGym Synchro Excite Ellipticals	DA593V15002887
TechnoGymCrossover Elliptical	DAG73V15000717
TechnoGymSTEP Excite	DA373V15000025
Tuff Stuff Circuit Machine	No Serial #
Tuff Stuff Performance Plus Inner/Outer Thigh	No Serial #
Tuff Stuff Preacher Curl	No Serial #
Water Rower Row Machine	No Serial #

MOAB CITY COUNCIL MINUTES--DRAFT
SPECIAL MEETING
September 8, 2026

Special Meeting Attendance and Call to Order:

Moab City Council held a Special 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=JH_YiugvHB8. Mayor Joette Langianese called the meeting to order at 5:30 p.m. Councilmembers Colin Topper, Jason Taylor, Kaitlin Myers and Miles Loftin attended. Also in attendance were City Manager Michael Black, Recorder Sommar Johnson and Sustainability and Grants Coordinator Val Veilleux.

Utah Division Of Water Resources Funding for the Water Tank Project:

Mayor Langianese stated the purpose for the special meeting was a public hearing regarding the proposed water tank in Spanish Valley and explained the Utah Division of Water Resources was asked to assist with funding a loan for 1.5 million gallon water tank. She said Grand County approved the project in August and explained the State-required public comment period. She said the \$3 million bond issue carried a 3.72 percent interest rate for repayment over 15 years. There were no public comments. Mayor Langianese explained comments would be accepted until September 23. City Manager Black reported on a meeting with Zions Bank and the City's bond counsel. Mayor Langianese said the water commission was the entity that would approve the loan. The bid process and construction timeline were discussed. Mayor Langianese said the City was requesting funding from the federal government.

Adjournment:

The Mayor adjourned the meeting at 5:38 p.m.

APPROVED: _____
Joette Langianese, Mayor

ATTEST: _____
Sommar Johnson, City Recorder

MOAB CITY COUNCIL MINUTES--DRAFT
REGULAR MEETING
September 8, 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=HoP4OzyfJ4g. Mayor Joette Langianese called the meeting to order at 6:00 p.m. Councilmembers Tawny Knutson-Boyd, Colin Topper, Jason Taylor, Kaitlin Myers and Miles Loftin attended. Also in attendance were City Manager Michael Black, Recorder Sommar Johnson, Public Works Director Levi Jones, Assistant Police Chief James Blanton, Jr., Associate Planner Johanna Blanco, Assistant Engineer Didar Charles, Parks, Recreation and Trails Director Patrick Trim, Arts & Special Events Director Kelley McInerney, Sustainability and Grant Coordinator Val Veilleux, Aquatic Manager Ryan Moran, Attorney Lisa Watts Baskin and five members of the public. Councilmember Knutson-Boyd led the Pledge of Allegiance.

Consent Agenda:

Councilmember Myers moved to approve the Consent Agenda, as follows: fraud risk assessment FY26, approval of minutes for the August 25, 2026, Regular Meeting and approval of bills against the City of Moab in the amount of \$206,921.11. Councilmember Topper seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knutson-Boyd, Topper, Myers and Loftin voting aye.

General Business:

Special Event Permit for the 2026 Center Street Fest—Approved

Presentation and Discussion: Arts & Special Events Director McInerney answered a question about whether booths will be on the street during the event. It was explained that Council approval was needed for a street closure during the event.

Motion and Vote: Councilmember Taylor moved to approve a special event permit approval for the 2026 Center Street Fest. Councilmember Loftin seconded the motion. The motion passed unanimously.

Special Event Permit for the 2026 Moab Locals 10k—Approved

Presentation and Discussion: Mayor Langianese explained the event was anticipated to be larger, and the end point of the event was changed to Swanny Park.

Motion and Vote: Councilmember Taylor moved to approve a special event permit for the 2026 Moab Locals 10k. Councilmember Topper seconded the motion. The motion passed unanimously.

Sponsorship Agreement Between the City of Moab and FCA US LLC (Jeep)—Approved

Presentation and Discussion: Councilmember Taylor recused himself from deliberation and consideration due to a potential perceived conflict of interest because he stated he rents Jeep vehicles at his place of business. City Manager Black stated McInerney would be a key staff member working with the Jeep sponsorship details. He said the agreement would be with the Fiat Chrysler group in Detroit. Details of the agreement were presented to Council. He said it was proposed to be a two year program, and Jeep would be allowed to designate their brand as the official 4x4 of Moab. He detailed elements of the sponsorship including financial support, vehicles, trail stewardship, advertising and community event support. McInerney described sponsorship for Red Rock Arts Festival and a municipal 125 year anniversary event. Mayor Langianese suggested the anniversary celebration would be desirable during a quiet tourism season. Staffing involvement was described. Councilmember Myers asked about involvement in community events. Councilmember Loftin asked about the nature of the advertising, community image and Council involvement. Community involvement was discussed. Black recommended approval.

Motion and Vote: Councilmember Topper moved to adopt the recommended two-year City of Moab and FCA US LLC (Jeep) sponsorship agreement as presented. Councilmember Loftin seconded the motion. The motion passed 4-0 with Councilmembers Knutson-Boyd, Topper, Myers and Loftin voting aye and Councilmember Taylor recusing himself from the vote.

Phase 2 Development Agreement for 57 West Kane Creek Boulevard—Approved

Presentation and Discussion: Councilmember Myers recused herself due to a potential conflict of interest. Associate Planner Blanco presented the 38 unit phase and the history of approvals. Councilmember Loftin reviewed the Planning Commission consideration of the proposal, which forwarded a positive recommendation for approval.

Motion and Vote: Councilmember Knutson-Boyd moved 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. Councilmember Loftin seconded the motion. Knutson-Boyd expressed her support for the care taken by the contractor to avoid impact on Kane Creek Boulevard. The motion passed 4-0 with Councilmembers Taylor, Knutson-Boyd, Topper and Loftin voting aye with Myers recusing herself.

C-PACE (Commercial Property Assessed Clean Energy) Program—Approved

Presentation and Discussion: Sustainability and Grant Coordinator Veilleux made a brief presentation to inform Council about the history of the program which provides financing for clean energy programs. He said the reason for the consideration was regarding a procedural update. Councilmember Taylor asked about the terms of the agreement. Councilmember Topper asked about the financial obligations of the City. Applicant representative Theddi Chappell explained the City's involvement regarding the lien process.

Motion and Vote: Councilmember Topper moved to adopt **Resolution 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 Incorporated to administer the city's C-PACE program. Councilmember Myers seconded the motion. Myers pointed out the program also finances multi-family residential projects. The motion passed unanimously.

Moab Recreation and Aquatic Center (MRAC) Fitness Equipment Purchase—Approved

Presentation and Discussion: Parks, Recreation and Trails Director Trim answered a question about the anticipated lifespan of the equipment and sale of the existing equipment at auction. Spin bike trade-in allowances were discussed.

Motion and Vote: Councilmember Topper moved to approve a purchase proposal with Pacific Fitness Corp, LLC for MRAC fitness equipment Purchase in the Amount of \$154,236 and authorize the Mayor to sign the agreement. Councilmember Loftin seconded the motion. Topper stated he researched the costs and felt comfortable with the request. Trim explained he responded to resident feedback regarding the updated equipment. Councilmember Taylor stated he appreciated the use of the Recreation, Arts and Trails (RAP) tax funding for the project. The motion passed 5-0 with Councilmembers Taylor, Knutson-Boyd, Topper, Myers and Loftin voting aye.

Outdoor Leisure pool Myrtha Liner—Approved

Presentation and Discussion: Parks, Recreation and Trails Director Trim explained the company was the same one that installed the original pool liner. The history of the outdoor pool leakage was discussed, as well as the pool closure schedule in October. The outdoor pool sculpture feature was discussed.

Motion and Vote: Councilmember Knutson-Boyd moved to approve a contract award to Landmark Aquatics in the amount of \$192,750 for the outdoor leisure pool Myrtha liner. Councilmember Taylor seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knutson-Boyd, Topper, Myers and Loftin voting aye.

Spitfire Storm Drain Improvement Project—Approved

Presentation and Discussion: Assistant Engineer Charles presented the project at the location of the Spitfire Grill as well as the City's water and storm water projects in the enterprise fund. She explained details of the bid process. Road closures and water shutdowns during construction were discussed. The

bid amount was discussed.

Motion and Vote: Councilmember Loftin moved to award the contract for the 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. Councilmember Topper seconded the motion. Loftin stated his enthusiasm for the multiple bids and addressing the need for improvements on 100 West, and the ability of staff to complete the bids in-house. Taylor concurred with his interest in in-house projects. Timeline was briefly discussed. The motion passed 5-0 with Councilmembers Taylor, Knutson-Boyd, Topper, Myers and Loftin voting aye.

Moab Area Transit (MAT) Services as it Relates to the Arches Shuttle—Discussion

Councilmember Taylor stated the discussion had been ongoing for several months. He clarified that the City's goal should be to protect and sustain the MAT. Councilmember Topper commented that City residents who are vulnerable rely upon MAT. Mayor Langianese stated funding for MAT would be the responsibility of the City in the coming year and discussions regarding the Arches shuttle should also pertain to the MAT. Topper said including consideration of the downtown dispersed parking was imperative and funding streams were important to consider in view of local funding benefiting residents. Councilmember Knutson-Boyd said she supported the MAT and the Arches shuttle but had concerns about the process. She said City residents were her priority. Councilmember Myers agreed about the benefits of MAT and considered the Arches shuttle as an opportunity as the hotspot funding was phasing out. Councilmember Loftin spoke in support and concurred with Myers' perspective on collaboration. He said that the Memorandum of Understanding (MOU) creates an opportunity to collaborate with the National Park Service (NPS). He expressed concerns about downtown parking and wants to see if the shuttle benefits local businesses. Mayor Langianese stated that funding is limited by the state yet federal funds can be used for public transit to provide access into the park. She stated her interest in partnering with the NPS Transportation Fund. She reiterated that the shuttle program is a pilot project only. City Manager Black said hotels are worried about wait times and they want the shuttle to circulate more regularly. Loftin emphasized the importance of both services benefiting tourists and residents. Taylor said if the county shuttle is successful then it could cause excessive use and necessitate parking garages, for example, and growth and funding for the long-term was important. Myers brought up property tax, fees for service and sales tax and long-term funding for MAT and the importance of active transportation. The Mayor said the local transit services do not make money and added a letter has been prepared for the Utah Department of Transportation (UDOT), federal legislators, County Commissioners, and others for later discussion. She said a meeting was scheduled for November to discuss the successes and failures of the pilot. City Manager Black said he preferred a firmer contract than the MOU after the end of the first pilot session.

Memorandum of Understanding (MOU) for Arches Shuttle Pilot Project—Approved

Presentation and Discussion: Mayor Langianese stated a draft had been sent to Council members. Councilmember Taylor mentioned details of collaborative meetings with the County. Mayor Langianese stated her concern about core downtown parking.

Motion and Vote: Councilmember Taylor moved to approve the proposed MOU between the City of Moab and Grand County regarding shuttle stops and visitor parking for the Moab–Arches Shuttle Pilot Project and authorize the City Manager to sign it. Councilmember Topper seconded the motion. Councilmember Taylor said it was helpful to have the Council involved in the process. Topper and Loftin concurred. The motion passed unanimously.

City Manager Update: City Manager Black reported on the City audit and thanked Recorder Johnson for her work. He said the sidewalk improvements looked great. Black mentioned the Center Street ball fields public comment meeting. He said the Lions Park river access study was ongoing with consultants and will have a public meeting and a discussion about water conservation. He reported on a meeting regarding the proposed jail. He said the street striping project was underway.

Mayor and Council Reports:

Councilmember Loftin reported on a Planning Commission meeting.

Councilmember Myers stated she attended a conference on attainable and senior housing. She reported she met with Tyler Clancy, Utah Director on Homelessness. She said she attended the music festival and witnessed the benefits of RAP Tax funding. She mentioned upcoming local Pride events.

Councilmember Topper mentioned a spring spruce-up event and the need for sponsorships. He reported on a bike access to Arches meeting. He said he attended a transportation safety plan meeting and noted he participated in production of a social etiquette media reel on trails in Moab. He mentioned a TrailMix meeting and said Arches Park attendance is down yet public safety statistics are up.

Councilmember Taylor reported he attended meetings regarding the proposed jail, Safe Streets for All and the travel council. He said hotel reservations are projected to increase next year. He commented on the new bicycle lane striping. He brought up an upcoming presentation to the County Commission regarding funding for Emergency Medical Services.

Mayor Langianese said she attended a State Road and Tollway Authority (SRTA) regional transit service meeting, the homeless coordinator meeting and a recovery day event. She said the Western Energy Alliance would lobby Congress to reauthorize the legacy restoration fund. and mentioned what projects were funded. She reported on progress with the senior housing contract. She said state auditors would be in Moab next week.

Executive (Closed) Session:

Councilmember Myers moved to enter into an executive session to discuss the purchase, exchange or lease of real property, the sale of real property, and reasonably imminent and pending litigation.

Councilmember Taylor seconded the motion. The motion passed unanimously. Mayor Langianese convened the executive session at 8:26 p.m. Councilmember Knutson-Boyd moved to end the closed session. Councilmember Loftin seconded the motion. The motion passed unanimously. Mayor Langianese ended the closed session at 8:46 p.m.

Adjournment:

Councilmember Knutson-Boyd moved to adjourn the meeting. Councilmember Loftin seconded the motion. The motion passed unanimously. The Mayor adjourned the meeting at 8:46 p.m.

APPROVED: _____
Joette Langianese, Mayor

ATTEST: _____
Sommar Johnson, City Recorder

MOAB CITY COUNCIL MINUTES--DRAFT
REGULAR MEETING
September 22, 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=oV2fyFXVzeU&t=2s. Mayor Joette Langianese called the meeting to order at 6:00 p.m. Councilmembers Tawny Knutson-Boyd, Colin Topper, Jason Taylor, Kaitlin Myers and Miles Loftin attended. Also in attendance were City Manager Michael Black, Recorder Sommar Johnson, Parks, Recreation and Trails Director Patrick Trim, City Engineer Marc Jolissaint, Utilities Director Obe Tejada, Public Works Director Levi Jones, Administrative Sergeant Scott Finlayson, Assistant Engineer Didar Charles, Attorney Nathan Bracken and three members of the public. Councilmember Loftin led the Pledge of Allegiance.

Department Update:

Parks, Recreation and Trails Director Trim presented an update to Council. He described the divisions of his department and involvement with the Public Works department, the Recreation Special Service District, TrailMix and the Recreation, Arts and Parks (RAP) tax committee. Trim described new purchases for the pool and fitness center and repairs that involve a pool closure and locker room maintenance. He reviewed progress on planning for the ballpark improvements and fall sports. He reviewed arts programs including the Red Rock Arts Festival and the new Jeep sponsorship. Statistics for special events and other programs were presented, as well as signage improvements and the Lions Park river access feasibility study. He acknowledged low use of the bike skills park and noted some improvements and repairs due to flooding. Trim responded to a question about the pool repairs. Councilmember Myers asked about public feedback received regarding planning for the ball fields.

Consent Agenda:

Councilmember Myers moved to approve bills against the City of Moab in the amount of \$1,898,359.37. Councilmember Topper seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knutson-Boyd, Topper, Myers and Loftin voting aye.

General Business:

Recreation, Arts and Parks (RAP) Tax Advisory Committee (TAC) Changes—Approved

Presentation and Discussion: Mayor Langianese briefly explained the proposed changes to the appointment process and Councilmember Topper stated committee members supported the changes.

Motion and Vote: Councilmember Topper moved to approve **Ordinance 2026-22**: an ordinance amending Moab Municipal Code Chapter 2.88, Moab Recreation, Arts and Parks Tax Advisory Committee (RAP TAC), specifically sections 2.88.020 appointment process, and 2.88.040 committee responsibilities and meeting schedule. Councilmember Knutson-Boyd seconded the motion. The motion passed unanimously.

Drinking Water System Planning and Rate Study Change Order—Approved

Presentation and Discussion: City Engineer Jolissaint and Utilities Director Tejada presented a task order proposal regarding preparation of the drinking water master plan update. Jolissaint explained it would be the first major update in ten years and would include an analysis of rates. Councilmember Myers asked about the funding source and the nature of the task order. City Manager Black explained the costs and the existing work with the vendor.

Motion and Discussion: Councilmember Loftin moved to approve a task order with Hansen Allen & Luce in the amount of \$186,500 for a drinking water system master plan, impact fee analysis, and rate study. Councilmember Taylor seconded the motion. Loftin acknowledged the need for the work in view of the changing climate. Taylor stated it was important to analyze the costs and revenue streams for the water tank project and other needs. Councilmember Myers noted the project was over budget yet supported the proposal and appreciated the history with Hansen Allen & Luce. Councilmember Knutson-

Boyd mentioned the rate study was timely.

Vote: The motion passed 5-0 with Councilmembers Taylor, Knutson-Boyd, Topper, Myers and Loftin voting aye.

Resolution to achieve zero traffic fatalities and serious injuries—Approved

Presentation and Discussion: Assistant Engineer Charles explained the City's work regarding Safe Streets for All (SS4A) and the proposed resolution's implications for grant applications and future street design and traffic safety considerations. Councilmember Taylor asked about financial implications in the current budget year. Councilmember Topper spoke in support of the resolution.

Motion and Vote: Councilmember Taylor moved to approve **Resolution 16-2026:** a resolution committing to a goal to significantly reduce traffic fatalities and serious injuries in the City Of Moab among all road users by 2040, with an ultimate goal to achieve zero traffic fatalities and serious injuries. Councilmember Topper seconded the motion. The motion passed unanimously.

Speed Limit Changes—Approved

Presentation and Discussion: City Manager Black made a brief presentation of the speed limit change proposal. He discussed the process and made recommendations for changes. He said one proposal pertains to changing the speed limit on 100 West from 25 miles per hour (mph) to 20 mph. He said another element of the proposal is to change Mill Creek Drive from 400 East to Sand Flats Road from 25 mph to 20 mph. He said the proposals are consistent with the code and were reviewed by public works, police and community development staff. He mentioned the proposed advisory signage for all terrain vehicles (ATV) at 15 mph. He explained the timeline and budget for the project and enforceability of the advisory ATV speeds.

Motion and Discussion: Councilmember Taylor moved to approve speed limit changes to 100 West. Councilmember Topper seconded the motion. Councilmember Taylor spoke about relative speed limits in Moab and the many variable speed limits in town. He said feedback from residents supported lowering speeds on 100 West but not on Mill Creek Drive. Councilmember Topper said he was in favor of 20 mph on Mill Creek, but the timing was not right. He said lowered speed limits and differential speed limits create a heated environment. He said the redesign of Mill Creek Drive was paramount. Councilmember Loftin said he drove Mill Creek Drive to assess the speed limits. He said the variable speeds were an issue, and most of the pedestrians he witnessed were near 400 East. He said some drivers exceed the limit no matter what. He said 100 West was a clear win. Councilmember Knutson-Boyd concurred and stated she also tried 25 and 20 mph on Mill Creek Drive and supported 20 mph on 100 West. Councilmember Myers expressed her surprise at the motion. She said her own survey brought 427 responses, with positive remarks regarding lowering 100 West to 20 mph, and other proposed changes were met with mixed sentiments. She said she supports lowering the speed on Mill Creek Drive to 20 mph as part of a larger street improvement project.

Vote: The motion to approve speed limit changes to 100 West passed unanimously.

Discussion: City Manager Black pointed out the prima facie (default) speed limit within the City is 20 mph. He added that the discussion surrounding lowering the speed limit on Mill Creek Drive was not only about pedestrian safety but also about reducing traffic noise. He acknowledged that, from an engineering perspective, 20 and 25 mph are similar enough that the recommendation would not change. He mentioned speed limit consistency and the variable speed limits on 300 South. There was no motion to approve speed limit changes on Mill Creek Drive. Councilmember Topper commented that he felt he represented the whole Council when he stated the Council is still concerned with noise remedies to help specific locations and roads. City Manager Black presented an advisory speed management memorandum and spoke about vehicle speed and pedestrian safety as it relates to street design. Councilmembers Myers and Topper asked about prospects for upgrades to 400 East and timing for Mill Creek Drive redesign. Signage and wayfinding were brought up by Councilmember Myers.

Position Statement on the Moab Area Transit (MAT) and the Arches Shuttle—Approved

Discussion: Mayor Langianese reviewed the timeline of recent efforts regarding City perspectives on the Arches National Park shuttle. She requested approval of a position statement that she planned to

present to the City's federal lobbyist and State and County officials.

Motion and Discussion: Councilmember Myers moved to approve a position statement on the Moab Area Transit and the Arches Shuttle. Councilmember Topper seconded the motion. Discussion ensued regarding funding for the MAT, critical transportation needs for residents met by the MAT and timeline.

Vote: The motion passed unanimously.

Annexation Policy Plan—Discussion

Mayor Langianese briefed Council and the public on the purpose of proposed amendments to the annexation policy and map. She said it will protect the Moab area from new cities establishing inside the new boundaries. She said it will enable the City to be involved in any proposed municipalities. She said it does not preclude such proposals but gives the City leverage. She added that it will ensure coordination or orderly transfer of public services and infrastructure as development or annexations occur and memorializes current and anticipated land uses in the Moab Valley area to ensure adequate services are developed and distributed to the public. She noted it does not annex any properties automatically, impose municipal property tax or rezone properties, which are all subject to the existing robust annexation process. The Mayor cited the recent rezone request for the Steen property at Sand Flats. She said it was in the City's annexation plan, and the City was not notified, and when the City became involved everything changed. She clarified the plan does not propose urbanization of the Moab Valley and noted the timeline for public input and approval and referenced Utah code 10-2-083 sections 4-7.

City Manager Update:

City Manager Black reported his staff was working on messaging regarding the annexation updates. He said bike parking was being developed on Center Street. He brought up a previously awarded Arbor Day Foundation grant that was defunded and noted the City's grant writer Veilleux was able to secure another grant for arborist certification for staff. Black mentioned a partnership with Science Moab to promote heat map research. He mentioned staff public outreach efforts regarding the water conservation plan and the Lions Park river access evaluation. The downtown master plan progress was mentioned, and Black noted new elements such as a jail complex were being considered in addition Main Street. Black updated Council on improvements to 400 East and 100 North. He spoke about retaining an on-call civil engineering firm. He mentioned progress on water tank and noted contractor repairs adjacent to the Abbey subdivision. The 300 South bridge was discussed.

Mayor and Council Reports:

Councilmember Taylor reported on Emergency Medical Services (EMS) statistics, a Chamber of Commerce candidate meet and greet and Chamber board meeting. He stated he met with the Mayor and Councilmember Knutson-Boyd.

Councilmember Knutson-Boyd reported on a meeting with the mayor and Councilmember Taylor as well as a meeting with museum staff. Knutson-Boyd mentioned recent tragedies in the community and brought up the upcoming Out of Darkness walk and spoke about the 988 crisis line.

Councilmember Topper reported he met with a County Commissioner, the Sheriff, and Councilmember Myers to discuss the public safety building. He also reported on the Mud Springs trail ribbon cutting. He said he played in the Children's Justice Center kickball tournament, and toured the jail, the dispatch office and the Sheriff's office. He said he met with the Mayor and Councilmember Myers, the state Treasurer and Auditor, and attended the Mill Creek Parkway safety working group meeting and a solid waste meeting.

Councilmember Myers reported on a local homeless council meeting, veteran vouchers from the Housing Authority, heat mapping with Grand County Emergency Management, and an Olene Walker housing loan fund meeting. She said she met with officials regarding the proposed public safety complex and toured the jail and public safety facilities. She said she met with the Mayor and Councilmember Topper and attended a meeting with the state Treasurer and Auditor. She said she attended Pride week events, the Chamber candidate meet and greet and Councilmember Loftin's candidate meetings She thanked him for his efforts.

Councilmember Loftin said he went hunting and when he returned he had several things to report on.

He updated Council on the Utah renewable communities program, he said he met with the Mayor, attended a Planning Commission meeting regarding annexation, and a Grand Water and Sewer Service Agency meeting.

Mayor Langianese mentioned the Out of Darkness walk, the 25th anniversary of Rim-to-Rim restoration and a harvest festival. She said she met with officials from the Utah Department of Transportation (UDOT) concerning a traffic light at Uranium Avenue and Main Street, near City Market, and she brought up consideration of a pedestrian crossing at Dogwood and Main. She disclosed that the Arches shuttle was partly funded by UDOT hotspot funding, for which she said the City would have applied if it was known. She praised the meeting with the state Auditor and Treasurer. She mentioned discussion with the City's federal lobbyist about funding for transit and redevelopment funds such as for Walnut Lane. She reported on a meeting of the Utah League of Cities and Towns. She said delegations from the City and County would meet to discuss joint applications for funds.

Adjournment:

Councilmember Knutson-Boyd moved to adjourn the meeting. Councilmember Loftin seconded the motion. The motion passed unanimously. The Mayor adjourned the meeting at 8:09 p.m.

APPROVED: _____
Joette Langianese, Mayor

ATTEST: _____
Sommar Johnson, City Recorder

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 09/17/2026 to 09/23/2026

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
AMAZON CAPITAL SERVICES	280841	09/23/2026	\$1,746.21			Purchasing
BOWEN COLLINS & ASSOCIATES INC.	280842	09/23/2026	\$16,812.00			Purchasing
CANYONLANDS ADVERTISING	280843	09/23/2026	\$295.00			Purchasing
CANYONLANDS AUTO & MINING SUP	280844	09/23/2026	\$122.59			Purchasing
CANYONLANDS COPY CENTER	280845	09/23/2026	\$35.00			Purchasing
CHEMTECH-FORD LLC	280846	09/23/2026	\$423.00			Purchasing
CHP ELECTRICAL SERVICES INC.	280847	09/23/2026	\$170.00			Purchasing
DESERT WEST OFFICE SUPPLY	280848	09/23/2026	\$59.00			Purchasing
FIRST RESPONDERS FIRST,LLC	280849	09/23/2026	\$1,990.00			Purchasing
FOUR CORNERS DESIGN CENTER	280850	09/23/2026	\$233.75			Purchasing
GRAINGER	280851	09/23/2026	\$258.88			Purchasing
HANSEN ALLEN & LUCE INC	280852	09/23/2026	\$898.50			Purchasing
JEFF'S GRAND TIRE	280853	09/23/2026	\$295.67			Purchasing
KIMBERLY JOY VOICE LLC.	280854	09/23/2026	\$500.00			Purchasing
KIMLEY-HORN AND ASSOCIATES INC.	280855	09/23/2026	\$3,800.00			Purchasing
MOAB AUTO PARTS INC.	280856	09/23/2026	\$79.47			Purchasing
MOAB MAILING CENTER	280857	09/23/2026	\$35.72			Purchasing
MOAB SUN NEWS	280858	09/23/2026	\$270.00			Purchasing
PITNEY BOWES INC - PURCHASE PO	280859	09/23/2026	\$52.47			Purchasing
ROCKY MOUNTAIN POWER	280860	09/23/2026	\$81.03			Purchasing
SALT LAKE COMMUNITY COLLEGE	280861	09/23/2026	\$456.75			Purchasing
SCOOTER'S TOOLS LLC	280862	09/23/2026	\$294.95			Purchasing
SMITH HARTVIGSEN PLLC	280863	09/23/2026	\$12,996.50			Purchasing
STANDARD PLUMBING SUPPLY CO.	280864	09/23/2026	\$74.52			Purchasing
T.W.S. CONSTRUCTION INCORPORAT	280865	09/23/2026	\$35,259.06			Purchasing
THE PAINT CENTER	280866	09/23/2026	\$326.71			Purchasing
TURNER LUMBER OF MOAB	280867	09/23/2026	\$206.23			Purchasing
U.S. POSTMASTER	280868	09/23/2026	\$522.51			Purchasing
WALKER DRUG	280869	09/23/2026	\$18.28			Purchasing
WALKER'S TRUE VALUE HARDWARE	280870	09/23/2026	\$433.91			Purchasing
Yanito, Conrad	280871	09/23/2026	\$80.84			Purchasing
Yanito, Ramona	280872	09/23/2026	\$26.11			Purchasing
			\$78,854.66		\$0.00	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 09/24/2026 to 09/30/2026

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
ALARIO, CELIA	280874	09/30/2026	\$250.00			Purchasing
AMAZON CAPITAL SERVICES	280875	09/30/2026	\$2,701.05			Purchasing
BOOT BARN	280876	09/30/2026	\$161.45			Purchasing
BOWEN COLLINS & ASSOCIATES INC.	280877	09/30/2026	\$1,589.00			Purchasing
CANYONLANDS AUTO & MINING SUP	280878	09/30/2026	\$726.38			Purchasing
CANYONLANDS COPY CENTER	280879	09/30/2026	\$7.00			Purchasing
CHEMTECH-FORD LLC	280880	09/30/2026	\$564.00			Purchasing
Croasmun, Larry	280881	09/30/2026	\$200.00			Purchasing
CUSTOMER REFUNDS	280882	09/30/2026	\$85.00			Purchasing
ENBRIDGE GAS	280883	09/30/2026	\$3,436.91			Purchasing
FRONTIER	280884	09/30/2026	\$1,988.20			Purchasing
Hurley, Charlotte	280885	09/30/2026	\$369.17			Purchasing
Jones, Levi	280886	09/30/2026	\$84.00			Purchasing
KIMLEY-HORN AND ASSOCIATES INC.	280887	09/30/2026	\$193,939.34			Purchasing
METRO NATIONAL TITLE	280888	09/30/2026	\$200.00			Purchasing
MOAB ARTTRAILS	280889	09/30/2026	\$10,000.00			Purchasing
MOAB MAILING CENTER	280890	09/30/2026	\$167.48			Purchasing
MOAB TAIKO DAN	280891	09/30/2026	\$200.00			Purchasing
MUSIC MASTERS, LLC	280892	09/30/2026	\$3,000.00			Purchasing
RECREONICS, INC	280893	09/30/2026	\$17,021.00			Purchasing
ROCKY MOUNTAIN POWER	280894	09/30/2026	\$90.44			Purchasing
SCOOTER'S TOOLS LLC	280895	09/30/2026	\$2,752.84			Purchasing
SMASH ATHLETICS	280896	09/30/2026	\$2,988.00			Purchasing
SOLID WASTE SPECIAL SERVICE DIS	280897	09/30/2026	\$1,520.00			Purchasing
THE PARTRIDGE GROUP	280898	09/30/2026	\$1,654.00			Purchasing
TURNER LUMBER OF MOAB	280899	09/30/2026	\$193.24			Purchasing
U.S. POSTMASTER	280900	09/30/2026	\$164.00			Purchasing
UTAH STATE DIVISION OF FINANCE	280873	09/30/2026	\$44,299.65			Purchasing
VERIZON WIRELESS	280901	09/30/2026	\$2,711.59			Purchasing
WALKER'S TRUE VALUE HARDWARE	280902	09/30/2026	\$460.82			Purchasing
			\$293,524.56		\$0.00	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 10/01/2026 to 10/07/2026

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
AARON P. WISE ATTORNEY AT LAW	280903	10/07/2026	\$3,000.00			Purchasing
AMAZON CAPITAL SERVICES	280904	10/07/2026	\$2,217.07			Purchasing
B I BILLS INSPECTION SERVICES LLC	280905	10/07/2026	\$900.00			Purchasing
Bell, Alexander	280906	10/07/2026	\$340.00			Purchasing
BLUE STAKES OF UTAH 811	280907	10/07/2026	\$108.79			Purchasing
CANYONLANDS COPY CENTER	280908	10/07/2026	\$108.37			Purchasing
CHEMTECH-FORD LLC	280909	10/07/2026	\$423.00			Purchasing
CITY OF MOAB	280910	10/07/2026	\$14,403.25			Purchasing
CNA SURETY	280911	10/07/2026	\$1,560.00			Purchasing
CODE PUBLISHING COMPANY	280912	10/07/2026	\$294.00			Purchasing
COWDELL LAW	280913	10/07/2026	\$3,150.00			Purchasing
CUSTOMER REFUNDS	280914	10/07/2026	\$11,864.41			Purchasing
DELCO WESTERN	280915	10/07/2026	\$431.62			Purchasing
DESERT WEST OFFICE SUPPLY	280916	10/07/2026	\$211.99			Purchasing
DORSETT TECHNOLOGIES INC.	280917	10/07/2026	\$1,200.00			Purchasing
EMERY TELCOM	280918	10/07/2026	\$2,128.98			Purchasing
FOG DATA SCIENCE LLC	280919	10/07/2026	\$4,500.00			Purchasing
GOLDTOOTH, RANDY	280920	10/07/2026	\$952.00			Purchasing
GRAND WATER & SEWER AGENCY	280921	10/07/2026	\$156.70			Purchasing
JOHNSTONE SUPPLY	280922	10/07/2026	\$81.70			Purchasing
LES OLSON COMPANY	280923	10/07/2026	\$48.90			Purchasing
METERWORKS INC.	280924	10/07/2026	\$327.95			Purchasing
MOAB AUTO PARTS INC.	280925	10/07/2026	\$437.25			Purchasing
MOAB COUNTRY CLUB	280926	10/07/2026	\$21,714.00			Purchasing
MOAB DOWNTOWNER LLC	280927	10/07/2026	\$54,841.27			Purchasing
MOAB SUN NEWS	280928	10/07/2026	\$375.00			Purchasing
NUSO LLC	280929	10/07/2026	\$430.00			Purchasing
PACKARD WHOLESALE	280930	10/07/2026	\$1,129.29			Purchasing
PELORUS METHODS INC	280931	10/07/2026	\$6,938.00			Purchasing
POLYDYNE INC.	280932	10/07/2026	\$9,426.78			Purchasing
PREMIER VEHICLE INSTALLATION	280933	10/07/2026	\$174.43			Purchasing
PROVELOCITY	280934	10/07/2026	\$16,523.88			Purchasing
QUIKRETE CONSTRUCTIONS MATERI	280935	10/07/2026	\$664.63			Purchasing
REVCO LEASING COMPANY	280936	10/07/2026	\$3,109.98			Purchasing
RIVER CANYON WIRELESS	280937	10/07/2026	\$164.97			Purchasing
ROCKY MOUNTAIN ELECTRIC MOTOR	280938	10/07/2026	\$363.00			Purchasing
ROCKY MOUNTAIN POWER	280939	10/07/2026	\$33,382.48			Purchasing
SCOOTER'S TOOLS LLC	280940	10/07/2026	\$586.90			Purchasing
SKAGGS	280941	10/07/2026	\$1,209.98			Purchasing
SKYLER CURRIE	280942	10/07/2026	\$1,590.00			Purchasing
SMASH ATHLETICS	280943	10/07/2026	\$535.71			Purchasing
SOLID WASTE SPECIAL SERVICE DIS	280944	10/07/2026	\$20,709.30			Purchasing
SOUTHEASTERN UTAH DISTRICT HE	280945	10/07/2026	\$300.00			Purchasing
STANDARD PLUMBING SUPPLY CO.	280946	10/07/2026	\$46.63			Purchasing
Stocks, Bonnie	280947	10/07/2026	\$108.23			Purchasing
THE BANCORP BANK	280948	10/07/2026	\$18,891.72			Purchasing
THE BENNETT GROUP DC	280949	10/07/2026	\$6,000.00			Purchasing
THE MOAB TIMES-INDEPENDENT	280950	10/07/2026	\$608.00			Purchasing
TURNER LUMBER OF MOAB	280951	10/07/2026	\$4,106.01			Purchasing
USABBLUEBOOK	280952	10/07/2026	\$511.93			Purchasing
WALKER DRUG	280953	10/07/2026	\$56.20			Purchasing
WALKER'S TRUE VALUE HARDWARE	280954	10/07/2026	\$1,540.55			Purchasing
WASH-IT EXPRESS	280955	10/07/2026	\$172.14			Purchasing
WETCO INC	280956	10/07/2026	\$1,442.25			Purchasing
WRIGHT EXPRESS FSC	20261007	10/07/2026	\$17,722.92			Purchasing
YOUTH GARDEN PROJECT	280957	10/07/2026	\$4,000.00			Purchasing
ZUNICH BROS. MECHANICAL LLC	280958	10/07/2026	\$630.00			Purchasing
			\$278,852.16		\$0.00	



MOAB CITY COUNCIL AGENDA

October 13, 2026

TITLE : Pack Creek Pedestrian Bridge Replacement Project Contract Award

DISPOSITION : Discussion and possible action

PRESENTER : Didar Charles, Assistance City Engineer

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

STAFF RECOMMENDATION: Staff recommends award of the contract for the Pack Creek Pedestrian Bridge Replacement Project to Fones Construction LLC for \$527,943.00

PROPOSED MOTION : I move to award the contract for Pack Creek Pedestrian Bridge Replacement Project to Fones Construction LLC in the amount of \$527,943.00 as presented by staff, and authorize the Mayor to sign the agreement.

SUMMARY:

The Pack Creek pedestrian bridge has been closed since flash flooding damaged the aging structure in August 2022. The bridge provides the most direct walking and biking connection between neighborhoods west of Pack Creek, downtown Moab, and local businesses. Alternative routes, such as Kane Creek Boulevard and Main Street, are longer and require pedestrians and cyclists to travel alongside motor vehicles. Restoring the crossing will improve connectivity and provide a safe, convenient, and reliable route for residents traveling into town, including access to schools, parks, grocery stores, and other local services.

The City received \$65,912.64 through the Recreation Restoration Infrastructure (RRI) Grant, which was used for engineering design and removal of the Matheson Wetlands pedestrian bridge for reuse at the Pack Creek site. In May 2026, the City was awarded an additional \$135,240.00 in RRI funding to support construction of the Pack Creek pedestrian bridge.

The City advertised the construction project on July 15, 2026, and received seven bids. The engineer's estimated construction cost was \$345,500.00. The bids ranged from \$527,943.00 to \$841,146.66. While the bids were substantially higher than the original estimate, receiving seven bids provides a strong indication of the current construction market and demonstrates that the project received adequate competition. The bids were also generally consistent with one another, with multiple contractors pricing the work within a similar range. This suggests that the higher construction cost is not the result of a lack of competition but rather reflects current market conditions.

Staff consulted with Bowen Collins & Associates, the project's design engineer, to review the difference between the original estimate and the submitted bids. Bowen Collins & Associates



MOAB CITY COUNCIL AGENDA

October 13, 2026

identified that the bridge abutment bid item was significantly underestimated in their original estimate. In addition, construction costs have continued to increase since the project estimate was developed, including increases in fuel and other construction-related costs. Based on the review of the seven bids, staff believe the submitted bids provide a more accurate representation of the current cost to construct the project.

Staff have also identified approximately \$20,540.00 in potential savings through modifications to selected bid items. These changes will lower the project cost while maintaining the overall function and safety of the pedestrian bridge. The City has also continued to pursue additional grant funding to reduce the local funding contribution. The City recently applied for additional RRI funding and was awarded \$13,524.00. This additional funding, along with the identified cost savings, will further reduce the overall funding gap for the project.

An additional \$148,543.00 could be reallocated from the Cross Creek design project to this project. The Cross Creek Project has not moved forward due to the lack of agreement with the affected private property owners regarding the proposed design. Reallocating these funds to this project would support a project with similar goals of improving connectivity and enhancing the creek corridor.

RELEVANT LAWS, STUDIES & PLANS:

General Plan Element 3 - Goal 12, Element 7 – Goal 2, Pack Creek Pedestrian Bridge Replacement Project Plans

RESPONSIBLE DEPARTMENT:

Engineering

FINANCIAL IMPACT:

RRI grant \$148,665.00, CIP \$348,639.00

Pack Creek Pedestrian Bridge Replacement

09/01/2026 2:00 P.M.

	Name	Amount
1	ACME CONSTRUCTION INC	\$663,242.50
2	BETH BROTHERS CONSTRUCTION LLC	\$554,709.35
3	FONES CONSTRUCTION LLC	\$527,943.00
4	GERBER CONSTRUCTION INC	\$659,400.00
5	STAPP CONSTRUCTION INC	\$647,352.50
6	SUMMIT EARTH WORK LLC	\$876,852.41
7	WW CLYDE	\$1,48,510.00
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Present at Bid Opening:

Name:

SIDNEY MAUER

Didar Charles

MARK JAISAW

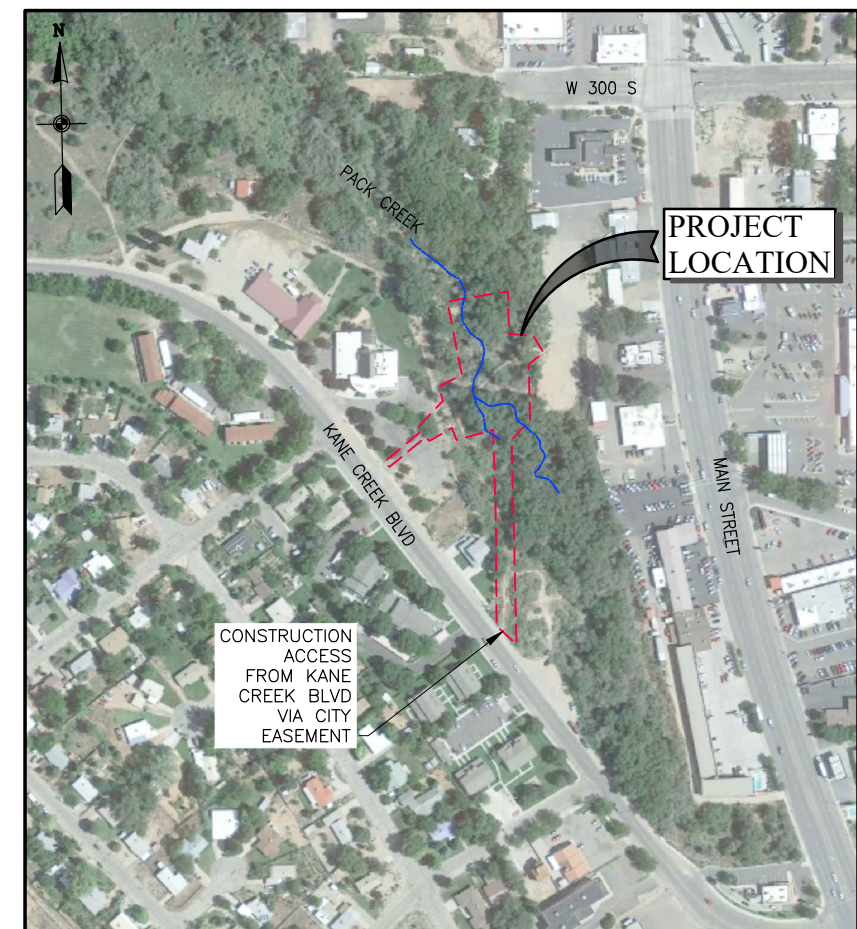
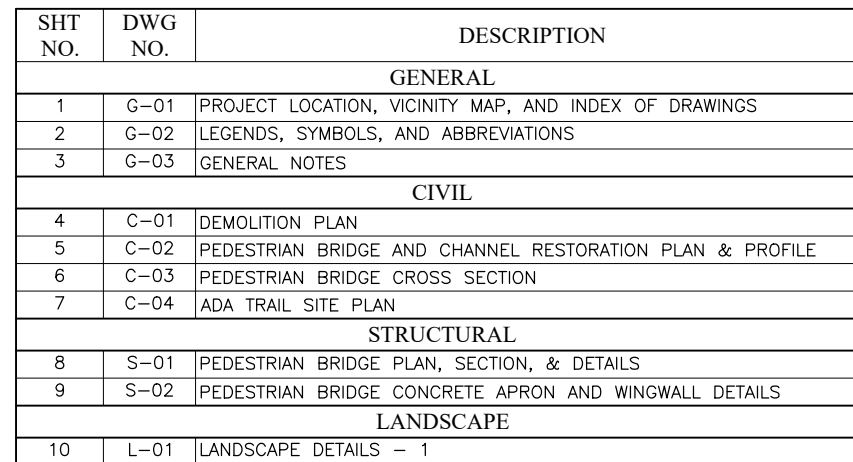
Sydney Mauer

DC/In

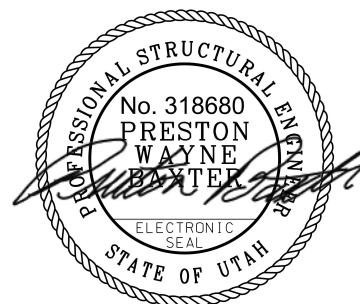
M. Jaisaw

**BOWEN COLLINS
& ASSOCIATES**

MOAB CITY



PROJECT VICINITY MAP



7/22/2026
STRUCTURAL

(1) SECTION CUT SHOWN ON DRAWING AS:

SECTION LETTER

DRAWING NUMBER WHERE THE SECTION IS SHOWN (SEE NOTE A)

(2) THIS SECTION IS IDENTIFIED AS:

SECTION LETTER

SECTION

SCALE: AS DESIGNATED

DRAWING NUMBER WHERE THE SECTION CUT IS SHOWN (SEE NOTE A)

(1) DETAIL IDENTIFICATION SHOWN ON DRAWING AS:

DETAIL NUMBER THE DETAIL NAME IS
DRAWING NUMBER OPTIONAL AND LOCATED
WHERE THE DETAIL IS HERE, FOLLOWING DETAIL
SHOWN CALLOUT

(2) THIS DETAIL IS IDENTIFIED AS:

DETAIL DETAIL NUMBER
SCALE: AS DESIGNATED
(SEE NOTE A)
DRAWING NUMBER
WHERE THE DETAIL IS
SHOWN

DETAIL NAME _____

NOT TO SCALE

TYPICAL DETAIL NUMBER, SEE INDEX
OF DRAWINGS FOR LOCATION OF
GENERAL DRAWINGS _____

The diagram shows a detail callout. A horizontal line extends from the left edge of the page. Above this line, the text "DETAIL NAME" is followed by a blank line. Below the line, the text "NOT TO SCALE" is written. To the right of the line, there is a circle containing the letter "C" above the year "2000". A diagonal line points from the bottom right of this circle to a blank line at the end of the text "GENERAL DRAWINGS".

IDENTIFICATION SHOWN ON DRAWING AS:

DETAIL NUMBER FROM ISPWC
CONSTRUCTION SPECIFICATIONS.

SD-901
TYP

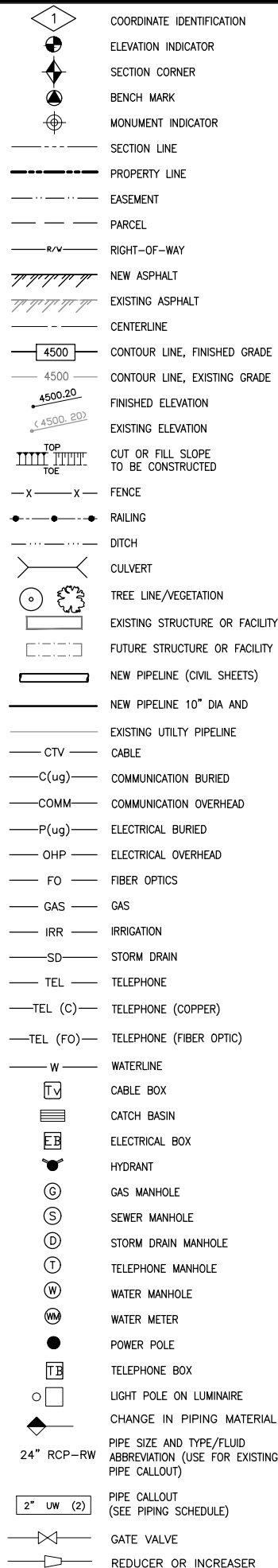
LETTER	DISCIPLINE
G	GENERAL
C	CIVIL
L	LANDSCAPING
S	STRUCTURAL

S-2 _____ INDIVIDUAL DRAWING NUMBER
 _____ DISCIPLINE

- A. IF PLAN AND SECTION (OR DETAIL CALL-OUT AND DETAIL) ARE SHOWN ON SAME DRAWING, DRAWING NUMBER IS REPLACED BY A HORIZONTAL LINE.
- B. ELECTRICAL SYMBOLS SHOWN ON ELECTRICAL DRAWINGS. FOR WELDING SYMBOLS USE AMERICAN WELDING SOCIETY STANDARD SYMBOLS. SEE AMERICAN INSTITUTE OF STEEL CONSTRUCTION MANUAL.

Diagram illustrating the layers of a road cross-section:

- GRAVEL
- CONCRETE
- EARTH
- SAND
- REVISION WORK



AL	AT
APPROX	ALUMINUM
ASTM	APPROXIMATE
ASSY	AMERICAN SOCIETY FOR
AUX	TESTING AND MATERIALS
	ASSEMBLY
	AUXILIARY
BF	BLIND FLANGE
BFV	BUTTERFLY VALVE
BM	BENCH MARK OR BEAM
BOP	BOTTOM OF PIPE
BOT	BOTTOM
BRG	BEARING
BTWN	BETWEEN
CARV	COMBINATION AIR RELEASE VALVE
CC	CENTER TO CENTER
CCP	CONCRETE CYLINDER PIPE
CL	CENTERLINE
CLR	CLEAR, CLEARANCE
CLST	CEMENT-LINED STEEL PIPE
CMP	CORRUGATED METAL PIPE
CO	CLEAN-OUT
COL	COLUMN
CONC	CONCRETE
CONN	CONNECTION
CONST	CONSTRUCTION
CONT	CONTINUOUS OR CONTINUATION
COORD	COORDINATE
CPLG	COUPLING
CR	CURB RETURN
CTR	CENTERED
CTR	CENTER
CTV	CABLE TELEVISION
C TO C	CENTER TO CENTER
CU FT	CUBIC FOOT
CU IN.	CUBIC INCH
CU YD	CUBIC YARD
CULV	CULVERT
D	DRAIN
DBL	DOUBLE
DEF	DEFLECT
DET	DETAIL
DIA	DIAMETER
DWG	DRAWING
EA	EACH
EL	ELEVATION
ELB	ELBOW
EQ	EQUAL
EW	EACH WAY
EX	EXISTING
EXIST	EXISTING
FG	FINISH GRADE
FH	FIRE HYDRANT
FLG	FLANGE
FL	FLOW LINE
FNSH	FINISH
FT	FEET OR FOOT
FTG	FOOTING
G	GAS
GA	GAGE OR GAUGE
GAL	GALLON
HORIZ	HORIZONTAL
HWY	HIGHWAY
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
IRR	IRRIGATION
INVT	INVERT
LF	LINEAR FEET
LG	LONG
LT	LEFT
MATL	MATERIAL
MAX	MAXIMUM
MFR	MANUFACTURER
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MLMC	CEMENT MORTAR LINED
	MORTAR COATED STEEL
MWS	MAXIMUM WATER SURFACE
N	NORTH
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OHE	OVERHEAD ELECTRIC UTILITY
OL	OIL LINE
O TO O	OUTSIDE TO OUTSIDE
OPNG	OPENING

PC	POINT OF CURVE
PI	POINT OF INTERSECTION
PP	POWER POLE
PT	POINT
PVC	POLYVINYL CHLORIDE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RDCR	REDUCER
REQD	REQUIRED
REV	REVISION
RT	RIGHT
RW	RIGHT—OF—WAY
SLP	SLOPE
SCH	SCHEDULE
SD	STORM DRAIN
SIM	SIMILAR
SQ	SQUARE
SS	SANITARY SEWER
STA	STATION
STD	STANDARD
STL	STEEL
STRL	STRUCTURAL
STRUCT	STRUCTURE
TAN	TANGENT
T&B	TOP AND BOTTOM
TBC	TOP BACK OF CURB
TBM	TEMPORARY BENCH MARK
THK	THICK OR THICKNESS
TYP	TYPICAL
UD	UNDERDRAIN
UGE	UNDERGROUND ELECTRIC UTILITY
UNO	UNLESS NOTED OTHERWISE
W	WATER OR WEST
W/	WITH
W/O	WITHOUT
WSTP	WATER STOP
WT	WEIGHT
YD	YARD

GENERAL LEGENDS, SYMBOLS, AND ABBREVIATIONS		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING					
DRAWING NO. G-02		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
SHEET 2 OF 10		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
DRAWING NO. G-02		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
SHEET 2 OF 10		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
DRAWING NO. G-02		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
SHEET 2 OF 10		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
DRAWING NO. G-02		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
SHEET 2 OF 10		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
DRAWING NO. G-02		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
SHEET 2 OF 10		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
DRAWING NO. G-02		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
SHEET 2 OF 10		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
DRAWING NO. G-02		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
SHEET 2 OF 10		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
DRAWING NO. G-02		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
SHEET 2 OF 10		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
DRAWING NO. G-02		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
SHEET 2 OF 10		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
DRAWING NO. G-02		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
SHEET 2 OF 10		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
DRAWING NO. G-02		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
SHEET 2 OF 10		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
DRAWING NO. G-02		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
SHEET 2 OF 10		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
DRAWING NO. G-02		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
SHEET 2 OF 10		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
DRAWING NO. G-02		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
SHEET 2 OF 10		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
DRAWING NO. G-02		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
SHEET 2 OF 10		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
DRAWING NO. G-02		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
SHEET 2 OF 10		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u> DRAWN <u>B. KNAGGS</u>		REVIEW CHECKED <u>C. JENKINS</u> APPROVED <u>B. KNAGGS</u>		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING		NO. DATE REV BY DESCRIPTION			
DRAWING NO. G-02		MOAB CITY/NRCS PACK CREEK PEDESTRIAN BRIDGE MOAB, UT		DESIGN DESIGN <u>B. KNAGGS</u>									

GENERAL NOTES

1. EROSION AND SEDIMENTATION CONTROL:
CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING CONTROL OF DRAINAGE AND EROSION DURING CONSTRUCTION AT CONSTRUCTION SITE, STAGING, AND SPOILS AREA. CONTRACTOR SHALL SUBMIT STORM RUNOFF CONTROL PLAN FOR APPROVAL BY ENGINEER AND OBTAIN A SWPPP PERMIT FROM THE UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY.
2. CHANGES:
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PERFORM CONSTRUCTION AS PER THE CONTRACT DOCUMENTS. ANY ADDITIONS, DELETIONS, OR CHANGES SHALL FIRST MEET WITH THE APPROVAL OF THE ENGINEER AND THE OWNER.
3. SYMBOLS:
SYMBOLS, LEGENDS, AND PIPE USE IDENTIFICATIONS SHOWN SHALL BE FOLLOWED THROUGHOUT THE PLANS, WHEREVER APPLICABLE. NOT ALL OF THE VARIOUS PIPING COMPONENTS ARE NECESSARILY USED IN THE PROJECT.
4. EXISTING FACILITIES:
THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT EXISTING IMPROVEMENTS, WHICH ARE TO REMAIN IN PLACE, FROM DAMAGE. ALL SUCH IMPROVEMENTS OR STRUCTURES DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR RECONSTRUCTED TO ORIGINAL OR BETTER CONDITION TO THE SATISFACTION OF THE OWNER AT THE EXPENSE OF THE CONTRACTOR, UNLESS NOTED OTHERWISE.
5. EASEMENTS:
THE CONTRACTOR SHALL BE REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE ESTABLISHED RIGHTS-OF-WAY AND EASEMENTS AS SHOWN. THIS SHALL INCLUDE BUT NOT BE LIMITED TO, VEHICLES AND EQUIPMENT, LIMITS OF TRENCH EXCAVATION, AND EXCAVATED MATERIAL AND BACKFILL STORAGE. IF THE CONTRACTOR REQUIRES ADDITIONAL CONSTRUCTION EASEMENTS, IT SHALL BE SOLELY THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN SUCH EASEMENTS FROM INDIVIDUAL PROPERTY OWNERS.
6. UTILITY LOCATIONS:
EXISTING UTILITIES SHOWN ON PLANS ARE BASED ON A RECORD SEARCH BY LOCAL CONTROLLING AGENCIES AND ARE APPROXIMATELY LOCATED. EXISTING UTILITIES ARE SHOWN FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF, AND PRESERVING, ALL UTILITIES INCLUDING THOSE NOT SHOWN OR INCORRECTLY SHOWN ON THE PLANS. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE REPAIR OF ANY UTILITY DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS. RELOCATIONS AND/OR REPLACEMENTS OF EXISTING UTILITIES SHALL BE COORDINATED BY THE CONTRACTOR WITH THE UTILITY OWNER. CONTRACTOR SHALL CONTACT, SCHEDULE, AND ESTABLISH UTILITY SHUT DOWN TIMES AND DETERMINE THE RELOCATION AND/OR REPLACEMENT REQUIREMENTS OF EXISTING UTILITIES PRIOR TO THE START OF ANY WORK.
7. EXCAVATION SAFETY:
EXCAVATION LIMITS SHOWN IN THE DRAWINGS ARE GRAPHICAL REPRESENTATIONS ONLY, AND DO NOT REPRESENT ACTUAL EXCAVATION LIMITS OR SAFE TRENCH CONDITIONS REQUIRED TO COMPLETE THE WORK. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFORMANCE WITH LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES, AND FOR PROTECTION OF WORKERS. TRENCH EXCAVATION TO BE IN ACCORDANCE WITH OSHA SAFETY AND HEALTH STANDARDS FOR CONSTRUCTION (29 CFR 1926).
8. SURVEY MONUMENTS:
CONTRACTOR SHALL NOT DESTROY, REMOVE, OR DISTURB ANY EXISTING SURVEY MONUMENTS WITHOUT AUTHORIZATION OF CONTROLLING AGENCY. NO PAVEMENT CUTTING OR REMOVAL SHALL BEGIN UNTIL ALL SURVEY MARKERS OR MONUMENT POINTS THAT HAVE THE POTENTIAL OF BEING DISTURBED BY THE CONSTRUCTION OPERATIONS HAVE BEEN PROPERLY REFERENCED BY A REGISTERED LAND SURVEYOR. ALL SURVEY MONUMENTS OR POINTS DISTURBED BY THE CONTRACTOR SHALL BE ACCURATELY RESET BY A REGISTERED LAND SURVEYOR AFTER ALL RESTORATION AND RESURFACING HAS BEEN COMPLETED.
9. SURFACE RESTORATION (UNPAVED AREAS):
ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESEEDD AND LANDSCAPED, AS SPECIFIED.
10. DRAWING SCALE:
SCALE OF THE DRAWINGS OR DETAILS ARE SHOWN IN TITLE BLOCK OR DIRECTLY UNDER THE PLAN OR DETAIL. THE SIZE OF THE ORIGINAL PLOTTED DRAWINGS IS 22"x34". CARE SHOULD BE TAKEN TO VERIFY THE SCALE BAR IN THE TITLE BLOCK AREA TO DETERMINE THE SCALE OF REDUCED REPRODUCTIONS.
11. PERMITS:
CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMIT(S) AND COMPLY WITH ALL REQUIREMENTS OF GOVERNING AGENCIES.
12. STATIONING:
WHEN STATIONS AND LENGTHS ARE SHOWN ON THE DRAWINGS, THEY ARE CENTERLINE OF PIPE. PROFILE DRAWINGS ARE HORIZONTAL PROJECTIONS OF THE PIPELINE CENTERLINE, UNLESS OTHERWISE NOTED.
13. OVERHEAD POWER:
CONTRACTOR SHALL COMPLY WITH SAFETY REQUIREMENTS AS REQUIRED FOR OPERATING CONSTRUCTION EQUIPMENT BENEATH HIGH VOLTAGE POWER LINES.
14. UTILITY POTHOLES:
CONTRACTOR TO VERIFY DEPTHS OF BURIED UTILITIES IN THE FIELD BY POTHOLES A MINIMUM OF 400- FEET AHEAD OF PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNED PIPELINE GRADE AND ALIGNMENT. IF A CONFLICT ARISES RESULTING FROM THE CONTRACTOR NEGLECTING TO POTHOLE UTILITIES, THE CONTRACTOR SHALL RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER AND IN A MANNER APPROVED BY THE ENGINEER AND THE OWNER.
15. CONSTRUCTION SURVEYING:
CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION SURVEYING AND FOR LAYING OUT WORK. NO SURVEY HAS BEEN DONE FOR THIS AREA. CITY WILL PROVIDE BEGINNING POINT AND END POINT OF NEW PIPELINE.
16. DEMOLITION:
CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF DEBRIS FROM DEMOLITION AT CONTRACTOR EXPENSE.
17. DEWATERING:
GROUND WATER AND SURFACE WATER CONTROL SHALL BE PERFORMED AND RESPONSIBLY HANDLED BY THE CONTRACTOR ACCORDING TO AND IN COMPLIANCE WITH, ALL GOVERNING AUTHORITIES. HEAVY GROUND WATER AND/OR SURFACE WATER PUMPING MAY BE REQUIRED. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE POTENTIAL PUMPING NEEDS. THE CONTRACTOR SHALL NOT RELY ON OWNER SUPPLIED PROCTOR, GROUND WATER AND/OR SURFACE WATER DATA. CONTRACTOR SHALL OBTAIN DEWATERING PERMIT AS NECESSARY.
18. AERIAL PHOTOS IN DRAWINGS:
THE AERIAL PHOTOS PROVIDED AS BACKGROUND IN THESE DRAWINGS ARE PROVIDED TO HELP CLARIFY THE WORK SITE. HOWEVER, THE PHOTOS DEPICT CONDITIONS AS THEY EXISTED AT THE TIME THE PHOTO WAS TAKEN. PRESENT DAY CONDITIONS MAY VARY FROM THOSE SHOWN. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO BIDDING. BID SHALL INCLUDE ALL WORK REQUIRED TO COMPLETE THE PROJECT.
35. PUBLIC NOTIFICATION:
CONTRACTOR TO PROVIDE AND DISTRIBUTE APPROVED WRITTEN NOTICE OF CONSTRUCTION ACTIVITIES TO ALL RESIDENTS AND BUSINESSES LOCATED IN THE CONSTRUCTION AREA AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. WRITTEN NOTICE SHALL BE APPROVED BY THE ENGINEER PRIOR TO DISTRIBUTION.
36. MOAB CITY STANDARDS:
ALL CONSTRUCTION SHALL CONFORM TO MOAB CITY DESIGN AND CONSTRUCTION STANDARDS.
37. CONSTRUCTION NOISE:
CONSTRUCTION NOISE WILL NOT BE ALLOWED BETWEEN THE HOURS OF 7PM AND 7 AM WITHOUT PRIOR WRITTEN CONSENT OF MOAB CITY ENGINEER OR APPOINTED REPRESENTATIVE.
38. DISCREPANCIES, OMISSIONS AND CONFLICTS:
THE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES, OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE DRAWINGS AND/OR SPECIFICATIONS BEFORE PROCEEDING WITH RELATED WORK.
39. COORDINATE SYSTEM:
US STATE PLANE 1983, UTAH CENTRAL ZONE 4302, NAD83 (US SURVEY FEET)
VERTICAL DATUM: NAVD 88, US SURVEY FOOT
40. THE PEDESTRIAN BRIDGE HAS BEEN DESIGNED FOR A 2-YEAR FLOOD EVENT AT THE REQUEST OF THE CITY. THE BRIDGE WILL OVERTOP IN ALL FLOOD EVENTS GREATER THAN THE 2-YEAR.
41. TRAFFIC CONTROL:
CONTRACTOR RESPONSIBLE FOR SUBMITTING TRAFFIC CONTROL PLAN FOR APPROVAL BY THE ENGINEER AND THE OWNER AHEAD OF CONSTRUCTION.

42. BRIDGE TRANSPORT:
THE EXISTING MATHESON BRIDGE SHALL BE TRANSPORTED FROM ITS
CURRENT STORAGE LOCATION TO THE PROPOSED PACK CREEK
PROJECT SITE. THE APPROXIMATE COORDINATES OF THE MATHESON
BRIDGE STORAGE LOCATION ARE 38°32'23.56"N 109°31'15.83"W.

[illegible]



PHOTO A
SCALE: NTS



PHOTO B
SCALE: NTS



PHOTO C
SCALE: NTS



BOWEN COLLINS ASSOCIATES

PROFESSIONAL ENGINEER
No. 1286797
BRIANNA KNAGGS
STATE OF UTAH
07/22/2026

REVISIONS			
NO.	DATE	REV. BY	DESCRIPTION

MOAB CITY/NRCS
MOAB, UT

PACK CREEK PEDESTRIAN BRIDGE

DESIGN: DESIGN B. KNAGGS
CHECKED: C. JENKINS
APPROVED: B. KNAGGS

VERIFY SCALE
PARTS ONE INCH ON ORIGINAL DRAWING

REVIEW
DESIGN B. KNAGGS
CHECKED C. JENKINS
APPROVED B. KNAGGS

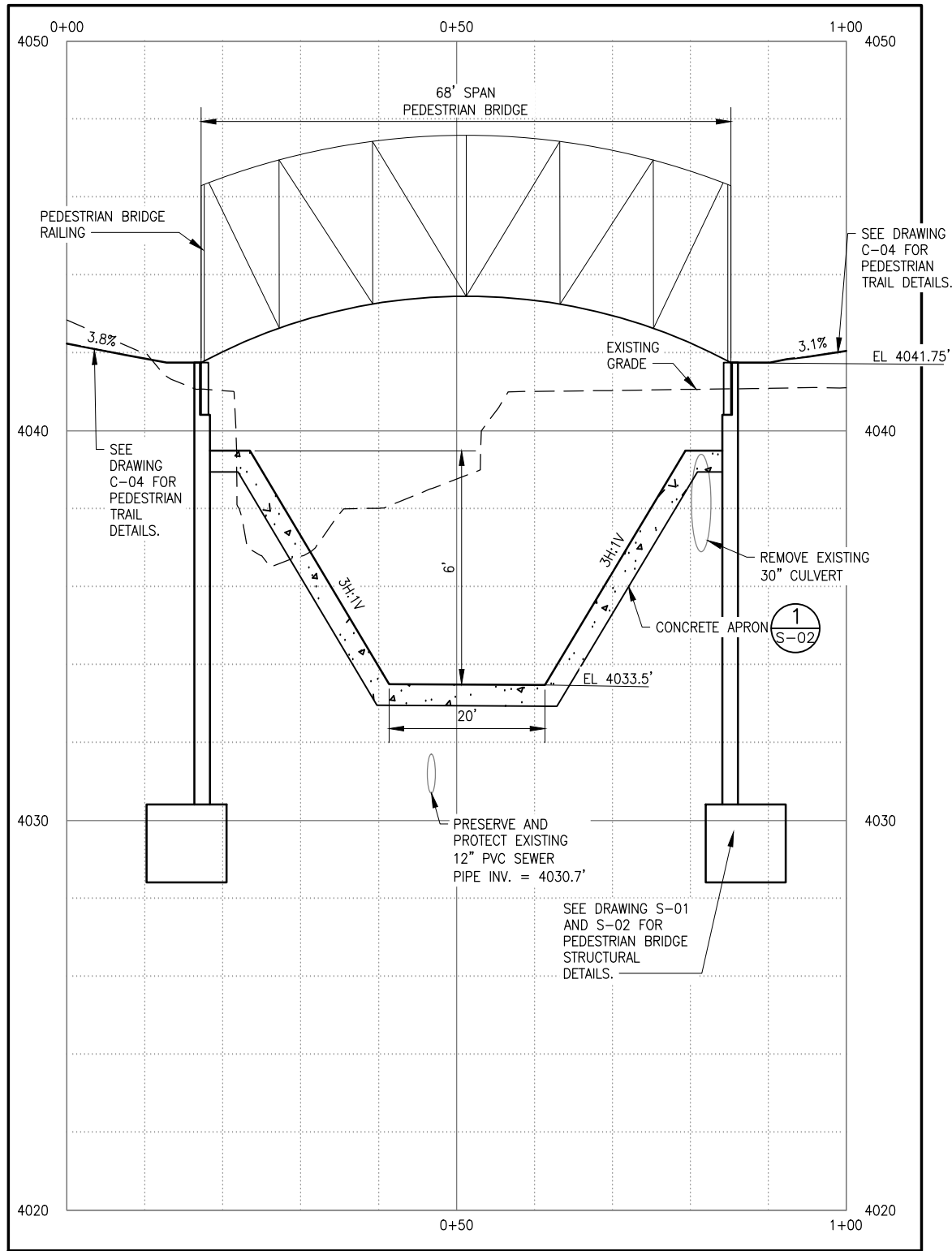
CIVIL

DEMOLITION PLAN

DATE: JULY 2026
PROJECT NUMBER: 130-22-02

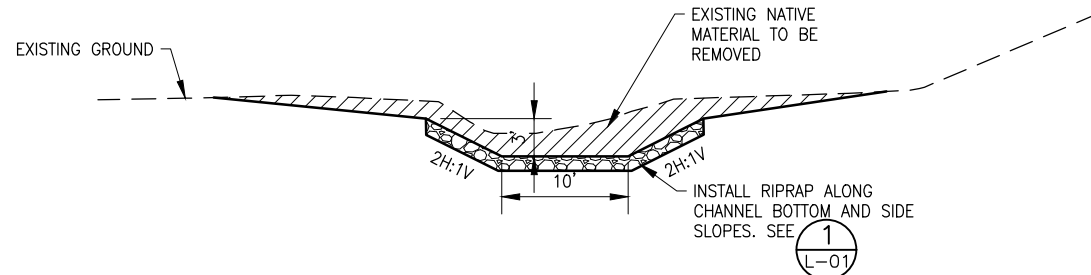
DRAWING NO.
C-01

SHEET **4** OF **10**



CROSS SECTION AT PROPOSED BRIDGE (A) C-02

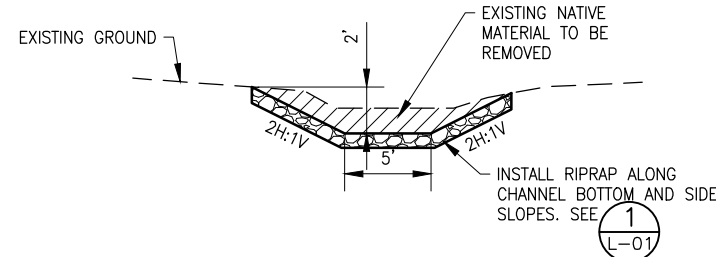
SCALE: HORZ.: 1"=10'
VERT.: 1"=5'



TYPICAL RIPRAP CHANNEL SECTION
FROM STA. 0+27 TO STA. 1+00 AND STA. 1+51 TO 2+48

SCALE: NTS

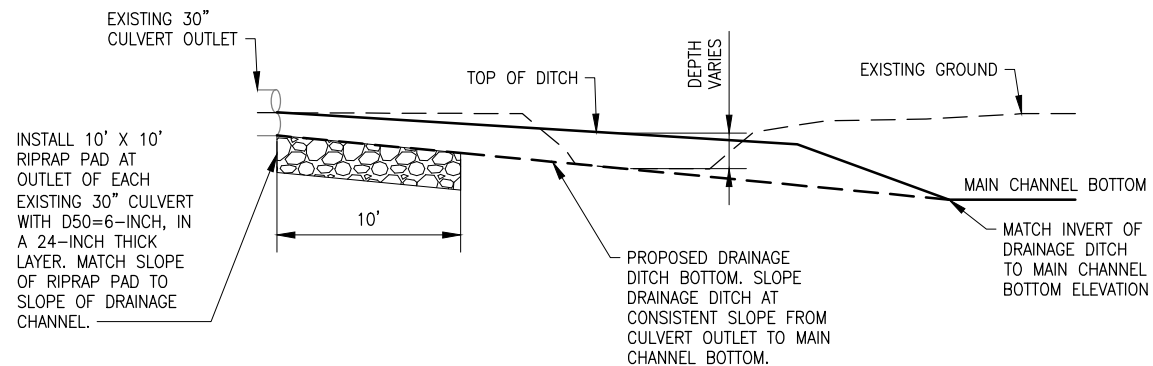
(B) C-02



TYPICAL TRIBUTARY CHANNEL SECTION
FROM STA. 10+07 TO 10+82

SCALE: NTS

(C) C-02



EXISTING CULVERT OUTLET DETAIL (D) C-02

SCALE: NTS

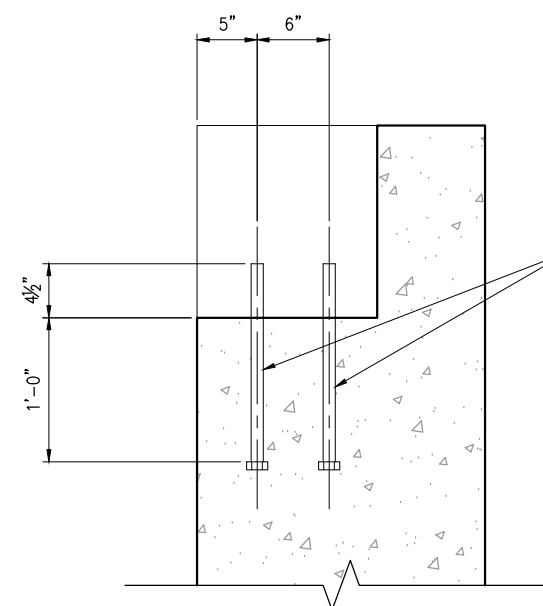
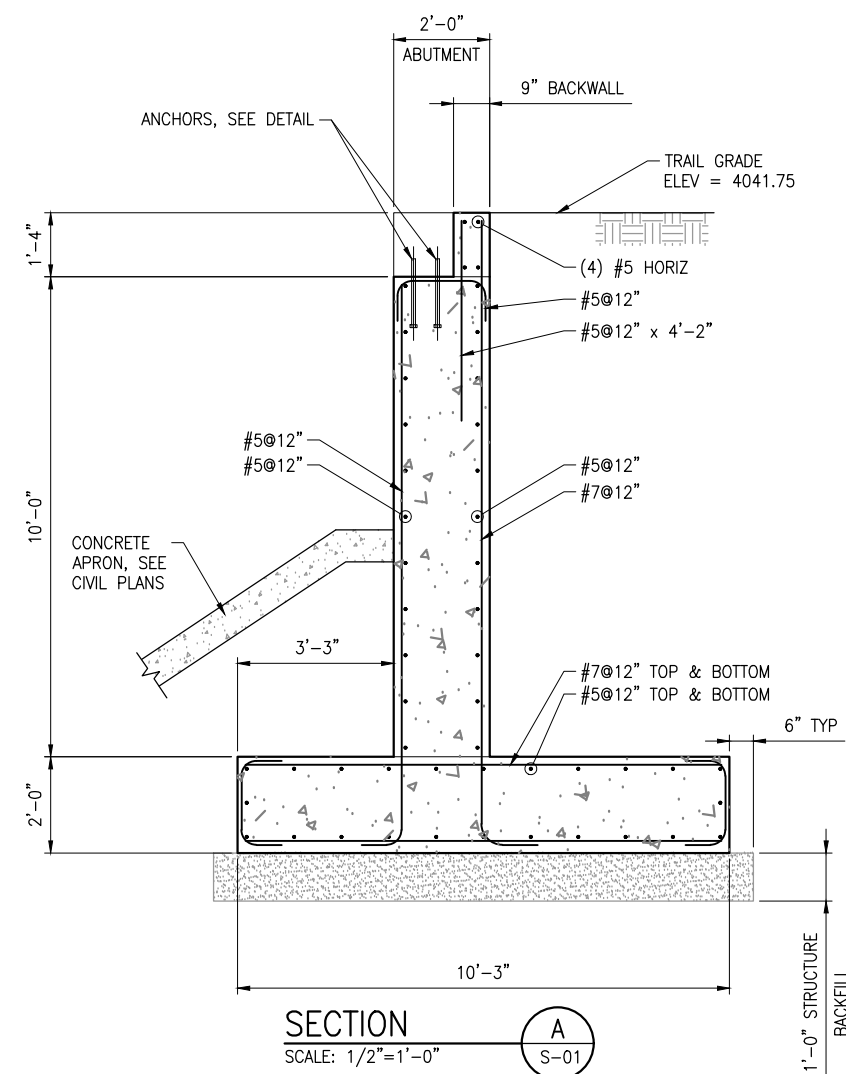
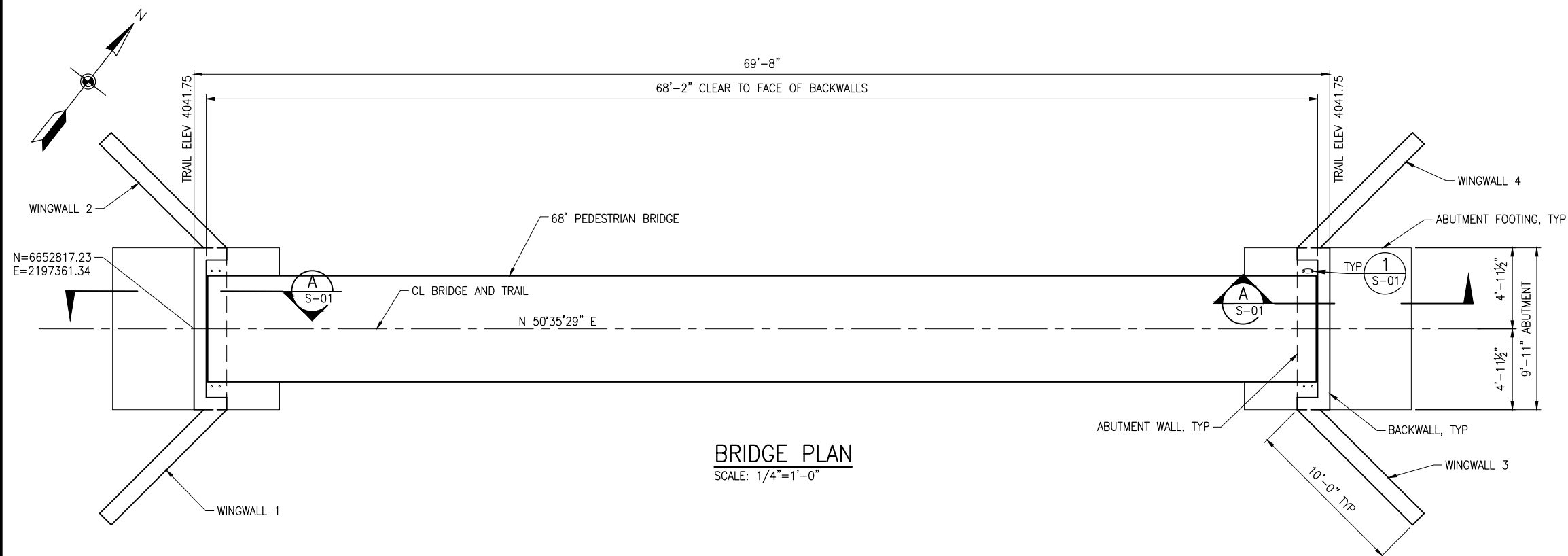
NO.	DATE	REV. BY	DESCRIPTION

VERIFY SCALE	PARTS ONE INCH ON ORIGINAL DRAWING
--------------	------------------------------------

REVIEW	CHECKED C. JENKINS
DESIGN	DESIGN B. KNAGGS
APPROVED	APPROVED B. KNAGGS

DESIGN	DESIGN B. KNAGGS
DRAWN	DRAWN B. KNAGGS

CIVIL	PROJECT NUMBER	130-22-02
PEDESTRIAN BRIDGE CROSS SECTION	DATE:	JULY 2026



— 3/4" GALV ASTM F1554 GR 55
HEADED ANCHOR STUD WITH GALV
WASHER AND DOUBLE NUTS EACH
ANCHOR, TYP. SEE NOTE 7.

STRUCTURAL NOTES:

1. STRUCTURAL CONCRETE: $f'_c = 4.0$ KSI
2. USE NON-PRESTRESSED DEFORMED BAR REINFORCING CONFORMING TO AASHTO M31 (ASTM A615), GRADE 60.
3. AT FOOTINGS, CHAMFER EXPOSED CONCRETE CORNERS $\frac{3}{4}$ INCH UNLESS SHOWN OTHERWISE.
4. PROVIDE 2 INCH MINIMUM CONCRETE COVER TO REINFORCING STEEL UNLESS SHOWN OTHERWISE.
5. VERIFY UTILITY LOCATIONS BEFORE CONSTRUCTION. PROTECT EXISTING UTILITIES IN PLACE UNLESS SHOWN OTHERWISE.
6. ASSUMED ALLOWABLE BEARING PRESSURE AT FOOTING = 2000 PSF.
7. RE-USE EXISTING BRIDGE BEARING PLATES. AT ONE END INSTALL TOP NUT TIGHT, BOTTOM NUT FINGER TIGHT. BOTH NUTS TIGHT AT OTHER END.

[illegible]

PACK CREEK PEDESTRIAN BRIDGE

BAR IS ONE INCH ON
ORIGINAL DRAWING

CHECKED S. PUGH
APPROVED P. BAXTER

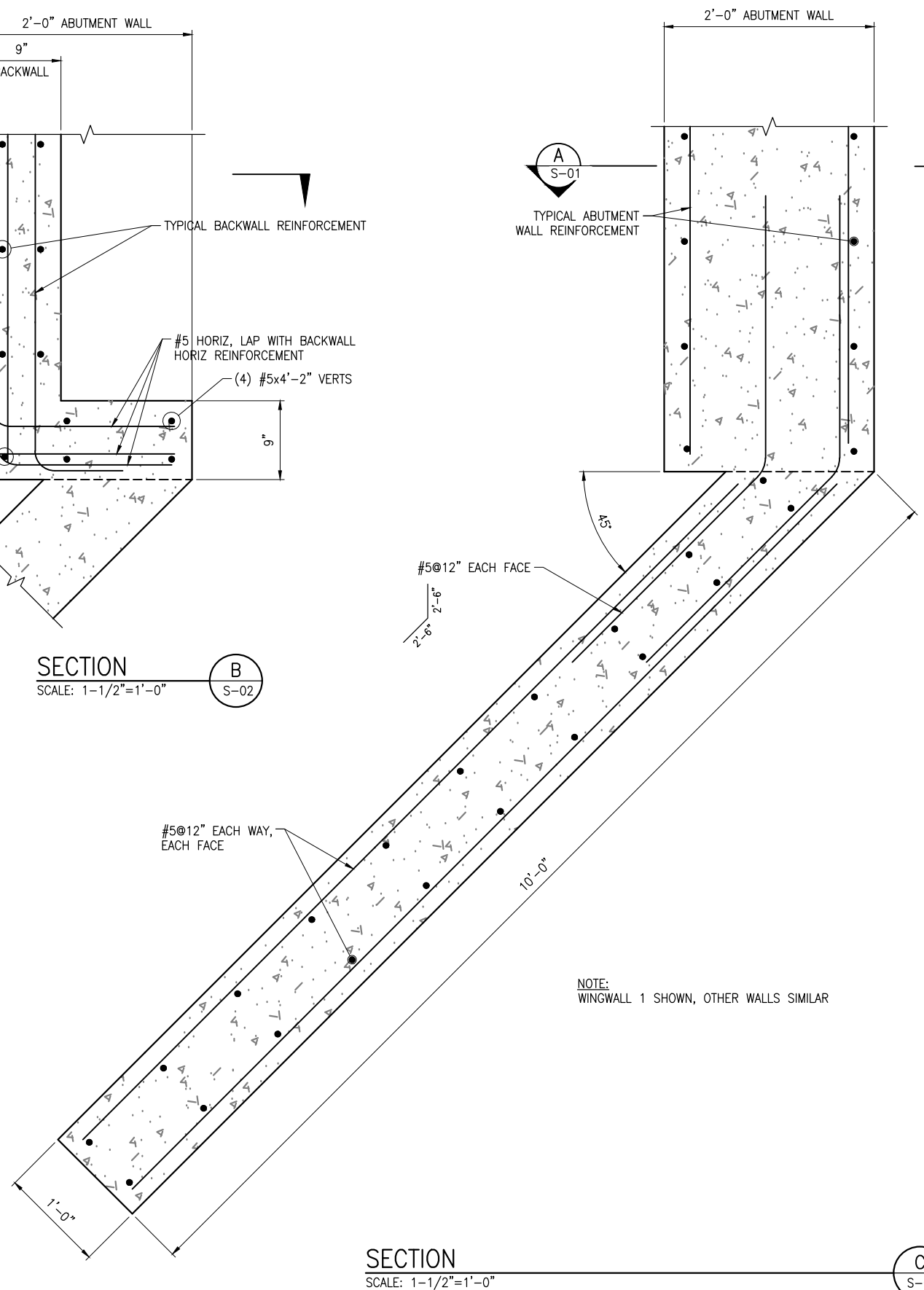
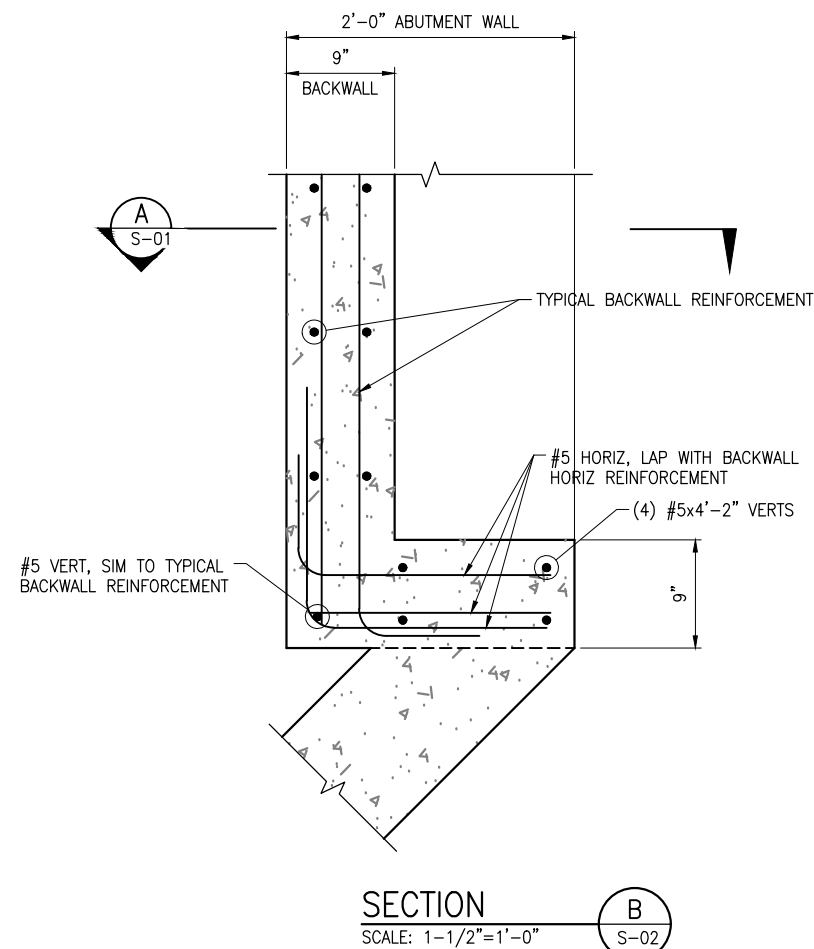
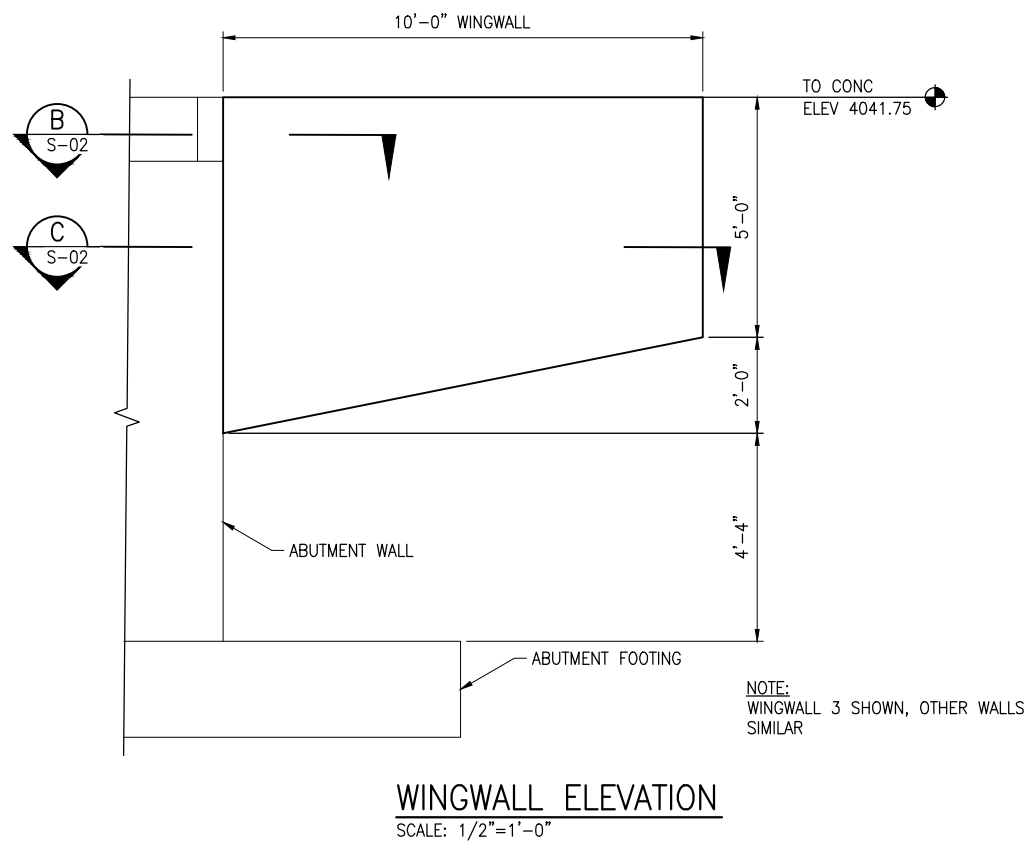
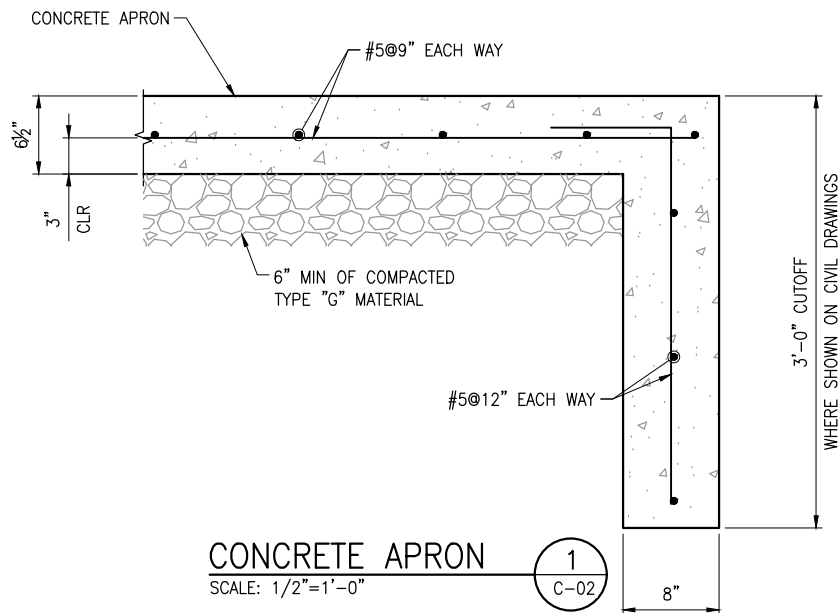
DESIGN P. P. BAXTER
DRAWN P. P. BAXTERPEDESTRIAN BRIDGE
PLAN, SECTION
AND DETAILS

DATE: NOVEMBER 2023

NUMBER

130-ZZ-02

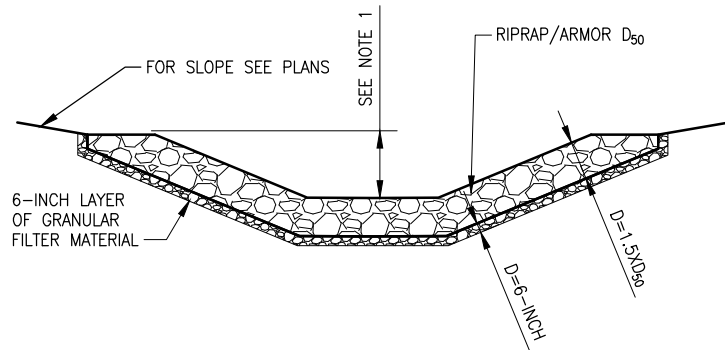
DRAWING NO.
S-01



NO.	DATE	REV. BY	DESCRIPTION

PACK CREEK PEDESTRIAN BRIDGE MOAB CITY/NRCS MOAB, UT			
DESIGN DESIGN P. BAXTER DRAWN P. BAXTER	REVIEW CHECKED S. PUGH APPROVED P. BAXTER	VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING	REVISIONS

STRUCTURAL PEDESTRIAN BRIDGE CONCRETE APRON AND WINGWALL DETAILS	DATE: NOVEMBER 2025	PROJECT NUMBER 130-22-02
	DRAWING NO. S-02	



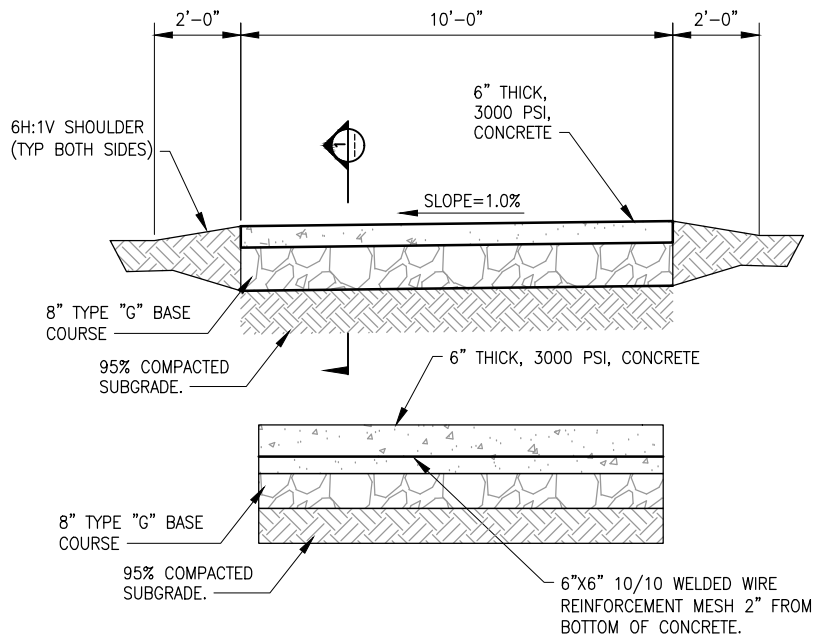
NOTES:

1. RIPRAP DEPTH IN THE MAIN CHANNEL IS 3-FT DEEP. RIPRAP DEPTH IN THE TRIBUTARY CHANNEL IS 2-FT DEEP.
2. D₅₀ = 18-INCH

RIPRAP CHANNEL PROTECTION

SCALE: NTS

1
C-03



SECTION

SCALE:NONE

1

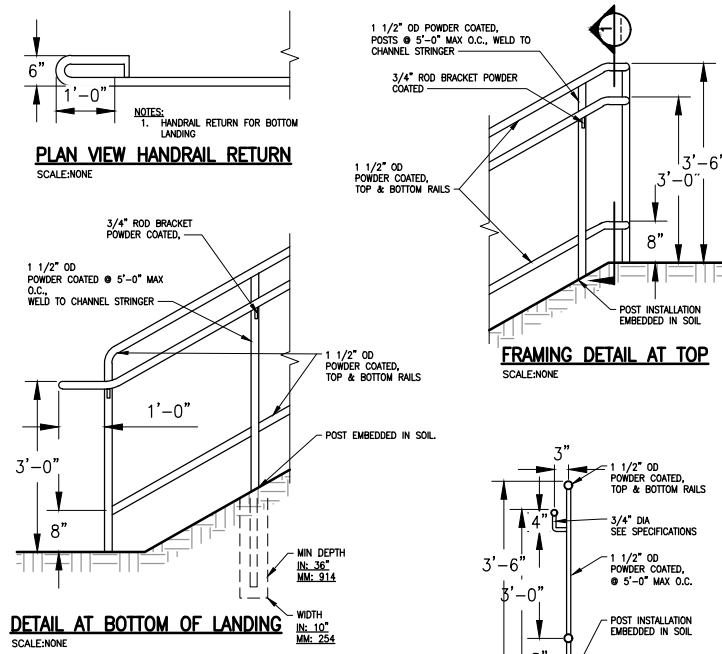
NOTES:

1. EXPANSION JOINTS PLACED EVERY 10' ON CENTER.

CONCRETE PEDESTRIAN TRAIL

SCALE: NTS

3
C-04



PLAN VIEW HANDRAIL RETURN

SCALE:NONE

NOTES:

1. HANDRAIL RETURN FOR BOTTOM LANDING

FRAMING DETAIL AT TOP

SCALE:NONE

DETAIL AT BOTTOM OF LANDING

SCALE:NONE

NOTE:

1. ALL GUARDRAILS AND HANDRAILS SHALL BE GALVANIZED STEEL, BLACK POWDER COATED. POSTS SHALL BE SPACED 5' ON CENTER.
2. GRIND SMOOTH ALL WELD JOINT, BENDS AND CORNERS, TYP

HANDRAIL DETAIL

SCALE: NTS

4
C-04

Scientific Name	Common Name	PLS Pounds/Acre	Rate PLS
RIPARIAN SEED MIX			25
KRASCHENINNIKOVIA LANATA	WINTERFAT	5	
ARTEMESIA FILIFOLIA	SAND SAGEBRUSH	4	
ATRIPLEX CANESCENS	FOURWING SALT BUSH	3	
STIPA HYMENOIDES	INDIAN RICEGRASS	6	
GRAYIA SPINOSA	SPINY HOPSAGE	2	
SPOROBOLUS AIROIDES	ALKALI SACATON	1	
DISTICHLIS SPICATA	SALT GRASS	2	
ELYMUS LANCEOLATUS SSP. PSAMMOPHILUS	STREAMBANK WHEATGRASS	2	

MOAB SEED MIX

NO.	DATE	REV. BY	DESCRIPTION

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING

REVIEW	CHECKED C. JENKINS
DESIGN	APPROVED B. KNAGGS

DESIGN	DESIGN B. KNAGGS
DRAWN	DRAWN B. KNAGGS

LANDSCAPE	PROJECT NUMBER
LANDSCAPE DETAILS - 1	130-22-02
DATE: JULY 2026	

DRAWING NO.	L-01
SHEET	10 OF 10

**SECTION 00 52 13
AGREEMENT**

This document is a MODIFIED version of EJCDC® C-522, Copyright © 2018 by the National Society of Professional Engineers, American Society of Civil Engineers, and American Council of Engineering Companies, or is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to the copyright.

TABLE OF CONTENTS

ARTICLE 1 – The Work.....	
ARTICLE 2 – Contract Documents	
ARTICLE 3 – Engineer.....	
ARTICLE 4 – Contract Times.....	
ARTICLE 5 – Contract Price.....	
ARTICLE 6 – Bonds/ Letter of Credit And Insurance	
ARTICLE 7 – Contractor’s Responsibilities.....	
ARTICLE 8 – Owner’s Responsibilities	
ARTICLE 9 – Engineer’s Status During Construction.....	
ARTICLE 10 – Changes In the Work.....	
ARTICLE 11 – Differing Subsurface or Physical Conditions	
ARTICLE 12 – Claims And Dispute Resolution	
ARTICLE 13 – Tests And Inspections; Correction of Defective Work.....	
ARTICLE 14 – Payments to Contractor.....	
ARTICLE 15 – Suspension of Work And Termination.....	
ARTICLE 16 – Contractor’s Representations	
ARTICLE 17 – Miscellaneous	

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 project generally includes the following: installation of a new prefabricated steel truss pedestrian bridge, remove sediment and debris in the vicinity of this pedestrian bridge, realign the channel and excavate sediment deposits within the main and tributary channels and in the overbank areas to protect the pedestrian bridge and existing trail from erosion hazards, install a concrete apron on the channel bottom and banks to protect the bridge abutments of the proposed bridge from erosion hazards, install riprap on the downstream side of the three existing culverts, and provide erosion protection along the Pack Creek channel.

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 Bowen Collins and Associates.

ARTICLE 4 – CONTRACT TIMES

4.01 Contract Times

- A. The Work shall be substantially complete within **60** calendar days after the issuance of the Notice to Proceed and shall be fully completed and ready for final payment within **90** 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

THIS PAGE INTENTIONALLY BLANK



TITLE: Discussion and Possible Action Proposed Ordinance 2026-18 An Ordinance Of The Moab City Council To Amend The Text Of Certain Chapters In Titles 5 And 17 Of The Moab Municipal Code (MMC) To Include Additional Land Uses And Standards Controlling Private Properties Hosting Vendors And Amending The Business License Provisions In The MMC Regarding Vendors, Peddlers, Solicitors, And Miscellaneous Merchants

DISPOSITION: Discussion and possible action

PRESENTER/S: Johanna Blanco, Associate Planner

ATTACHMENT/S:

- Exhibit 1 : Draft Ordinance 2025-18

STAFF RECOMMENDATION: Approval of Ordinance 2026-18.

OTHER OPTIONS: Continue Or Table Action To A Later Meeting With Specific Direction To City Staff And Applicant As Additional Information Needed To Make A Decision; Or Denial Of Ordinance 2026-18.

RECOMMENDED MOTION:

I Motion to Approve of the City of Moab Proposed Ordinance 2026-18, An Ordinance Of The Moab City Council To Amend The Text Of Certain Chapters In Titles 5 And 17 Of The Moab Municipal Code (MMC) To Include Additional Land Uses And Standards Controlling Private Properties Hosting Vendors And Amending The Business License Provisions In The MMC Regarding Vendors, Peddlers, Solicitors, And Miscellaneous Merchants.

SUMMARY:

After two workshops with the Planning Commission and a community engagement event with vendors and their private property hosts, the Planning Department forwards a code amendment to the vendor code. This amendment splits regulations between property owners and vendors, creating land use categories for the parking of one temporary or multiple more permanent vendors.

MMC [17.04.120](#) sets the Planning Commission as the advisory body and the City Council as the Land Use Authority for Text Amendments.

On September 24th, the Planning Commission forwarded a positive recommendation to City Council given that mentions of service were removed.

RELEVANT LAWS, STUDIES & PLANS:



MOAB CITY COUNCIL AGENDA

October 13, 2026

Moab Municipal Code, Title 5, Chapter 5.64 Vendor, Peddler, Solicitor, and Miscellaneous Merchant Business Licenses, Title 17, Chapter 17.06 Definitions, Chapter 17.09 Supplementary Requirements and Procedures Applicable within Zones, Chapter 17.20 C-1 Commercial, Chapter 17.21 C-2 Commercial, Chapter 17.24 C-3 Central Commercial, Chapter 17.27 C-4 General Commercial, Chapter 17.30 C-5 Neighborhood Commercial, Chapter 17.31 RC Resort Commercial, Chapter 17.36 I-1 Industrial, Chapter 17.32 SAR Sensitive Area Resort, and Chapter 17.67 Site Plan Review.

RESPONSIBLE DEPARTMENT:

Community Development.

FINANCIAL IMPACT:

N/A

ORDINANCE 2026-18

Ordinance No. _____

Date: _____

AN ORDINANCE OF THE MOAB CITY COUNCIL TO AMEND THE TEXT OF CERTAIN CHAPTERS IN TITLES 5 AND 17 OF THE MOAB MUNICIPAL CODE (MMC) TO INCLUDE ADDITIONAL LAND USES AND STANDARDS CONTROLLING PRIVATE PROPERTIES HOSTING VENDORS AND AMENDING THE BUSINESS LICENSE PROVISIONS IN THE MMC REGARDING VENDORS, PEDDLERS, SOLICITORS, AND MISCELLANEOUS MERCHANTS

RECITALS

WHEREAS, the City of Moab is a municipality and has authority to adopt additional land use classifications and regulations pursuant to align the Code with state law and contemporary planning concepts in accordance with the Municipal Land Use, Development, and Management Act, Title 10, Section 20, Utah Code; and

WHEREAS, the City desires to encourage safe and standardized land use for vendors; and

WHEREAS, increasing accessibility to vendors through providing multiple land uses for off-street vending; and

WHEREAS, the Council deems it necessary to amend its land use ordinances to the vendor code, and for the protection and preservation of the public health, safety and general welfare;

WHEREAS, the Moab City Planning Commission held a public hearing on September 24th, 2026 to consider amendments to the code in accordance with Utah Code §§ 10-20-205 and 10-20-502; and

WHEREAS, the Planning Commission issued a favorable recommendation to the Moab City Council regarding the Proposed Action.

BE IT ORDAINED BY THE MOAB CITY COUNCIL as follows:

1. Chapter 5.64, Vendor, Peddler, Solicitor, and Miscellaneous Merchant Business Licenses is hereby repealed and replaced in its entirety with language attached hereto as Exhibit A. and;
2. Chapter 17.06 Definitions is hereby amended as set forth in Exhibit B.
3. Chapter 17.09 Supplementary Requirements and Procedures Applicable within Zones is hereby amended as set forth in Exhibit C.
4. Chapter 17.67 Site Plan is hereby amended as set forth in Exhibit D.
5. Chapters 17.20, 17.21, 17.24, 17.27, 17.30, 17.31, 17.32, and 17.36 the C-1, C-2, C-3, C-4, C-5, RC, SAR, and I-1 Zones is hereby amended as set forth in Exhibit E.

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

2. Direction to Staff. Staff are authorized and directed to take such steps as may be needed: (a) for this ordinance to become effective under Utah law, including but not limited to compliance with the requirements of Utah Code § 10-3-711; and (b) to revise the MMC to include the ordinance, including but not limited to making non-substantive edits to correct any scrivener's, formatting, and numbering errors.

3. Effective Date. This Ordinance will take effect immediately on October 13, 2026 date.

PASSED AND ADOPTED this ____ day of _____ October 13, 2026.

MOAB CITY COUNCIL

By: Joette Langianese, Mayor

ATTEST

Sommar Johnson, Recorder

Voting:

Council Member	_____	voting	_____
Council Member	_____	voting	_____
Council Member	_____	voting	_____
Council Member	_____	voting	_____
Council Member	_____	voting	_____

(Complete as Applicable)

Date ordinance summary was posted to the Moab City website, the Utah Public Notice website, and in a public place within Moab City per Utah Code §10-3-711: _____
Effective date of ordinance: _____

EXHIBIT A

Chapter 5.64, Vendor, Peddler, Solicitor, and Miscellaneous Merchant Business Licenses Repeal
and Replace

Chapter 5.64

VENDOR, PEDDLER, SOLICITOR, AND MISCELLANEOUS MERCHANT BUSINESS LICENSES

Sections:

[5.64.010 Definitions.](#)

[5.64.020 Licenses – Required.](#)

[5.64.030 Exemptions.](#)

[5.64.040 License fees.](#)

[5.64.050 General operating standards.](#)

[5.64.060 Specific operating standards.](#)

[5.64.070 Prohibited practices.](#)

[5.64.080 Application.](#)

[5.64.085 License renewal – Criminal convictions.](#)

[5.64.090 Licenses – Issuance.](#)

[5.64.100 Modification of display apparatus, vehicle or structure.](#)

[5.64.110 Grounds for denial.](#)

[5.64.120 Appeal of denial.](#)

[5.64.130 License – Display.](#)

[5.64.140 License – Fees.](#)

[5.64.150 License – Nontransferable.](#)

[5.64.160 License revocation – Grounds.](#)

[5.64.170 License revocation – Notice, right to cure, procedure.](#)

[5.64.180 License – Term and renewal.](#)

[5.64.190 Agent for service of process.](#)

5.64.010 Definitions.

For purposes of this chapter:

B. "Cart" means a small mobile cart or wagon that occupies a temporary location on a sidewalk or private property and is a human-propelled wheeled vehicle that may contain food or other items for sale.

C. "Display apparatus" means a nonpermanent structure such as a table, stand, wagon, tray, cart, canopy, tents with three sides open, or other displays for the sale of goods, merchandise, food, or wares.

Teepees shall be allowed if seventy-five percent of the sides are open and the interior is visible, from outside the teepee, to at least seven vertical feet from the ground.

D. "Farm produce" means fresh fruit, vegetables, herbs, eggs, or grains.

E. "Miscellaneous merchant" means any licensee conducting business that does not meet the criteria of a peddler, solicitor, or vendor as defined in this chapter.

F. "Month" means a period of thirty consecutive days regardless of the calendar month.

G. "Nonmotorized trail system" means a paved or unpaved government-constructed trail or path that is intended solely for pedestrian, bicycle, or equestrian use.

H. "Peddler" means any person who goes from house to house or business to business, carrying food, goods, wares, or merchandise and selling or offering the same for sale. Peddlers seek out customers and are only stopped while engaged in a business transaction. They are not stopped or parked waiting for customers to come to them.

"Peddler" shall not include persons going door to door requesting contributions or offering goods for sale for fundraising purposes, by volunteer representatives of qualified charitable organizations or schools. A qualified charitable organization is a nonprofit organization that qualifies for tax-exempt status according to the U.S. Treasury under Section 501(c)(3) of the Internal Revenue Code.

I. "School-sponsored event" means an activity or sale that generates money that is collected or paid to the school district or individual public school. The event must be overseen or

sponsored by the school district, an individual public or private school, or a school group or club.

- J. "Solicitor" means any person who goes from house to house or business to business, not carrying goods, wares, or merchandise, but taking orders for future delivery of goods, wares, merchandise, subscriptions, or services. A solicitor may also conduct sales by means of telephone solicitation, direct mail, email, distributing fliers, or internet offers.

"Solicitor" shall not include persons going door to door requesting contributions or offering goods for sale for fundraising purposes, by volunteer representatives of qualified charitable organizations or schools, nor shall it include persons carrying out petitioning activity or serving political candidates or causes. A qualified charitable organization is a nonprofit organization that qualifies for tax-exempt status according to the U.S. Treasury under Section 501(c)(3) of the Internal Revenue Code.L. "Vehicle" means a motorized vehicle used for displaying, storing or transporting of articles offered for sale by a vendor, peddler or solicitor and is currently licensed and registered by the Department of Motor Vehicles.

- M. "Vendor" means a Food Truck or Food Cart as defined by Utah State Code 11-56-102. engaged in the business of selling food, goods, wares, or merchandise from a vehicle, trailer, cart, human-powered cycle, backpack, basket, or other display apparatus within the City, and who, in furtherance of such purpose, leases, uses, or occupies any street, sidewalk, or private property. The term "vendor" includes:

1. Street vendors;
2. Sidewalk vendors;
3. Private property vendors; and
4. Temporary private property vendors

- Q. "Vendor, private property" a person or business engaged in the business of selling food, goods, wares, or merchandise from a vehicle, trailer, cart, or other display apparatus on private property within the City, and who, in furtherance of such business, leases, uses, or occupies any private property designated as a Private Property Vendor Court.

R. "Vendor, sidewalk" means a vendor that sells or offers for sale from temporary locations for limited durations on any public sidewalk (excluding City parks and Mill Creek Parkway) any goods, wares, merchandise, food, or beverages from a cart or by foot from a pack, basket or similar container, or handheld display.

S. "Vendor, street" means a vendor that travels by vehicle, human-powered cycle, or other street-legal conveyance on public or private streets and who carries, conveys, or transports food, beverages, goods, wares, or merchandise and offers them for sale. (Ord. 18-15 § 2, 2018; Ord. 13-17 (part), 2013)

5.64.020 Licenses – Required.

A. All vendors, peddlers, and solicitors, and anyone using vending display apparatus to engage in business within the City, shall first obtain a business license as required by Chapter 5.04.

B. Each individual peddler or solicitor going door to door, or the company that employs them, must obtain a business license in his, her, or its name. Each individual peddler or solicitor must obtain a background check prior to conducting business in a residential area.

C. Applicant shall apply to the City Treasurer's Office and shall submit all information and fees required by Chapter 5.04 and Sections 5.64.040 and 5.64.080 for the specific type of vendor, peddler, or solicitor license. (Ord. 18-15 § 2, 2018; Ord. 13-17 (part), 2013)

5.64.030 Exemptions.

A. This chapter shall not apply to school and City recreation sponsored sales or events, or to City contracted sales or events.

B. Vendors who conduct sales at a special event as defined in Title 4 are exempt from the provisions of this chapter, provided the responsible organization which holds the special event permit lists the vendor on an approved vendor list and the organization satisfies all City license and sales tax requirements as specified in Title 4.

- C. Vendors who conduct sales at a convention or meeting where products or services are offered to registered members or guests and where the meeting or venue is not open to the general public shall be exempt from the provisions of this chapter.
- D. This chapter shall not apply to sales of farm produce, as defined above, where such sales are conducted by persons who grow such items and sales are conducted on private property.
- E. Temporary displays by a permanent business, as described in Section [5.64.060\(E\)](#), are exempt from obtaining a separate license for the temporary display; however, they must adhere to the requirements outlined in Section [5.64.060\(E\)](#). (Ord. 18-15 § 2, 2018; Ord. 13-17 (part), 2013)

5.64.040 License fees.

License fees shall be determined by the Moab City Council. (Ord. 18-15 § 2, 2018; Ord. 13-17 (part), 2013)

5.64.050 General operating standards.

- A. The following requirements shall be met by all vendors:
 - 1. *Code Compliance.* Display apparatus, vehicles, and structures must meet all applicable building, health, and fire codes for the intended use. Display apparatus, vehicles, and structures require approval by the City Treasurer, and locations of display apparatus, vehicles, and structures are limited to commercial zones unless otherwise permitted by the subsequent provisions of this chapter.
 - 2. *Illegal Camping.* It is illegal for any vendor to camp on the selling site, in accordance with Chapter [8.20](#) and Section [10.04.230](#).
 - 3. *Refuse and Recycling.* Vendors shall provide refuse/recycling containers adequately for the scope. Public refuse containers shall not be used to meet refuse/recycling needs.
 - a. All refuse and recycling containers shall be securely stored at the close of each business day.

b. Every container shall have a cover.

5. *Signs.* Signs on or attached to a vendor do not need a permit through the City. Signage on private property requires a City permit.

7. *Hours of Operation.* The hours of operation shall be limited to seven a.m. to ten p.m.

9. *Noise Level.* Noise levels shall comply with the requirements of Chapter [8.24](#).

10. *Animals.* No live animals shall be attached to any vending vehicle, cart, stand, or display.

13. *Proximity to Special Event.* Any vending apparatus that sets up within one hundred linear feet in a straight line of a special event shall ask permission from the event and appear on the special event list of vendors.

•

16. *Vehicles.* All vehicles must be insured and registered with the Utah Department of Motor Vehicles. (Ord. 18-15 § 2, 2018; Ord. 13-17 (part), 2013)

17. *Health.* Food vending apparatus, structures, and vehicles shall comply with all State of Utah health requirements.

5.64.060 Specific operating standards.

A.

1.

a.

•

•

B. *Mobile Street Vendors.* Street vendors using motorized vehicles shall follow the standards listed below:

1. Location. A street vendor may operate on public or private streets. Street vendors shall not conduct business on State highways.

a. Street vending vehicles shall not stop to conduct business in intersections or within crosswalks so that vehicular and pedestrian traffic will remain unhindered.

b. Business shall be conducted in commercial zones. The vehicle, structure, or display apparatus shall not block ingress or egress of any loading, parking, or emergency access areas of any property or reduce required parking.

b. Street vending vehicles selling frozen products from vehicles may operate in residential areas; provided, that the vehicle continues to travel through neighborhoods with stops only to conduct sales. The vehicle must generally remain mobile and in no case shall the vehicle be parked longer than ten minutes in a single location for sales.

c. Street food vending apparatus must be designed as a single, self-contained unit, able to operate without the use of detached tables and counters, or require additional refrigeration facilities at the place of operation.

C. Mobile Sidewalk Vendors. Sidewalk vendors using human-propelled carts or cycles, packs, baskets, or handheld displays shall follow the display apparatus standards listed below:

1. Location. A sidewalk vendor may operate on the sidewalk in the public right-of-way with written permission from the City.

a. No license shall be approved for locations on City nonmotorized trail systems.

b. Sidewalk vending apparatus shall not locate on corners or at intersections where it may cause line of sight issues for pedestrians or motorists. Carts shall be located so the flow of pedestrians is not impeded and be positioned along the route at the curbside of the sidewalk.

c. Sidewalk vending apparatus shall not locate within ten feet of any doorway to an existing business.

d. A minimum five feet of open sidewalk space for the passage of pedestrians shall be maintained at all times.

2. Carts.

- a. Sidewalk vendor carts shall not exceed the dimensions of three feet wide, eight feet long, and eight feet high.
- b. The area occupied by the cart, together with the operator and any trash receptacle, ice cooler or chair, shall not exceed thirty-five square feet of adjacent sidewalk space.
- c. The structures shall be moved on air-filled rubber tires and be of sufficiently lightweight construction that they can be moved from place to place by one adult person without auxiliary power.
- d. The device or cart shall not be motorized so as to move on its own power.
- e. Hard casters for wheels are prohibited.

D. Private Property Vendors.

- 1. Location. All display apparatus shall be located on private property with the applicable land use of Private Property Vendor Court or Private Property Vendor Pad and in commercial zones. The Vendor Court standard matrix can be found at MMC 17.09.710.

2. Structures/Vehicles/Display Apparatus.

Mobile Ability. Vendors should be able to vacate the Private Property Vendor Pad or Court at any time with no special knowledge or tools.

Utilities. Vendors should provide self-sufficient utilities or connect to the Private Property Vendor Court using flexible and removable utility connections.

Zoning Compliance. No license shall be granted for a vendor unless allowed as a land use in the underlying zone(s) in which it operates.

- h. Private property vendors must meet all applicable zoning, building, health, and fire codes for the intended use.

- E. Temporary Display – Permanent Business. A structure or display apparatus outside a permanent business shall not exceed twenty percent of the permanent business building's

area. Apparatus must meet all applicable zoning, building, health, and fire codes for the intended use. Structures are limited to commercial zones and do not require a separate vendor license if they comply with the following:

1. Existing businesses may place racks, tables, tents, canopies, awnings, or outside displays of merchandise, food, or beverages at their permanent place of business if such displays are less than two hundred square feet in size.
2. Where located along public sidewalks, such displays shall be located as close as possible to the main business building.
3. A minimum clear sidewalk width of five feet shall be maintained for pedestrian traffic to pass.
4. All merchandise displays shall be removed at the end of each business day and stored indoors.
5. Any display or temporary structure shall not reduce the number of parking spaces for the permanent business and shall not obstruct ingress or egress to the business.
6. Temporary displays at a permanent business must be approved by the Zoning Administrator for compliance with zoning, required parking spaces, and sign codes on a form provided by the City Treasurer. (Ord. 18-15 § 2, 2018; Ord. 13-17 (part), 2013)

5.64.070 Prohibited practices.

- A. It is unlawful for any vendor, transient merchant, peddler or solicitor to conduct business in such a manner as to impede or inconvenience any public use area, including, but not limited to, streets, alleys, sidewalks, and public rights-of-way.
- B. It is unlawful for any vendor, transient merchant, peddler or solicitor to:
 1. Persist or remain on private property after the owner or occupant has directed the vendor, peddler, or solicitor to leave;

2. Initiate telephone, mail, or in-person contact with a customer or prospective customer after that person has provided notice to the vendor, peddler, or solicitor requesting that all such contact shall cease;
3. Engage in business between ten p.m. and seven a.m.;
4. Engage in a pattern of contacts, whether in person, by telephone, or via mail or computer, which, viewed in terms of their frequency, duration, or content, are likely to be offensive, annoying, or disturbing to the recipient;
5. Yell, sing, call out, or play recorded audio to passersby to interest them in the merchandise of the vendor, peddler or solicitor. (Ord. 18-15 § 2, 2018; Ord. 13-17 (part), 2013)

5.64.080 Application.

- A. Only complete applications will be accepted. Applications shall be submitted on a form provided by the City Treasurer and shall require the applicant to furnish the following items and information:
 1. Name, business name, address, email, telephone number, driver's license number, and type of business entity of the vendor, peddler or solicitor.
 2. If applicable, the name, address, email, and telephone number of the company who employs or is represented by the vendor, transient merchant, peddler, or solicitor.
 3. Identification of the site or sites where the vendor, peddler, or solicitor will operate.
 4. Signed agreement with property owner that employees may use adjacent restroom facilities.
 5. All applicable license fees shall be paid in full at the time of application. License fees shall be refundable only under the terms and conditions stated in Section [5.04.030\(E\)](#) or [5.04.040\(B\)](#). (Refer to the City's fee schedule for annual license fees.)
 6. A certificate of insurance is required for anyone operating on City property or in the rights-of-way.

7. Include proof of insurance, the license plate number and current registration of motor vehicles, if any. a. Dimensions of the structure, display apparatus, vehicle, cycle, or cart, and all attached signage. Include drawings or photographs of the proposed signage.
8. Identification of the length of time and/or specific dates during which the applicant proposes that such business be conducted, together with the proposed hours of operations.
9. All vendors, peddlers, and solicitors proposing operation in residential zones must provide a complete record of the applicant with respect to any disqualifying criminal conviction, plea of no contest, disqualifying pending criminal charge, or plea currently being held in abeyance, or a statement by the applicant that no such conviction or pending charge exists, attested to by the applicant, in addition to obtaining a comprehensive, criminal background check. See Section [5.64.110\(B\)](#) regarding disqualifying criminal convictions for residential zones.
10. All peddlers and solicitors, whether operating in commercial or residential zones, must provide a complete record of the applicant with respect to any disqualifying criminal conviction, plea of no contest, disqualifying pending criminal charge, or plea currently being held in abeyance, or a statement by the applicant that no such conviction or pending charge exists, attested to by the applicant. See Section [5.64.110\(C\)](#) regarding disqualifying criminal convictions for peddlers and solicitors.
11. Except for food trucks as defined by U.C.A. [11-56-102](#), written evidence of compliance from the Zoning Administrator that the use is allowed in the zone in which the applicant proposes to operate.
12. Proof of a Utah State sales tax identification number in the applicant's name or business name, if applicable, and compliance with all other applicable State and federal requirements for the particular business for which a license is requested.
13. A description of the type of goods, wares, services or merchandise to be sold or offered for sale.

14. Except for food trucks as defined by U.C.A. [11-56-102](#), a written statement of authorization from the property owner(s) of the location(s) where the applicant intends to conduct business.
 15. Payment of the applicable license fee, at the time of submittal of the application.
 16. An inspection report from the Southeastern Utah Health District, dated not more than ten days prior to the date of application, if applicant proposes to handle or offer food or beverages for sale.
- B. By signing the application, the applicant verifies that the condition, location, parking requirements and use of the structure, vehicle, cycle, cart, or display apparatus will comply with all City ordinances and other applicable codes. (Ord. 18-15 § 2, 2018; Ord. 13-17 (part), 2013)

5.64.085 License renewal – Criminal convictions.

- A. Before each license renewal, all vendors, peddlers, and solicitors operating in residential zones must provide an updated background check, completed within thirty days of the date of renewal. See Section [5.64.110](#) regarding disqualifying criminal convictions.
- B. If a license subject to the requirements of this chapter expires and is not renewed, that license is automatically cancelled, and the licensee must apply for a new license, including obtaining a current criminal background check, if proposing operation in residential areas. (Ord. 18-15 § 2, 2018)

5.64.090 Licenses – Issuance.

The City Treasurer shall review the application for completeness for licenses under this chapter. If approved, the City Treasurer will issue a vendor, peddler, or solicitor license, showing:

- A. The number of the license;
- B. The date of issuance;
- C. The nature of the business authorized to be conducted;

D. The license fee paid;

E. The location(s) of the business;

F. The license term; and

G. The company name(s) of the person(s) authorized to conduct business. (Ord. 18-15 § 2, 2018; Ord. 13-17 (part), 2013)

5.64.110 Grounds for denial.

A. A vendor, peddler, or solicitor license may be denied by the City Treasurer based upon any of the criteria in Section 5.04.040. In addition, the City Treasurer may base denial, in whole or in part, upon the existence of site-specific impacts of the proposed license which render it incompatible with neighboring uses, or a history of past violations or complaints.

B. *Residential Zones.* For applicants proposing operation in residential zones, grounds for denial will include findings from a criminal background check, or from the attestation of a criminal record by the applicant, that include any of the following. The fact that a conviction is being appealed shall have no effect on the disqualification pursuant to this chapter.

1. Listing of the person on the sex offender registry or that the applicant is subject to an extended supervision order under the Serious Sex Offender Monitoring Act, at any time in the past;

2. Offenses against the Sex Offender Registration Act or the Serious Sex Offender Monitoring Act, at any time in the past;

3. An applicant has been convicted of, pled no contest to, has a pending charge, or has a current plea in abeyance for a crime involving:

a. The sale, distribution, or display of material harmful to minors; sexual performance by minors; contributing to the delinquency of a minor; possession of child pornography; lewdness; obscenity; indecent exposure; public indecency; any crime involving sexual abuse or exploitation of a minor; sexual assault or aggravated sexual assault; rape; rape

of a minor; object rape; object rape of a minor; forcible sodomy; sodomy on a minor; forcible sexual abuse; kidnapping; harboring a runaway minor; manslaughter; murder; or any attempt, conspiracy, or solicitation to commit any of the foregoing offenses or offenses involving similar elements from any jurisdiction, regardless of the exact title of the offense, at any time in the past; or

b. Any felony not listed in subsection (B)(3)(a) of this section; arson; assault; robbery; burglary; theft; fraud; conversion; violations of consumer protection statutes; deceit; misrepresentation; false statements; dishonesty; extortion; larceny; forgery; false or bogus checks; prostitution; exploitation of prostitution; promotion of prostitution; solicitation of sex acts; sex acts for hire; compelling prostitution; aiding prostitution; incest; any crime of violence not involving a sex act; driving under the influence of alcohol or drugs; criminal contempt; or any attempt, conspiracy, or solicitation to commit any of the foregoing offenses or offenses involving similar elements from any jurisdiction, regardless of the exact title of the offense, for which:

i. Less than two years have elapsed from the date of conviction, if the conviction is a misdemeanor, or less than five years if the convictions are of two or more misdemeanors within the five years; or

ii. Less than five years have elapsed from the date of conviction if the offense is a felony;

4. Sale and/or delivery of drugs, or any violation under the Utah Controlled Substances Act or substantially similar State or federal statute if the conviction was within the past five years;

5. A history of consumer complaints against the applicant establishing unfair or dishonest trade practices, sales of shoddy, defective, or dangerous goods, or the like; or

6. Any crime that, when considered by the Chief of Police, with the activities of a vendor, peddler, or solicitor, indicates that the best interests of the public are not served by granting the applicant a license.

C. *Peddlers and Solicitors.* For applicants proposing peddling and soliciting in commercial and/or residential zones, grounds for denial will include findings from a criminal

background check, or from the attestation of a criminal record by the applicant, that include any of the following:

1. An applicant has been convicted of, pled no contest to, has a pending charge, or has a current plea in abeyance for a crime involving: fraud; deceit; misrepresentation; false statements; dishonesty; extortion; larceny; forgery; false or bogus checks; kidnapping; perjury; burglary; robbery; theft; conversion; violation of consumer protection statutes; or any attempt, conspiracy, or solicitation to commit any of the foregoing offenses or offenses involving similar elements from any jurisdiction, regardless of the exact title of the offense, for which:
 - a. Less than two years have elapsed from the date of conviction, if the conviction is a misdemeanor, or less than five years if the convictions are of two or more misdemeanors within the five years; or
 - b. Less than five years have elapsed from the date of conviction if the offense is a felony.
2. A history of consumer complaints against the applicant establishing unfair or dishonest trade practices, sales of shoddy, defective, or dangerous goods, or the like.
3. Any crime that, when considered by the Chief of Police, with the activities of a peddler or solicitor, indicates that the best interests of the public are not served by granting the applicant a license.

The fact that a conviction is being appealed shall have no effect on the disqualification pursuant to this chapter. (Ord. 18-15 § 2, 2018; Ord. 13-17 (part), 2013)

5.64.120 Appeal of denial.

An applicant denied a vendor, peddler, or solicitor license by the City Treasurer may appeal that decision through the procedures outlined in Section [5.04.050](#). Exhaustion of administrative remedies and timely appeal shall be a jurisdictional prerequisite to judicial review. (Ord. 18-15 § 2, 2018; Ord. 13-17 (part), 2013)

5.64.130 License – Display.

- A. Vendors. The vendor license issued under this chapter shall be posted conspicuously in the place or places of business named therein.
- B. Peddlers and Solicitors. Every licensed peddler and solicitor shall possess and display upon demand a copy of their business license. (Ord. 18-15 § 2, 2018; Ord. 13-17 (part), 2013)

5.64.140 License – Fees.

Vendor, peddler, and solicitor license fees shall be established pursuant to the procedures and criteria established in Section 5.04.020 and this chapter. The license fees imposed by this chapter shall be in addition to any other fees applicable to the particular business use imposed by the provisions of this code. (Ord. 18-15 § 2, 2018; Ord. 13-17 (part), 2013)

5.64.150 License – Nontransferable.

Any license issued pursuant to this chapter is not transferable by the licensee. (Ord. 18-15 § 2, 2018; Ord. 13-17 (part), 2013)

5.64.160 License revocation – Grounds.

Licenses under this chapter may be revoked by the City Manager for any of the causes specified in Section 5.04.080, in addition to the following:

- A. Any fraud, misrepresentation, or false statement made in connection with the selling of goods, wares, or merchandise, or made on the application for a license or in the attestation to the licensee's criminal record;
- B. Any violation of the general or specific operating standards;
- C. Operation of the business licensed under this chapter in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public; or

D. Any criminal conviction, plea of no contest, pending charge, or plea in abeyance of any disqualifying crime enumerated in Section 5.64.110. (Ord. 18-15 § 2, 2018; Ord. 13-17 (part), 2013)

5.64.170 License revocation – Notice, right to cure, procedure.

Notice of and the procedure for curing a revocation of a license issued under this chapter shall be pursuant to the procedures and requirements specified in Section 5.04.090. (Ord. 18-15 § 2, 2018; Ord. 13-17 (part), 2013)

5.64.180 License – Term and renewal.

All licenses issued under this chapter shall expire one year from the date of issuance, unless a prior date is specified. Licensees wishing to renew their license at the end of the specified term shall submit a renewal form and license fee at least thirty days prior to expiration. All renewals shall be reviewed for approval criteria by the City Treasurer. Licenses are renewable under the terms stated in Section 5.04.060. (Ord. 18-15 § 2, 2018; Ord. 13-17 (part), 2013)

5.64.190 Agent for service of process.

A. A condition upon the issuance of any peddler or solicitor license is the irrevocable consent by the licensee to the nomination of the City Recorder as its agent for service of process for any claims derived from the licensee's business activities within the City. Additionally, the licensee stipulates to venue in the courts of Grand County, Utah, for any action involving its business activities in the City.

B. Should the City Recorder be served with process for any licensed peddler or solicitor, a complete copy of the summons and complaint shall be mailed by certified mail, return receipt requested, to the licensee's business address, as contained in the City records. The City Recorder shall then notify the City Manager of the impending action and the nature of the complaint. (Ord. 18-15 § 2, 2018)

EXHIBIT B
Chapter 17.06 Definitions Amendment to Add the Following:

“Commissary” means a food service establishment permitted by a local health department according to Rule R392-100 to which a mobile food business operator may return regularly to perform functions necessary for sanitary operations.

“Vendor” means a Food Truck, or Food Cart as defined by Utah State Code 11-56-102.

“Private Property Vendor Court” or Vendor Court means a property where the primary use is to host one (1) or more Vendors, which are not Temporary Private Property Vendors.

“Temporary Private Property Food Vendor Pad” means a designated area on a property where the accessory use has been established to host one Temporary Private Property Vendor.

“Private Property Vendor” means a person or business engaged in the business of selling food, goods, wares, or merchandise from a vehicle, trailer, cart, or other display apparatus on private property within the City, and who, in furtherance of such business, leases, uses, or occupies any private property designated as a Private Property Vendor Court.

“Temporary Private Property Vendor” means a person or business engaged in the business of selling food, goods, wares, or merchandise from a vehicle, trailer, cart, or other display apparatus within the City, and who, in furtherance of such business, leases, uses, or occupies any private property. Temporary Private Property Vendors must move the vehicle, trailer, cart, or other display apparatus from the private property where they are operating every 12 hours and may not return to the private property space for another 12 hours.

“Food Vendor Court” means a Vendor Court that has one or more Food Vendors.

“Vendor Court Area” means the area delineated by a polygon on an approved site plan that encompasses all vendor spaces, seating areas, supporting structures, decorations, tables, vending apparatus, and other features associated with the Vendor Court.

EXHIBIT C
Chapter 17.09 Supplementary Requirements and Procedures Applicable within
Zones Amendment to Add the Following;

17.09.710 Vendor Court Matrix

Zone	C-1	C-2	C-3	C-4	C-5	RC	SAR	I-1	A-1	MH/ RV-1	R-1	R-2	R-3	R-4	RA-1
Permitted	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No	No
Employee Parking Space per Vendor	1	1	1	1	1	1	1	1	X	X	X	X	X	X	X
Customer Parking Space per Minimum Vendor Court Area (sq ft)*	1	1	0	1	1	1	1	1	X	X	X	X	X	X	X
Minimum Area / per Vendor	3000	3000	2000	2000	3000	2000	2000	2000	X	X	X	X	X	X	X
Number of Vendors that trigger Standard Buffering if abutting an R zone	4	4	6	6	4	6	4	4	X	X	X	X	X	X	X
Number of Vendors that trigger a 6-foot fence if abutting a residential zone	2	2	4	4	2	4	2	2	X	X	X	X	X	X	X

*An additional parking spot will be required for every 300 SF of Vendor Court Area utilized over the stated minimum.

*Any Private Property Vendor or Temporary Private Property Vendor that operates beyond the approved Site Plans shall constitute a violation of the approval. Upon notification by the City, the property owner will be required to obtain the appropriate site plan or site plan amendment.

17.09.720 Amortization and Enforcement of Nonconforming Private Property Vendors.

- A. The City shall require all Private Property Vendors on properties without the applicable land use approval to vacate the property within 30 days of Notice that are otherwise not exempted by this chapter, pursuant to the amortization schedule contained in this section.
- B. All permitted Private Property Vendors operating within the bounds of their original approvals prior to August 1st, 2027 shall be considered legal nonconforming. Any existing approved accessory uses and additions to the Private Property Vendor Area, which is being used in a manner or for an otherwise lawful purpose, shall be deemed legal nonconforming, pursuant to Chapter [17.12](#), General Provisions.
- C. All permitted Private Property Vendors, legally existing within the bounds of their original approvals prior to the effective date of this chapter and which are not exempted, shall be considered legal, nonconforming and shall be brought into compliance by the property owner as follows:
 - a. Immediate compliance is required as a condition for approval when applying for a building permit, sign permit, new (nonrenewal) business license, site plan review, or similar City permit.
 - b. No new Private Property Vendors may occupy a property if the appropriate land use is not established. A one-for-one trade of vendors is also unacceptable.
 - c. All properties which host a Private Property Vendor previously scheduled for amortization or otherwise exempted shall be brought into conformance by January 1st, 2028.
 - d. Whenever a nonconforming use, structure, or lot is abandoned for a period greater than one year and then changed to a new use according to the requirements of Section [17.12.060](#), the lot must gain approval for the applicable land use required for the number of vendors on the property or have the Private Property Vendors vacate the property.
 - e. Private Property Vendor Courts and Pads must be brought into compliance if they violate any health or safety codes of the Building, Fire, Health, or Planning Departments, as determined by the Zoning Administrator.
- D. Violation and enforcement shall be processed as outlined in Chapter [17.78](#).

EXHIBIT D

Chapter 17.67 Site Plan Amendment to Add the Following;

17.67.020.A.4

Process for Vendor Use. The establishment of a Vendor Court or Temporary Private Property Food Vendor Pad shall trigger a Level 1 Site Plan. If the proposed vendor area is over 8,000 SF, a level 2 site plan will be required

EXHIBIT E

Chapters 17.20,17.21,17.24,17.27,17.30,17.31,17.32, and17.36 the C-1,C-2,C-3,C-4,C-5, RC,SAR, and I-1 Zones, respectively Amendment to Add the Following Permitted Uses;

Vendor Court

- a. The vendor court area must meet ADA, fire, health, and building requirements.
- b. The Vendor Area must meet the minimum setback of the zone
- c. See Vendor Court Matrix in 17.09.710
- d. Sufficient access, parking and maneuvering space shall be made available. Suitable, safe access by pedestrians shall be provided and no structure shall obstruct access to or from parking areas or sidewalks.
- e. Nothing in the Vendor Court Area shall interfere with required vehicular circulation and parking.
- f. Space heaters, tents, sheds, and other displays or apparatus can be permitted with special approval from Building, Fire, and Health.
- g. Restroom services for employees shall be provided

Food Vendor Court

- a. The Vendor Area must meet the minimum setback of the zone
- b. See Food Vendor Court Matrix in 17.09.710
- c. The vendor court area must meet ADA, fire, health, and building requirements, including but not limited to;
 - i. Providing a grease interceptor
 - ii. Potable water supply systems shall be designed, installed, and operated according to the requirements set forth by:(a) Plumbing Code;(b) the Utah Department of Environmental Quality, Division of Drinking Water; and(c) Local health department regulations
 - iii. Wastewater shall be discharged to a public sanitary sewer system or an approved septic system.

- d. Nothing in the Vendor Court Area shall interfere with required vehicular circulation and parking.
- e. Outdoor cooking may be approved if safety standards are met by Fire, Health, and Building standards
- f. Space heaters, tents, sheds, and other displays or apparatus can be permitted with special approval from Building, Fire, and Health.
- g. Sufficient access, parking and maneuvering space shall be made available. Suitable, safe access by pedestrians shall be provided and no structure shall obstruct access to or from parking areas or sidewalks.
- h. Restroom services for employees shall be provided

Temporary Private Property Vendor Pad- Accessory use

- a. The vendor court area must meet ADA, fire, health, and building requirements.
- b. Vendors must meet the minimum setback of the zone
- c. An area of not less than 2,000 square feet shall be provided and maintained for the Private Property Vendor. Services provided by the Vendor shall not occur outside of the designated 2,000 SF area unless occurring off the property.
- d. One parking space shall be required for every Vendor. In no case shall the vendor occupy parking spaces that reduce the amount of required parking for the host business.
- e. Restroom services for employees shall be provided
- f. One Private Property Vendor is permitted on a parcel
- g. If a TPPV is found to overstay the limit, the property owner must report to the Moab City Planning Department to get Private Property Vendor use approval, or the vendor must vacate the property.

Temporary Private Property Food Vendor Pad- Accessory Use

- a. The vendor court area must meet ADA, fire, health, and building requirements, including but not limited to;
 - i. Providing a grease interceptor
 - ii. Potable water supply systems shall be designed, installed, and operated according to the requirements set forth by:(a) Plumbing Code;(b) the Utah Department of Environmental Quality, Division of Drinking Water; and(c) Local health department regulations
 - iii. Wastewater shall be discharged to a public sanitary sewer system or an approved septic system.
 - iv. A food truck must return to an approved commissary daily unless a current [Mobile Food Establishment Commissary Waiver](#) is on file with the Health Department.
- b. Vendors must meet the minimum setback of the zone, including any outdoor dining structures

- c. An area of not less than 2,000 square feet shall be provided and maintained for the Private Property Vendor. Services provided by the Vendor shall not occur outside of the designated 2,000 SF area unless occurring off the property.
- d. One parking space shall be required for every Vendor. In no case shall the vendor occupy parking spaces that reduce the amount of required parking for the host business.
- e. Restroom services for employees shall be provided
- f. One Private Property Vendor is permitted on a parcel
- g. Not more than one vendor may occupy the Private Property Vendor site within 24 hours.
- h. Nothing in the Vendor Court Area shall interfere with required vehicular circulation and parking.
- i. Outdoor cooking may be approved if safety standards are met by Fire, Health, and Building standards
- j. If a TPPV is found to overstay the limit, the property owner must report to the Moab City Planning Department to get Private Property Vendor use approval, or the vendor must vacate the property.

SUMMARY OF
MOAB CITY
ORDINANCE 2026-18

On October 13, 2026, the Moab City Council enacted Ordinance 2026-18, to amend the text of certain chapters in Titles 5 and 17 of the Moab Municipal Code (MMC) to include additional land uses and standard controlling private properties hosting vendors and amending MMC's business license provisions rearding vendors, peddlers, solicitors, and miscellaneous merchant requirements.

By: Joette Langinese, Mayor

ATTEST

Sommar Johnson, Recorder

Voting:

Council Member _____	voting _____
Council Member _____	voting _____
Council Member _____	voting _____
Council Member _____	voting _____
Council Member _____	voting _____

A complete copy of Ordinance 2026-18 is available in the Moab City offices located at 217 E. Center Street, Moab, UT 84532.



TITLE: Proposed Ordinance 2026-19 AN ORDINANCE AMENDING THE TEXT OF THE MOAB MUNICIPAL CODE SECTION 12.08.060 TO UPDATE THE PROCESS BY WHICH THE CITY GRANTS EXEMPTIONS TO ITS REQUIREMENTS GOVERNING THE CONSTRUCTION OF SIDEWALKS, CURBS, AND GUTTERS TO HIGHWAY COMMERCIAL PROPERTIES

DISPOSITION: Discussion and possible action

PRESENTER/S: Johanna Blanco

ATTACHMENT/S:

- Exhibit 1 : Draft Ordinance 2026-19
- Exhibit 2: MMC Redline

STAFF RECOMMENDATION: Approval of Ordinance 2026-19.

OTHER OPTIONS: Continue Or Table Action To A Later Meeting With Specific Direction To City Staff And Applicant As Additional Information Needed To Make A Decision; Or Denial Of Ordinance 2026-19.

RECOMMENDED MOTION: I Motion to Approve the City of Moab Ordinance 2026-19, An Ordinance Amending The Text Of The Moab Municipal Code Section 12.08.060 To Update The Process By Which The City Grants Exemptions To Its Requirements Governing The Construction Of Sidewalks, Curbs, And Gutters To Highway Commercial Properties.

SUMMARY:

The City of Moab is forwarding this code amendment to create an exception process and criteria for the sidewalk fee-in-lieu option for properties fronting Highway 191 due to UDOT not currently allowing curb and gutter within the right-of-way and the City desiring the sidewalk be built within the right-of-way, also acknowledging the topographic issues that may hinder this construction.

On September 24th, 2026 the Planning Commission forwarded a positive recommendation of Ordinance 2026-19.

RELEVANT LAWS, STUDIES & PLANS:

Moab Municipal Code, Title 12, Chapter 12.08 Sidewalk and Driveway Construction.

RESPONSIBLE DEPARTMENT:

Community Development.

FINANCIAL IMPACT:

An additional fee-in-lieu may be collected by the City.

CITY OF MOAB ORDINANCE 2026-19

AN ORDINANCE AMENDING THE TEXT OF THE MOAB MUNICIPAL CODE SECTION 12.08.060 TO UPDATE THE PROCESS BY WHICH THE CITY GRANTS EXEMPTIONS TO ITS REQUIREMENTS GOVERNING THE CONSTRUCTION OF SIDEWALKS, CURBS, AND GUTTERS TO HIGHWAY COMMERCIAL PROPERTIES

WHEREAS, Moab City (“City”) is a municipality and has authority to adopt land use regulations pursuant to Utah Code § 10-20-501 accordance with the Municipal Land Use, Development, and Management Act, Title 10, Section 20, Utah Code; and

WHEREAS, the Council deems it necessary to amend its land use ordinances to update the City’s procedures under Section 12.08.060 of the Moab Municipal Code, which govern the process by which the City grants exceptions to its requirements governing the construction of sidewalks, curbs, and gutters (collectively, the “**Proposed Action**”); and

WHEREAS, the Moab City Planning Commission held a public hearing on September 24th, 2026 to consider the Proposed Action in accordance with Utah Code §§ 10-20-205 and 10-20-502; and

WHEREAS, the Moab Planning Commission issued a positive recommendation to the City Council regarding the Proposed Action; and

WHEREAS, the City Council desires to enact the Proposed Action.

BE IT ORDAINED BY THE MOAB CITY COUNCIL as follows:

1. Amendment. Section 12.08.060 of the Moab Municipal Code is repealed in its entirety and replaced with the language set forth in **Exhibit A**.
2. Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.
3. Direction to Staff. City staff are authorized and directed to take such steps as may be needed: (a) for this ordinance to become effective under Utah law, including but not limited to compliance with the requirements of Utah Code § 10-3-711; and (b) to finalize and post the ordinance, including but not limited to making non-substantive edits to correct any scrivener’s, formatting, and numbering errors.
4. Effective Date. This Ordinance will take effect immediately pursuant to Utah Code § 10-3-712.

[execution on following page]

PASSED AND ADOPTED this ____ day of _____ October 2026.

MOAB CITY COUNCIL

By: Joette Langianese, Mayor

ATTEST

Sommar Johnson, Recorder

(Complete as Applicable)

Date ordinance summary was posted to the Moab City website, the Utah Public Notice website, and in a public place within Moab City per Utah Code §10-3-711: _____

Effective date of ordinance: _____

EXHIBT A

Section 12.08.060 of the Moab Municipal Code is repealed in its entirety and replaced to read as follows:

12.08.060 Sidewalks, curbs and gutters required at time of construction.

A. Sidewalks, curbs and gutters, and street paving shall be installed along all street frontage of any building lot at the time of construction upon that lot unless the City Manager grants an exception under 12.08.061.

B. The City Engineer shall determine the location and specifications for said sidewalks, curbs and gutters, and streets.

C. The property owner or their agent, servant, contractor, or employee shall complete all construction of streets, sidewalks, curbs and gutters at the time of final inspection by the building inspector unless the City Manager grants an exception under 12.08.061.

12.08.061 Exceptions to Sidewalk, curb, and gutter requirements.

A. Fee-in-Lieu

1. Residential. If the lot frontage meets all the following criteria, the City Manager may grant an exception where the property owner pays a fee in lieu of construction. Those criteria are:

- a. The frontage of the lot exceeds two hundred lineal feet;
- b. The lot is a single-household use;
- c. The construction of the street, curb and gutter, and sidewalks is inconsistent with the street character;
 - i. The fee-in-lieu for a property meeting the above criteria shall be calculated for the frontage length of the property or 200 Linear Feet, whichever is less.

2. Commercial, Residential, Industrial. If the lot frontage meets all the following criteria, the City Manager may grant an exception where the property owner pays a fee in lieu of construction. Those criteria are:

- a. The frontage of the lot exceeds two hundred lineal feet;
- b. Lot is within an Industrial, Residential, or Commercial Zone
- c. The construction of the street, curb and gutter, and sidewalks is inconsistent with the street character

i. The fee-in-lieu for a property meeting the above criteria shall be calculated for the frontage length of the property.

3. Highway Commercial

If the lot meets all the following criteria, the City Manager may grant an exception where the property owner pays a fee in lieu of construction. Those criteria are:

- a. The lot has frontage on a highway;
- b. Site constraints limit placement in line with policy or existing sidewalk based on the judgment of the City Engineer.

i. The fee-in-lieu for a property meeting the above criteria shall be calculated for the frontage length of the property.

B. The City Manager shall determine the fee in lieu of construction, which shall be an amount equal to a percentage, as specified in the Master Fee Schedule, Chapter 3.50, of the estimated cost of constructing the required improvements as specified in the applicable Fee-in-lieu section . Those funds shall be submitted by the property owner to the City for deposit into a street fund for future use to develop and repair sidewalks, curbs and gutters, pedestrian trails, and streets within the City. The City Engineer shall calculate the lineal foot costs for construction of the required construction improvements by consulting licensed contractors in the area.

C. Exemption. Notwithstanding subsection (A) of this section, the City Manager shall grant an exception to the requirements of this section and shall not require a fee in lieu of construction if the following criteria are satisfied:

- 1. The entire street where the lot or property is located is unpaved in its entirety;
- 2. The City has not previously collected a fee in lieu or similar fee from other lot or property owners on the street to pay for the construction of sidewalks, curbs, and gutters on the street; and
- 3. The street where the lot or property is located is not subject to a project the City has approved to pave or otherwise improve the street.

**SUMMARY OF
MOAB CITY
ORDINANCE 2026-19**

On October ___, 2026, the Moab City Council enacted Ordinance 2026-19 amending Moab Municipal Code Section 12.080.060, updating the process by which the City grants exemptions to the City's requirements regarding the construction of sidewalks, curbs, and gutters.

MOAB CITY COUNCIL

By: Joette Langianese, Mayor

ATTEST

Sommar Johnson, Recorder

A complete copy of Ordinance 2026-19 is available in the Moab City offices located at 217 E. Center Street, Moab, UT 84532.

12.08.060 Sidewalks, curbs and gutters required at time of construction.

A. Sidewalks, curbs and gutters, and street paving shall be installed along all street frontage of any building lot at the time of construction upon that lot unless the City Manager grants an exception under ~~12.08.061 subsection (D) of this section.~~

B. The City Engineer shall determine the location and specifications for said sidewalks, curbs and gutters, and streets.

C. The property owner or their agent, servant, contractor, or employee shall complete all construction of streets, sidewalks, curbs and gutters at the time of final inspection by the building inspector unless the City Manager grants an exception under ~~12.08.061 subsection (D) of this section.~~

12.08.061 Exceptions to Sidewalk, curb, and gutter requirements.

A. Fee-in-Lieu ~~D.~~

1. **Residential.** If the lot frontage meets all the following criteria, the City Manager may grant an exception where the property owner pays a fee in lieu of construction. Those criteria are:

~~a.1. The frontage of the lot exceeds two hundred lineal feet;~~

~~b.2. The lot is intended only for a single-household residence use;~~

~~c.3. The construction of the street, curb and gutter, and sidewalks is inconsistent with the street character;~~

~~4. The exception will not create, extend or perpetuate a half-paved street.~~

~~i. The fee-in-lieu for a property meeting the above criteria shall be calculated for the frontage length of the property or 200 Linear Feet, whichever is less.~~

2. **Commercial, Residential, Industrial.** If the lot frontage meets all the following criteria, the City Manager may grant an exception where the property owner pays a fee in lieu of construction. Those criteria are:

~~a. The frontage of the lot exceeds two hundred lineal feet;~~

~~b. Lot is within an Industrial, Residential, or Commercial Zone~~

~~c. The construction of the street, curb and gutter, and sidewalks is inconsistent with the street character~~

- i. The fee-in-lieu for a property meeting the above criteria shall be calculated for the frontage length of the property.

3. Highway Commercial

If the lot meets all the following criteria, the City Manager may grant an exception where the property owner pays a fee in lieu of construction. Those criteria are:

- a. The lot has frontage on a highway;
- b. Site constraints limit placement in line with policy or existing sidewalk based on the judgment of the City Engineer.
 - i. The fee-in-lieu for a property meeting the above criteria shall be calculated for the frontage length of the property.

~~BE.~~ The City Manager shall determine the fee in lieu of construction, which shall be an amount equal to a percentage, as specified in the Master Fee Schedule, Chapter 3.50, of the estimated cost of constructing ~~two hundred lineal feet of~~ the required improvements ~~as specified in the applicable Fee-in-lieu section~~. Those funds shall be submitted by the property owner to the City for deposit into a street fund for future use to develop and repair sidewalks, curbs and gutters, pedestrian trails, and streets within the City. The City Engineer shall calculate the lineal foot costs for construction of the ~~required construction~~ improvements by consulting licensed contractors in the area.

~~CE.~~ Exemption. Notwithstanding subsection ~~(D)(A)~~ of this section, the City Manager shall grant an exception to the requirements of this section and shall not require a fee in lieu of construction if the following criteria are satisfied:

1. The entire street where the lot or property is located is unpaved in its entirety;
2. The City has not previously collected a fee in lieu or similar fee from other lot or property owners on the street to pay for the construction of sidewalks, curbs, and gutters on the street; and
3. The street where the lot or property is located is not subject to a project the City has approved to pave or otherwise improve the street. (Ord. 26-07 § 1 (Exh. A), 2026)

The Moab Municipal Code is current through Ordinance 26-15, passed July 28, 2026.

Disclaimer: The City Recorder's Office has the official version of the Moab Municipal Code. Users should contact the City Recorder's Office for ordinances passed subsequent to the ordinance cited above.

[City Website: moabcity.org](http://moabcity.org)

[City Telephone: \(435\) 259-5121](tel:(435)259-5121)

[Hosted by ICC Code Solutions.](#)